

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • AUGUST 14, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. POSITIVITY AWARD - BRIAN MEYER - BREAD MINISTRY

- 1. Brian Meyer - Bread Ministry
(Requested by Valerie Manning, City Clerk)

3. RECESS THE CC MTG & CONVENE AS THE CRA**4. CRA AGENDA ITEMS**

- 1. Resolution 2018-R-45 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Authorizing an Agreement with Advanced Cabling Solutions (ACS) to Perform Cable Pulling to Move Cable from Power Poles to Underground Conduit for the Overhead to Underground Project; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

- 2. Resolution 2018-R-46 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Authorizing Change Order #2 to the US1 Utility Underground Project to Carter Electric and Authorizing the City Manager to Execute the Change Order for an Amount Not to Exceed \$292,575.42 and 122 Additional Days; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

5. ADJOURN THE CRA & RECONVENE THE CC MTG**6. PUBLIC COMMENTS****7. APPROVAL OF MINUTES**

- 1. Minutes - July 10, 2018 Budget Workshop with Public Works & Solid Waste; July 10, 2018 Regular City Commission and CRA Meeting; July 24, 2018 Regular City Commission Meeting and July 24, 2018 Workshop on CRA / Economic Development Budget

(Requested by Valerie Manning, City Clerk)

8. CONSENT AGENDA - ITEMS (1 - 5)

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 Resolution 2018-R-47 A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Renewal Lease Agreement Between the City of Holly Hill and the Holly Hill Historic Preservation Society, Inc.; Establishing Terms and Conditions of the Agreement; and Providing an Effective Date.
(Requested by Valerie Manning, City Clerk)
2. Granicus Master Subscription Agreement - Legislative Agenda Management Agenda and Minutes Software
(Requested by Valerie Manning, City Clerk)
3. Disposal of Fixed Assets
(Requested by John McKinney, Finance)
4. Lines of Coverage Insurance for FY 2019
(Requested by John McKinney, Finance)
5. Continuing Architectural Services with Hall & Ogle Architects, Inc. - Agreement
(Requested by Antoine Khoury, Public Works)

9. REGULAR AGENDA

1. Resolution Resolution 2018-R-48 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing an Agreement with Advanced Cabling Solutions (ACS) to Perform Cable Pulling to Move Cable from Power Poles to Underground Conduit for the Overhead to Underground Project; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
2. Resolution Resolution 2018-R-49 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing Change Order #2 to the US1 Utility Underground Project to Carter Electric and Authorizing the City Manager to Execute the Change Order for an Amount Not to Exceed \$292,575.42 and 122 Additional; Days; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
3. RFQ 18-PW-01 - Professional Surveying Services
(Requested by John McKinney, Finance)
4. Request for Lien Reduction - 1333 Holly Avenue
(Requested by Joseph Forte, City Manager)

10. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their

comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance SECOND READING - Ordinance 3007 An Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map to Designate the Parcel Identified as 320 10Th Street as General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date. AND SECOND READING - Ordinance 3008 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending the Official Zoning Map to Designated the Property at 320 10Th Street as More Specifically Described in Attachment "A" from B-4 Highway Business District to CC-1 Commercial Corridor District; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

11. COMMUNICATIONS

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

12. 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.

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**POSITIVITY AWARD (ID # 2158)**

Meeting: 08/14/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2158

Brian Meyer - Bread Ministry

This month's Positivity Award was chosen by City Commissioner Penny Currie, District 2.

HOLLY HILL
F L O R I D A
POSITIVITY
AWARD

**Thank You for Making Our Community
Positively Awesome!**

BRIAN MEYER – BREAD MINISTRY

1482 Center Avenue

August 14, 2018

John Penny, Mayor



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

**City Commission
CRA Resolution**

MEETING DATE: August 14, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-45 A Resolution of the Community
Redevelopment Agency (CRA) of the City of Holly Hill,
Florida, Authorizing an Agreement with Advanced Cabling
Solutions (ACS) to Perform Cable Pulling to Move Cable from
Power Poles to Underground Conduit for the Overhead to
Underground Project; Providing for Severability; and
Providing for an Effective Date.
NUMBER: (ID # 2141)
APPLICANT:
PLANNER:

DISCUSSION:

As part of the Overhead to Underground project Florida Department of Transportations (FDOT) ITS and Volusia County's signalization cables need to be moved from the power poles to underground conduit. While the conduit to be used is an existing City conduit that will be repaired under Change Order with Carter Electric, FDOT will not permit Carter Electric to pull the cables as they are not an approved FDOT cable contractor.

A proposal was garnered from Advanced Cabling Solutions (ACS), an approved FDOT contractor, to pull the ITS cables.

Attached is the proposal from ACS for \$132,774.73, which is recommended for approval by City staff and the City's consultant.

Staff is requesting the City Commission approve piggy-backing of FDOT's contract with ACS .

FISCAL ANALYSIS:

Funds are available in account 139-5590-552-6500.

STAFF RECOMMENDATION:

Approve contract with ACS for \$132,774.73.

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.

MOTION:

APPROVE RESOLUTION 2018-R-45, OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING AN AGREEMENT WITH ADVANCED CABLING SOLUTIONS (ACS) TO PERFORM CABLE PULLING TO MOVE CABLE FROM POWER POLES TO UNDERGROUND CONDUIT FOR THE OVERHEAD TO UNDERGROUND PROJECT.

Approve contract with ACS for \$132,774.73.

ATTACHMENTS:

- ACS Proposal (PDF)
- FDOT Contract BE138 (PDF)
- Modifications (PDF)

CRA Resolution No. (ID # 2141)

RESOLUTION 2018-R-45 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING AN AGREEMENT WITH ADVANCED CABLING SOLUTIONS (ACS) TO PERFORM CABLE PULLING TO MOVE CABLE FROM POWER POLES TO UNDERGROUND CONDUIT FOR THE OVERHEAD TO UNDERGROUND PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-45

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING AN AGREEMENT WITH ADVANCED CABLING SOLUTIONS (ACS) TO PERFORM CABLE PULLING TO MOVE CABLE FROM POWER POLES TO UNDERGROUND CONDUIT FOR THE OVERHEAD TO UNDERGROUND PROJECT AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the Overhead to Underground project the FDOT's ITS and Volusia County's signalization cables need to be moved from power pole to underground Conduit; and

WHEREAS, while the conduit being used is an existing City conduit that will be repaired under Change Order with Carter Electric, FDOT will not permit Carter Electric to pull the cables as they are not an FDOT cable contractor; and

WHEREAS, a proposal was garnered from Advanced Cabling Solutions (ACS), an approved FDOT contractor, to pull the ITS cables for \$132,774.73.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Community Redevelopment Agency (CRA) of the City of Holly Hill does hereby desire to utilize the FDOT approved cable contractor, Advanced Cabling Solutions.

SECTION 2. That the Community Redevelopment Agency of the City of Holly Hill approves the proposal from ACS for \$132,774.73.

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 14th day of AUGUST, 2018.



201 Reece Way Suite 1431, Casselberry, FL 32707 EC13003017

ITS MAINTENANCE CONTRACT Agreement No. BE138

To: City of Holly Hill
 Attn: Antoine Khoury
 Project: Holly Hill Utility Conversion Phase 1
 Tel: 386-337-3273
 E-Mail: David.King@meadhunt.com

No: 071318
 Date: July 13, 2018

Quotation by: Luis Roman
 E-mail: l.roman@acstraffic.net
 Phone: 407-339-6636
 Fax: 407-339-3822

Item	Item No.	Item Description	Est Qty	U/M	Unit Price(\$)	Est. Cost
MOBILIZATION AND MOT						
1	A101-1-1	MOBILIZATION - LEVEL 1	1	EACH	12,500.00	12,500.00
2	A101-1-2	MOBILIZATION - LEVEL 2	1	EACH	1,175.00	1,175.00
3	A102-1-1	MAINTENANCE OF TRAFFIC (MOT) - LEVEL 1	2	DAY	1,045.00	2,090.00
4	A102-1-3	MAINTENANCE OF TRAFFIC (MOT) - LEVEL 3	10	DAY	1,292.50	12,925.00
SERVICES						
5	633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 12 FIBERS SM	1372	LF	1.65	2,263.80
6	633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 24 FIBERS SM	175	LF	1.71	299.25
7	633-1-123A	FIBER OPTIC CABLE, F&I, UNDERGROUND, 72 FIBERS SM	12386	LF	2.09	25,886.74
8	633-1-410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD (633-1-610)	17209	LF	1.55	26,673.95
9	633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND (FOR 633-1-420 and 620)	2180	LF	1.35	2,943.00
10	633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	278	EACH	35.50	9,869.00
11	633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE UG	7	EACH	675.94	4,731.58
12	633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	24	EACH	51.29	1,230.96
13	633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRE-TERMINATED CONNECTOR ASSEMBLY	168	EACH	21.39	3,593.52
14	633-3-16A	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 12	6	EACH	1,056.97	6,341.82
	633-3-16B	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 24	1	EACH	1,315.94	1,315.94
	633-3-16C	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 72	1	EACH	5,928.37	5,928.37
15	633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL (For 633-3-17 and 57)	20	EACH	81.29	1,625.80
16	684-1-1	MANAGED FIELD ETHERNET SWITCH, F&I	4	EACH	1,689.00	6,756.00
17	684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL (For 684-1-5)	3	EACH	350.00	1,050.00
18	700-9-8	WALK-IN DYNAMIC MESSAGE SIGN, DIAGNOSIS AND MISCELLANEOUS REPAIR (FOR 633-3-56 - 684-1-6 - 676-1-500 and 676-2-500)	13	EACH	275.00	3,575.00

Total Estimate \$132,774.73

1. WE PROPOSE TO FURNISH ALL NECESSARY MATERIAL, LABOR, SUPERVISION, AND TOOLS REQUIRED TO PERFORM THE ITEMS OF WORK DEPICTED ABOVE, MORE GENERALLY DESCRIBED AS: F&I 72 and 12SM Strand Fiber Optic Cable, Patch Panel, Splice Enclosure, Splice Tray, Connector Panel, Ethernet Switch.
2. All quantities are per tabulation of quantities. Any additional information that may require additional work for this project or quantities that were not proposed herein may require additional compensation at unit price. If unit price is not provided, Contractor will negotiate price with ACS prior to beginning work. We reserve the right to revise our estimate based on any additional changes on the plans.
3. Fiber Optic Conduit, Pull Boxes, Tree Trimming and Cabinets to be installed, modified or repaired by Others. ACS is not responsible for these items.
4. No items quoted herein may be "broken out" without prior approval in writing
5. Terms: Net 30 days, 10 percent APR will be charged on amounts older than 45 days
7. Pull String and proofing of conduit shall be done by contractor prior to installation of F.O.C.
8. There is currently a lead time of 4-6 weeks on F.O.C.

FLORIDA DEPARTMENT OF TRANSPORTATION, DBE.

139-

Attachment: ACS Proposal (2141 : OH to UG ITS Fiber Optic Cable Pulling CRA)



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S. Woodland Blvd.
DeLand, FL 32720

JIM BOXOLD
SECRETARY

March 30, 2016

Mr. Joseph W. Muniz, President
Advanced Cabling Solutions, Inc.
201 Reece Way, Suite 1431
Casselberry, Florida 32707

RE: Intelligent Transportation System (ITS) Maintenance Services
Financial Project ID: 245316-1-72-16
Procurement No.: RFP-DOT-15-16-5005-ITS
Contract Number: BE138

Dear Mr. Muniz:

Please find attached a fully executed copy of Contract BE138 for your records. This is your Notice to Proceed to perform the described work and to incur authorized charges under this contract.

You are advised that I will be the Project Manager for this contract. Invoices and any questions concerning management or administration of the contract should be directed to my attention at the following address:

Ron Miller, Project Manager
District Five Headquarters, MS# 562
719 South Woodland Boulevard
DeLand, Florida 32720-6834
Phone: 386-943-5370
Email: ron.miller@dot.state.fl.us

We look forward to a productive and mutually beneficial working relationship with you and your company.

Sincerely,

Ron Miller, Project Manager
Traffic Operations, District 5

tkh/rm
Attachments

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
 PROCUREMENT
 OGC - 07/15
 Page 1 of 8

Agreement No.: BE138

Financial Project I.D.: 245316-1-72-16

F.E.I.D. No: F593511800

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.:

(required for contracts in excess of \$5 million)

Procurement No.: RFP-DOT-15-16-5005-ITS

D.M.S. Catalog Class No.: 81102201,73152108

BY THIS AGREEMENT, made and entered into this 29th day of MARCH, 2016, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Advanced Cabling Solutions, Inc. of 201 Reece Way, Suite 1431, Casselberry, Florida 32707 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with Intelligent Transportation System (ITS) Maintenance Services

the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Director of Transportation Operations

Attachment: FDOT Contract BE138 (2141 : OH to UG ITS Fiber Optic Cable Pulling CRA)

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or five (5) years from execution date, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- ☒ Services shall commence upon execution date of the contract and shall be completed by five (5) years from execution date or date of termination, whichever occurs first.
- ☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.
- ☐ Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

- ☐ This Agreement may not be renewed.
- ☒ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and the Department's Disbursement Handbook - For Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering repurchase costs from the Vendor in addition to all outstanding fees.
VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- ☐ No general liability insurance is required.
- ☒ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 200,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.
- ☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ _____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- ☒ No Bond is required.
- ☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.** With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
 - (2) Provide the public with access to public records on the same terms and conditions that the Department 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 Department all public records in possession of the Vendor upon termination of the contract 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 Department in a format that is compatible with the information technology systems of the Department.
- Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.
- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- F. 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. 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 a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtml>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135 (4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

- ☒ The following provision is not applicable to this Agreement:
- ☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

- ☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826
(800)643-8459

- ☒ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendor/Contractor:
1. 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 Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- J. Time is of the essence as to each and every obligation under this Agreement.
- K. The following attachments are incorporated and made a part of this agreement:
Exhibit "A", Scope of Services, PUR 1000, Exhibit "B", Method of Compensation, and Appendix I
- L. Other Provisions:
Section 8, Paragraph G, are deleted from this contract

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Advanced Cabling Solutions, Inc.

Name of Vendor

BY:

Authorized Signature

Joseph W. Muniz

(Print/Type)

Title: President

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:

Authorized Signature

Alan E. Hyman, P.E.

(Print/Type)

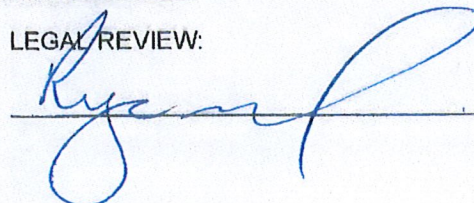
Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:


Procurement Office

LEGAL REVIEW:



ITS MAINTENANCE SCOPE OF SERVICES
District 5



Intelligent Transportation Systems (ITS) Maintenance

RFP-DOT-15-16-5005-ITS

Exhibit “A”

Scope of Services

Attachment: FDOT Contract BE138 (2141 : OH to UG ITS Fiber Optic Cable Pulling CRA)

ITS MAINTENANCE SCOPE OF SERVICES
District 5

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ITS MAINTENANCE SCOPE OF SERVICES District 5

1 OBJECTIVE

The Florida Department of Transportation District Five Intelligent Transportation Systems (ITS) Section, hereafter known as the DEPARTMENT, requires maintenance services by a ITS Device Maintenance firm, hereafter known as the VENDOR, for ITS devices and infrastructure hereafter known as the SYSTEM, located in the counties of Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia. This SYSTEM consists of, but is not limited to, the following:

- Traffic control signal and ITS device grounding and surge suppression,
- Conduit,
- Communications cable,
- Pull, splice, and junction boxes,
- Electrical power service assemblies,
- Pre-stressed concrete and steel poles,
- Vehicular signal assemblies,
- Vehicle detection systems (VDS),
- Traffic controller assemblies,
- Adaptive Signal Control Equipment
- Visibility Sensors
- Bluetooth Devices
- Equipment cabinets,
- Ramp metering assemblies,
- Video equipment including closed-circuit television (CCTV) cameras, video encoders/decoders, and video wall components,
- Network devices including aggregation/distribution, edge switches, terminal servers, Ethernet extenders, and media converters,
- Highway signing, including dynamic message signs (DMS) and electronic display signs as well as portable and arterial signs and their supports including structures,
- Camera lowering systems,
- Road weather information systems (RWIS),
- Wireless communication devices,
- Portable and permanent emergency power generators,
- Uninterruptable power supplies (UPS),
- Communications hubs and equipment shelters,
- Ancillary facilities (i.e. SunGuide®/data servers and workstations),
- Environmental conditioning equipment, and

ITS MAINTENANCE SCOPE OF SERVICES District 5

- Hardware, software, and firmware related to ITS equipment and other traffic control devices.

The SYSTEM described in this Scope of Services (SOS) shall cover all existing and future ITS elements within the geographic coverage area and term defined in this agreement, hereafter known as the CONTRACT.

1.1 Item Additions and Deletions

During the Contract period and any renewal periods, the DEPARTMENT shall have the right to add or delete Items (services and/or commodities) to or from this agreement by adding them to or removing them from the Price Sheet & Ordering Instructions. Any new Items added shall be at the requirements, specifications, terms, and conditions stated herein or as later stipulated by the DEPARTMENT, and at mutually agreed pricing accepted, in writing, by both the VENDOR and the DEPARTMENT. Items may be removed at the sole discretion of the DEPARTMENT, per the requirements, terms, and conditions herein and/or as permitted by Florida Statutes or Florida Administrative Code.

Due to the changing dynamics within any ITS, the VENDOR will be able, upon written authorization by the DEPARTMENT'S Project Manager and upon supplemental agreement to the CONTRACT as to compensation and time, to perform additional services pertaining to the support and/or maintenance of the ITS field devices and infrastructure not otherwise identified in this CONTRACT as may be required by the DEPARTMENT

2 KEY TO ACRONYMS AND ABBREVIATIONS

APL – Approved Products List
 CADD – Computer-Aided Design and Drafting
 CCTV – Closed-Circuit television
 DMS – Dynamic Message Signs
 FDLE – Florida Department of Law Enforcement
 FOC – Fiber Optic Cable
 HAR – Highway Advisory Radio
 ITS – Intelligent Transportation Systems
 ITSFM – ITS Facility Management
 MOT – Maintenance of Traffic
 MVDS – Microwave Vehicular Detection System
 NMS – Network Monitoring System
 NTP – Notice to Proceed
 OEM – Original Equipment Manufacturer
 OSHA – Occupational Safety and Health Administration
 OTDR – Optical Time Domain Reflectometer
 RTMC – Regional Transportation Management Center
 RWIS – Road Weather Information System
 SLERS – State Law Enforcement Radio System
 SOP – Standard Operating Procedure

ITS MAINTENANCE SCOPE OF SERVICES District 5

SOS – Scope of Services
SUE – Subsurface Utility Engineering
TMC – Transportation Management Center
TWO – Task Work Order
UPS – Uninterruptable power supplies
US – United States
VDS – Vehicle Detection System

3 USE OF APPROVED PRODUCTS

The VENDOR shall follow the DEPARTMENT'S latest *Standard Specifications for Road and Bridge Construction*. The VENDOR shall review the DEPARTMENT'S *Approved Product List (APL)* for devices required as part of the work and must utilize approved products. Here is a link to that list:

<https://fdotwp1.dot.state.fl.us/ApprovedProductList/Specifications>

4 SERVICES TO BE PROVIDED

4.1 Overview of Maintenance Services Required

The objective of services required under this CONTRACT is to ensure continuous (24x7x365) system operation and functionality of all components of the SYSTEM and provide locate services for all ITS equipment. The DEPARTMENT will assign a Project Manager/Contract Manager responsible for oversight of this CONTRACT and assignment of tasks to the VENDOR. References to the DEPARTMENT or the DEPARTMENT'S Project Manager within this scope include the DEPARTMENT'S Project Manager or designees.

The VENDOR will be evaluated periodically based on system uptime. The VENDOR will be required to perform new device and infrastructure installations as needed and as requested by the DEPARTMENT; all SYSTEM support, including but not limited to scheduled, periodic, and routine maintenance; and failed or destroyed component replacement. All services shall be performed on a Task Work Order (TWO) system as directed by the DEPARTMENT'S Project Manager.

The VENDOR shall be on-call on a 24x7x365 basis for the duration of the CONTRACT to respond to emergency repair and/or replacement work, including but not limited to hurricane watches and warnings. If a State of Emergency is declared by the Governor of Florida, the VENDOR may be called upon to provide repair and replacement services associated with disaster recovery. The VENDOR shall provide the DEPARTMENT'S Project Manager with a list of telephone numbers that will be answered at all times by the VENDOR'S personnel. The VENDOR shall maintain staffing levels required by this SOS at all times to ensure services required by the SOS under this CONTRACT are met.

Throughout the term of this CONTRACT, the DEPARTMENT'S Project Manager will conduct reviews of the VENDOR'S work and daily operations. The VENDOR shall

ITS MAINTENANCE SCOPE OF SERVICES

District 5

cooperate and assist the DEPARTMENT'S Project Manager throughout the review process.

4.1.1 Applicable Specifications and Standards

All work shall be prepared using English units in accordance with the latest editions of standards and requirements utilized by the DEPARTMENT, which include, but are not limited to, publications such as:

- 29 Code of Federal Regulations (CFR), Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act Accessibility Guidelines
- CADD (Computer-Aided Design and Drafting) Manual
- CADD Production Criteria Handbook
- Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and Professional Regulation
- Ch. 62257, Florida Administrative Code – Asbestos Program, Florida Department of Environmental Protection
- Code of Federal Regulations
- Florida Administrative Codes
- Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- Florida Department of Transportation Basis of Estimates Manual
- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Florida Department of Transportation Instructions for Structures Related Design Standards
- Florida Department of Transportation Materials Manual
- Florida Department of Transportation Plans Preparation Manual
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Statutes
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Manual on Uniform Traffic Control Devices, Federal Highway Administration
- Standard Highway Signs Manual, Federal Highway Administration
- Florida Department of Transportation Traffic Engineering Manual
- National Electrical Safety Code
- National Electrical Code
- Florida Department of Transportation Structures Manual

ITS MAINTENANCE SCOPE OF SERVICES District 5

- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)

4.1.2 Scheduled Maintenance Services

Coordinate the frequency of standard scheduled maintenance services with the DEPARTMENT'S Project Manager. It shall be the VENDOR'S responsibility to respond to maintenance requests according to the priority assigned by the DEPARTMENT'S Project Manager. The definitions below shall be a baseline for this CONTRACT. At the discretion of the DEPARTMENT, the VENDOR may be dispatched to any work priority deemed appropriate by the DEPARTMENT.

4.1.2.1 Scheduled Preventive Maintenance

Typical scheduled maintenance includes system inspection and other activities recommended by equipment manufacturers to be performed at periodic intervals. During the term of the CONTRACT, the VENDOR will perform scheduled, periodic preventive maintenance based upon manufacturer recommendations, budget limitations, and as general services are authorized by the DEPARTMENT'S Project Manager. If periodic maintenance intervals and activities are not specified by the equipment manufacturer, the VENDOR will develop periodic maintenance intervals and activities for approval by the Department's Project Manager. Scheduled preventive maintenance also includes periodic inspections and cleaning as well as documentation of these actions. The DEPARTMENT will work with the VENDOR to develop preventive maintenance checklists to ensure that consistent, comprehensive maintenance activities are executed correctly and documented.

Scheduled preventive maintenance may include, but is not limited to:

1. General cleaning and dust removal from equipment, cabinets, and enclosures, including air filter replacement as well as general operational checks such as operational checks of fans and other system components;
2. Cleaning of CCTV camera housing, including application of rain repellent, re-pressurization, and video feed quality verification;
3. Checking door locks (Cyber Keys if equipped), entry detection sensors, and lubricating locks and other mechanisms;
4. Visually inspecting devices, cabinets, and enclosure exteriors, and checking for corrosion, punctures, graffiti, and vandalism;
5. Ensuring that cabinet labels and other equipment identification is affixed properly to equipment and clearly visible.
6. Visually inspecting equipment status light-emitting diodes, light fixtures, light bulbs and wiring;
7. Physical testing and inspection of grounding system, surge protective devices, connections, and cable assemblies;

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8. Inspecting UPS functionality by simulating power failure at a disconnect, inspecting UPS batteries for corrosion and/or swelling and battery replacement when necessary;
9. Cleaning and removal of debris;
10. Pest control, including placement of barriers to prevent rodent entry;
11. Ensuring that cabinet documentation is available within the cabinet, such as in a clear document holder or within a document drawer, and that it provides comprehensive and accurate information, including wiring diagrams, service log, and other equipment information;
12. Providing weed and grass control around devices and technician pads;
13. Performing generator inspection (including fluids) testing, and checking fuel level;
14. Cleaning solar panels and batteries;
15. Checking antennas and mounting hardware for structural integrity and alignment; and
16. Adjusting and calibrating vehicle detection systems, including, but not limited to:
 - a. Inductive loop detection systems
 - b. Microwave vehicle detection systems
 - c. Video vehicle detections systems
 - d. Wireless magnetometer detection systems
 - e. Automatic vehicle identification systems

4.1.2.1.1 Device Site Deficiencies

In the event that the VENDOR encounters minor and/or major device deficiencies while performing preventive maintenance services as outlined above, the Vendor shall correct such deficiencies during the preventive maintenance site visit whenever possible.

The DEPARTMENT considers minor deficiencies to be items such as, but not limited to, an unplugged device cable, tripped circuit breaker, or loose connector. The DEPARTMENT considers major deficiencies to be items such as, but not limited to, a non-functional device site with damaged equipment, components exposed to weather, exposed power cabling, or items constituting a safety hazard. The VENDOR shall immediately contact the DEPARTMENT'S Project Manager to report major deficiencies.

4.1.2.2 Non Scheduled Maintenance and Repairs

Non scheduled maintenance includes reactive maintenance, replacements, and diagnostic work necessary to correct deficiencies and keep the SYSTEM operational. This work is not scheduled, but is often generated by failures caused by acts of God, construction, or accidents. Non scheduled maintenance may include, but is not limited to:

1. Field repair or replacement of ancillary parts or equipment for any ITS device;
2. Resetting DMSs;

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3. Resetting and focusing CCTV lenses;
4. Resetting VDS controllers;
5. Configuring or repairing the communications network, including switches and terminal servers;
6. Configuring or repairing CCTV video transmission equipment, including encoders and decoders;
7. Testing fiber optic cable (FOC) for optical budget requirements; and
8. Repairing damage caused by vandalism or accidents.

If the cause of a failure is unknown, the DEPARTMENT may have the VENDOR perform diagnostic work as required to determine the cause of the failure.

4.1.3 Diagnostic and Troubleshooting Services

The VENDOR will be required to provide diagnostic and troubleshooting services when equipment is inoperable and field troubleshooting is needed to identify the problem. When possible, the VENDOR shall perform minor repairs following diagnosis. The VENDOR must document troubleshooting and repair activities and services performed at the site. Major repairs require approval by the DEPARTMENT'S Project Manager before additional service can be performed.

If the VENDOR detects a device that exhibits frequent failures, or requires an on/off/on power cycle in order to maintain operation, it shall be the responsibility of the VENDOR to notify the DEPARTMENT, contact the equipment manufacturer, and recommend corrective action to the DEPARTMENT. It is the responsibility of the VENDOR to service equipment and restore SYSTEM components to a 100 percent functional status and ensure all devices are online. The VENDOR is responsible for all troubleshooting and repair of SYSTEM devices. The DEPARTMENT Project Manager may provide DEPARTMENT staff and resources to assist the VENDOR with troubleshooting and repair.

Should a particular device continue to fail and the issue cannot be resolved by repair or replacement, the DEPARTMENT, at its sole discretion, may remove the device from the VENDOR'S responsibility.

The VENDOR, through diagnostic service, shall investigate the cause for the failure of equipment and determine if the failure is related to a storm event, materials or workmanship, supplied power, leased communications, electrical and/or mechanical components, hardware or software, or other failures. The diagnostic results shall define the type of repair needed to restore the device(s) to 100 percent functional status. The VENDOR shall investigate whether or not failures are covered under existing equipment warranties. If the diagnosis indicates the need for repairs or parts replacement, the VENDOR shall follow the procedures established between the VENDOR and the DEPARTMENT's Project Manager under this CONTRACT.

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4.1.4 Repair Services

Repairs and/or parts replacement will be covered under TWOs. The VENDOR shall submit written request(s) to the DEPARTMENT'S Project Manager for approval of any additional labor usage and expenditures that are not covered under a TWO. Descriptions of additional labor, materials, and equipment shall be included as part of a work request as well as a justification for the work. Repairs that require expertise and/or specialized equipment of the manufacturer shall be considered original equipment manufacturer (OEM) repairs. OEM repairs are those specialized repairs that cannot be made by the VENDOR and must be made by a manufacturer or VENDOR of the equipment/component. On an as-needed basis, the VENDOR shall notify the DEPARTMENT'S Project Manager of OEM repairs necessary for the continued safe and efficient operation of the SYSTEM. The DEPARTMENT'S Project Manager will review the proposed OEM repair(s), and approval shall be required in order to proceed with the repair. If a device manufacturer is no longer producing, selling, or repairing a specific device, the VENDOR shall research, price, and present an alternate product to the DEPARTMENT'S Project Manager.

The VENDOR is required to assure the DEPARTMENT that warranties are not voided by VENDOR repair services or other actions of the VENDOR at any point during the contract. If a device warranty expires, the VENDOR shall notify the DEPARTMENT Project Manager for the option to renew and/or replace the device if the unit is non-operational.

4.1.4.1 Field Site Repair

The VENDOR shall have the necessary equipment and personnel capable of maintaining and repairing the field equipment and infrastructure deployed throughout the geographic coverage area within DEPARTMENT District boundaries. This includes a variety of devices and communications infrastructure. Field site repair includes, but is not limited to, device replacement, electrical service work and repair, optical fiber cable splicing and troubleshooting, optical time domain reflectometer (OTDR) testing, fiber enclosure/fiber distribution panel installations, and terminations. The VENDOR shall have the capability to install both open trench and directional bored conduit for new installation and replacement of damaged conduit. It shall be the responsibility of the VENDOR to perform all subsurface utility engineering (SUE) and obtain any permits required by the DEPARTMENT before the VENDOR commences any work. After completion of device and/or communications infrastructure work by the VENDOR, a report shall be presented to the DEPARTMENT for record keeping of changes made to the fiber communication infrastructure and other components of the SYSTEM. No fiber related work shall be started by the VENDOR without written authorization and approval by the DEPARTMENT.

1. Minor Repair

Minor repairs for this CONTRACT are repairs/replacement of ITS components due to equipment malfunction or end of service life. Minor repairs also include, but are not limited to, reattaching loose cable connections, power reset of all

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equipment, and other incidental repair work. The VENDOR shall perform the necessary repair/replacement work, which includes diagnostic services.

Minor repairs are generally considered to be repairs that require less than 4 hours of labor and less than \$3,000 in material.

2. Major Repair

Major repairs for this CONTRACT are defined as non-typical repairs that need diagnostic services to identify the problem, extensive repair services, maintenance of traffic (MOT) and lane closures, utility coordination, or other regional agency coordination, such as damage caused by crashes, vandalism, theft, weather events, fiber cuts, power loss from the utility service point, and construction activity. Typical major repairs and parts replacement consist of, but are not limited to, repair or replacement of damaged, missing, or malfunctioning equipment in order to maintain the ITS operation and functionality.

For all major repairs, the VENDOR shall contact the DEPARTMENT'S Project Manager to report field findings and receive instruction and authorization for related work. Depending on the criticality of the repair and nature of the device site or component malfunction or failure, the DEPARTMENT may issue verbal authorization to the VENDOR for diagnostic services to expedite the repair process. The VENDOR shall prepare and submit a diagnostic report, including damage assessment, cost estimates, and recommendations for repair. The VENDOR shall not make major repairs prior to issuance of a TWO covering specific corrective actions necessary for restoration. If an immediate repair order is needed, the DEPARTMENT may issue a pre-approved, limited amount TWO to start the work. The VENDOR must receive approval prior to executing this TWO. The VENDOR must document any verbal approvals issued for service/repair orders including the date, time, reason, and the name of the DEPARTMENT Project Manager who issued and approved the work order.

Major repairs are generally considered to be repairs that require more than 4 hours of labor and more than \$3,000 in material.

All major and minor repairs shall be performed using procedures and repair times established under this CONTRACT.

3. Warranty Repair

The VENDOR shall act on behalf of the DEPARTMENT to track manufacturer warranties and pursue warranty repairs from device manufacturers when failures are covered by the manufacturer's warranty. The VENDOR is responsible for coordinating warranty repairs with the DEPARTMENT's Project Manager and the device manufacturer/reseller. In the event warranty or insurance coverage is applicable, the VENDOR shall identify the proper procedure for contacting the entity responsible for coverage, secure the proper forms used for claim notification, and coordinate the repair, return, and disposition of equipment.

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Repaired DEPARTMENT equipment returned from the manufacturer shall be held in inventory as spare parts if it is not to be immediately reinstalled.

The VENDOR shall support the DEPARTMENT in pursuing claims until each claim is resolved to the satisfaction of the DEPARTMENT.

4.1.4.2 Repairs using Spare Parts

This work includes shop and field repair of devices using component parts. New replacement parts for repairs are to be used unless otherwise directed by the DEPARTMENT'S Project Manager. The VENDOR shall not purchase or install spare parts that have not been approved by the DEPARTMENT'S Project Manager. The VENDOR shall be responsible for inventory control of all parts held in inventory for repair of devices that they have responsibility to maintain. Parts commonly used for shop and field repairs include, but are not limited to:

- Pan-tilt-zoom camera modules
- DMS display modules
- Power supplies
- Batteries
- Media Converters
- Switches
- Detectors
- UPS

The DEPARTMENT will be responsible for all pre-approved costs relating to the purchase of spare parts (e.g., mark-up, applicable taxes, and shipping fees). The DEPARTMENT will have the option to utilize a flat percentage fee if this is pre-negotiated prior to execution of the TWO. The VENDOR shall notify the DEPARTMENT'S Project Manager of any part or component of the SYSTEM moved from its original location for the purpose of inventory control. The VENDOR shall ensure all spare equipment is available in a timely manner and all inventory control records will be updated within 24 hours.

4.1.4.3 Equipment Replacement

This work includes furnishing replacement devices needed for maintenance of the SYSTEM. Datasheets for all new replacement parts must be submitted and approved by the DEPARTMENT'S Project Manager. The VENDOR shall not purchase or install equipment that has not been approved by the DEPARTMENT'S Project Manager. Proposed replacement parts shall be the latest compatible technology, equal to or better in function and quality to existing SYSTEM components or equipment. The VENDOR shall be responsible for inventory control of all equipment that they have responsibility to maintain within the SYSTEM and all devices, parts, and materials used to perform work.

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When the DEPARTMENT'S Project Manager determines that additional parts are to be provided by the VENDOR as spares, the VENDOR shall procure (in accordance with section 4.1.4 Repair Services) and maintain the parts in the transportation management center (TMC) or DEPARTMENT designated location(s). The VENDOR shall notify the DEPARTMENT'S Project Manager of any part or component of the SYSTEM moved from its original location for the purpose of inventory control.

4.1.5 Emergency Repair Services

Emergency services consist of the restoration of components resulting from any malfunction or damage that creates a safety hazard or severely reduces the operational effectiveness of the overall SYSTEM. The VENDOR shall immediately correct any safety hazards discovered in the SYSTEM. Failures tend to be caused by severe and unusual forces of nature, crashes and collisions, vandalism, theft, fire, erosion, and extreme exposure to chemicals or pollutants. Communication and electrical cable cuts and loss of communications between the TMC and multiple field sites can warrant emergency repair services.

The VENDOR will be required to supply substitute devices approved by the DEPARTMENT's Project Manager to immediately restore normal operations during emergency repair services. Failure to restore normal operations in a timely manner may result in deductions of monies due or which may become due the VENDOR. If a structural failure causes a safety hazard or obstructs a roadway or waterway, the VENDOR will be required to remove the structure immediately.

The VENDOR must document malfunction and damage that necessitates emergency repair services. At a minimum, documentation shall include:

1. Device location, type, model, and serial and control number;
2. Date and time of incident;
3. Cause of failure and name of person reporting failure;
4. Site needs analysis and digital photo documentation;
5. Immediate repairs and corrective actions taken, including temporary repairs and repair cost breakdown; and
6. Corrective actions necessary for permanent repairs to be performed, including parts list, schedule, and estimated cost.

4.1.6 Equipment Logs

The VENDOR is required to document equipment and activities performed at each ITS device location. The VENDOR must maintain an equipment log that documents preventive scheduled maintenance and repair services, including repair logs, parts replacement, special notes, recommendations, and equipment warranty records. Device records must include, but are not limited to:

1. Device location, number, and type;

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2. Model and serial number;
3. Firmware version;
4. Manufacturer;
5. Date, time, and description of failure;
6. Report of failure source;
7. Response details including arrival time, site conditions, and actions taken;
8. Resolution details with documentation;
9. Spare part used including type, model, serial, and control number; and
10. Replacement part notes and repair actions.

4.2 Control of Materials

The VENDOR shall maintain and store the DEPARTMENT'S SYSTEM equipment and spare parts in a location approved by the DEPARTMENT'S Project Manager. This location shall be marked specifically for this contract and shall not be used for any other purposes. Storage of parts or equipment outside the DEPARTMENT'S storage area must be approved by the DEPARTMENT'S Project Manager. The VENDOR shall maintain and have readily available an up-to-date inventory of all the DEPARTMENT'S equipment and/or parts that are under the VENDOR'S supervision. The inventory shall contain, but not be limited to, at a minimum:

1. Manufacturer,
2. Model number,
3. Descriptive name,
4. SunGuide name,
5. APL number,
6. Manufacturer serial number,
7. Current location, and
8. Condition (new, used or damaged).

The DEPARTMENT reserves the right to store devices and/or parts at an independent storage area within 20 miles of the regional TMC. The VENDOR is responsible for picking up parts as needed from DEPARTMENT storage areas under the terms of this CONTRACT.

Any equipment purchased by the VENDOR on behalf of the DEPARTMENT, using DEPARTMENT funds, belongs to the DEPARTMENT and shall be entered into the inventory list maintained by the VENDOR. Upon termination or ending date of the CONTRACT, all DEPARTMENT property shall be transferred to the DEPARTMENT.

4.2.1 Device Inventory

The VENDOR shall maintain and have readily available an up-to-date inventory of all the DEPARTMENT'S equipment that the VENDOR is responsible to maintain and all spare parts and devices in the VENDOR'S or DEPARTMENT'S possession. This

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inventory will be kept current in the Maintenance Inventory and Management System, (MIMS).

4.2.1.1 Existing TMC Device Inventory

The VENDOR shall maintain and have readily available an up-to-date inventory of all the DEPARTMENT'S TMC equipment and/or parts that are under the VENDOR'S supervision. The inventory shall contain, but not be limited to:

1. Manufacturer,
2. Model number,
3. Descriptive name,
4. Manufacturer serial number,
5. Current location and condition (new, used or damaged),
6. If the equipment is a spare,
7. Date of purchase,
8. Date(s) of repair,
9. Date when scrapped, and
10. Warranty status.

4.2.1.2 Existing Field Site Device Inventory

The VENDOR shall maintain and have readily available an up-to-date inventory of all the DEPARTMENT'S equipment and/or parts that are under the VENDOR'S supervision. The inventory shall contain, but not be limited to:

1. Manufacturer,
2. Model number,
3. Descriptive name,
4. Manufacturer serial number,
5. Current location and condition (new, used or damaged),
6. If the equipment is a spare,
7. The site where it belongs and type of site (CCTV, DMS, etc.), if applicable,
8. Location of site, if applicable,
9. Date of purchase,
10. Date of repair,
11. Date when scrapped, and
12. Warranty status

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4.2.2 Inventory Database/Facilities Management System

The DEPARTMENT is using the ITS Facility Management (ITSFM) system to support the long-term ITS asset and configuration management needs of the ITS Program statewide. The ITSFM compiles SYSTEM asset information in a single, web-accessible repository, allowing the DEPARTMENT to collectively manage the entire system in a coordinated manner. The ITSFM is hosted provided by the Central Office to the Districts and other regional partners.

The VENDOR shall use the ITSFM for inventory and facilities management purposes. The VENDOR will be responsible for the operations and maintenance of ITSFM data used to inventory the SYSTEM field equipment including, but not limited to, outside plant cabling, duct, splice points, terminations, field devices, and other field installed assets. The VENDOR shall document as-built information about the SYSTEM and work performed under this CONTRACT.

The information contained within the ITSFM is confidential material; therefore, the VENDOR must ensure that VENDOR staff working under this CONTRACT has passed the Florida Department of Law Enforcement (FDLE) or State Law Enforcement Radio System (SLERS) background check so the DEPARTMENT can issue user login credentials to the ITSFM. The DEPARTMENT will provide user training on the ITSFM system and assign appropriate login credentials to VENDOR staff that successfully complete training.

The VENDOR shall provide field staff with an ITSFM-compatible laptop computer with direct Internet access from the equipment site to ensure that the maximum benefit from the ITSFM is available to the user. Asset changes to the system shall be updated to the database in real-time or as otherwise directed by the DEPARTMENT. The VENDOR will be responsible for recurring usage cost including computer hardware, connection to the Internet, etc.

The VENDOR shall include the resources required to populate the database and routinely update the database as maintenance work changes the inventory and configuration. Information populated in the ITSFM shall meet the positional accuracy and content defined in the latest version of the ITSFM technical memorandum "Implementation Guidelines and Minimum Requirements."

4.2.3 Utility Locating Services

The VENDOR shall be responsible for locating and designating existing and future subsurface utilities associated with the SYSTEM. Cost to repair or replace underground facilities damaged as a result of incorrect locates shall be the responsibility of the VENDOR. The VENDOR must register with the Sunshine 811 System within 30 days of CONTRACT execution. The VENDOR shall be responsible for evaluating all locate tickets within the geographic area defined in this CONTRACT and shall be responsible for locating all DEPARTMENT owned communications infrastructure (including FOC) and electrical conductors within the ITS. Billing and payment for locates must be based on linear footage located and administrative costs associated with ticket review and

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processing in the 811 call ticket database. All footages shall be validated by the original locate ticket and field photos when location of facilities is completed and the ticket has been closed as "clear or flagged." The VENDOR will be required to locate specific ITS facilities and document their findings within plan sets or another method approved by the DEPARTMENT's Project Manager.

4.3 General requirements for execution of work

The VENDOR is responsible for all labor, materials, and incidentals required to execute and complete the requirements of this CONTRACT including, but not limited to, the following:

1. Project management and contract administration,
2. Communications and coordination between the DEPARTMENT and the VENDOR,
3. Communications and coordination with other contractors and vendors,
4. Personnel requirements,
5. Project recordkeeping,
6. Device availability matrices,
7. TWO requirements for payment of services,
8. Status meetings, including meeting minutes and agendas,
9. Utility locate administration,
10. Preventive maintenance and routine maintenance,
11. Minor and major repairs and parts replacement (including warranties and replacement parts),
12. Material and equipment requirements,
13. Utility coordination for network and/utility services,
14. Emergency power, and
15. Disaster reporting.

Device failures can be described as emergency, priority, and routine. Each failure type has specific requirements for acknowledgement and response times depending on the severity and extent that the failure impacts the operation of the SYSTEM. Liquidated damages shall be assessed for failure to acknowledge or respond to device failures as described in the CONTRACT. The VENDOR shall fully cooperate with all utility owners during activities such as, but not limited to, construction, installation, or repair associated with this CONTRACT. The VENDOR shall call Sunshine 811 a minimum of 48 hours and a maximum of 96 hours before any excavation work requiring locate services from member operators of Sunshine 811.

The VENDOR shall furnish and install all equipment and materials, and perform all work in accordance with all applicable standards and procedures. The VENDOR is responsible for ascertaining the exact location of all utilities prior to beginning work in an area. Utility locations as shown on DEPARTMENT plans are approximate and may not

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include all utilities. If any utility damages are incurred as a result of VENDOR'S operations, it shall be the VENDOR'S sole responsibility to repair such damages or bear the cost of repairs performed by others.

The VENDOR shall be responsible for coordinating and meeting with all utility companies having overhead or underground facilities in proximity with work performed under this CONTRACT. The VENDOR shall be responsible for determining and performing any needed SUE work.

The VENDOR shall be responsible for providing the DEPARTMENT with a detailed damage report after the occurrence of a disaster, natural or otherwise. This report shall include an individual site analysis including, but not limited to, the following information:

- Device location,
- Date and time of visit,
- Description of failure or issue and system impacts,
- Site conditions noted, i.e. submerged, structure down, no power,
- Photo documentation (digital only),
- Damaged parts list: type, model, and serial and control numbers,
- Needed parts list,
- Repair cost breakdown,
- General notes, and
- Schedule of repair duration.

The damage report by the VENDOR shall be per site and include all devices connected to the cabinet location. The VENDOR'S report shall include an Executive Summary and a Cost Summary including all parts necessary to re-establish the system in working order. The DEPARTMENT'S Project Manager shall establish time frames for damage reports to be delivered to the DEPARTMENT depending on the severity of the disaster.

4.3.1 Scheduling and Execution of Work

All work shall be scheduled with and approved by the DEPARTMENT'S Project Manager. The VENDOR shall work with the DEPARTMENT'S Project Manager under this CONTRACT to establish normally scheduled activities. Work not covered under the scope of agreed upon scheduled activities must be expressly authorized by the DEPARTMENT'S Project Manager.

The VENDOR will be required to perform new field device and infrastructure installations, all SYSTEM support, routine and preventative maintenance, and failed or destroyed component replacement as needed by the DEPARTMENT. All services will be performed on a Task Work Order (TWO) basis.

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The DEPARTMENT will issue TWO's to authorize the VENDOR to work on any and all services on a system directed by the DEPARTMENT. Work estimates will be prepared by the VENDOR for all TWO's and submitted to the DEPARTMENT's Contract manager for review and approval. The work estimates will include at a minimum: personnel, equipment and/or resources, documentation of work to be performed, travel requirements if outside the contract area, itemized cost breakdown, and work schedule. No work will be undertaken by the VENDOR unless it has been authorized in writing from the DEPARTMENT. Each TWO issued by the DEPARTMENT's Contract Manager through the MIMS system will serve as a formal notice-to-proceed and may include an effective time period for the particular TWO being issued.

4.3.2 Mobilization

Work under this contract will require movement of personnel, equipment, supplies, and incidentals. All preparatory work and operations for beginning work, including movement of personnel, equipment, supplies, and other incidentals for a project (one work order), must be authorized by the DEPARTMENT Project Manager. Because of the unique nature of this contract and the work specified herein, mobilization may be paid according to a work level assigned by the DEPARTMENT Project Manager as needed on a case-by-case basis.

Work level will be determined according to the following criteria:

Level 1: This level is for normal preventive maintenance and minor repair activities associated with all weekly field work performed under this CONTRACT. This level includes the use of a vehicle, including a bucket truck, and other common equipment used to perform preventive maintenance and minor repairs.

Level 2: This level is for minor and major repairs that cannot be remedied using one technician and vehicle during a normal preventive maintenance visit. Level 2 work may include, but is not limited to: conduit and pull box installation, cabinet installation, pole installation, and other operations requiring more than one vehicle. This level is inclusive of the services described in Level 1 and may include up to four technicians and vehicles.

Level 3: This level is for major repairs and emergency work that requires more than four technicians and vehicles, or requires additional specialty equipment and other unique resources.

4.3.3 Maintenance of Traffic

MOT shall include the planning, furnishing, installing, maintaining, and removing of traffic control and safety devices. The need for lane closures shall be determined on a case-by-case basis as requested by the VENDOR. Any request for a planned lane closure shall be submitted to the DEPARTMENT'S Project Manager two weeks in advance of the proposed lane(s) closure. The VENDOR will be given a notification list by the DEPARTMENT containing all contacts that shall be notified of the lane(s) closure by the VENDOR. The VENDOR shall coordinate MOT activity with regional transportation management center (RTMC) operations and any other governing operations center.

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The VENDOR shall have at least one individual on its staff throughout the term of this CONTRACT with a Florida Advanced Maintenance of Traffic certification.

Because of the unique nature of this contract and the work specified herein, MOT shall be paid for according to the particular work level assigned. The level shall be determined by the DEPARTMENT Project Manager and assigned with each work order. In instances where no MOT operations are anticipated, there will be no MOT level assigned. The level shall be determined according to the following criteria:

Level 1: Where at least a portion of the work assigned on the work order is to be performed off the roadway, but in close enough proximity to the traveled way to require signing, but does not require lane closure.

Level 2: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a rural or low volume urban two-lane, two way roadway (day work, flagging).

Level 3: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway, such as a rural or urban state or United States (US) route (day or night work, off-duty law enforcement not required).

Level 4: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway such as a rural or urban state or US route (day or night work, off-duty law enforcement required).

Level 5: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a limited-access facility (Interstate or Turnpike), rural or lower volume urban (day or night work, off-duty law enforcement not required).

Level 6: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of one or more lanes of a multi-lane, divided or undivided roadway (Interstate or Florida's Turnpike), daylight or nighttime hours where off-duty law enforcement is required.

Level 7: This level may be used in conjunction with any of the above levels where additional signage or additional law enforcement are required to detour traffic around work zones to alternate roadways.

4.3.4 Warranty for Vendor Services and Materials

The VENDOR warrants to the DEPARTMENT that all services, materials, parts, and supplies furnished under this CONTRACT shall be free from defects in material or workmanship and in accordance with good trade practices and local, state, and federal codes.

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The VENDOR guarantees that upon completion of the services required by the CONTRACT, the work areas shall be left in a clean, sanitary, and safe condition.

The VENDOR agrees that each job assignment performed will be reviewed and approved by the VENDOR'S Project Manager before the DEPARTMENT'S Project Manager is requested to approve and process invoices for payment.

The VENDOR will correct deficient work and replace defective material provided and supplied, or credit the DEPARTMENT for the inadequate services and materials. The DEPARTMENT'S Project Manager shall have the right to determine which course of correction must be taken.

Upon completion of a repair, the VENDOR shall warranty their work for a period of 90 calendar days from the date of acceptance by the DEPARTMENT. The VENDOR shall transfer manufacturer's warranties for parts and materials to the DEPARTMENT.

4.3.5 Lost, Stolen, or Damaged Department Owned Resources

The DEPARTMENT'S Project Manager will provide a list of DEPARTMENT owned resources for the VENDOR. The VENDOR shall acknowledge receipt and responsibility of the DEPARTMENT owned resources by executing a State of Florida Department of Transportation "Property Transfer Receipt" form.

A representative of the DEPARTMENT will inventory all DEPARTMENT owned resources annually. In the event DEPARTMENT owned resources have been lost, stolen, or damaged, and had been in exclusive possession and control of the VENDOR, the VENDOR will replace the DEPARTMENT owned resources before the end of the calendar year when the item(s) was known to be lost, stolen, or damaged. If the item is not directly replaceable due to non-availability of identical models, the VENDOR will replace the item with a functionally equal or better item or directly compensate the DEPARTMENT. The risk of loss to any equipment being repaired or replaced shall be the responsibility of the VENDOR having possession or control of the equipment at the time of the loss.

4.3.6 Use of Subcontractor(s) or Subconsultant(s)

The support of the SYSTEM may require a multi-disciplinary team made up of a prime VENDOR and subcontractors to successfully fulfill the obligations of this CONTRACT. The VENDOR must provide contact information for all subcontractors and indicate their areas of expertise and responsibility. Use of subcontractors must be coordinated with, and approved by, the DEPARTMENT's Project Manager.

4.4 Working Hours, On-call Responsibilities, Response Times, and Limitations

4.4.1 Standard Hours of Operation

The VENDOR shall have maintenance personnel available at all times including nights, weekends, and holidays. However, standard hours of operation are Monday through Friday from 8:00 a.m. – 5:00 p.m.

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4.4.2 On-call Responsibilities

The VENDOR shall provide on-call staff at all times. On-call staff assignments shall be coordinated with the DEPARTMENT's Project Manager and clearly communicated to staff responsible for TMC operation. Qualified maintenance staff shall be on-call during weekends and statutory state holidays and at all times for the term of this CONTRACT to respond to calls and issues. The VENDOR may be required to perform repairs and maintenance outside of normal business hours.

4.4.3 Response Times

The response times below require that qualified VENDOR staff with appropriate equipment, tools, and available parts be on-site and ready for work.

4.4.3.1 Standard Response Time

Response time for preventive maintenance and routine maintenance shall be within the next business day (DEPARTMENT holidays excluded) unless otherwise deemed necessary by the DEPARTMENT's Project Manager.

4.4.3.2 Repair Services Response Time

Response time for repair services shall be within four hours to the site 24x7x365.

4.4.3.3 Emergency Response Time

Response time shall be within two hours to the site 24x7x365.

4.5 Security and Safety Requirements

The VENDOR shall utilize proper safety measures to ensure the proper protection for persons and property at all times.

The VENDOR shall be responsible for ensuring that all equipment used is maintained in a safe and efficient manner in accordance with all local, state, and federal laws, safety organizations, regulations, and guidelines pertaining to providing the required services.

The VENDOR shall follow all safety requirements outlined in the National Electric Safety Code, OSHA, and any standards or practices for safe installation or maintenance of required equipment per this CONTRACT.

The VENDOR shall be responsible for any injury to person(s) or damage to property that occurs as a result of VENDOR activities under this CONTRACT. The VENDOR shall notify the DEPARTMENT immediately after any injury incurred by person(s) working under this CONTRACT.

At the conclusion of a workday, the VENDOR'S personnel must leave the work area free of safety hazards. The DEPARTMENT assumes no liability for any equipment or personal belongings or effects left unattended on DEPARTMENT property.

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The VENDOR shall be solely responsible for the safety of all its personnel.

The VENDOR shall be solely responsible for maintaining the safety required and providing safety equipment and procedures for the protection of employees and the public throughout the area(s) where work is performed under this CONTRACT.

If any deficiency may cause harm to life or property, or violate any rules or regulations such as, but not limited to, Americans with Disabilities Act, OSHA, or otherwise contained herein, the DEPARTMENT may take immediate corrective action(s), and the VENDOR shall be responsible for the burden of any associated direct and/or indirect costs.

4.6 License and Insurance Qualifications

The VENDOR shall hold the licenses and certifications necessary to provide the services described in this CONTRACT in the counties specified and be required to submit proof of licenses and certifications prior to work being performed.

The VENDOR shall certify that skilled employees and/or subcontractor(s), who possess the necessary specialty licenses, as required by law to perform the work, shall provide the services being performed and provided by the VENDOR as described in this CONTRACT.

All records, insurance, and licenses must be current. The VENDOR must provide the DEPARTMENT's Project Manager with evidence of current records, insurance, and licenses and copies must be kept on file in the RTMC for the duration of this CONTRACT and all renewals.

4.7 Location of the work

The Contractor shall be responsible for maintenance of all existing, under-construction, and future DEPARTMENT owned and operated SYSTEMS located in the following counties:

- Brevard, Volusia, Flagler, Seminole, Orange, Lake, Osceola, Sumter, and Marion Counties.

4.7.1 Transportation Management Center

The VENDOR is to provide maintenance services for components of the SYSTEM located in the TMC. Certain services and parts may only be provided by an authorized manufacturer's reseller/service center, including, but not limited to:

- Parts-only replacement warranty from the manufacturer registered in the DEPARTMENT'S name.
- Semi-annual maintenance visits for video wall alignment.

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- Up to four visits a year to CAST/color balance the wall, replace air filters, and clean the lens and screens. These visits are to be scheduled at the discretion and interval of the DEPARTMENT.
- Repair service for video wall components. Repair work is to be coordinated with the DEPARTMENT'S personnel to determine the level of response/repair needed. Work on the TMC video wall shall only be performed by manufacturer-certified personnel. The CONTRACTOR shall provide proof of certification for personnel allowed to work on the wall.
- Lamp lease, replacement program, or replacement.
- Spare lamps and projection engines.
- Video wall controller and software upgrades.
- Video wall servers.
- Video wall displays (e.g., Televisions, monitors, or similar).

4.7.2 Field Sites

The VENDOR is to provide maintenance services for components of the SYSTEM located at existing and future field sites throughout the geographic coverage area of the CONTRACT.

4.8 Required Qualifications

4.8.1 Staffing Requirements

Support of the SYSTEM will require a multi-disciplinary team. The following areas of expertise are considered to be the minimum necessary to successfully fulfill the obligations of this CONTRACT. Subcontractors submitted with the response are allowed.

- Project management / administration;
- Electrical trades;
- Electronic and electro-mechanical component diagnostics, troubleshooting, and repair;
- Computer hardware troubleshooting and repair;
- Local area network and wide area network design, operation, and maintenance;
- Ethernet, serial, and wireless communications;
- Networking and network protocols, including switching, routing, VLANs, OSPF, PIM, SNMP, IGMP, IGRP, DVMRP, DNS, etc.;
- Computer applications / database management;
- Analog and digital video transmission;
- Fiber optic network configuration and administration;
- FOC termination, splicing, testing, and management;

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- Installation, configuration, troubleshooting, and maintenance of analog and digital video equipment, network devices, DMSs, HAR systems, RWIS, and vehicle detection systems (VDS);
- Programming and operation of traffic controllers;
- Grounding and surge protection systems and related equipment;
- Configuration management;
- Security devices for SYSTEM installations;
- Installation of ITS poles and structural supports according to DEPARTMENT procedures; and
- MOT.

The VENDOR shall keep a staff of the required levels to respond to all requirements of this CONTRACT at all times during the term of the CONTRACT. The VENDOR shall have the option to provide the same dedicated maintenance staff on-site full-time in the DEPARTMENT'S designated location(s). The VENDOR shall develop a staffing plan indicating how absences and vacations will be covered, and the expected activities of each proposed staff member. The VENDOR shall provide suitable replacement staff during vacations or sick periods of primary staff.

The VENDOR must provide resumes for all personnel proposed for this CONTRACT in their bid package. Any changes to staff identified in the bid package submitted by the VENDOR shall be subject to review and approval by the DEPARTMENT in writing before any billable services are authorized. Requests to add or change staff must be accompanied with accurate and current resumes for proposed individuals, including information on their licenses and certifications as well as a description of their expected duties.

The DEPARTMENT will conduct VENDOR performance reviews on an annual basis. When deficiencies are identified with VENDOR employees assigned to the CONTRACT, the VENDOR will immediately implement remedial action. Remedial actions may include further training of the employee, subdivision or reassignment of the employee, addition of staff, and removal of the employee from the CONTRACT. All VENDOR employees working on this CONTRACT are understood to be working under the direction and at the will of the DEPARTMENT Project Manager.

4.8.1.1 Maintenance Staff Location and Availability

VENDOR staff whose primary function is performing work associated with this CONTRACT shall be located within the geographic coverage area designated by the DEPARTMENT. The VENDOR shall supply additional skilled staff from other locations, as requested by the DEPARTMENT. The DEPARTMENT may provide work space at DEPARTMENT locations within the geographic coverage area at no cost. The VENDOR must coordinate staff locations and schedules with the DEPARTMENT's Project Manager.

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4.8.1.2 Position Descriptions

The VENDOR-provided maintenance staff shall have the following minimum qualifications. The final quantities of each position shall be determined during the CONTRACT negotiations and agreed upon by the VENDOR and the DEPARTMENT'S Project Manager. The VENDOR and/or DEPARTMENT shall have the ability to add staff that is not defined herein, at any time under the term of this CONTRACT, as requested by the project requirement and staffing needs change.

ITS Project Manager

The VENDOR shall designate an ITS Project Manager who shall respond to all authorizations for services to the SYSTEM under this CONTRACT. The VENDOR'S ITS Project Manager shall be responsible for all work necessary to provide for the general management, oversight, quality control, and administration of all CONTRACT activities and support personnel. The VENDOR'S ITS Project Manager ensures that the requirements of the CONTRACT are met on a daily basis at all times. The ITS Project Manager is responsible for ensuring that maintenance activities supporting the SYSTEM are in accordance with this CONTRACT, Standard Operating Procedures (SOP), protocols, and policies.

The responsibilities include, but are not limited to, the following:

- Provide oversight of all work performed under this CONTRACT;
- Follow direction set by the DEPARTMENT'S Project Manager;
- Perform project-related assignments to include the planning, organizing, and developing of complicated tasks as assigned by the DEPARTMENT;
- Direct oversight of project professionals and staff;
- Direct training and indoctrination of workers to improve performance and acquaint workers with CONTRACT requirements, policies, and procedures;
- Recommend changes, review progress, and approve work products for the Maintenance Program;
- Recommend ITS equipment specifications and assist in developing operating procedures for ITS devices;
- Requisition tools, spare parts, equipment, and supplies required for maintenance operations;
- Train assigned staff in proper work methods and techniques and in the set up and use of equipment;
- Monitor allocated budget for spare parts and supplies and manage spare parts consumption and usage to ensure that budget levels are met;
- Track project budget, inventory, and tasks assigned, and provide monthly updates, status of work, and cost summaries;

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- Prepare and submit monthly invoices by tenth working day, progress reports and other documents by fifth working day of the month;
- Provide sufficient staff and resources for all tasks and activities throughout the duration of the CONTRACT;
- Ensure that maintenance staff have the required qualifications and background check documentation before being employed by the VENDOR;
- Meet on a bi-weekly basis with the DEPARTMENT'S Project Manager to review and discuss tasks completed during the previous week, task assignments for the current week, and two-week "look ahead" schedule;
- Provide summary minutes within one week after each meeting for review and approval by the DEPARTMENT;
- Coordinate activities of workers repairing, upgrading, modifying, or installing equipment or systems in order to improve existing equipment;
- Interact with the DEPARTMENT'S staff managers and consultants to review issues pertaining to equipment or systems performance and status;
- Attend meetings as directed by the DEPARTMENT to ongoing phase(s) of ITS construction meeting, utility coordination meeting, and others as directed; and
- Perform other tasks as assigned by the DEPARTMENT.

Coordinator/Administrative Assistant

The Coordinator/Administrative Assistant position is responsible for supporting the VENDOR'S maintenance staff and DEPARTMENT'S Project Manager on day-to-day business matters regarding maintenance services and utility locate coordination. The Coordinator/Administrative Assistant shall possess, but not be limited, to the following qualifications:

- Supplies administrative support services to the maintenance staff and assumes the role as an administrative liaison with internal and/or external sources;
- Performs routine office or clerical support tasks according to well-established procedures. Examples of work performed may include sorting and distributing mail, photocopying, filing, posting or proofing data, or answering telephone calls and recorded messages;
- Work performed may also include composing routine correspondence, preparing routine reports, scheduling meetings or appointments, screening and directing incoming calls, providing information, maintaining files, or transcribing dictation;
- Prepares documents using Microsoft® applications; formats, proofs, edits for errors;
- Assists ITS Project Manager on the data entry of the inventory tracking database; and
- Performs other tasks as assigned by the DEPARTMENT.

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ITS Maintenance Technician(s)

The ITS Maintenance Technician shall be responsible for installing, maintaining, and repairing ITS devices; assisting in the ITS design review and the development of SOP; and performing a variety of technical tasks related to their assigned area of responsibility. The ITS Maintenance Technician shall receive general supervision from the VENDOR'S ITS Project Manager and DEPARTMENT'S Project Manager. The technician shall document all work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

- Installs and maintains a wide variety of SYSTEM devices;
- Troubleshoots malfunctions; isolates defects and repairs devices and equipment using above ground equipment on high-speed, high-volume roads and freeways;
- Verifies proper device and system operation; conducts inspections and periodic preventive maintenance;
- Monitors ITS device operation through the use of a laptop computer in the field or a desktop computer in the TMC; uses SYSTEM software, both proprietary and nonproprietary; recommends and safely completes appropriate changes for effective SYSTEM operation;
- Performs repair, removal, and replacement of poles, cabinets, controllers, and other equipment; repairs conduit and pull wires and cable, as needed; performs emergency repairs as needed;
- Modifies or updates existing SYSTEM devices and equipment to improve traffic flow;
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of SYSTEM devices; makes corrections to schematics and plan sets;
- Performs field and bench testing procedures on a variety of SYSTEM equipment; tests, troubleshoots, and repairs SYSTEM equipment to component level of micro processing systems; maintains and services a variety of test and repair equipment;
- Assists TMC network administrator with repairs and connection of intercommunication cable and related equipment;
- Documents work performed on all SYSTEM devices and daily activities; and
- Performs other tasks as assigned by the DEPARTMENT.

Electrician(s)

The SYSTEM Maintenance Electrician shall be responsible for installing, maintaining, and repairing electrical SYSTEM devices; assisting in SYSTEM design review and the development of SOPs; and performing a variety of technical tasks related to their assigned area of responsibility. The Electrician shall receive general supervision from the VENDOR'S ITS Project Manager and DEPARTMENT'S Project Manager. The

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electrician shall document and photograph the work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

- Directs and participates in a wide range of functional electrical tasks on SYSTEM components; isolates prime power malfunctions and coordinates repairs with power company; replaces power service points as needed;
- Performs field and bench testing procedures on a variety of SYSTEM and power equipment, such as automatic transfer switches, generators, load switches, power service assemblies, CCTV systems, VDS, DMSs, radio communication facilities, and others; tests, troubleshoots, and repairs SYSTEM equipment to component level of micro processing systems; maintains and services a variety of test and repair equipment;
- Installs and maintains a wide variety of SYSTEM devices;
- Troubleshoots malfunctions; isolates defects and repairs devices and equipment using a bucket truck on high-speed, high-volume roads and freeways; has exposure to electrical energy, high voltage, heat, cold, noise, dust, fumes, inclement weather conditions;
- Verifies proper device and system operation; conducts inspections and periodic preventive maintenance;
- Monitors SYSTEM device operation (i.e. UPS input/out) through the use of a laptop computer in the field or a desktop computer in the TMC; uses sophisticated SYSTEM software, both proprietary and non-proprietary; recommends and safely completes appropriate changes for effective system operation;
- Performs repair, removal, and replacement of poles, cabinets, controllers, and other equipment; repairs conduit and pulls wires and cable, as needed; performs emergency repairs as needed;
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of SYSTEM devices; makes corrections to schematics and blueprints;
- Documents work performed on all SYSTEM devices and daily activities; and
- Performs other tasks as assigned by the DEPARTMENT.

Utility Technician(s)

The Utility Technician shall be responsible for identifying the underground location, delineating, and marking on the ground of existing utilities, per requests from 811, the VENDOR ITS Project Manager, or DEPARTMENT Project Manager. The utility locates shall include, but not be limited to, FOC backbone and drop cables, power cables, composite cables and all pull boxes (electrical/FOC) that constitute DEPARTMENT owned underground utilities. The Utility Technician shall also meet with parties requesting utility locates as necessary in the field to supplement marking SYSTEM

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utilities. Whenever available, the Utility Technician shall assist with the installation, maintenance, and repair of SYSTEM devices. The Utility Technician shall be able to respond to emergency utility locate ticket(s) as requested by the VENDOR ITS Project Manager or the DEPARTMENT'S Project Manager. The Utility Technician shall document and photograph the work performed on all utility locating and daily activities.

Fiber Technician(s)

The Fiber Technician shall be responsible for troubleshooting and repairing or replacing patch panels, patch cables, splice enclosures, splice trays, splices, sno-shoes, optics, terminations (pigtailed or buffer tube fan out kits), and any such items related to network and device connectivity.

4.8.1.3 General Appearance and Conduct

VENDOR staff shall exercise good judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the DEPARTMENT. The DEPARTMENT reserves the right to require removal of any VENDOR employee from this CONTRACT who cannot perform their duties to the satisfaction of the DEPARTMENT or damages the reputation of the DEPARTMENT and/or the VENDOR.

Uniforms

VENDOR staff will wear clean and neat uniforms at the start of each shift. VENDOR staff shall be required to wear a picture ID issued or approved by the DEPARTMENT. Uniforms are required for all maintenance and support staff and must include company logos to assist the DEPARTMENT and Florida Highway Patrol in identifying authorized personnel at the TMC and at roadside work locations.

4.8.1.4 Training

The VENDOR shall provide qualified instructors and all materials for training VENDOR staff in the maintenance, operation, and troubleshooting of equipment, hardware, software, and firmware for all SYSTEM devices. DEPARTMENT staff may participate in training with VENDOR staff. Training shall be conducted on an as-needed basis and shall consist of formal classroom lectures as well as "hands-on" training that consists of working with actual equipment and testing of SYSTEM devices and the entire SYSTEM.

4.8.2 Personnel Vetting

During the term of the CONTRACT, the VENDOR shall provide resumes of all proposed primary maintenance staff and all new hires along with certification or documentation of the following: drug test results, criminal background check, drivers' licenses, and other information for approval prior to hiring.

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4.8.2.1 Background Check

Each of the VENDOR'S staff assigned to service this CONTRACT and SYSTEM must pass a SLERS background check to access the TMC for repair and coordination/progress meetings. The VENDOR shall provide the DEPARTMENT's Project Manager with proper documentation, and the DEPARTMENT will coordinate the SLERS background check with the Florida Highway Patrol. It will be the responsibility of the VENDOR'S ITS Project Manager to ensure coordination of the background checks for the term of this CONTRACT.

The DEPARTMENT and VENDOR reserve the right to reject any staff prior to being assigned duties.

4.8.2.2 Criminal Record Check

Individuals with felony conviction records shall not be hired. A criminal history record check shall be conducted by an approved DEPARTMENT agency and shall be provided by the VENDOR to the DEPARTMENT for each employee before hire or access to the TMC. These criminal record checks shall go back as far as the employee's birth. The VENDOR shall perform criminal checks annually for all VENDOR staff. Additionally, the DEPARTMENT may elect to have VENDOR perform periodic criminal record checks on VENDOR staff.

4.8.2.3 Drug-Free Workplace Certification

The VENDOR shall provide proof, by a licensed medical practitioner or technician, that all VENDOR staff is drug-free in accordance with Section 112.0455, *Florida Statutes*, prior to beginning operations. The VENDOR shall submit the proof described above for staff every year thereafter.

4.9 Materials to be Furnished

All equipment and component parts that are furnished will be new, unused and will meet all requirements of this CONTRACT, and will be in operable condition at the time of delivery. All parts will be of high quality workmanship and no part or attachment will be applied contrary to the manufacturer's recommendations or standard practice. If authorized by the DEPARTMENT, cannibalized parts from damaged DEPARTMENT equipment may be used if it does not affect a warranty.

4.9.1 Vendor Facilities

The VENDOR will maintain and store the DEPARTMENT's SYSTEM equipment or spare parts, in a location approved by the DEPARTMENT's Project Manager. This location will be marked specifically for this CONTRACT and will not be used for any other purposes. This location will be Temperature and Humidity Controlled, provide restricted access (Log in/out of personnel), require logging in and out of parts and equipment by individual, and be separate from any other warehouse area. A copy of the checkout procedures is required to be presented to the DEPARTMENT for approval.

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Parts or equipment to be stored outside the DEPARTMENT's storage area will be authorized by the DEPARTMENT's Project Manager; by default all spare parts or equipment not installed and operating will be stored at the storage area dedicated to this project as approved by the DEPARTMENT's Project Manager. The VENDOR will maintain and have readily available an up-to-date inventory of all the DEPARTMENT's equipment and/or parts that are under the VENDOR's supervision. The inventory will contain, but not be limited to, at a minimum: the manufacturer, model number, descriptive name, SunGuide ITS inventory APL number, manufacturer serial number, current location and condition (new, used or damaged). The DEPARTMENT reserves the right to store devices and/or parts at an independent storage area within twenty (20) miles of the District Five Headquarters Office. Upon request, the VENDOR must be able to produce individual devices shown on the inventory within 15 minutes of request or replace with a new device at no cost to the DEPARTMENT. If the DEPARTMENT chooses to do so, it will be the responsibility of the VENDOR to pick up parts as needed under the terms of this CONTRACT and adhere to the response times as listed in this CONTRACT.

4.9.2 TMC Devices, Field Devices, and other Hardware

All equipment and component parts that are furnished will be new, unused, will meet all requirements of this CONTRACT, and will be in operable condition at the time of delivery. All parts will be of high-quality workmanship and no part or attachment will be applied contrary to the manufacturer's recommendations or standard practice. If authorized by the DEPARTMENT, working parts recovered from damaged DEPARTMENT equipment may be used if such use does not negatively impact the warranty of equipment in which it is installed.

The following is a listing of typical TMC and Field Devices currently in use: CCTVs, MVDS, DMS, ADMS, Field Managed Ethernet switches, Layer 3 switches, UPS, RPM, Media Converters, Cyber Key Authorizers, Cyber Locks, Diesel Generators, Transformers, Video Encoders, Port Servers, Loop Cards and Controllers, Switch Optics, & Christy Projectors and bulbs. This list is not all inclusive.

Inventory Levels of Spare Parts and Equipment is required to ensure that the service restoration timeframes of this contract will be met.

4.9.3 Software

The VENDOR is expected to use, purchase, or have the following software available for the performance of work described in the contract: Maintenance and Inventory Management System (MIMS), ITS Facility Management (ITSFM), SunGuide, and OSPInsight.

4.9.4 Incidental Materials

The VENDOR shall be responsible for providing incidental materials that are necessary to perform the general nature of work described in this CONTRACT.

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4.9.5 Equipment, Machinery, Tools, and Vehicles

The VENDOR shall provide on-site equipment including, but not limited to, bucket trucks, cranes, inspection/maintenance trucks/vehicles, field engineering equipment, air compressor, machinery, tools, materials, cellular phones, and other equipment necessary to perform the service required under this CONTRACT.

The VENDOR shall provide a bucket truck capable of reaching a minimum height of 40 feet for regular use under this CONTRACT. In addition, the VENDOR shall be able to provide a bucket truck capable of reaching 55 feet within 24 hours of request by the DEPARTMENT'S Project Manager.

The VENDOR shall provide maintenance and inspection vehicles for the ITS Project Manager, ITS Maintenance Technician(s), Electrician, and Utility Technician. The VENDOR shall provide the availability of an environmentally controlled van or trailer accustomed for conducting fiber optic fusing splicing and other similar type of work inside the van or trailer, within 48 hours of the request of the DEPARTMENT'S Project Manager. All vehicle(s) shall have sufficient towing and hauling capabilities to carry out the tasks specified in this CONTRACT.

VENDOR logos shall be required on vehicles and equipment dedicated for use and performance of work under this CONTRACT. VENDOR vehicles that are regularly used to perform work under the CONTRACT must have the following markings: VENDOR logo and any other safety messages required for vehicles stopping on limited-access facilities to conform to all safety agency regulations. Vehicles shall be outfitted with the appropriate strobe and safety lights required to perform their field duties.

The VENDOR shall be responsible to provide a new laptop computer with docking station for each primary maintenance staff. The laptop shall be compatible with the TMC network. Computers and individuals using DEPARTMENT technology resources shall comply with the Security and Use of Information Technology Resources policy of the DEPARTMENT.

The VENDOR shall be responsible to provide a minimum of two (2) smartphones to field personnel capable of scanning and processing information through integration with an existing commercial-off-the-shelf Radio Frequency Identification (RFID) technology solution, as provided by the DEPARTMENT. These devices must incorporate the latest version of either the iOS or Android operating system, and a Qualcomm Snapdragon Quad-core, Apple A9 or Exynos 7 octa-core processor (or equivalent).

The cost of the machinery, equipment tools, and vehicles including, but not limited to pliers, multi-meters, crimp tools, Ethernet packet sniffers, hammers, shovels, battery or electrical power tools, laptop computers, video monitors, vehicles, etc., shall be the VENDOR'S responsibility. The VENDOR shall be responsible for maintaining their equipment, machinery, tools, and vehicles, and all fixed and recurring costs for these items throughout the term of this CONTRACT.

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All measurement equipment and tools shall be calibrated by the manufacturer's certified calibrator and be calibrated on the frequency required by the manufacturer. These equipment and tools include, but are not limited to:

- OTDR,
- Oscilloscopes,
- Waveform and video generators,
- Multi-meters, and
- Earth ground testers,

The DEPARTMENT may, at its sole discretion, provide certain maintenance and measurement tools/equipment for the VENDOR to use under this CONTRACT.

The VENDOR shall maintain and inventory all equipment and tools associated with this CONTRACT, including items provided by the DEPARTMENT. The VENDOR shall ensure that all warranties remain valid on all equipment and that they are properly calibrated for the duration of the CONTRACT.

4.9.5.1 Control of Equipment

The VENDOR shall maintain and store equipment associated with this CONTRACT at the TMC or other location(s) approved by DEPARTMENT'S Project Manager. Storage locations shall be marked specifically for this CONTRACT and shall not be used for any other purposes. Parts or equipment to be stored outside the DEPARTMENT'S storage area shall be authorized by DEPARTMENT'S Project Manager; by default all spare parts or equipment not installed and operating shall be stored at the storage area dedicated to this project as approved by DEPARTMENT'S Project Manager.

The VENDOR shall secure a new storage container(s), as necessary, under this CONTRACT to store spare parts at the location(s) designated by the DEPARTMENT. The DEPARTMENT may elect for the VENDOR to pick-up and deliver parts as needed to locations in the geographic coverage area of this CONTRACT.

4.10 Criteria for Performance Evaluation (Performance Measures)

Throughout the term of the CONTRACT, the DEPARTMENT will conduct reviews of various phases of the VENDOR'S operations to determine compliance with the CONTRACT and the sufficiency with which control procedures are applied to assure activities are in conformity with CONTRACT provisions and DEPARTMENT procedures. Activities include system availability (uptime), data management, and general performance measures.

Immediate remedial action is required for deficiencies to correct work that is not at the level of accepted performance. Failures to correct deficiencies shall result in assessment of liquidated damages.

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4.10.1 Staff Performance

VENDOR staff performance will be reviewed with regard to work quality, professionalism, reliability, and punctuality, and other performance assessments consistent with DEPARTMENT policy.

4.10.2 Availability

The VENDOR will be evaluated with respect to overall responsiveness to DEPARTMENT requests. Response times longer than those agreed upon between the VENDOR and the DEPARTMENT or instances when the DEPARTMENT is unable to reach the VENDOR to request services under this CONTRACT will negatively impact evaluation of availability.

4.10.2.1 Staff Availability

VENDOR staff assigned to this CONTRACT will be evaluated with respect to reliability and responsiveness.

4.10.2.2 System and Device Uptime

SYSTEM, equipment, and SunGuide software reliability are CONTRACT performance indicators. The VENDOR will implement and maintain tools that collect and report SYSTEM availability, including SYSTEM device and overall SYSTEM uptime percentages. Tools and network access used to determine device and system availability must be coordinated with, and approved by, the DEPARTMENT Project Manager. Uptime percentages must be monitored and reported for the following:

1. CCTV cameras,
2. Network devices,
3. Vehicle detection systems,
4. DMS and EDS, and
5. TMC systems (i.e., video wall, TMC central computer system).

Anything less than 100 percent functional is considered "down." The DEPARTMENT shall be responsible for the operation and maintenance of a network monitoring system (NMS) software used to monitor and manage the SYSTEM communications network. The DEPARTMENT shall configure the NMS to communicate with ITS field network devices via simple network management protocol, allowing field devices to be auto-discovered, monitored, and controlled. The NMS determines and displays physical and logical connectivity in networks as well as information pertaining to protocols running over the network. The DEPARTMENT shall expand the NMS as the growth of the SYSTEM network warrants.

The VENDOR shall be responsible for developing an availability report and submit it for approval to the DEPARTMENT'S Project Manager. Availability reports using a tabular format with line charts that display historical device system availability carried forward

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for the duration of the CONTRACT are acceptable. Coordinate the final format of reports with the DEPARTMENT's Project Manager. The VENDOR shall develop the report using data recorded in the NMS and in conjunction with information collected through TMC operations and the DEPARTMENT'S Project Manager.

The report shall include the uptime of all device systems and subsystems, including but not limited to, CCTV cameras, encoders, network communications, VDS, and DMS. This information shall be included with the weekly report and as a stand-alone annual report documenting the total downtime and percentage available, i.e., 99.999 percent for that year per device, with a weighted average for the total equipment percentage reported. Downtime related to incidents or natural disasters shall be recorded separately from all other SYSTEM failures.

4.10.3 Response Times

Response times shall be determined by work priority as defined below:

Work Priority	Description
EMERGENCY	Any SYSTEM infrastructure item that is in a condition that is unsafe and/or may present a life-threatening condition, such as structural failure or potential structure failure due to incident or weather damage, system-wide outage, DMS message being stuck on a sign, fiber cuts, electrical risks, or potential fire risks. Also included is any other response deemed an emergency by the DEPARTMENT'S Project Manager
URGENT	Any SYSTEM component that results in more than one device being down or unusable by the TMC or creates the potential for a system-wide outage. Also included is any other response deemed urgent by the DEPARTMENT'S Project Manager.
PRIORITY	Any SYSTEM infrastructure or component service request for general service or installation as deemed a priority by the DEPARTMENT'S Project Manager.
ROUTINE	All other calls.
Work Priority	Response Time
EMERGENCY	En-route in 1 hour (24x7x365) to site.
URGENT	En-route in 3 hours (24x7x365) to site.
PRIORITY	En-route 6 Hours (24x7x365) to site.
ROUTINE	Next Business Day (DOT Holidays Excluded)

4.10.4 Repair Times

The following are the minimum repair times for the devices indicated. CCTV – 24 hours, MVDS – 48 hours, DMS – 24 hours.

4.10.5 General Performance Measures

General performance measures will be used to indicate how well the VENDOR is adhering to their proposal for this CONTRACT. General performance measures include:

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- Adherence to proposed staffing levels - report the number of working staff hours for the month versus the VENDOR'S proposed staffing hours;
 - Adherence to operating hours - report the number of hours the SYSTEM was operational during the month versus the hours of operation established by the DEPARTMENT as well as the number of hours worked by the VENDOR'S assigned staff versus the hours of operation established by the DEPARTMENT.
- Other data as agreed to between the VENDOR and the DEPARTMENT.

5 SERVICES/MATERIALS PROVIDED BY THE DEPARTMENT

Department Contract Management, coordination, access, reviews, and existing reports/studies will be provided by the DEPARTMENT.

5.1 Contract Management

The DEPARTMENT will assign a Project Manager to be responsible for coordination with the VENDOR and the direct management of their personnel as required performing work on behalf of the DEPARTMENT under this CONTRACT.

5.2 Coordination

The DEPARTMENT Project Manager will assist the VENDOR with coordination of activities and maintenance activities with other stakeholders and work performed on behalf of the DEPARTMENT under this CONTRACT.

5.3 Access to Facilities

The DEPARTMENT will provide access to DEPARTMENT facilities and resources in accordance with DEPARTMENT policies and procedures.

5.4 Spare Parts and incidental materials

The DEPARTMENT may choose to directly purchase SYSTEM devices, parts, and other materials. The VENDOR will take full responsibility for safeguarding materials provided by the DEPARTMENT in accordance with the requirements of this CONTRACT.

6 CONTRACT MONITORING/PROGRESS REPORTING/COORDINATION

The DEPARTMENT will use VENDOR reports and periodic contact with the VENDOR to monitor the contract and VENDOR compliance with agreement terms and conditions, applicable laws, and regulations. Contract monitoring will also be used to verify that activities are being or have been performed in accordance with this agreement; that deliverables have been completed; that funds have been accounted for and used appropriately; and that the goals and objectives of this CONTRACT are being met by the VENDOR. The VENDOR is required to develop and maintain a two-week "look ahead" schedule to assist with coordination and monitoring of work performed under the CONTRACT. Coordinate the format of the schedule and the frequency of updates with the DEPARTMENT Project Manager.

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6.1 Status Reports

The VENDOR shall maintain complete and accurate records, in hard copy and electronic file acceptable to and approved by the DEPARTMENT for all SYSTEM maintenance activities and any other events relating to the CONTRACT. All documentation shall be kept in The VENDOR'S office or other DEPARTMENT-designated location(s).

Project records, files, and equipment owned by the DEPARTMENT shall be delivered to the DEPARTMENT within 30 calendar days prior to submittal of the final invoice by the VENDOR. Final payment shall not be rendered by the DEPARTMENT until all of the conditions of the CONTRACT have been met.

The VENDOR shall keep a documented log of each and every device location. Preventive and routine maintenance, repair logs, parts replacement, special notes, recommendations, and equipment warranty records (if available) shall be included as part of the device log. Multiple device logs can be compiled into a single site log if multiple devices are at a single location. This log shall be presented to the DEPARTMENT by the fifth working day of each month and shall be in an Excel 2003 or later format. The format of the document shall be in a sortable column format that has been pre-approved by the DEPARTMENT.

Device records, at a minimum, shall include, but not be limited, to the following:

- Device location;
- Date and time of failure;
- Description of failure or issue and impacts;
- Report of failure source;
- Technician responding;
- Arrival time at device location;
- Site conditions noted, i.e., weather, accident, or fire;
- Actions taken (successful or otherwise);
- Date and time of resolution;
- Spare parts used: type, model, serial, and control number;
- Photo documentation (digital only);
- Replaced parts: type, model, serial, and control number;
- Action for replaced parts, i.e., in-house repair or return to factory; and
- General notes.

It shall be the VENDOR'S responsibility to maintain complete and accurate records of all work activities and all other events relating to this CONTRACT. Project records shall include, but not be limited to, such items as status reports, meeting notes, cost proposals, invoices, current, and historical inventory records, locate tickets and reports, updated as-built plans, time sheets, and VENDOR'S staff records. Project files shall contain all

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correspondence to and from the VENDOR and subcontractors; consultants; manufacturers; equipment vendors; local, state, and federal agencies; etc., as related to this CONTRACT. These files shall also include all materials information obtained by or given to the VENDOR. All records shall be categorized and organized by date, activity, and subject. Paper documentation shall be scanned into an electronic format and become part of an electronic document repository for the CONTRACT.

The project files shall be established such that they can be delivered to the DEPARTMENT'S Project Manager.

6.1.1 Bi-Weekly Report

The VENDOR prepare and have available for viewing at the request of the DEPARTMENT a bi-weekly status report describing all activities to the DEPARTMENT'S Project Manager. The bi-weekly status reports shall commence at CONTRACT Notice to Proceed (NTP) and shall continue for the duration of the CONTRACT. This report shall include descriptions of all services performed and results of testing conducted during the report period. The report format shall be coordinated with the DEPARTMENT Project Manager. The report shall be a collection of events, data, calculations, decisions, instructions, notifications, circumstances, and work performed each day during the CONTRACT period. The bi-weekly status report shall include, but not be limited to, the following information:

- System availability (summary);
- Device location;
- Date and time of equipment failures identified/reported;
- Description of failure or issue and impacts;
- Source of failure report;
- Technician responding;
- Arrival and departure times;
- Site conditions noted, i.e., weather, accident, or fire;
- Actions taken (successful or otherwise);
- Date and time of resolution;
- Parts used: type, model, serial, and control number;
- Photo documentation (digital only);
- Action for replaced parts, i.e., in-house repair or return to factory; and
- General notes.

6.1.2 Monthly Report

The purpose of the monthly report is to provide a summary of all work performed by the VENDOR and the status of that work over one month's period. The VENDOR shall supply a monthly report on the fifth working day of the month following the monthly report period of the CONTRACT. This report shall include all information collected

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during the reporting period; device availability information; preventive maintenance plan update and progress; and a work breakdown listing the technician, equipment utilized, and repair procedure for each occurrence of work. This report shall also document and certify that all work has been completed in accordance with manufacturer's specifications or as directed by the DEPARTMENTS Project Manager, and any routine and/or preventive maintenance that was carried out as per manufacturer's recommendations. This report shall include an assessment by the VENDOR of equipment failures and their causes such as design/construction errors, age of component, environmental problems, and lightening/surge/power inadequacies. This report can be a compilation of the Bi Weekly Reports.

6.1.3 Quarterly Report

The VENDOR shall develop and submit a quarterly report to the DEPARTMENT Project Manager to provide a summary of all work performed by the VENDOR and the status of work over a three-month period.

The VENDOR shall supply a quarterly report on the fifth DEPARTMENT workday of the month following the quarterly report period duration of the CONTRACT. This report shall include all information from the monthly report for the previous three months and device availability information. This report shall also document and certify that all work has been completed in accordance with manufacturer's recommendations and DEPARTMENT specifications. This report shall include an assessment by the VENDOR of equipment failures and their causes, such as design/construction errors, aging, environmental problems (such as lightning/surge/power issues), etc.

6.2 Meetings

The VENDOR will be required to participate in monthly meetings relating to SYSTEM maintenance as requested by the DEPARTMENT Project Manager. The VENDOR is required to provide minutes within two working days of each meeting. One week is required for Department review and comment.

6.3 Transition Plan

The VENDOR shall be responsible for developing a Transition Plan and submitting it for approval to the DEPARTMENT's Project Manager within 30 days after CONTRACT execution date. The transition plan shall detail how the VENDOR will work with the current service provider to ensure a seamless transfer of maintenance service and to ensure continuous (24x7x265) system operation and functionality of all components of the SYSTEM. The transition period will occur from the time of this CONTRACT execution until the time the previous contract expires.

6.4 Project Management Plan

The VENDOR shall be responsible for creating the Project Management Plan and submitting it for approval to the DEPARTMENT'S Project Manager within 30 days after CONTRACT NTP. The Project Management Plan shall include, but not be limited to, the VENDOR'S staffing plan, hiring plan, tiered staff support plan, hurricane evacuation

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plan, emergency response plan, generator maintenance and refuelling plan, and vehicle maintenance plan.

6.5 Standard Operating Procedures

The VENDOR shall be responsible for developing, maintaining, and further refining SOP for maintenance services and submitting the SOP to the DEPARTMENT'S Project Manager for approval within 60 days after CONTRACT notice to proceed. The SOP shall establish guidelines and procedures for maintenance responsibilities and create an atmosphere conducive to teamwork, accuracy, consistency, and professionalism. At a minimum, the SOP will be reviewed every year, and recommended updates must be submitted to the DEPARTMENT'S Project Manager for review and approval.

7 SUBMITTALS/DELIVERABLES

The MIMS Ticket will serve as the Task Work Order (TWO) for any and all work authorized and performed under this contract.

7.1 Estimates

Estimates will be submitted on request and attached in the MIMS Ticket for approval prior to receiving approval to begin work.

7.2 Replacement Equipment Submittal

All requests to purchase replacement equipment will be submitted in the MIMS Ticket for approval prior to ordering.

7.3 Maintenance Documentation

All documentation of action taken is required to be entered into the MIMS Ticket prior to resolving the ticket.

7.3.1 Maintenance Checklists

Preventative Maintenance Checklists will be submitted for approval by the DEPARTMENT within 30 days of NTP. Completed checklists will be maintained by the VENDOR and subject to review at the request of the DEPARTMENT.

7.3.2 Maintenance Logs

All maintenance activities will be logged in the MIMS Ticket.

7.3.3 As-Built Plans

The VENDOR will keep a current copy of all as-built plans through the duration of this contract.

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8 WORK AUTHORIZATION AND COMPENSATION

Work authorization and compensation is described in the attached EXHIBIT "B,"
METHOD OF COMPENSATION.

9 FINANCIAL CONSEQUENCES

9.1 Liquidated Damages

This CONTRACT contains liquidated damages. The VENDOR acknowledges that failure to complete the services by the completion date designated on the CONTRACT document or TWO, or meet up-time requirements shall cause the DEPARTMENT to incur damages and seek compensation.

Therefore, in the event the VENDOR fails to complete services by the completion dates designated in the CONTRACT or TWOs, the DEPARTMENT shall exercise the remedy of liquidated damages against the VENDOR, in the amount of \$150.00 per day for each calendar day after the designated completion date that the VENDOR fails to complete the services. If the DEPARTMENT allows the VENDOR to continue and finish the services or any part of the services after the expiration of the time allowed, than the DEPARTMENT'S action shall in no way act as a waiver on the part of the DEPARTMENT of the liquidated damages due under this CONTRACT. The Vendor shall pay said sum to the DEPARTMENT not as a penalty, but as liquidated damages.

The VENDOR will continuously collect and assess data for performance monitoring. The VENDOR will submit a monthly performance measures program report that indicates how well the overall system is operating in terms of uptime and system availability. An overall score of 90% device uptime is required. Components of the report include:

1. Element ratings that determine effectiveness of incident management, system availability, data management, and general performance measurement; and
2. Characteristic ratings that determine effectiveness of ITS devices associated with the element ratings.

Additionally the VENDOR is required to certify that ITS components have been maintained in conformance with the device manufacturer recommendations and that warranties remain in effect.

9.2 Other Financial Consequences

It is recognized that this CONTRACT includes "performance based" criteria that shall be evaluated periodically by the DEPARTMENT.

For occurrences where the DEPARTMENT determines that the VENDOR does not meet or exceed the performance standards established herein, the DEPARTMENT shall reserve the right to assess penalties that shall be deducted from the VENDOR'S monthly invoice.

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Infractions that will result in invoice payment reductions for nonperformance shall include, but are not limited to:

- Not providing the Preventive Maintenance Plan Schedule when required - \$250.00 per occurrence, per day.
- Not providing the maintenance logs when required - \$75.00 per occurrence, per day.
- Not conducting preventive maintenance on time and as required - \$100.00 per occurrence, per day.
- Not meeting the diagnostic services response times - \$75.00 per occurrence, per hour.
- Not meeting response times - \$75.00 per occurrence, per hour.
- Not fulfilling warranty requirements - \$250.00 per occurrence, per device.
- Not performing an authorized task within the specific time - \$75.00 per occurrence, per day.
- Not providing proper level of staffing required - \$100.00 per occurrence.
- Not meeting dress code - \$75.00 per occurrence.
- Not meeting required inventory levels - \$100.00 per occurrence, per day.
- Not submitting progress reports on time - \$100.00 per occurrence, per day.
- Not providing the required equipment within 24 hours of DEPARTMENT'S request - \$250.00 per occurrence, per day.
- Not keeping generators fueled - \$100.00 per site, per day.

The list above is not inclusive of all non-performance that causes payment reductions. For any non-performance infractions not specifically listed above, the DEPARTMENT will notify the VENDOR and add the infraction(s) and assign a payment reduction between the amounts of \$75.00 and \$250.00 per event depending on the severity of the infraction, as determined by the DEPARTMENT.

Application of this non-performance reduction in payment will not waive the DEPARTMENT'S right to terminate this CONTRACT in the interest of the DEPARTMENT.

9.3 Invoice Payment Reductions

The DEPARTMENT will reduce invoice payments in order to assess penalties as a result of poor VENDOR performance.

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The attached Department of Management Services form PUR 1000 is hereby incorporated into this Scope of Services by this reference, except that the following paragraphs do not apply: 5, 11, 19, 20, 22, 23, 25, 26, 27, 29, 31, 35, 40, 41, and 42. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the Contract. That substance located elsewhere continues to apply regardless of this exception paragraph.

**State of Florida
PUR 1000
General Contract Conditions**

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the

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Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the

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marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

~~5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.~~

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

~~11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall~~

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~~be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.~~

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be

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automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract. At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN. Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

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17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

~~**19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer. Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall~~

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not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. 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.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase

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orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

~~22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

~~23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.~~

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could

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occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

~~**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.~~

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

~~**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void. Purchase orders for a one-time delivery of commodities or~~

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~~performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract. Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract. Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.~~

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. ~~The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.~~

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30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

~~**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.~~

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession

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of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

~~**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.~~

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to

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extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

~~**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.~~

~~**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.~~

~~**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.~~

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor,

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and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT "B"

RFP-DOT-15-16-5005-ITS

METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits of compensation to be made to the Vendor for the services set forth in Exhibit "A", Scope of Services, and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. A "Task Work Order" (TWO) will be issued by the Department's Project Manager to authorize all work assigned under this contract. The services authorized shall be initiated and completed in accordance with Exhibit "A", Scope of Services, as directed by the Project Manager.

3.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Limiting Amount of \$ 300,000.00. It is agreed that this amount will be the limit of all compensation due the Vendor for performance of the services described in Exhibit "A". The Vendor shall not provide services that exceed the maximum limiting amount without an approved Amendment from the Department.

The total amount of this agreement is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature.

Currently, \$ 300,000.00 of the total amount has been approved and encumbered for this contract. Therefore, it is agreed that the Vendor will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Vendor for costs or make payments in excess of currently established funding. The Department will provide written authorization if and when subsequent funding is approved and encumbered for this contract.

4.0 ESTABLISHMENT OF TASK WORK ORDER (TWO) AMOUNT:

4.1 – ROUTINE, RECURRING SERVICES: The Project Manager may issue a general services TWO for routine, recurring general support services (routine preventative maintenance, diagnostic and troubleshooting services, repairs, and locates, etc.). The TWO shall provide a maximum limiting dollar amount for the services to be performed during the period of time specified in the TWO. The Vendor will only be paid for the actual work completed and will not be paid for work in excess of the maximum limiting amount specified in the associated TWO unless an amendment is issued to the TWO prior to the performance of those services. All work authorizations shall be completed within the term of this Agreement.

4.2 – PROJECT SPECIFIC: For each "Task Work Order" (TWO) the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the unit prices established in Table 1 below, and allowable expenses. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a "Task Work Order" shall be issued by the Project Manager specifying the work to be done, the timeframe, and the maximum dollar amount for the Task Work Order. The Vendor will only be paid for the actual work completed and will not be paid for work in excess of the maximum limiting amount specified in the associated TWO unless an amendment is issued to the TWO prior to the performance of those services. All work authorizations shall be completed within the term of this Agreement.

5.0 DETAILS OF UNIT PRICES

Details of the Vendor's Unit Prices for the delivery/performance of the items and services set forth in Exhibit "A" are contained in Table 1 below. The contract unit prices shall be firm, net, delivered prices, F.O.B. destination, and shall include all charges for packing, handling, freight, distribution, and inside delivery, as well as the costs of salaries, overhead, fringe benefits, operating margin, and any fees or administrative costs related to the items provided and/or the work performed.

Equipment, materials, vehicles, tools, etc. necessary to perform maintenance, locates, parts/equipment replacement, and troubleshooting/diagnostic services are incidental and shall be included in the contract unit prices unless stated otherwise in a TWO. The Vendor will not be allowed a mark-up on the costs of any incidental materials or equipment as those costs are included in the contract unit prices. No additional compensation will be made for preventative and/or routine maintenance activities performed at night.

Table 1

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE
STAFFING		
A300-1	ITS PROJECT MANAGER	\$ 98.75 /HR
A300-2	COORDINATOR/ADMINISTRATIVE ASSISTANT	\$ 58.38 /HR
A300-3	ITS MAINTENANCE TECH	\$ 67.88 /HR
A300-4	ELECTRICIAN	\$ 62.37 /HR
A300-5	UTILITY TECH	\$ 52.25 /HR
A300-6	FIBER TECHNICIAN	\$ 51.38 /HR
MOBILIZATION AND MOT		
A101-1-1	MOBILIZATION – LEVEL 1	\$ 12,500.00 /ea.
A101-1-2	MOBILIZATION – LEVEL 2	\$ 1,175.00 /ea.
A101-1-3	MOBILIZATION – LEVEL 3	\$ 1,475.00 /ea.

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE
A102-1-1	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 1	\$ 1,045.00 /day
A102-1-2	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 2	\$ 1,155.00 /day
A102-1-3	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 3	\$ 1,292.50 /day
A102-1-4	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 4	\$ 1,842.50 /day
A102-1-5	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 5	\$ 1,292.50 /day
A102-1-6	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 6	\$ 1,842.50 /day
A102-1-7	MAINTNENANCE OF TRAFFIC (MOT) – LEVEL 7	\$ 6,630.00 /day
SERVICES		
630-2-11	CONDUIT, F&I, OPEN TRENCH	\$ 8.65 /LF
630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	\$ 18.89 /LF
630-2-12	CONDUIT, F&I, ABOVEGROUND	\$ 17.24 /LF
633-1-111	FIBER OPTIC CABLE, F&I, OVERHEAD, 12 FIBERS SM	\$ 1.89 /LF
633-1-112	FIBER OPTIC CABLE, F&I, OVERHEAD, 24 FIBERS SM	\$ 1.98 /LF
633-1-113A	FIBER OPTIC CABLE, F&I, OVERHEAD, 72 FIBERS SM	\$ 2.35 /LF
633-1-113B	FIBER OPTIC CABLE, F&I, OVERHEAD, 96 FIBERS SM	\$ 2.75 /LF
633-1-114	FIBER OPTIC CABLE, F&I, OVERHEAD, 144 FIBERS SM	\$ 3.50 /LF
633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 12 FIBERS SM	\$ 1.65 /LF
633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 24 FIBERS SM	\$ 1.71 /LF
633-1-123A	FIBER OPTIC CABLE, F&I, UNDERGROUND, 72 FIBERS SM	\$ 2.09 /LF
633-1-123B	FIBER OPTIC CABLE, F&I, UNDERGROUND, 96 FIBERS SM	\$ 2.55 /LF
630-2-7A	CONDUIT, LOCATE (INITIAL CALL AND UP TO 100')	\$ 89.79 /EA
630-2-7B	CONDUIT, LOCATE (ADDITIONAL FOOTAGE BEYOND FIRST 100')	\$ 0.18 /LF
633-1-124	FIBER OPTIC CABLE, F&I, UNDERGROUND, 144 FIBERS	\$ 2.95 /LF
633-1-410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	\$ 1.55 /LF
633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	\$ 1.35 /LF
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	\$ 35.50 /LF
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	\$ 37.00 /LF
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	\$ 675.94 /LF
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	\$ 51.29 /LF
633-8-1	MULTI-CONDUCTOR COMMUNICATION CABLE, FURNISH & INSTALL	\$ 4.25 /LF
633-8-4	MULTI-CONDUCTOR COMMUNICATION CABLE, RELOCATE	\$ 1.25 /LF
633-8-5	MULTI-CONDUCTOR COMMUNICATION CABLE, ADJUST/MODIFY	\$ 1.25 /LF
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	\$ 475.00 /EA
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	\$ 975.00 /EA
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	\$ 1,738.00 /EA
635-2-40	PULL & SPLICE BOX, RELOCATE	\$ 650.00 /EA
635-2-50	PULL & SPLICE BOX, REPAIR	\$ 285.00 /EA
639-2-1	ELECTRICAL SERVICE WIRE (#6 TYP.)	\$ 2.10 /LF

639-2-4	ELECTRICAL SERVICE WIRE, RELOCATE	\$ 1.10 /LF
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	\$ 1,589.00 /EA
639-3-12	ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	\$ 2,459.00 /EA
639-3-60	ELECTRICAL SERVICE DISCONNECT, REMOVE	\$ 565.00 /EA

639-4-82	EMERGENCY GENERATOR, PREVENTIVE MAINTENANCE AND SERVICE, PORTABLE, 4 CYLINDER	\$ 1,647.00 /MO
639-4-83	DEPLOYMENT OF FDOT FURNISHED EMERGENCY GENERATOR, INCLUDES MONITORING AND REFUELING	\$ 3,625.00 /DAY
639-4-9	EMERGENCY GENERATOR - DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 321.00 /EA
639-10	ELECTRICAL POWER SERVICE DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 229.00 /EA
641-2-13	PRESTRESSED CONCRETE POLE, F&I, TYPE P-III	\$ 5,309.00 /EA
660-3-11	VEHICLE DETECTION SYSTEM- MICROWAVE, F&I, CABINET EQUIPMENT	\$ 900.00 /EA
660-3-12	VEHICLE DETECTION SYSTEM- MICROWAVE, F&I, ABOVE GROUND EQUIPMENT	\$ 6,987.00 /EA
660-3-31	VEHICLE DETECTION SYSTEM- MICROWAVE, INSTALL FDOT FURNISHED CABINET EQUIPMENT	\$ 500.00 /EA
660-3-32	VEHICLE DETECTION SYSTEM- MICROWAVE, INSTALL FDOT FURNISHED ABOVE GROUND EQUIPMENT	\$ 750.00 /EA
660-3-42	VEHICLE DETECTION SYSTEM - MICROWAVE, RELOCATE, ABOVE GROUND EQUIPMENT	\$ 1,150.00 /EA
660-3-51	VEHICLE DETECTION SYSTEM- MICROWAVE, ADJUST/MODIFY, CABINET EQUIPMENT	\$ 240.00 /EA
660-3-52	VEHICLE DETECTION SYSTEM - MICROWAVE, ADJUST/MODIFY, ABOVE GROUND EQUIPMENT	\$ 355.00 /EA
660-3-60	VEHICLE DETECTION SYSTEM - MICROWAVE, REMOVE	\$ 650.00 /EA
660-3-80	VEHICLE DETECTION SYSTEM - MICROWAVE, PREVENTIVE MAINTENANCE	\$ 240.00 /EA
660-3-90	VEHICLE DETECTION SYSTEM - MICROWAVE, DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 240.00 /EA
677-1-8	EQUIPMENT SHELTER, PREVENTIVE MAINTENANCE	\$ 205.00 /EA
682-1-30	ITS CCTV CAMERA, INSTALL	\$ 483.00 /EA

682-1-80	CCTV CAMERA PREVENTIVE MAINTENANCE	\$ 198.00 /EA
682-1-90	CCTV CAMERA DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 250.00 /EA
682-2-91	VIDEO DISPLAY EQUIPMENT, VIDEO DISPLAY CONTROL SYSTEM, DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 1,500.00 /EA
682-2-82	VIDEO DISPLAY EQUIPMENT, VIDEO WALL DISPLAY, PREVENTIVE MAINTENANCE	\$ 550.00 /EA
682-2-92	VIDEO DISPLAY EQUIPMENT, VIDEO WALL DISPLAY, DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 3,200.00 /EA
684-1-1	MANAGED FIELD ETHERNET SWITCH, F&I	\$ 1,689.00 /EA
684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL	\$ 350.00 /EA
684-5-1	MEDIA CONVERTER, F&I	\$ 494.00 /EA
684-5-3	MEDIA CONVERTER, INSTALL	\$ 175.00 /EA
700-8-112	FRONT ACCESS DYNAMIC MESSAGE SIGN, F&I, WITH UPS, MONOCHROME 12-20 SQ. FT.	\$ 21,304.74 /EA
700-8-122	FRONT ACCESS DYNAMIC MESSAGE SIGN, F&I, WITH UPS, TRI-COLOR 12-20 SQ. FT.	\$ 21,981.00 /EA
700-9-237	WALK-IN DYNAMIC MESSAGE SIGN, F&I, WITHOUT UPS, FULL COLOR, 201-300 SQ. FT.	\$ 145,207.20 /EA

700-9-4	WALK-IN DYNAMIC MESSAGE SIGN, INSTALL	\$ 6,222.00 /EA
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700-9-7	WALK-IN DYNAMIC MESSAGE SIGN, PREVENTIVE MAINTENANCE	\$ 250.00 /EA
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700-9-8	WALK-IN DYNAMIC MESSAGE SIGN, DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 275.00 /EA
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- 6.0 The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory performance of the services detailed in each TWO, the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made, for the items and services provided, at the unit prices specified in Table 1, as approved by the Department.

Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. Allowable costs should be task related and not include items normally associated with overhead which is part of the billable rates. **Invoice shall include documentation of hours provided and itemization of costs incurred (including receipts).** Bills for travel expenses authorized by the terms of this Agreement and the Department's Project Manager and shall be submitted in accordance with Section 112.061, Florida Statute.

Invoices shall be submitted to: Florida Department of Transportation
Attn: Project Manager-Traffic Operations
719 South Woodland Boulevard
DeLand, Florida 32720-6834

The Vendor has certified that 0 % MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link: <https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application.

7.0 REIMBURSEMENT FOR MANUFACTURER REPAIRS/PARTS

Reimbursement for manufacturer-repairs or replacement parts may be made for the invoiced cost of repairs and parts, plus a mark-up of **10%** and does not include any installation costs. Payment will be made upon acceptance of the system component by the DEPARTMENT. This payment does not include manufacturer repair for items covered by a manufacturer's warranty. The VENDOR shall provide the DEPARTMENT copies of all invoices from material and service providers relating to this contract. An estimate must be approved by the DEPARTMENT'S Project Manager before any parts may be purchased or work may be done.

Approved expense items not contained in this price sheet shall be purchased in accordance with 60A-1.002, Florida Administrative Code, and include a minimum of two quotes for any item greater than \$2500. Services by specialists not included in this price sheet may be

required at times and shall be obtained by the same practice as commodities.

8.0) DAMAGE CAUSED BY VEHICLE CRASHES

All costs related to repair of damage caused by vehicle crashes shall be borne by the DEPARTMENT. The VENDOR will be responsible for reporting damage found during any of the maintenance tasks defined in Exhibit "A" Scope of Services, which appears to be related to a vehicle crash. The time spent investigating the damage may be handled, at the DEPARTMENT'S discretion, under a general services TWO held open for on-going support services. An estimate must be approved by the DEPARTMENT'S Project Manager before any work may be done. When the work is completed, the VENDOR must send a copy of the invoice for those repair services to the DEPARTMENT'S Project Manager so that a claim may be filed with the responsible party's insurance company.

9.0 FINANCIAL CONSEQUENCES

Financial consequences shall be applied as stated in Section 9 of Exhibit "A", Scope of Services.

10.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # BE138

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

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The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

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connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. 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 shall comply with 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."

Attachment: FDOT Contract BE138 (2141 : OH to UG ITS Fiber Optic Cable Pulling CRA)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 1

375-040-07
 PROCUREMENT
 10/13

Amendment # 1

Agreement No.	<u>BE138</u>
Financial Project I.D.	<u>245316-1-72-16</u>
Vendor No.	<u>F593511800</u>
Procurement No.	<u>RFP-DOT-15-16-5005-ITS</u>
DMS Catalog Class No.	<u>81102201, 73152108</u>

This Agreement, made and entered into this _____ day of _____, _____
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
Advanced Cabling Solutions, Inc.
201 Reece Way, Suite 1431
Casselberry, Florida 32707
 duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on March 29, 2016
 entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to
 furnish certain services in connection with Intelligent Transportation System (ITS) Maintenance Services
 ; and

WHEREAS, the Department has determined it necessary to amend the agreement to replace Paragraph
4.2.3 Utility Locating Services, add Paragraph 4.1.7 Contract Administration to Exhibit "A" as attached hereto

NOW, THEREFORE, this Agreement witnesseth the following amendment is made;
Revisions to Exhibit "A", Scope of Services, replacing in its entirety Paragraph 4.2.3 Utility Locating Services and
adding Paragraph 4.1.7 Contract Administration with additional pay items attached hereto and are hereby added to the
contract.

In the Standard Written Agreement (SWA), Section 4 is hereby modified to include the Insurance Requirements of the
Standard Specification Section 7-13 as attached hereto.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments
 thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and
 year set forth above.

Advanced Cabling Solutions, Inc.

Name of Vendor

BY:

Authorized Signature

Joseph W. Muniz
 (Print/Type)

Title:

President

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

BY:

Alan E. Hyman, P.E.

(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

Revision to Exhibit "A"
Scope of Services

Paragraph 4.2.3 Utility Locating Services

Shall be replaced in its entirety as follows:

The VENDOR shall be responsible for locating and designating existing and future subsurface utilities associated with the SYSTEM. Cost to repair or replace underground facilities damaged as a result of incorrect locates shall be the responsibility of the VENDOR. The VENDOR must register with the Sunshine 811 System within 30 days of CONTRACT execution. The VENDOR shall be responsible for evaluating all locate tickets within the geographic area defined in this CONTRACT and shall be responsible for locating all DEPARTMENT owned communications Infrastructure (including FOC) and electrical conductors within the ITS. Billing and payment for locates must be based on hourly technician rates which include administrative costs associated with ticket review and processing in the 811 call ticket database. The VENDOR will be required to locate specific ITS facilities and document their findings within plan sets or another method approved by the DEPARTMENT's Project Manager.

Paragraph 4.1.7 Contract Administration

Shall be added as follows:

Monthly Contract Administration is to cover the Management, Preventative Maintenance Services, and Mobilization as defined in Exhibit "A", Scope of Services, of the original Agreement.

Approved FDOT
Vendor

[illegible]

INSURANCE.

Insurance requirements for work performed within the Sunrail corridor:
Section 7-13 as modified from the Standard Specifications for Road and Bridge Construction.

In addition to the Insurance requirements contained in then Standard Written Agreement, the following are hereby added. The Vendor shall provide certificates of insurance as requested by the Department and shown below.

7-13 Insurance.

7-13.1 FELA and Workers' Compensation Insurance: If the Federal Employers' Liability Act (FELA) applies to Contractor, then provide coverage in the greater of the amount required by federal law or a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence

If or to the extent that FELA does not apply, provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

7-13.2 Commercial General Liability Insurance: Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department, and Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, to be each made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department and to each of the other Additional Insureds stated above as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of

Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

7-13.3 Insurance Required for Construction at Railroads: When the Contract includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the Department is the Named Insured, and Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, are each an Additional Insured, and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

7-13.4 Insurance for Protection of Utility Owners: When the Contract involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department, and Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, Florida, as an Additional Insured on the policy/ies procured pursuant to subsection 7-13.2 above.

7- 13.5 Insurance by Others: Require every subcontractor or other third party who may have a contract with Contractor and who may require access on the Corridor during construction to obtain and maintain for the duration of such access an insurance policy or policies with coverage that satisfies the conditions stated in paragraphs 7-13.1, 7-13.2, 7-13.3, and 7-13.4, including causing each of the Named Insureds and the Additional Insureds stated in those paragraphs to be Named Insureds and Additional Insureds on such subcontractor and third party policy or policies. For purposes of this subarticle 7-13.5 the following applies: "Corridor" has the meaning stated in the "INTERLOCAL OPERATING AGREEMENT FOR OPERATION OF THE CENTRAL FLORIDA COMMUTER RAIL SYSTEM By and Between FLORIDA DEPARTMENT OF TRANSPORTATION AND CENTRAL FLORIDA COMMUTER RAIL COMMISSION," Appendix A, at page A-3. That agreement definition mentioned above, and as heretofore amended, is incorporated by reference and may be accessed at www.sunrail.com.

UTILITY OWNERS

Central Florida Rail Corridor Operations and Maintenance Contract

1. AT&T Corp.
2. AT&T Florida
3. CenturyLink s
4. City of DeLand
5. Bright House Networks
6. Florida Gas Transmission Company
7. Duke Energy Florida, Inc. d/b/a Duke Energy, a Florida corporation formerly known as Florida Power Corporation
8. Qwest Communications
9. FPL Fibernet
10. Florida Power & Light Company
11. Florida Public Utilities
12. Level (3) Communications LLC
13. Lake Beresford Water Association, Inc.
14. Comcast SHC Holdings, LLC dba Comcast Communications
15. Verizon Business
16. Seminole County Traffic Engineering
17. Seminole County Environmental Services
18. Embarq Communications Inc. dba CenturyLink
19. Volusia County Water & Utility Service
20. City of Altamonte Springs
21. City of Maitland
22. City of Casselberry
23. City of Longwood
24. City of Lake Mary
25. City of Casselberry
26. City of Sanford
27. City of Winter Park
28. Aqua Utilities Florida, Inc.
29. TECO Peoples Gas
30. South Seminole & North Orange County Waste Water Transmission Authority
31. Utilities, Inc. of Longwood
32. Central Florida Pipeline/Kinder Morgan
33. City of Orlando Bureau of Wastewater
34. Crown Castle f/k/a NexG Networks
35. Kissimmee Utility Authority (Electric Dist.)
36. Sanlando Utilities Corporation
37. Orange County Utilities Engineering
38. Orlando Orange County Expressway Authority (fiber optic network consultant PBS&J)

39. Orlando Utilities Commission
40. Taft Water Association, Inc.
41. TOHO Water Authority
42. Osceola County Traffic
43. CSXT (underground facilities)
44. Global Crossings Telecommunications, Inc.
45. AT&T Mobility
46. Florida Governmental Utility Authority
47. Orlando Regional Healthcare Systems, Inc
48. Florida Hospital
49. Orlando Sentinel
50. Sprint
51. TW Telecom Inc.
52. Miller Electric Company
53. Univar USA Inc.
54. Orlando Telephone Company dba Summit Broadband
55. Tower Cloud
56. Windstream Communications
57. Wiring Technologies

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 3

375-040-07
 PROCUREMENT
 10/13

Amendment # 3

Agreement No. BE138
 Financial Project I.D. 245316-1-72-16
 Vendor No. F593511800
 Procurement No. RFP-DOT-15-16-5005-ITS
 DMS Catalog Class No. 81102201, 73152108

This Agreement, made and entered into this _____ day of _____, _____
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
Advanced Cabling Solutions, Inc.
201 Reece Way Suite 1431
Casselberry, Florida 32707
 duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on March 29, 2016,
 entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to
 furnish certain services in connection with Intelligent Transportation System (ITS) Maintenance Services
 _____; and

WHEREAS, the Department has determined it necessary to amend the agreement to add pay items, additional
FPID numbers, and Railroad Insurance Provisions

NOW, THEREFORE, this Agreement witnesseth the following amendment is made;
 The following financial project numbers are added to this contract: 412994-4-52-17, 441152-1-52-01, 441152-1-52-02
Table 1 of Exhibit "B", Method of Compensation has been amended to include the attached Pay Items.

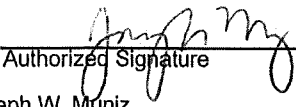
In the Standard Written Agreement (SWA), Section 4 is hereby modified the Insurance Requirements provided in Attachment
1 as attached hereto.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments
 thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and
 year set forth above.

Advanced Cabling Solutions, Inc

 Name of Vendor

BY: 

 Authorized Signature

Joseph W. Muniz

 (Print/Type)

Title: President

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

BY: _____

Alan E. Hyman, P.E.

 (Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: _____

 Procurement Office

LEGAL REVIEW: _____

Attachment: Modifications (2141 : OH to UG ITS Fiber Optic Cable Pulling CRA)

BE138
Amendment 3
Attachment 1

The following pay items are hereby added to Table 1 of Exhibit "B", Method of Compensation

ITEM NO	ITEM DESCRIPTION	UNIT PRICE
A300-12	TERMINAL DOWN GUY, F&I	\$ 375.03 /EA
A300-13	SOD, F&I	\$ 5.19 /SY
110-1-1	CLEARING AND GRUBBING, 10' X 10' AREA	\$ 1496.82 /EA
630-2-11A	CONDUIT, OPEN TRENCH, F&I, 2 – 1.5" PIPES	\$ 9.90 /LF
630-2-12A	CONDUIT, DIRECTIONAL BORE, F&I, 2 – 1.5" PIPES	\$ 20.14 /LF
630-2-12B	CONDUIT, DIRECTIONAL BORE, F&I, 2 – 1.5" PIPES WITH 6" CASING	\$ 40.07 /LF
635-2-12A	PULL & SPLICE BOX, F&I, 24" X 36" X 36" DEPTH	\$ 1103.00 /EA

- The following provisions are required and in addition to the Provisions in the Standard Written Agreement Section 4, Insurance

4.C. (1) "Workers' Compensation Insurance"

(1) **FELA and Workers' Compensation Insurance:** Vendor shall provide coverage under the Federal Employers' Liability Act (FELA) in the greater of the amount required by federal law or a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence.

To the extent that FELA does not apply, Vendor shall provide Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workers' Compensation Law for all employees. If subletting any of the work, ensure that the employees of the subcontractors are covered by similar insurance. Ensure that any equipment rental agreements that include operators who are employees of independent Contractors, sole proprietorships or partners are covered by similar insurance. The Department will accept equivalent approved protection in lieu of insurance.

(2) **Contractors' Public Liability and Property Damages Liability Insurance:** Vendor shall furnish evidence to the Department that, with respect to the operations performed, regular Contractors' Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractors' Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period is carried.

Vendor shall cause the Department, and National Railroad Passenger Corporation (a/k/a

"Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando, to be each an additional insured party on the Contractor's Public Liability and Property Damages Liability policies that insure the Contractor for the described work that it performs under the Contract.

(3) Contractors' Protective Public Liability and Property Damage Liability Insurance: Vendor shall furnish evidence to the Department that, with respect to the operations performed by subcontractors, regular Contractors' Protective Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractors' Protective Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period is carried.

Vendor shall cause the Department, and National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando, to be each an additional insured party on the Contractor's Protective Public Liability and Property Damage Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.

(4) Insurance Required for Construction at Railroads:

(A) General: In addition to any other forms of insurance or bonds required under the terms of the Contract, when the Contract includes the construction of a railroad grade crossing, overpass, or underpass structure, or a railroad crossing signal installation, or any other work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, Vendor shall provide insurance of the types set forth below and in amounts not less than specified herein.

(B) Railroads' Protective Public Liability and Property Damage Liability Insurance: Vendor shall furnish the Department with an original insurance policy that, with respect to the operations performed, will provide, in behalf of the railroad company regular liability insurance providing coverage for bodily injury, death, and property damage limited to a combined single limit of \$2,000,000 per occurrence with an aggregate limit of \$6,000,000 for the term of the policy.

CSX Transportation, Inc. and the Department are to be each a Named Insured on the policy. National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando are to be each an additional insured on the policy.

(5) Insurance for Protection of Utility Owners: When the work under the Contract involves work on or in the vicinity of utility-owned property or facilities, Vendor shall furnish the Department with evidence that, with respect to the operations performed, General Comprehensive Liability Insurance or its equivalent providing for a limit of not less than \$1,000,000 for bodily injury or death to person(s) per occurrence and \$300,000 property damage each occurrence is carried.

The Department and Utility Company are to be Additional Named Insureds, and the policy will be primary to any coverage maintained by the Department or Company. National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company,

Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando, are each to be additional insured on the policy. Vendor shall not make any material change or cancellation to the policy without providing the Department with ten days prior written notice.

(6) **Insurance by Others:** Vendor shall require every subcontractor or other third party who may have a contract with Vendor and who may require access on or to State Property or the Corridor or the Sun Rail Corridor or the FCEN Corridor to obtain and maintain for the duration of such access an insurance policy or policies with coverage that satisfies the conditions stated in this section 4. B. paragraphs (1), (2), (3), (4), and (5), and including causing each of the Named Insureds and the additional insureds stated in those paragraphs to be Named Insureds and additional insureds on such subcontractor or third party policy or policies.

For purposes of this section 4.B. paragraph (6) the following apply: "State Property" has the meaning stated in the "TRANSITION AGREEMENT Between State of Florida Department of Transportation and CSX Transportation, Inc.," Appendix A, at page A-4; and "Corridor" has the meaning stated in the "INTERLOCAL OPERATING AGREEMENT FOR OPERATION OF THE CENTRAL FLORIDA COMMUTER RAIL SYSTEM By and Between FLORIDA DEPARTMENT OF TRANSPORTATION AND CENTRAL FLORIDA COMMUTER RAIL COMMISSION," Appendix A, at page A-3; and Sun Rail "Corridor" has the meaning stated in the "AGREEMENT BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION," Definitions, at page 6; and "FCEN Corridor" has the meaning stated in the "OPERATING AGREEMENT Between State of Florida Department of Transportation, an agency of the State of Florida, and Florida Central Railroad Company, Inc., a Florida Corporation," Definitions, at page 6. Those agreement definitions mentioned above, and as heretofore amended, are incorporated by reference and may be accessed at www.sunrail.com.

(7) **Submission and Approval of Policies; Termination:** Certificates of insurance (and other evidence of insurance requested by the Department) for each required policy shall be provided by Vendor at the time of Contract execution.

Vendor shall provide all insurance policies in such form and with insurers that are acceptable to the Department. Keep such insurance in force, in the full amount specified herein, until this contract is ended.



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

**City Commission
CRA Resolution**

MEETING DATE: August 14, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-46 A Resolution of the Community
Redevelopment Agency (CRA) of the City of Holly Hill,
Florida, Authorizing Change Order #2 to the US1 Utility
Underground Project to Carter Electric and Authorizing the
City Manager to Execute the Change Order for an Amount
Not to Exceed \$292,575.42 and 122 Additional Days; Providing
for Severability; and Providing for an Effective Date.

NUMBER: (ID # 2148)
APPLICANT:
PLANNER:

DISCUSSION:

On March 17, 2017, the contract for the burying of overhead utilities underground on US1 from Mason Avenue to Walker Street was awarded to Carter Electric Co., Inc., Daytona Beach, FL. Additional work is required to complete the undergrounding project. The scope of this work was not included in the original contract as it was planned to be completed later in the project.

Due to further coordination with Florida Power & Light (FPL) in regards to street lighting and Florida Department of Transportation (FDOT) and Volusia County in regards to existing Intelligent Transportation System (ITS) overhead facilities, it is advantageous to complete this additional work sooner. The additional work and associated costs are as follow:

1. ITS conduit and pull boxes (see attached Proposed Change Order #5 dated 7/23/18), \$105,397.24
2. FPL conduit and handholds (see attached Proposed Change Order #2 dated 7/27/18), \$187,175.18

The increase in the contract price as a result of this change order is \$292,572.42.

Additional time has also been requested by Contractor for the additional work described above and other issues that have occurred during construction. These additional times are as follow:

1. ITS conduit and pull boxes, 20 days (see attached Proposed Change Order #5, dated 7/23/18)
2. FPL streetlight conduit and hand holes, 85 days (see attached Proposed Change Order #2, dated 7/27/18)
3. FPL order of work change, 14 days (see attached Proposed Change Order #3, dated 4/24/18)

4. Weather delays, 3 days (see attached Change Order Proposal #4, dated 4/24/18)

The increase in the contract time as a result of this change order is 122 Days.

This change order is in addition to the contract with ACS for \$132,774.73 to install the fiber optic cable for FDOT.

FISCAL ANALYSIS:

This project is fully funded by CRA funds and the bid amount is within the allocated budget.

STAFF RECOMMENDATION:

City staff and our consultant have reviewed these cost proposals and found them reasonable and fair. Much of the work/pricing are extensions of existing contract unit pricing and quantities. The remaining work is in line with the Engineer's estimate for that work.

COMMISSION GOALS:

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

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE RESOLUTION 2018-R-46, OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING CHANGE ORDER #2 TO THE US1 UTILITY UNDERGROUND PROJECT TO CARTER ELECTRIC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER FOR AN AMOUNT NOT TO EXCEED \$292,575.42 AND 122 ADDITIONAL DAYS.

ATTACHMENTS:

- HH US-1 Undergrounding Primaries - Carter CO 2 for City execution (PDF)

CRA Resolution No. (ID # 2148)

RESOLUTION 2018-R-46 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING CHANGE ORDER #2 TO THE US1 UTILITY UNDERGROUND PROJECT TO CARTER ELECTRIC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER FOR AN AMOUNT NOT TO EXCEED \$292,575.42 AND 122 ADDITIONAL DAYS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-46

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING CHANGE ORDER 2 TO THE US1 UTILITY UNDERGROUND PROJECT TO CARTER ELECTRIC AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CHANGE ORDER FOR AN AMOUNT NOT TO EXCEED \$292,572.42 AND 122 ADDITIONAL DAYS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency (CRA) of the City of Holly Hill has taken steps to move forward the burying of overhead utilities underground having recently completed the Secondary Phase of the work; and

WHEREAS, on March 17, 2017, the City has awarded the contract to perform the burying of overhead utilities underground in accordance with Bid #13 ST 03 Phase III to Carter Electric; and

WHEREAS, additional work is required to install ITS conduit and pull boxes FPL conduit and hand holds; and

WHEREAS, additional time has also been requested by Contractor for the additional work described above and other issues that have occurred during construction.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Community Redevelopment Agency (CRA) of the City of Holly Hill does hereby authorize the City Manager to execute a change order with Carter Electric for an amount not to exceed \$292,572.42 and 122 additional days.

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 14th day of AUGUST, 2018.

CHANGE ORDER FORM

PROJECT: ***US-1 Utility Undergrounding Primaries Conversion***
 BID: ***113-ST-03 Phase III***

CHANGE ORDER NO. 2

CONTRACTOR: Carter Electric Company, Inc.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times:
<u>\$ 2,697,130.82</u>	Substantial Completion: <u>180 days, June 2, 2018</u>
	Final Completion: <u>+30 days, July 2, 2018</u>
Net changes from previous Change Orders:	Changes in contract time from previous Change Orders:
<u>\$ 6,184.01</u>	5 Days
Contract Price prior to this Change Order:	Contract Completion Date prior to this Change Order:
<u>\$ 2,703,314.83</u>	Substantial Completion: <u>185 days, June 7, 2018</u>
	Final Completion: <u>+30 days, July 7, 2018</u>
Net Increase (decrease) of this Change Order:	Changes in contract time requested this Change Order
<u>\$ 292,572.42</u>	122 Days
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
<u>\$ 2,995,887.25</u>	Substantial Completion: <u>307 days, October 7, 2018</u>
	Final Completion: <u>+30 days, November 6, 2018</u>

CHANGES ORDERED:

- I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

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

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract price is hereby increased by \$292,572.42.

CONTRACT TIME: The contract time is hereby increased by 122 days.

III. JUSTIFICATION:

CONTRACT PRICE: Additional work is required to complete additional aspects of the undergrounding project. The scope of this additional work was not included in the original contract as it was planned to be completed later in the project. Due to further coordination with Florida Power & Light (FPL) in regards to streetlighting and Florida Department of Transportation (FDOT) in regards to existing Intelligent Transportation System (ITS) overhead facilities, it is advantageous to complete this additional work sooner. The additional work and associated costs are as follow:

1. ITS conduit and pullboxes (see attached Proposed Change Order #5 dated 7/23/18), \$105,397.24
2. FPL conduit and handholds (see attached Proposed Change Order #2 dated 7/27/18), \$187,175.18

The Engineer and Owner have reviewed these cost proposals and found them reasonable and fair. Much of the work/pricing are extensions of existing contract unit pricing and quantities. The remaining work is in line with the Engineer's estimate for that work.

CONTRACT TIME: Additional days have been requested by Contractor for the additional work described above and other issues that have occurred during construction. These additional times are as follow:

1. ITS conduit and pullboxes, 20 days (see attached Proposed Change Order #5, dated 7/23/18)
2. FPL streetlight conduit and handholes, 85 days (see attached Proposed Change Order #2, dated 7/27/18)
3. FPL order of work change, 14 days (see attached Proposed Change Order #3, dated 4/24/18)
4. Weather delays, 3 days (see attached Change Order Proposal #4, dated 4/24/18)

The Engineer and Owner have reviewed these additional time requests and found them fair and reasonable. Please note that the additional 85 days for the FPL streetlight conduit and handholes includes 45 days to issue the notice to proceed for that work. At this time, the City is awaiting the FPL conduit design. Once received, the existing FDOT permit will have to be modified before issuing the notice to proceed.

IV. PAYMENT: Payment for the additional work will be paid for upon completion of the additional work per the Contract.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Mead & Hunt
(Engineer)
By:  7/31/18
(Authorized Signature) (Date)

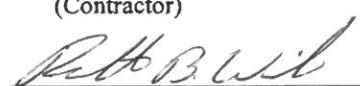
David King, P.E.,
Name Typed

APPROVED BY:

City of Holly Hill
Owner
By: _____
(Authorized Signature) (Date)

Joseph A. Forte, City Manager
Name Typed

ACCEPTED BY:

Carter Electric Company, Inc.
(Contractor)
 07.31.18
(Authorized Signature) (Date)

Robert B. Wiech
Name Typed

END OF SECTION

00843-4



carter electric company, inc.

contractors — engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN # 2
Date: 7/27/2018
Project Name: Holly Hill Utility Ur
Project Number: 1404
Page Number: 1

Work Description

A. FPL Secondary Conduits

1. Installation of 2" FPL Secondary Conduit & Street Lighting Conduit
2. Installation of 6" FPL Secondary Conduit
3. Installation of FPL Street Lighting Hand Holes
4. Maintenance of Traffic

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (40) additional days to complete this additional work.

Itemized Breakdown

Summary

2" FPL Secondary	(12,127.00 @ \$11.52)	139,703.04
6" FPL Secondary	(450.00 @ \$16.90)	7,605.00
FPL Handhole	(91.00 @ \$323.54)	29,442.14
MOT	(1.00 @ \$10,425.00)	10,425.00

Subtotal

187,175.18

Final Amount

\$187,175.18

ORIGINAL

Packet Pg. 109

Attachment: HH US-1 Undergrounding Primaries - Carter CO 2 for City execution (2148 : OH to UG Primary Relocate Project - Change Order #2)

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN # 2
Date: 7/27/2018
Project Name: Holly Hill Utility Unc
Project Number: 1404
Page Number: 2

CONTRACTOR CERTIFICATION

Name:

Date:

Signature:

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN #: 2

Final Amount: \$187,175.18

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

Attachment: HH US-1 Undergrounding Primaries - Carter CO 2 for City execution (2148 : OH to UG Primary Relocate Project - Change Order #2)



carter electric company, inc.

contractors – engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN # 3
Date: 4/24/2018
Project Name: Holly Hill Utility Under
Project Number: 1404
Page Number: 1

Work Description

A. FPL Permit Issuance

1. Request for additional days to change the start location from the south east side of the project to the northwest of the project. New locates to be called in

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (14) additional days to complete this additional work.

Itemized Breakdown

Summary

CONTRACTOR CERTIFICATION

Name:

Robert Wieda

Date:

7-31-18

Signature:

Robert Wieda

I hereby certify that this quotation is complete and accurate based on the information provided.

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN # 3
Date: 4/24/2018
Project Name: Holly Hill Utility Und
Project Number: 1404
Page Number: 2

CLIENT ACCEPTANCE

CCN #: 3

Final Amount:\$0.00

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



carter electric company, inc.

contractors — engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC00002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN # 4
Date: 4/24/2018
Project Name: Holly Hill Utility Under
Project Number: 1404
Page Number: 1

Work Description

- A. Rain Days
1. Add to the schedule for Rain Days

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (3) additional days to complete this additional work.

Itemized Breakdown

Summary

CONTRACTOR CERTIFICATION

Name:

Robert Wied

Date:

7-31-14

Signature:

Robert Wied

I hereby certify that this quotation is complete and accurate based on the information provided.

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
4401 Eastport Parkway
Port Orange, FL 32127

CCN # 4
Date: 4/24/2018
Project Name: Holly Hill Utility Und
Project Number: 1404
Page Number: 2

CLIENT ACCEPTANCE**CCN #:** 4**Final Amount:** \$0.00**Name:****Date:****Signature:****Change Order #:**

I hereby accept this quotation and authorize the contractor to complete the above described work

ORIGINAL



carter electric company, inc.

contractors — engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton

Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN #

5

Date:

7/31/2018

Project Name:

Holly Hill Utility Ur

Project Number:

1404

Page Number:

1

Work Description

A. Rain Days

1. Excavation and backfill
2. Directional boring
3. Furnish and install conduit
4. Furnish and install 24x36 splice box
5. Furnish and install 30x60 splice box
6. Concrete Aprons
7. Ground rods for each hand hole
8. Maintenance of Traffic

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (20) additional days to complete this additional work.

Itemized Breakdown

Summary

630-2-11 OPEN TRENCH
630-2-12 DIRECTIONAL BORE

(44.00 @ \$19.93)
(1,582.00 @ \$16.76)

876.92
26,514.32

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN # 5
Date: 7/31/2018
Project Name: Holly Hill Utility Un
Project Number: 1404
Page Number: 2

Summary (Cont'd)

635-2-12 24X36 SPLICE BOX	(29.00 @ \$1,929.00)	55,941.00
635-2-13 30X60 SPLICE BOX	(6.00 @ \$3,360.00)	20,160.00
MOT	(1.00 @ \$1,905.00)	1,905.00

Subtotal**105,397.24****Final Amount****\$105,397.24****CONTRACTOR CERTIFICATION****Name:****Date:****Signature:**

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE**CCN #:** 5**Final Amount:** \$105,397.24**Name:****Date:****Signature:****Change Order #:**

I hereby accept this quotation and authorize the contractor to complete the above described work.

Attachment: HH US-1 Undergrounding Primaries - Carter CO 2 for City execution (2148 : OH to UG Primary Relocate Project - Change Order #2)

ORIGINAL



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

**City Commission
Agenda Item**

MEETING DATE: August 14, 2018
FROM: Valerie Manning
SUBJECT: Minutes - July 10, 2018 Budget Workshop with Public Works & Solid Waste; July 10, 2018 Regular City Commission and CRA Meeting; July 24, 2018 Regular City Commission Meeting and July 24, 2018 Workshop on CRA / Economic Development Budget
NUMBER: (ID # 2113)
APPLICANT:
PLANNER:

DISCUSSION:

Approve the following four (4) sets of minutes:

1. July 10, 2018 - Budget Workshop with Public Works/Solid Waste
2. July 10, 2018 - Regular City Commission and CRA meeting
3. July 24, 2018 - CRA/Economic Development Budget Workshop
4. July 24, 2018 - Regular City Commission meeting

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve all four (4) sets of minutes.

COMMISSION GOAL:

N/A

MOTION:

Approve minutes as submitted by staff.

- Minutes - July 10, 2018 - Budget Workshop on Public Works and Solid Waste (PDF)
- Minutes - July 10, 2018 - Regular City Commission and CRA meeting (PDF)
- Minutes - WORKSHOP - July 24, 2018 - CRA & Economic Devel. Budget Review FY2019 (PDF)
- Minutes - July 24, 2018 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 10, 2018

Large Conference Room

Budget Workshop

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
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

2. BUDGET PRESENTATIONS BY DEPARTMENTS

1.

Budget Workshop - Public Works / Solid Waste

(Requested by Valerie Manning, City Clerk)

John McKinney, Finance Director went over a PowerPoint presentation with the Mayor, City Commission and staff on the Proprietary Funds FY2019 Budget Overview. The following information was discussed during the budget workshop: salaries and benefits, Enterprise Debt Outstanding, Enterprise Funds, Enterprise Revenues, Enterprise Expenditures, Water and Sewer pertaining to revenues, expenditures (operating expenditures), Capital Outlay, Development Fees, Renewal and Replacement, Stormwater revenues, reserves, stormwater expenditures, Capital Outlay, Capital Projects to improve and protect (residential and commercial property), includes design and construction of stormwater ponds and swales, Solid Waste revenues, expenditures, operating expenditures, Internal Services as it pertains to employee benefits, Information Technology, Fleet Services, P & C Insurance, road resurfacing, Local Option GAS Tax, and street resurfacing prioritization.

There was CONSENSUS from the Mayor and City Commission to increase by \$1.00 per ERU for Fiscal Year 2019-2020 in the stormwater revenues for future rates to fund ongoing stormwater improvements, and the stormwater building at Public Works complex.



3. ADJOURNMENT

The workshop adjourned at approximately 7:10 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 10, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Commissioner Byrnes led the invocation.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD - NONE

None.

3. RECESS THE REGULAR CC MTG AND CONVENE AS THE CRA

4. CRA AGENDA

1.

Resolution 2018-R-41 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Awarding Change Order #4 in the Amount of \$185,950.00 to RJ Landscape Contractors, Inc.; and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; and Providing for Severability; and Providing for an Effective Date.

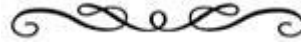
(Requested by Antoine Khoury, Public Works)

Mayor Penny opened public participation. No one spoke.

Attachment: Minutes - July 10, 2018 - Regular City Commission and CRA meeting (2113 : Minutes)

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

Enacted and approved this 10th day of July, 2018, in Holly Hill



5. ADJOURN THE CRA MTG AND RECONVENE THE REGULAR CC MTG

6. PRESENTATION

1.

Legislative Update from Representative Patrick Henry, District 26

(Requested by Valerie Manning, City Clerk)

Mr. Forte informed the Mayor and City Commissioners that Mr. Henry will not be able to attend tonight's meeting and has rescheduled to the July 24th City Commission meeting.



7. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Lynne Smith, Holly Hill asked about the new painting program and how many people have applied? Mr. Forte informed Mrs. Smith that the deadline is not yet and none have been submitted just yet.

Jim Legary, Holly Hill, mentioned the sample ballot online and stated he hopes the referendum questions fail.

Steve Smith, Holly Hill shared his concerns from two weeks ago about Commissioner Byrnes comments; feels that there should be a Beautification Advisory Board as stated in the city's Code and the Civil Service per the Charter.

Jim Cameron, Daytona Beach Chamber of Commerce, briefly mentioned the thirteen amendments on the November ballot and encouraged everyone to read up on them because there are a couple that will impact cities; invited the Commission to a Daytona Beach Chamber forum on August 16th where these will be further discussed, more information will be coming about the forum.

8. APPROVAL OF MINUTES

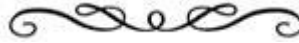
1.

Minutes - June 26, 2018 - Workshop - Budget with Various Departments and June 26, 2018 - Regular City Commission and CRA Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 10th day of July, 2018, in Holly Hill



9. CONSENT AGENDA - ITEMS (1 - 6)

Mayor Penny asked if any member of the Commission would like to pull an item or if anyone in the audience would like to discuss any item on the Consent Agenda.

Commissioner Byrnes asked to pull Item 1 and 3 for clarification. ***After discussion on these items, Resolution 2018-R-42 (Item 1) was pulled to the July 24th meeting at 7:00 PM to wait on a presentation from CCFAW representation.***

Mayor Penny opened public participation.

The following individual spoke to the Mayor and City Commissioners:

Heidi Heller, Holly Hill thanked CCFAW for having interest in the cats and the animals and they do a great job; shared her concerns about where she lives and the colony that was set up there in 2006 and the CCFAW never received permission from the landlord to allow the colony and the landlord is giving the residents a hard time because of people feeding them and threatened to evict them if they continue to feed the cats. She would like to see CCFAW to be more aggressive in getting permission from the landlord to allow the colony and feeding of the cats.

Jim Legary, Holly Hill asked for clarification on Items 3 and 4 (Resolutions 2018-R-44 and 45).

John McKinney, Finance Director, spoke on Resolutions 2018-R-44 and 45.

*Commissioner Byrnes made a motion to **APPROVE Resolution 2018-R-44**, seconded by Commissioner Danio.*

PASSED, 5-0.

1. Resolution

Resolution 2018-R-42 A Resolution of the City of Holly Hill, Florida, Authorizing the Continuation of the Memorandum of Understanding by and Between the City of Holly Hill, Florida, and Concerned Citizens for Welfare (CCFAW) a Trap/Neuter/Return (TNR) Program for Control of the Free Roaming Cat Population; and Providing for Severability; Providing and Allowing for Budgetary Concerns; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	PULLED BY CITY MANAGER	Next: 7/24/2018 7:00 PM
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2. Resolution

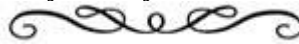
Resolution 2018-R-43 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with the County of Volusia to Provide Municipal Fleet Fueling Services; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION

Enacted and approved this 10th day of July, 2018, in Holly Hill

3. Resolution

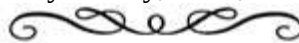
Resolution 2018-R-44 A Resolution of the City of Holly Hill, Florida, (Governmental Unit), Authorizing the City of Holly Hill, Florida to Join with Other Local Government Units as a Participant in the Florida Municipal Investment Trust for the Purpose of Purchasing Shares of Beneficial Interest in the Trust; Providing for an Effective Date.

(Requested by John McKinney, Finance)

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

RESOLUTION

Enacted and approved this 10th day of July, 2018, in Holly Hill

4. Resolution

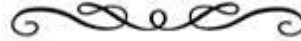
Resolution 2018-R-45 A Resolution of the City of Holly Hill, Florida, Authorizing and Directing Execution and Delivery of a Joinder to Agreement and Declaration of Trust Creating and Establishing the Florida Local Government Investment Trust; and Providing an Effective Date.

(Requested by John McKinney, Finance)

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

RESOLUTION

Enacted and approved this 10th day of July, 2018, in Holly Hill



5. Resolution

Resolution 2018-R-46 A Resolution of the City of Holly Hill, Florida, Approving the Entrance into an Interlocal Agreement with Other Governmental Participants for the Purpose of Exercising Investment Power Jointly to Invest Funds in Concert with Other Participants; Providing an Effective Date.

(Requested by John McKinney, Finance)

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

RESOLUTION

Enacted and approved this 10th day of July, 2018, in Holly Hill



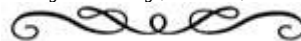
6.

Team Volusia - Economic Development Agreement FY2018-2019

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 10th day of July, 2018, in Holly Hill



10. REGULAR AGENDA**1. Resolution**

Resolution 2018-R-47 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding Change Order #4 in the Amount of \$185,950.00 to RJ Landscape Contractors, Inc.; and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; Providing for Severability; and Providing for an Effective Date.

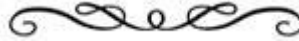
(Requested by Antoine Khoury, Public Works)

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 10th day of July, 2018, in Holly Hill

**11. PUBLIC HEARINGS - NONE****12. COMMUNICATIONS****A. City Manager & Staff Comments**

a.

Holiday Calendar FY2018-2019 - Floating Holiday

(Requested by Valerie Manning, City Clerk)

Consensus from the Mayor and Commissioners for the floating holiday.

RESULT:	CONSENSUS TO APPROVE
----------------	-----------------------------

Enacted and approved this 10th day of July, 2018, in Holly Hill



b.

Wastewater Valve Replacement (17WW01) Change Order #1

(Requested by Antoine Khoury, Public Works)

Mr. Forte mentioned this is for informational purposes only.



- B. City Attorney Comments
None.

- C. City Commission Comments

Commissioner Byrnes mentioned that there are no candidates at the meeting.

Commissioner Danio stated that some people overlook the learning process; appreciates Commissioner Byrnes efforts; asked about the panhandling situation in St. Augustine in their lead on an ordinance for panhandling; Mr. Forte mentioned that Chief Aldrich and himself are aware of it; will get with Commission on the School Marshal System at the schools and will discuss with them when he has more information; looking forward to the Splash-In event on September 1st.

Commissioner Via asked if Mr. Forte can give an update on the Pickleball project at Hollyland Park. Mr. Forte stated he is meeting with the group on Thursday but they are inching to move forward; Commissioner Via mentioned the negativity on cops but thanked HHPD for the homeless issue on 2nd Street; looking forward to back to school event; Splash-In event; thanked staff on repaving roads; thanked Mr. Cameron for coming and appreciated Larry Bartlett coming to the Chamber breakfast.

- D. Mayor's Comments

Mayor Penny reminded everyone about the Trolley Car event at Bishop's Glen tomorrow starting at 10:00 AM; informed the Commissioners that they received a \$50,000 grant for the Daytona Beach Racing and Recreational Program the city will be doing at Sunrise Park and the Boys and Girls Club received \$55,000 grant for their security issues.

13. ADJOURNMENT

The meeting adjourned at approximately 8:20 PM.

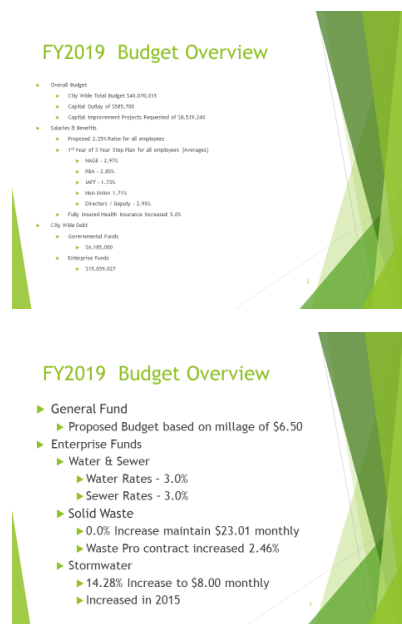
**CITY OF HOLLY HILL, FLORIDA
CITY COMMISSION
MINUTES – JULY 24, 2018
WORKSHOP SESSION**

Attendee Name	Title	Status	
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Absent	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

CRA & ECONOMIC DEVELOPMENT BUDGET PRESENTATION & REVIEW OF BUDGET FOR FY2019

Budget Presentation for Community Redevelopment Agency (CRA) and Economic Development (Requested by Valerie Manning, City Clerk)

John McKinney, Finance Director, showed a PowerPoint presentation to the Mayor, City Commissioners and staff pertaining to the CRA and Economic Development Budget Review for FY2019. The following slides were presented:



Citywide Budget



Employees Count

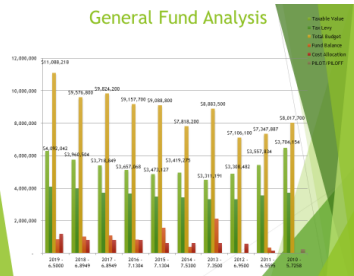


Employee Budget

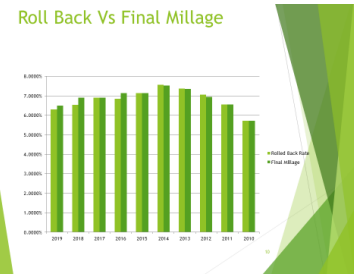


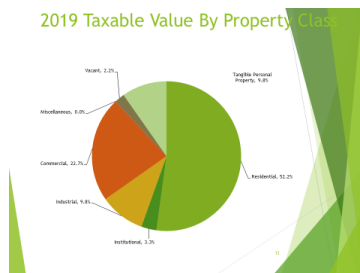
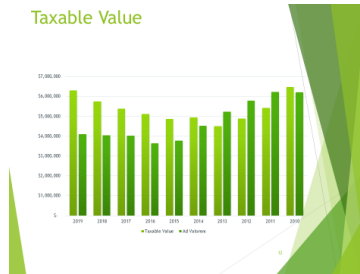
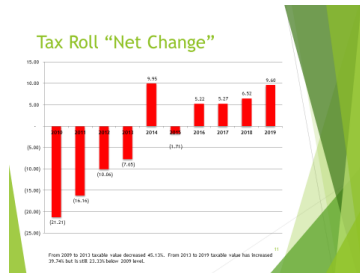
GENERAL FUND – PROPOSED PROPERTY TAXES – TRIM NOTICE F.S. 200.065(2)

General Fund Analysis



Roll Back Vs Final Millage





Historical Property Tax



2019 TOTAL TAX BILL
\$499.59
2009 - \$755.85
Total Difference (\$256.26)
Holly Hill Difference \$11.79

SPECIAL REVENUE FUNDS

Special Revenue

- ▶ LOGT 002
- ▶ CRA 130 Admin / Law Enforcement
- ▶ CRA 135 Fountain Head
- ▶ CRA 139 Capital Projects

COMMUNITY REDEVELOPMENT – BEGAN CRA & ECONOMIC DEVELOPMENT WORKSHOP AT APPROXIMATELY 6:52 PM

Community Redevelopment

▶ LOGT - 002

Lakewood Drive	25,000
Adkins Street	180,000
Waller Street	150,000
Waller Street	150,000
Baker Street	60,000
Flamingo Street	90,000
Urich Boulevard	90,000
7th Street	20,000
Westwood Circle	40,000
Cavalry Drive	40,000
21st Street	120,000
21st Street	120,000
Florida Street	300,000
Wright Avenue	40,000

- ▶ \$1,578,000 in resurfacing for Fiscal Year 2019

Community Redevelopment

▶ CRA - 130

Revenues	
▶ City based on 16.70 millage	\$1,143,496
▶ County TRF allocated	\$1,216,308
▶ Investments	\$ 49,400
▶ Carryforward	\$ 230,888
▶ Total	\$3,180,294
Expenditures	
▶ Admin	\$ 237,400
▶ Law Enforcement	\$ 117,922
▶ Solid Service	\$ 846,224
▶ Non Departmental	\$ 7,061
▶ Capital Expenditures	\$1,201,692
▶ Total	\$3,180,294

Community Redevelopment

- ▶ CRA - 130 & 139
 - ▶ Capital Outlay
 - ▶ Police Interceptor SDV (2) - \$70,000
 - ▶ Capital Projects
 - ▶ US 1 Overhead to Underground \$1,600,000
 - ▶ Pickleball - Hollywood Park \$1,000,000
- ▶ CRA Fountain Head - 135
 - ▶ In Reserve 5552,120

Mr. McKinney informed the Mayor and City Commissioners that there are eight (8) years left for the CRA. The US1 Overhead to Underground Capital Project, Phase 1 \$9 million and Phase 2 \$7 million, approximately to complete project.

CRA WORKSHOP ADJOURNED AT APPROXIMATELY 7:00 PM.

STORMWATER

Stormwater

- ▶ Non Ad-Valorem Assessment
 - ▶ Current
 - ▶ No Increase since 2015
 - ▶ Currently \$7.00 per month or \$84.00 annually
 - ▶ Proposed
 - ▶ Commission recommended July 11 to increase annual fee
 - ▶ \$8.00 per month or \$96.00 annually
 - ▶ Estimated increase in assessment of \$131,151.
 - ▶ Increase of fees to fund
 - ▶ Repair and maintenance of increased stormwater conveyance system
 - ▶ Fund 5 year capital projects

CODE ASSESSMENTS

Code Assessments

- ▶ Non Ad-Valorem Assessment
 - ▶ Code Liens
 - ▶ Per Ordinance 2003
 - ▶ Per Resolution 2018-R-13
 - ▶ Fund costs associated with code repairs and nuisance abatement
 - ▶ Subject properties
 - ▶ Certified invoices sent June 1 and due July 1.
 - ▶ 814 8th St \$5,000
 - ▶ 123 Highland Ave \$3,800

Mr. McKinney informed the Mayor and City Commissioners that this is the last budget workshop and at tonight's City Commission meeting there is an agenda item for their approval/consideration for the maximum millage rate for FY2018-2019, a proposed stormwater utility fee at \$8.00 per equivalent residential unit, and a Resolution for Code repairs and nuisance abatement services within the city. Mr. McKinney informed them that he sent two certified invoices out on June 1st and they are due July 1st. Those two properties are 814 8th Street for \$5,000 and 123 Highland Avenue for \$3,800. He reminded everyone that the **first public hearing** for the budget will be on **MONDAY, SEPTEMBER 10, 2018 at 7:00 PM** and **second public hearing** for the budget will be on **TUESDAY, SEPTEMBER 25, 2018 at 7:00 PM**.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 24, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Excused	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

b. Invocation

Commissioner Byrnes led the invocation.

c. Pledge of Allegiance

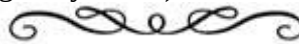
Mayor Penny led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD - MADDEN'S ACE HARDWARE

1.

Madden's Ace Hardware

(Requested by Valerie Manning, City Clerk)

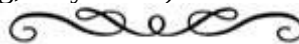


3. PRESENTATIONS

1.

Legislative Update from Representative Patrick Henry, District 26

(Requested by Valerie Manning, City Clerk)



2.

Presentation by CCFaw Representative for Trap Neuter Release (TNR) Program

(Requested by Valerie Manning, City Clerk)

Patrick Henry, District 26 Representative came forward and gave a brief update on the Legislative issues to the Mayor and City Commissioners.



4. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Mike Chuven, 407 Miriam Avenue, Holly Hill, shared an invitation to the Special Olympics Volusia Annual Summer Picnic to the Mayor and City Commissioners. It will be on Saturday, August 11, 2018 in Hollyland Park from 11:00 AM to 3:00 PM with lunch beginning at noon. Lunch will be provided by and sponsored by Squadron #120 Sons of the American Legion Holly Hill.

Lynne Smith, 107 7th Street, Holly Hill, presented Commissioner Byrnes with a shirt that says, "Head of the Ignorance Campaign" and congratulated him on his "Ignorance Campaign" and for anyone who has mistaken his intent, which he has explained thoroughly, she is here to support that. When Commissioner Byrnes says someone is being ignorant, he is using it in the way of being misinformed and he is not insulting people's intelligence. Since Commissioner Byrnes will be outgoing on the Commission, she feels he has done a fine job in trying to educate people who come up to the dais who are misinformed about the facts. She is glad to see some newcomers to the meeting tonight and would encourage everyone here and listening to have more people come to these Commission meetings so that they are informed about what's going on in Holly Hill so that they feel that their voice is being heard by the Commission and their concerns can be addressed. For the Boy Scouts that are attending the meeting tonight, it's good to listen about what's going on in the community and to be a part of than not be a part of what's going on. In honor of Commissioner Byrnes campaign, she had this shirt made for him that says, he's the head of this campaign and on the back it says, "Proud to Serve Holly Hill."

Commissioner Byrnes thanked Mrs. Smith for the shirt and was very surprised.

Dennis Smith, 107 7th Street, Holly Hill, spoke in reference to the last presentation by CCFAW and said that everyone that has a dog, has to pay a fee for a license, wouldn't it be more beneficial to the city after hearing the numbers and the cost that the city has, to want to be a colony person, they should pay a fee to the city to recoup the city's money. Is there any way that he can get a list of active cat colonies at addresses so that they know?

Mr. Forte stated, it's public record so the city has it.

5. APPROVAL OF MINUTES

1.

Minutes - June 28, 2018 - Workshop on Pickleball in Hollyland Park Discussion

(Requested by Valerie Manning, City Clerk)

At this time, Mayor Penny asked for a motion and second to excuse Commissioner Currie

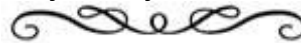
from tonight's City Commission meeting.

*Commissioner Byrnes made a motion to **EXCUSE COMMISSIONER CURRIE** from the City Commission meeting, seconded by Commissioner Danio.*

PASSED, 4-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Danio, Via, Penny

Enacted and approved this 24th day of July, 2018, in Holly Hill



6. **CONSENT AGENDA - ITEM (1)**

Mayor Penny asked if any member of the Commission would like to pull the item for further discussion or if any member of the audience would like to discuss this item. **There was no one.**

1. Resolution

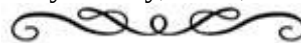
Resolution 2018-R-42 A Resolution of the City of Holly Hill, Florida, Authorizing the Continuation of the Memorandum of Understanding by and Between the City of Holly Hill, Florida, and Concerned Citizens for Welfare (CCFAW) a Trap/Neuter/Return (TNR) Program for Control of the Free Roaming Cat Population; and Providing for Severability; Providing and Allowing for Budgetary Concerns; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Danio, Via, Penny

RESOLUTION

Enacted and approved this 24th day of July, 2018, in Holly Hill



7. **REGULAR AGENDA**

1.

Maximum Millage - Holly Hill Operating Fiscal Year 2018 - 2019

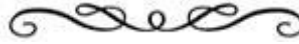
(Requested by John McKinney, Finance)

John McKinney, Finance Director, spoke briefly pertaining to the maximum millage rate for FY2018-2019. Mr. McKinney suggested a 6.75 millage rate (*as discussed in previous budget workshops*) and informed the Mayor and City Commissioners that they can lower it after if they approve that rate but it can't be higher.

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Danio, Via, Penny

Enacted and approved this 24th day of July, 2018, in Holly Hill



8. PUBLIC HEARINGS

1. Resolution

Resolution 2018-R-43 A Resolution of the City of Holly Hill, Florida, Relating to the Provision of Code Repairs and Nuisance Abatement Services in the City; Establishing the Assessment to be Levied Against Each Specifically Benefited Property in the City for the Fiscal Year Commencing October 1, 201; Imposing Code Assessments Against Specifically Identified Properties Located Within the City; Approving the Assessment Roll for Such Fiscal Year and Directing Delivery Thereof to the Tax Collector; Providing for Severability; and Providing an Effective Date.

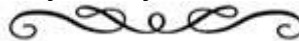
(Requested by John McKinney, Finance)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Danio, Via, Penny

RESOLUTION

Enacted and approved this 24th day of July, 2018, in Holly Hill



2. Resolution

Resolution 2018-R-44 A Resolution of the City of Holly Hill, Florida, Setting the Proposed Stormwater Utility Fee at \$8.00 Per Equivalent Residential Unit; Establishing the Equivalent Residential Unit for Non-Residential and Multi-Family Properties;

Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by John McKinney, Finance)

Mr. Forte read the entirety of the Resolution into the record:

RESOLUTION 2018-R-44

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SETTING THE PROPOSED STORMWATER UTILITY FEE AT \$8.00 PER EQUIVALENT RESIDENTIAL UNIT; ESTABLISHING THE EQUIVALENT RESIDENTIAL UNIT FOR NON-RESIDENTIAL AND MULTI-FAMILY PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined, due to the amount of stormwater maintenance required to preserve retention areas and canals in good condition, that it is in the best interest of the City of Holly Hill to set the stormwater utility fee at \$8.00 per equivalent residential unit (ERU) per month or \$96.00 per equivalent residential unit (ERU) per year; and

WHEREAS, for non-residential and multi-family properties, the City Commission has determined, based on the recommendation of the City Engineer, that the single-family equivalent unit should be 2,050 square feet.

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

SECTION 1. The proposed stormwater utility fee is hereby set at \$8.00 per equivalent residential unit (ERU) per month or \$96.00 per equivalent residential unit (ERU) per year.

SECTION 2. For non-residential and multi-family properties the single-family equivalent unit shall be 2,050 square feet.

SECTION 3. A Public Hearing will be held on September 10, 2018 to set the Final Rate.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 5. That all resolutions made in conflict with this Resolution

are hereby repealed.

SECTION 6. That this Resolution shall become effective immediately upon its adoption.

Commissioner Via voted no against this because he doesn't like to see the utility fees go up.

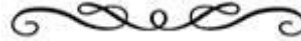
They've had a long discussion about this in the budget workshops.

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [3 TO 1]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Danio, Penny
NAYS:	Via

RESOLUTION

Enacted and approved this 24th day of July, 2018, in Holly Hill



3. Ordinance

SECOND READING - Ordinance 3007 An Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map to Designate the Parcel Identified as 320 10Th Street as General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date. AND SECOND READING - Ordinance 3008 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending the Official Zoning Map to Designated the Property at 320 10Th Street as More Specifically Described in Attachment "A" from B-4 Highway Business District to CC-1 Commercial Corridor District; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Mr. Forte informed the Mayor and Commissioners that there are two (2) Ordinances in this agenda item but they will be voting on them separately for the record.

Brian Walker, City Planner briefly went over the staff report in the packet for both Ordinances that pertain to the Future Land Use Map for the parcel identified as 320 10th Street, Holly Hill as indicated in the staff report.

Mayor Penny stated before they vote on this, they have to disclose if they had any ex parte communication with the applicant, Robin Hanger, for the item being discussed. Mayor Penny, Commissioners Byrnes and Via have spoken to Mr. Hanger about this.

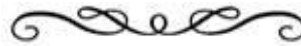
Ordinance 3008:

City Commissioner Byrnes **APPROVED ORDINANCE 3008 for first reading**, seconded by Commissioner Via.

PASSED, 4-0.

Mayor Penny opened public participation for **BOTH** Ordinances on **FIRST READING**. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 8/14/2018 7:00 PM
MOVER:	Chris Via, District 4 - Commissioner	
SECONDER:	John C. Danio, District 3 - Commissioner	
AYES:	Byrnes, Danio, Via, Penny	



9. COMMUNICATIONS

A. City Manager & Staff Comments

a.

Lift Station #1 Rehabilitation (17WW01) Change Order #1 - Final

(Requested by Antoine Khoury, Public Works)

Mr. Forte gave an update o the Change Order #1 for Lift Station #1 Rehabilitation.

*Commissioner Byrnes made a motion to **APPROVE CHANGE ORDER #1 for LIFT STATION #1 REHABILITATION**, seconded by Commissioner Danio.*

Mayor Penny opened public participation. No one spoke.

PASSED, 4-0.

Mr. Forte mentioned that it has been brought to his attention that in a previous election year, a City Commission meeting was cancelled due to the fact that it was on the same evening. He would like to know if they would like to consider cancelling the August 28th City Commission meeting since it is the same night as a regularly scheduled meeting and if something needs to be addressed and they need to meet, they can do that.

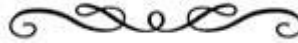
Mayor Penny asked the Commissioners for their thoughts and there was **consensus** to cancel the August 28, 2018 City Commission meeting on election day but if something comes up and they need to meet, they are okay with doing that. Mayor Penny asked for a motion and second.

*Commissioner Via made a motion to **CANCEL THE TUESDAY, AUGUST 28, 2018 REGULARLY SCHEDULED CITY COMMISSION MEETING SINCE IT FALLS***

ON ELECTION DAY, seconded by Commissioner Danio.

Mayor Penny opened public participation. No one spoke.

PASSED, 4-0.



B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Byrnes thanked Lynne Smith for his shirt and those that were wearing them. He greatly appreciated it and was very surprised.

Commissioner Via reminded everyone about the Splash-In on the Halifax event on Labor Day weekend, September 1, 2018 at Sunrise Park North and South side from 12:00 PM to 4:00 PM, free event and open to the public.

D. Mayor's Comments
Mayor Penny thanked Patrick Henry for coming this evening and giving everyone an update on the Legislative issues; spoke about the Advocacy Team being created through the Volusia League of Cities and that a meeting will be held on August 6th in DeLand from 9:00 AM to 10:00 AM and you need to be invited to attend so contact him if interested; mentioned the School Marshal System being discussed by other cities; he recommends a one (1) year approval for \$11,000 under contract but there was consensus from the Commission to have a "SRO Officer" there, they are able to arrest and have more authority if something were to happen; there was consensus to have the Superintendent to come to the next City Commission meeting on August 14th for a brief presentation and then they can decide what they want to do as far as money goes; the City Manager will contact the Superintendent and will invite him to the meeting.

10. ADJOURNMENT

The meeting adjourned at approximately 8:30 PM.



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

**City Commission
Resolution**

MEETING DATE: August 14, 2018
FROM: Valerie Manning
SUBJECT: Resolution 2018-R-47 A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Renewal Lease Agreement Between the City of Holly Hill and the Holly Hill Historic Preservation Society, Inc.; Establishing Terms and Conditions of the Agreement; and Providing an Effective Date.
NUMBER: (ID # 2147)
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill Historic Preservation Society, Inc., wishes to renew their lease agreement with the City for a three (3) year term.

The only change to the lease is the proposed language, which has been included in the renewal lease agreement for your consideration: *Lessee shall not assign this lease, or any interest in this lease, or sublet the leased premises, or any part of the premises, or any right or privilege appurtenant to it, or allow any person other than Lessee and Lessee's agents and employees to occupy or use the premises or any part of them, without first obtaining Lessor's written consent. Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person. Any unauthorized assignment or sublease shall be void, and shall terminate this lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law without Lessor's written consent.*

The current lease expires September 30, 2018.

FISCAL ANALYSIS:

The lease payment is \$1.00 per year.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the renewal lease agreement with the Holly Hill Historic Preservation Society, Inc., with term expiring September 30, 2021.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2018-R-47, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC.; ESTABLISHING TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENTS:

- Holly Hill Historic Preservation Society - LEASE AGREEMENT - September 30, 2021 (DOCX)

Resolution No. (ID # 2147)

RESOLUTION 2018-R-47 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC.; ESTABLISHING TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2018-R-47

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC.; ESTABLISHING TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Holly Hill Historic Preservation Society, Inc., has been leasing the city annex building for several years for \$1.00 per year; and

WHEREAS, the Holly Hill Historic Preservation Society, Inc., has proven to provide a service of maintaining historic artifacts with their custody; and

WHEREAS, the Holly Hill Historic Preservation Society, Inc., has requested the City renew this lease agreement for a period of three (3) years.

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

SECTION 1. That the City Manager is hereby authorized to sign the lease agreement attached hereto.

SECTION 2. That the term of this agreement shall commence on October 1, 2015 and end on September 30, 2021.

SECTION 3. 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, or force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED this 14th day of AUGUST, 2018.

HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC.
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered this ____ day of _____ 2018, between the City of Holly Hill and the Holly Hill Historic Preservation Society, Inc. (HISTORIC SOCIETY) upon the terms and conditions set forth:

- (a) Effective Date of Lease: October 1, 2018
- (b) LANDLORD/LESSOR: City of Holly Hill, ("City")
- (c) TENANT/LESSEE: Holly Hill Historic Preservation Society, Inc. ("HISTORIC SOCIETY ")
- (d) Term of Lease: The City does hereby lease and demise unto HISTORIC SOCIETY said premises too have and to hold the same for the period of Three (3) YEARS which shall commence and terminate as follows:
- (e) **LEASE COMMENCEMENT DATE: EXPIRATION DATE:**

October 1, 2018

September 30, 2021

- (f) Premises: The City does hereby lease and demise unto HISTORIC SOCIETY the premises known as the City Hall Annex, 1066 Ridgewood Avenue, Holly Hill, Florida, Suite 300, consisting of approximately 1658 square feet. The property is further described in Exhibit "A" attached hereto and by reference made a part hereof. (The "Premises").
- (g) Purpose: Premises will be used exclusively for a HISTORIC SOCIETY and Museum, and for the advancement of the cultural and historic interest of the City of Holly Hill, Florida, and for all uses and purposes of a museum. *Lessee shall not assign this lease, or any interest in this lease, or sublet the leased premises, or any part of the premises, or any right or privilege appurtenant to it, or allow any person other than Lessee and Lessee's agents and employees to occupy or use the premises or any part of them, without first obtaining Lessor's written consent. Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person. Any unauthorized assignment or sublease shall be void, and shall terminate this lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law without Lessor's written consent.*
- (h) Rental: Rent shall be one dollar (\$1) per year.

(i) Additional Rent:

- a. Taxes: It is acknowledged that the above reference amounts do not include State and Local Sales Taxes. HISTORIC SOCIETY shall provide City with a Sales Tax Exemption Certificate as the parties anticipate that the HISTORIC SOCIETY is exempt from sales tax. If for some reason the HISTORIC SOCIETY is not exempt from sales tax, HISTORIC SOCIETY shall be responsible to pay all applicable sales tax in addition to the rent amount. Property Taxes are exempt for the City as long as the HISTORIC SOCIETY is a 501C, not for profit organization. HISTORIC SOCIETY shall provide City with a copy of the 501C document.
 - b. Utilities: The utility charges, including electricity, water, and sewer will be paid by the City during the Lease.
 - c. Common Area Maintenance Expense: City shall be responsible for maintenance and repairs of the common areas, utility charges incurred in the common areas, and landscape services incidental to the HISTORIC SOCIETY'S use of the Premises. The common area maintenance areas are shown in Exhibit "A".
 - d. All Payments shall be due payable on the 1st day of each month. Any taxes and assessments shall be due and payable on the 1st day of the month following written notification from the City of the amount due.
- (j) Insurance: City shall keep in full force and effect an insurance policy for fire, windstorm and other calamity insuring the premises. HISTORIC SOCIETY shall carry at its own expense Comprehensive General Liability and Property Damage Insurance with combined single limits of not less than \$1,000,000.00 with insurance companies authorized to do business in this state and with City named as additional insured and with provisions prohibiting the modification or cancellation of such insurance without at least fifteen (15) days' prior written notice to City. HISTORIC SOCIETY shall deliver said policies or certificates thereof to City upon execution of this Lease and thereafter renewal policies or certificates shall be delivered not less than 15 (15) days prior to the expiration of the policies of insurance. The failure of HISTORIC SOCIETY either to effect said insurance in the names herein called for or to pay the premiums therefore or to deliver said policies or certificates to City shall permit City to procure the insurance and pay the requisite premium therefore, which premiums shall be paid to City with the next installment of rent.
- (k) Repair/Maintenance:
- 1) HISTORIC SOCIETY accepts the premises in their present condition. HISTORIC SOCIETY shall maintain the interior of the premises including all plumbing, electrical and lighting replacement to include bulbs and ballasts in good order and

repair as the same are in at the commencement of this Lease, ordinary wear and use and damage by fire or unavoidable casualty expected. HISTORIC SOCIETY shall not cause or permit any waste or injury to the premises and shall keep the premises free from any and all objectionable noises, odor, rubbish, and debris inconsistent with the proper operation of the HISTORIC SOCIETY's business therein. HISTORIC SOCIETY shall be responsible for all damages caused by HISTORIC SOCIETY and all occupants and guests of the HISTORIC SOCIETY.

- 2) HISTORIC SOCIETY shall not make any alteration of the premises without the written consent of City and if such consent be granted, any alteration shall be in accordance with all applicable laws, rules, and regulations.
- 3) All partitions or other permanent installations and improvements to the premises made by the HISTORIC SOCIETY shall become a part of the realty and title thereto shall be vested in City. HISTORIC SOCIETY shall not make any such improvements without prior written consent of City.
- 4) City shall be responsible to provide operational heating and air conditioning to the leased premises.
- 5) In the event the Premises sustains damage, the decision to repair the Premises and the extent of said repair, shall be determined at the sole discretion of the City. In the event the City elects not to repair, the City has the right to terminate this lease upon providing the HISTORIC SOCIETY with **60 days** advance notice. The City shall have the right to retain all insurance proceeds paid or payable for the damage and has no obligation to expend the insurance proceeds to repair the Premises, even if the insurance proceeds are paid by insurance provided by the HISTORIC SOCIETY. The City shall attempt to relocate the HISTORIC SOCIETY to another City facility, but said relocation shall be at the City's sole discretion.
- (l) Defaults of HISTORIC SOCIETY and Remedies of City: In case of the failure on the part of HISTORIC SOCIETY to pay the rent and all other charges herein provided within five (5) business days subsequent to the time when the same shall become due and payable, no demand being required for same, or in case HISTORIC SOCIETY shall neglect or fail to perform or observe any of the other covenants, terms or conditions imposed upon HISTORIC SOCIETY by this Lease and fail to remedy and/or remove the breach within five (5) days of receipt of notice thereof from City or in the event HISTORIC SOCIETY filed or there is filed against HISTORIC SOCIETY a petition under the Bankruptcy Act, then and in any of the above cases it shall be lawful for City at any time thereafter at his option, to enter into and upon the premises or any part thereof and repossess the same and expel HISTORIC SOCIETY and to exercise each and every right and remedy provided to City under the provision of Chapter 83, Part 1, as amended from time to time to:

a. Terminate this Lease, resume possession of the property for his account and recover immediately from the HISTORIC SOCIETY the remainder of the rent provided for in this Lease for the remainder of the lease term, reduced to present worth, together with any other damages as occasioned by or resulting from the abandonment or a breach of default in payment of rent; or

b. Resume possession and re-lease or rent the leased premises for the remainder of the lease term for the account of the HISTORIC SOCIETY and recover from HISTORIC SOCIETY at the end of the lease term or at any time each payment of rent comes due under this lease, the difference between the rent provided for in this lease and the rent received on the re-leasing or re-renting, together with all costs and expenses of the City in connection with the re-leasing or re-renting and collection of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing or re-renting; if this option is exercised, the City shall in addition be entitled to recover from HISTORIC SOCIETY immediately any other damages occasioned by or resulting from the abandonment or a breach or default other than a default in payment of rent.

c. The remedies provided for above shall not be exclusive and in addition thereto City may pursue such other remedies as are provided by law in the event of any breach, default or abandonment by HISTORIC SOCIETY. In all events and notwithstanding which options may be exercised or remedy pursued, HISTORIC SOCIETY agrees to pay and the City shall be entitled to recover all costs and expenses incurred by City, including a reasonable attorneys' fees, in connection with collection of rental or damages or enforcing other rights of the City in the event of any breach, default or abandonment by HISTORIC SOCIETY. HISTORIC SOCIETY hereby expressly waives any and all rights of redemption, if any, granted by or under any present or future laws in the event HISTORIC SOCIETY shall be evicted or disposed for any cause or in the event City shall obtain possession of the premises by virtue of the provisions of this Lease or otherwise.

- (m) Relocation of HISTORIC SOCIETY: City reserves the right to relocate the HISTORIC SOCIETY to a City facility upon providing the HISTORIC SOCIETY with 60 days' notice. The terms and conditions of this lease shall remain in full force and effect at the new location.
- (n) Termination: City and HISTORIC SOCIETY shall each have the right to terminate this Lease with or without cause, upon providing **60 days'** notice to the other.
- (o) Attorney Fees: The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs incurred.

- (p) Assignment: This Lease is not assignable without prior written consent of the City, which may be withheld for any reason or no reason. It is the intent of the City that this Lease is not assignable except in very limited circumstances in which the assignee will be operating a non-profit organization for the cultural and historic interests of the City of Holly Hill.

City of Holly Hill, FL

By: _____

Title: Joseph A. Forte, City Manager

Date: _____

Holly Hill Historic Preservation Society

By: _____

Title: Rentha Flowers, President

Date: _____



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

**City Commission
Agenda Item**

MEETING DATE: August 14, 2018
FROM: Valerie Manning
SUBJECT: Granicus Master Subscription Agreement - Legislative Agenda
Management Agenda and Minutes Software
NUMBER: (ID # 2115)
APPLICANT:
PLANNER:

DISCUSSION:

This is the new Master Subscription Agreement with GRANICUS, previously known as ACCELA Legislative Management Agenda and Minutes.

Because of the transition process, Granicus is not currently issuing any renewal quotes. Instead, they are going to honor what the city has been paying and charge the same for the following year beginning October 1, 2018 - September 30, 2019 in the amount of \$6,615.00.

The city began using the Legislative Management Agenda and Minutes software program, also known as Minute Traq, on January 12, 2015. (see included the Accela agreement).

The current lease expires September 30, 2018.

FISCAL ANALYSIS:

The total annual amount for the subscription term for October 1, 2018 through September 30, 2019 is \$6,615.00, as stated in the Master Subscription Agreement.

STAFF RECOMMENDATION:

Approve the new lease agreement with Granicus.

COMMISSION GOAL:

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 as submitted by staff.**

- FL_Holly Hill IQM2 Renewal Signed (PDF)

Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between the Holly Hill ("**Customer**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Customer and Granicus may each be referred to herein as "**Party**" or collectively as "**Parties**".

By accessing the Granicus Products and Services, Customer accepts this Agreement. In the event there is a conflict between this Agreement and any other contract Customer has for the Granicus Products and Services ("**Contract**"), the terms of the Contract shall prevail. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Customer will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order, SOW or Exhibit under this Agreement, further specified in Section 7.1.

"Exhibit" means any exhibit referenced herein and attached hereto.

"Extension Term" any term that increases the length of the Initial Term of this Agreement.

"Fees" mean the fees charged by Granicus for the Granicus Products and Services as identified on each Order, SOW or Exhibit and, unless otherwise stated in each Order, SOW or Exhibit, invoiced upon commencement of the Order Term.

"Granicus Products and Services" means the products and services made available to Customer pursuant to this Agreement, which may include Granicus products, services, application software accessible for use by Customer on a subscription basis ("**SaaS**"), Granicus professional services, content from any professional services or other required equipment components ("**Required Hardware**"), as specified in each Order, SOW or Exhibit.

"Initial Term" shall have the meaning specified in the Order, SOW or Exhibit between Granicus and Customer for the first duration of performance that Customer has access to Granicus Products and Services.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Customer agrees to purchase specific Granicus Products and Services.

"Order Term" shall mean the then-current duration of performance identified on each Order, SOW or Exhibit, for which Granicus has committed to provide, and Customer has committed to pay for, Granicus Products and Services.

"Statement of Work" or "SOW" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order, SOW or Exhibit shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order, SOW or Exhibit placed hereunder.

"Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order, SOW or Exhibit placed between the Parties.

2. **Ordering and Scope**

- 2.1. **Ordering Granicus Products and Services.** The Parties may execute one or more Order, SOW or Exhibit related to the sale and purchase of Granicus Products and Services. Each Order, SOW or Exhibit will generally include an

itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order, SOW or Exhibit must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order, SOW or Exhibit, then the Order, SOW or Exhibit need not be executed by the Parties. Each Order, SOW or Exhibit dated on or after the Effective Date shall be governed by this Agreement regardless of any pre-printed legal terms on each Order, SOW or Exhibit, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.
- 2.3. Future Functionality.** Customer acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Customer, the terms of this Agreement and set forth in one or more Order, SOW or Exhibit may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Customer and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Customer as subscriptions during an Order Term specified in each Order, SOW or Exhibit. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order, SOW or Exhibit (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order, SOW or Exhibit.
 - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.
 - 3.2.2. Content.** Customer can only use Granicus Products and Services to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.
 - 3.2.3. Granicus Communications Suite Subscriber Information**
 - 3.2.3.1. Data Provided by Customer.** Data provided by Customer and contact information gathered through Customer's own web properties or activities will remain the property of Customer ("Direct Subscriber"), including any and all personally identifiable Information (PII). Granicus will not release the data without the express written permission of Customer, unless required by law.
 - 3.2.3.2. Data Obtained through the Granicus Advanced Network**
 - 3.2.3.2.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscriber to other Granicus customer's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of

the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.3.2.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Customer is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Customer upon termination of any Granicus Order, SOW or Exhibit. Customer shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Customer within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.3.2.3. **Opt-In.** During the last 10 calendar days of Customer's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Customer may send an opt-in email to Network Subscribers that shall include an explanation of Customer's relationship with Granicus terminating and that the Network Subscribers may visit Customer's website to subscribe to further updates from Customer in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Customer upon termination.

3.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.3. Restrictions. Customer shall not:

- 3.3.1.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order, SOW or Exhibit placed hereunder;
- 3.3.2.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 3.3.3.** Use the Granicus Products and Services for any unlawful purposes;
- 3.3.4.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- 3.3.5.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 3.3.6.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. Customer Feedback. Customer hereby grants to Granicus an irrevocable, non-exclusive, perpetual, royalty-free transferrable license, with right to sublicense, to use and incorporate into the Granicus Products and Services any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the Granicus Products and Services.

3.5. Required Hardware. For Required Hardware purchased from Granicus by Customer, Granicus will provide to Customer a three (3) year warranty with respect to the Required Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Required Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Required Hardware warranty shall commence on the Effective Date of each applicable Order, SOW or Exhibit.

3.6. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer.

4. Payment

4.1. Fees. Customer agrees to pay all fees, costs and other amounts as specified in each Order, SOW or Exhibit. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order, SOW or Exhibit will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s). Unless indicated otherwise in the applicable Order, SOW or Exhibit, the fees shall be invoiced by Granicus and paid by Customer as follows:

- 4.1.1. Products.** Product setup and annual fees are due at the beginning of the Initial Term, then annually at the beginning of any Extended Term or Order Term, within thirty (30) days of receipt of invoice.
- 4.1.2. Services.** Services supporting Products shall be paid annually commencing upon the completion of the Product implementation, or the Product being ready for Customer's use. Fees shall be paid by Customer within thirty (30) days of receipt of invoice.
- 4.1.3. Required Hardware.** For Required Hardware, delivery is complete once Customer receives Required Hardware components with the configured Granicus Product and Services.

4.2. Disputed Invoiced Amounts. Customer shall provide Granicus with detailed written notice of any amount(s) Customer reasonably disputes within thirty (30) days receipt of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Customer has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Customer's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Customer's acceptance of the content of such invoice.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Customer at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall automatically increase from the previous term's fees by seven (7) percent per year.

5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (disclosing Party) may disclose to the other Party (receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the receiving Party, given the nature of the information and the context in which disclosed.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the receiving Party; (ii) was in the receiving Party's possession before receipt from the disclosing Party; (iii) is rightfully receiving by the receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the disclosing Party without a duty of confidentiality on the third party; (v) is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the disclosing Party.

Confidential Information of disclosing Party may be disclosed in response to a valid court order or other legal process, only to the extent required by such order or process and, if allowed by law, only after the recipient has given the owner written notice of such court order or other legal process promptly and the opportunity for the owner to seek a protective order or confidential treatment of such Confidential Information.

- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Customer provide such notice, Customer must ensure that that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Customer. Customer is ultimately accountable for the security and privacy of data held by Granicus on its behalf.
- 6.4. Return of Confidential Information.** Upon request of the disclosing Party, termination, or expiration of this Agreement, the receiving Party shall, to the extent commercially practicable, destroy the disclosing Party's Confidential Information and, at the disclosing Party's request, certify the same.

7. Term and Termination

- 7.1. Agreement Term.** The Agreement Term shall begin on the Effective Date and continue through the latest date of the Order Term of each Order, SOW or Exhibit under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order, SOW or Exhibit will specify an Order Term for the Granicus Products and Services provided under the respective Order, SOW or Exhibit. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order, SOW or Exhibit, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the Order Term, the Granicus Products and Services will automatically renew for an Extension Term equal in duration to the Initial Term, or the then- current Order Term.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order, SOW or Exhibit is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order, SOW or Exhibit until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders, SOWs or Exhibits shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Customer be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order, SOW or Exhibit issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Customer shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate the latter of the termination or expiration date of this Agreement, or each Order, SOW or Exhibit. The provisions of this Agreement with respect to warranties, liability, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Customer from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SOW or Exhibit. In the event of such a Claim, if Granicus determines that an affected Order, SOW or Exhibit is likely, or if the Solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SOW or Exhibit, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order, SOW or Exhibit with respect to the affected Solution and refund to You any prepaid fees for the then-remaining or unexpired portion of the Subscription Order Term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim to the extent it is based upon: (i) a modification to any Solution by Customer (or by anyone under Customer's direction or control or using logins or passwords assigned to Customer); (ii) a modification made by Granicus pursuant to Customer's required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) Customer's use (or use by anyone under Customer's direction or control or using logins or passwords assigned to Customer) of any Granicus Products and Services other than in accordance with this Agreement. This Section 9.1 sets forth Customer's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

- 9.2. Indemnification by Customer.** Customer shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Customer's (or that of anyone authorized by Customer or using logins or passwords assigned to Customer) use or modification of any Granicus Products and Services; (b) any Customer content; or (c) Customer's violation of applicable law.
- 9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

- 10.1. Relationship of the Parties.** Granicus and Customer acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. Subcontractors.** Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.
- 10.3. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.4. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, Granicus retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third-party suppliers.
- 10.5. Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.6. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.7. No Third-Party Beneficiaries.** Subject to Section 10.6, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.8. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after

sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party.

- 10.9. Force Majeure.** Neither Party shall be in breach of this Agreement solely due to breach caused by circumstances beyond the control and without the fault or negligence of the Party failing to perform. Such causes include but are not limited to acts of God, wars, fires, floods, government regulations, shortage or supplies, acts of terrorism, or strikes.
- 10.10. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.
- 10.11. Entire Agreement.** This Agreement, together with all Orders, SOWs or Exhibits referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Customer agree that any and all Orders, SOWs or Exhibits are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Exhibits (excluding orders) hereto; (3) Orders; and (4) all other SOWs or other purchase documents.
- 10.12. Reference.** Notwithstanding any other terms to the contrary contained herein, Customer grants Granicus the right to use Customer's name and logo in customer lists and marketing materials.
- 10.13. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Customer's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

PRICING AGREEMENT

PRODUCT	ANNUAL AMOUNT	SUBSCRIPTION TERM
Legislative Management – Agenda and Minutes	\$6,615.00	10/1/2018 – 9/30/2019

Granicus

By:


(Authorized Signature)

Name:

Dawn Kubat

(Print or Type Name of Signatory)

Title:

Vice President of Legal

Date:

8/01/2018

(Execution Date)

Holly Hill

By:

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

Date:

(Execution Date)



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

**City Commission
Agenda Item**

MEETING DATE: August 14, 2018
FROM: John McKinney
SUBJECT: Disposal of Fixed Assets
NUMBER: (ID # 2143)
APPLICANT:
PLANNER:

DISCUSSION:

The attached list of fixed assets have been identified as being surplus property available for disposition due to obsolescence or replacement.

Per Resolution 2018-R-30, Purchasing Policy, Section 13.2 Disposition of Surplus property, Finance has classified the attached list of property/equipment as surplus.

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:

That the City Commission declare the equipment identified in the attached document as surplus and authorize the disposal of the surplus equipment as 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 attached list of surplus equipment.

- Asset Disposal List 071818 (PDF)



Inventory Surplus Request Form

Department of Public Works

July 18, 2018

(Assets Indexed by Asset ID : 818120 818120 List of Assets Disposed Asset Disposal Attachment: Asset Disposal Disposal)

Asset Tag	Asset Type Description	Serial Number/VIN	Veh/Unit	Manufacturer	Model	Scrap Value	Date of Purchase
2012000045	2008 Ford Crown Victoria	2FAFP71V18X156771	823	Ford	Crown Vic	\$500.00	6/20/2012
2010000064	2010 Ford Crown Victoria	2FABP7BV6AX129178	103	Ford	Crown Vic	\$500.00	4/9/2010
2010000061	2010 Ford Explorer	1FMEU6DE3AUA52554	101	Ford	Explorer	\$500.00	3/11/2010
2006002794	2005 Ford F-350 Pickup	1FDWF36575EB79334	31	Ford	F-350	\$500.00	1/3/2005
2006001937	2006 Ford Explorer	1FMEU62E76UB03175	602	Ford	Explorer	\$500.00	3/8/2006
2006001911	2005 Ford Taurus	1FAFP53U15A301093	503	Ford	Taurus	\$500.00	4/18/2005
Totals						\$3,000.00	

City Manager Signature/Date

[Signature] 7-20-2018



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

**City Commission
Agenda Item**

MEETING DATE: August 14, 2018
FROM: John McKinney
SUBJECT: Lines of Coverage Insurance for FY 2019
NUMBER: (ID # 2145)
APPLICANT:
PLANNER:

DISCUSSION:

Staff solicited renewals of all lines of coverage from our carrier Public Risk Insurance. This item updates the Commission on the City of Holly Hill's property, liability, automobile, workers compensation, AD&D and public official's insurance renewal premium as solicited by our broker, PRIA. Due to claims experience and reduced exposure we are able to see a decrease in our annual premiums of \$16,850 to \$322,352.41. We are in the second year of our two year rate lock which has also helped mitigate any increase in premiums.

FISCAL ANALYSIS:

These premiums have been budgeted as part of the Fiscal Year 2018 - 2019 budget.

STAFF RECOMMENDATION:

Staff recommends approval of all lines of coverage from our carrier.

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:

Motion to approve all lines of coverage from our Carrier PRIA and authorize the City Manager to execute all required coverage documents.

- Lines of Coverage Recap (PDF)
- Holly Hill Proposal 2018 (PDF)

City of Holly Hill

SUMMARY OF PROPOSED PREMIUMS & RELATED INFORMATION

Exposures as Proposed:	2017 Expiring	2018 Renewal
Property Values	\$43,315,761	\$40,550,861
Inland Marine Values	\$1,396,368	\$1,416,368
Vehicle/Motorcycles/Trailers	74/1/13	76/1/11
Employee Count – Liability – FT	105	105
Employee Count – Liability – PT	9	9
Volunteers	5	5
Payroll – Liability / Work Comp	\$5,148,800	\$5,433,099
Experience Modifier	1.040	.98

Premiums as Proposed:	Annualized Expiring:	Renewal:
Property	\$ 123,401.00	\$ 115,524.00
Inland Marine	\$ 2,974.00	\$ 2,899.00
Crime & / or Fidelity	\$ 500.00	\$ 500.00
General Liability	\$ 26,287.00	\$ 27,738.00
Public Officials Liability	\$ 24,328.00	\$ 24,806.00
Law Enforcement Liability	\$ 23,081.00	\$ 23,081.00
Automobile		
Liability	\$ 16,355.00	\$ 16,781.00
Physical Damage	\$ 7,066.00	\$ 7,908.00
<i>Preferred</i> Package Premium	\$ 223,992.00	\$ 219,237.00
Accidental Death and Dismemberment	\$ 1,852.41	\$ 1,852.41
Workers' Compensation	\$ 113,358.00	\$ 101,263.00
Expense Constant	\$ -	\$ -
Total Premium	\$ 339,202.41	\$ 322,352.41

Attachment: Lines of Coverage Recap (2145 : Lines of Coverage Insurance for FY 2019)

CITY OF HOLLY HILL

INSURANCE PROPOSAL

*2nd Year of 2 Year Rate Guarantee Policy
Effective: 10/01/2018 – 10/01/2019*

Presented By:

Bobbi Barlow, CPCU
Senior Vice President

Patty Heiskell, AAI
Account Manager

Allison Carman
Marketing Analyst



This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. In the event of any differences between the policy and this summary, the policy will prevail.

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**All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.*

City of Holly Hill

CLIENT SERVICE TEAM

PRODUCER	Bobbi Barlow, CPCU Senior Vice President
Email	BBarlow@bbdaytona.com
Phone	(386) 239-5724
ACCOUNT MANAGER/TEAM LEADER	Patty Heiskell, AAI
Email	PHeiskell@bbdaytona.com
Phone	(386) 239-8834
CLAIMS ANALYST	Mitzi Sparks, ACA
Email	MSparks@bbdaytona.com
Phone	(386) 239-7278
MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

Attachment: Holly Hill Proposal 2018 (2145 : Lines of Coverage Insurance for FY 2019)

***PREFERRED* GOVERNMENTAL INSURANCE TRUST**

To protect members of the fund from large losses and to protect the financial security of the fund, the *Preferred* Governmental Insurance Trust (*Preferred*) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress *Preferred*'s excess of loss structure because an excess structure provides *Preferred* members several levels of protection that reinsurance does not.

Foremost among these is the fact that *Preferred*'s excess of loss policies list every individual member as a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

Preferred is a non-assessable Trust authorized under Florida Statute and is not rated by AM Best. *Preferred* is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. *Preferred* members are not constrained by notice requirements or punitive run-off claims costs to exit. *Preferred* is a non-admitted pool in the state of Florida.

PRU – PUBLIC RISK UNDERWRITERS

Public Risk Underwriters, as part of Brown & Brown, Inc., is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.

PGCS – *PREFERRED* GOVERNMENTAL CLAIM SOLUTIONS

PGCS is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims.

Preferred Governmental Insurance Trust
Municipality Excess Insurance Structure 18-19

Statutory Limits		All Property Insured by Trust			
		\$340,000,000 Total Limit			
Colony Insurance Company		Arch Specialty Aspen Specialty Chubb Custom Colony Specialty Endurance UK Liberty Lloyds Markel RSUI Westport Insurance \$140,000,000 (Excess over Tower 1 & Tower 2)			
\$1,000,000 excess of \$1,000,000 Great American E&S Ins. Com.		AWAC Arch Specialty Beazley Chubb Custom Colony Ins. Co. Endurance UK Endurance US Hanover Lloyd's Ironshore Lloyds Navigators RSUI Starr Surplus Westchester (Tower 1)		AWAC Arch Specialty Aspen Specialty Brit USA Colony Ins. Co. Endurance UK Endurance US Everest Ironshore Lloyds Navigators RSUI Starr Surplus Westchester Westport Ins (Tower 2)	
\$1,000,000 Retention		\$25,000			
Workers' Compensation	Property Inland Marine and Automobile PD		Automobile Liability	General Liability	Law Enforcement Liability
Colony Insurance Company		Princeton Excess & Surplus Lines Insurance Company			
\$1,000,000 Retention		Princeton Excess & Surplus Lines Insurance Company			
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\$1,000,000 Retention		Princeton Excess & Surplus Lines Insurance Company			
\$1,000,000 Retention		Princeton Excess & Surplus Lines Insurance			

Preferred Governmental Insurance Trust**PROPOSED PROPERTY COVERAGE***Client ultimately chooses value insured***Description of Coverage:**

Building & Personal Property Coverage Form
Causes of Loss – Special Form

Location of Premises:

See Proposed Schedule of Property Values and Locations

Description of Property:	Limits of Coverage:
Building & Contents Total Insured Values – Blanket	\$40,550,861
Flood Limit Per Occurrence and Aggregate Excess of NFIP, Whether purchased or not	\$5,000,000
Earth Movement Limit – Per Occurrence and Aggregate	\$5,000,000
Terrorism	\$5,000,000
Boiler and Machinery	\$40,550,861

Deductibles:	
Named Windstorm Per Occurrence / Per Location Subject To a minimum of \$15,000. Location is defined by each itemized listing on the applicable schedule.	3% of TIV
All Other Perils Per Occurrence Building & Contents and Extensions of Coverage	\$2,500
Per Flood Per Any One Occurrence Except Property Designated as being with Flood Zone A or Flood Zone V to include “will have a deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is the greater.” See bottom of next page for definition of Flood Zones A or V.	\$2,500
Earth Movement	\$0

Coinsurance & Valuation:	
No Coinsurance Provision	
Replacement Cost Valuation Coverage	
Limits are Blanket Subject to Limits shown in policy declaration at time of loss	

Definition of Flood Zones A or V:
Flood Zones A will include but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any sub-classification with the A prefix or designation. Flood Zones V will include, but not be limited to all of the sub-classifications of VO, VH, VE, VR, V1 through V99 or any other sub-classification with a V prefix or designation.

25% Minimum Earned Premium

NOTE: Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

*Preferred Governmental Insurance Trust***PROPOSED PROPERTY COVERAGE (Continued)***Client ultimately chooses value insured*

Property Not Covered:	
•	Animals, Water, Land Including Land on Which the Property is Located, Shrubs, Trees, Lawns, Growing Crops or Standing Timber
•	Aircraft
•	Vehicles licensed or designed for highway use, unless shown on the Property Schedule excluding collision with another object. The Named Storm deductible from PGIT 122 applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
•	Property You Sold Under Conditional Sale, Trust Agreement, Installment Payment, or Other Deferred Payment Plan After Such Property Has Been Delivered to the Customer
•	Caves, Caverns, Mines of Any Type or Any Property Contained Within Them
•	Accounts, Records, Bills, Valuable Papers, Abstracts, Deeds, Manuscripts, Currency, Evidence of Debt, Money Notes or Securities, Unless Scheduled in the Declarations
•	Dams, Dikes or Levees
•	Contraband or Property in the Course of Illegal Transportation or Trade
•	Property Covered Under Import or Export Ocean Cargo Policies
•	Property You Transport as a Common Carrier
•	Property Shipped by Mail, Unless Sent Registered or Certified
•	Watercraft, unless loss is from a specified peril
Exclusions Include (but are not limited to):	
•	War, Military Action and Terrorism
•	Earth Movement
•	Pollution
•	Nuclear Reaction
•	Utility Failure, Except as Provided Under Special Property Coverages
•	Demolition and Increased Cost of Construction, Except as Provided Under Special Property Coverages
•	Building Ordinance Enforcement
•	Mold/Fungus
•	Earthquake
•	Water, Except as Provided Under Extensions of Coverage
•	Asbestos
•	Inventory Shortage
•	Damage from Offshore Oil Well, Oil Shipping/Tanker Incident, Oil Spill

City of Holly Hill

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE (Continued)

Client ultimately chooses value insured

Extensions of Coverage:	Limits of Coverage:
Accounts Receivable	\$250,000
Additional Expense	\$1,000,000
Animals	\$1,000 / \$5,000
Loss of Business Income	\$1,000,000
Debris Removal	\$250,000 / 25% of Loss
Demolition, Ordinance and ICC	\$500,000
Errors and Omissions	\$250,000
Expediting Expense	\$5,000
Fire Department Charges	\$25,000
Fungus Cleanup Expense	\$10,000 / \$20,000
Lawns, Plants, Trees and Shrubs	\$25,000
New Locations	\$2,000,000
Personal Property of Employees	\$25,000 / \$50,000
Pollution Cleanup Expense	\$25,000 / \$50,000
Preservation of Property	\$250,000
Recertification	\$10,000
Service Interruption Coverage	\$100,000
Transit	\$250,000
Property at Miscellaneous Unnamed Locations	\$150,000
Buildings Under Construction	If Shown on Property Schedule

Note: If the City acquires new locations during this policy period, there will be no premium charge made to add the location mid-term by endorsement.

Attachment: Holly Hill Proposal 2018 (2145 : Lines of Coverage Insurance for FY 2019)

*Preferred Governmental Insurance Trust***PROPOSED INLAND MARINE COVERAGE***Client ultimately chooses value insured***Description of Coverage:**

Property and Inland Marine Coverage Form

Description of Property:	Limits of Coverage:
Blanket Unscheduled Inland Marine (\$25,000 Max Per Item)	\$1,033,570
Scheduled Inland Marine	\$332,798
Rented, Borrowed, Leased Equipment	\$50,000
Total All Inland Marine	\$1,416,368

Deductibles:	
Per Occurrence	\$1,000

Valuation:
Blanket Unscheduled Items – Actual Cash Value (Replacement Cost Less Depreciation)
Subject to a Maximum Valuation of; \$50,000 Per Item for Rented, Borrowed, or Leased Equipment \$25,000 Per Item for Unscheduled Inland Marine
Scheduled Items – Agreed Value
Rented, Borrowed, Leased Equipment – Actual Cash Value (Replacement Cost Less Depreciation)

Forms, Endorsements, & Exclusions Include (but are not limited to):
Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
25% Minimum Earned Premium

*Preferred Governmental Insurance Trust***PROPOSED CRIME COVERAGE***Higher limits may be available upon request*

Description of Crime Coverages:	Limits:
Employee Dishonesty – Blanket Form Including Faithful – Performance, Per Loss	\$100,000
Computer Fraud Including Funds Transfer Fraud	\$250,000
Theft, Disappearance and Destruction	\$100,000
Forgery and Alteration	\$250,000

Deductibles:	
Each Coverage	\$1,000

Forms, Endorsements, & Exclusions Include (but are not limited to):	
Standard Policy Forms, Endorsements & Exclusions as issued by Carrier	
Commercial Crime Form – Discovery Form	
25% Minimum Earned Premium	

Other Coverages Available:	
Robbery and Safe Burglary	
Premises Burglary	
Extortion	
Lessees of Safe Deposit Boxes	
Securities Deposited with Others	

Preferred Governmental Insurance Trust**PROPOSED LIABILITY COVERAGE***Higher limits may be available upon request**Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.***Description of Coverage:**

Commercial General Liability – Occurrence Form
 Employee Benefits Liability – Occurrence Form

Commercial General Liability:	Limits of Coverage:
Bodily Injury and Property Damage	\$1,000,000
Personal Injury & Advertising Injury	Included
Products & Completed Operations	Included
Fire Damage	Included
Medical Payments	\$2,500
Sewer Backup & Water Damage	\$10,000 / \$200,000
Herbicide & Pesticide Aggregate	\$1,000,000
Employee Benefits Liability – Per Occurrence	\$1,000,000

Defense Costs are in addition to the policy limit

Coverage Includes	
Non-Owned Watercraft Liability (Under 52 Feet)	
Limited Worldwide Coverage	
Additional Persons Insured	
Host Liquor Law Liability	
EMT / Paramedic Professional Liability Included	
Eminent Domain Including Inverse Condemnation, “Bert J. Harris Act” \$300,000 Per Occurrence / Annual Aggregate	

Deductibles:	
All Liability Perils	NIL

Rating Basis:

Classification:	Exposure:
Payroll (Excluding Police)	\$3,903,246

Forms, Endorsements, & Exclusions Include (but are not limited to):
Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
25% Minimum Earned Premium

*Preferred Governmental Insurance Trust***PROPOSED LAW ENFORCEMENT LIABILITY COVERAGE***Higher limits may be available upon request***Type of Form:**

Law Enforcement Liability Coverage Form - Occurrence

Liability Limits:	Limits of Coverage:
Each Person	\$1,000,000
Any One Occurrence	\$1,000,000

Defense Costs are in addition to the policy limit.

Deductible:	
All Liability Perils	NIL

Rating Basis:

Classification:	Exposure:
Full Time Officers	24
Part Time Officers	6
Volunteers	5

Coverage Extensions:
Liability Assumed is Any Mutual Aid or Reciprocal Law Enforcement Contracts
"Employee" Includes Auxiliary Law Enforcement Officers, Reserve Officers and Volunteers.

Exclusions Include (but are not limited to):
Contractual Liability (Except Mutual Aid or Reciprocal Law Enforcement Contracts)
Workers' Compensation
Pollution
Asbestos, Silica, Dust
Lead
War
Criminal Acts
Aircraft, Auto or Watercraft
Employment Injury
Non-Monetary Damages
Federal Acts

Terms & Conditions Include (but are not limited to):
Premium is Not Auditable

25% Minimum Earned Premium

*Preferred Governmental Insurance Trust***PROPOSED PUBLIC OFFICIALS LIABILITY & EMPLOYMENT PRACTICES LIABILITY COVERAGE***Higher limits may be available upon request***Type of Form:**

Public Officials Liability Coverage – Occurrence Form
Full Prior Acts Coverage Provided – No Retro Date

Employment Practices Liability Coverage – Claims Made with Duty to Defend
Full Prior Acts Coverage Provided – No Retro Date

Public Officials Liability Limits:	Limits of Coverage:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Supplementary Payments	
Pre-Termination Per Employee / Aggregate	\$2,500/\$5,000
Non-Monetary	\$100,000

Defense Costs are in Addition to the Policy Limit (Company Appoints Counsel)

Employment Practices Liability Limits:	Limits of Coverage:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

Defense Costs are in Addition to the Policy Limit (Company Appoints Counsel)

Deductible:	
Public Officials: Per Wrongful Act	NIL
Employment Practices Per Wrongful Act	NIL

**The Deductible does not apply to Supplementary Payments made under this agreement, unless otherwise stated.*

Cyber Liability/Media Content Services, Network Security & Privacy Liability	
Endorsement: Claims Made – Retro Date 10/01/2012	
Each Claim	\$2,000,000
Annual Aggregate Per Member	\$2,000,000
PCI DSS Fines and Costs Reimbursement Sublimit	\$250,000
Social Engineering Financial Fraud Sublimit	\$250,000
Voluntary Notification Endorsement	Included
(I-A) Media Content Services Liability	
(I-B) Network Security Liability	
(I-C) Privacy Liability	
(II-A) First Party Extortion Threat	
(II-B) First Party Crisis Management	
(II-C) First Party Business Interruption	

*Preferred Governmental Insurance Trust***PROPOSED PUBLIC OFFICIALS LIABILITY & EMPLOYMENT
PRACTICES LIABILITY COVERAGE (Continued)***Higher limits may be available upon request***Rating Basis:**

Classification:	Exposure:
Payroll	\$5,433,099
Full Time Employees	105
Part Time Employees	9
Volunteers	5

Exclusions Include (but are not limited to):
Criminal Acts
Pollution
Bodily Injury, Property Damage Personal Injury, or Advertising Injury
Damages Arising Out of Eminent Domain, Condemnation, Inverse Condemnation, Or Adverse Possession
Law Enforcement Activities of Any Police Department or Any Other Law Enforcement
Agencies, Including Their Agents or Employees
War, Strikes or Terrorism
Failure to Effect and Maintain Insurance or Bond
Prior or Pending Claims
Non-Monetary Damages, Fines or Penalties
Insured vs. Insured
Strike and Lockouts
Health Care Professional or Health Care Facilities
Contractual Liability
Workers' Compensation or Similar Laws
Breach of Contract
ERISA
Nuclear

Terms & Conditions Include (but are not limited to):
Retention Applies Towards Damages, Claim Expenses and Supplemental Payments

City of Holly Hill

Preferred Governmental Insurance Trust

PROPOSED AUTOMOBILE COVERAGE

Higher limits may be available upon request

Coverage is provided for all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

Description of Coverage:	Symbol:*	Limits of Coverage:
Bodily Injury & Property Damage	1	\$1,000,000 Combined Single Limit
Personal Injury Protection (Florida No-Fault)	5	\$10,000 Each Person
Medical Payments	2	\$5,000 Each Person
Uninsured Motorists (Non-Stacked)	N/A	Not Included
Physical Damage – Hired Autos		Actual Cash Value or cost to repair, Whichever is less, minus deductible
Comprehensive	2,8	\$50,000
Collision	2,8	\$50,000

**If symbol is not provided in the summary, please refer to the policy*

Deductible:		
Physical Damage – Scheduled and Hired Vehicles		
Other Than Collision	2,8	\$500
Collision	2,8	\$500

Vehicles:
Per Schedule at Inception: 76 Vehicles, 1 Motorcycle, 11 Trailers

25% Minimum Earned Premium

Coverage only applies to vehicles that are owned/titled or leased in the City's name.

*Preferred Governmental Insurance Trust***PROPOSED WORKERS' COMPENSATION COVERAGE**

Class Code:	Description:	Payroll:
5509	Street or Road Maintenance	\$187,934
7520	Waterworks Operations	\$733,692
7580	Sanitary or Sanitation	\$489,198
7704	Firefighters & Drivers	\$823,280
7720	Police Officers & Drivers	\$1,529,853
8380	Automobile Service Repair	\$100,457
8810	Clerical	\$1,225,845
9015	Buildings – Owner or Lessee	\$167,568
9102	Park NOC – Employees & Drivers	\$35,350
9410	Municipal NOC	\$139,922
	2018 Estimated Annual Payroll	\$5,433,099

Employers Liability Coverage:		
Bodily Injury by Accident	Each Accident	\$1,000,000
Bodily Injury by Disease	Aggregate	\$1,000,000
Bodily Injury by Disease	Each Employee	\$1,000,00

Estimated Billing:	
Estimated Annual Premium	\$101,263
Experience Modification (Final)	.98
Safety Credit	Included
Drug Free Credit	Included

National Union Fire Insurance Company of Pittsburgh

**PROPOSED ACCIDENT, DEATH & DISMEMBERMENT
COVERAGE***Higher limits may be available upon request*

Description of Class:
Class 1: All Full-Time and Part-Time Law Enforcement Officers of the Policyholder
Class 2: All Full-Time Firefighters of the Policyholder
Class 3: All Part-Time Law Enforcement Officers of the Policyholder
Class 4: All Part-Time Firefighters of the Policyholder
Class 5: All Administrative, Clerical and Dispatchers of the Policyholder

Description of Activity:
While Performing the Duties of the Insured's job

Description of Coverage:	Limits of Liability:
Accidental Death a) If an Insured is killed while; i) in fresh pursuit; or ii) responding to an emergency or what he reasonably believed to be an emergency; or iii) responding to a traffic accident; or iv) while enforcing what is reasonably believed to be a traffic law or ordinance; or v) in the case of firefighter, participating in a training exercise; an additional \$72,764 will be paid b) If an Insured is killed as a result of an unlawful and intentional act by another person, an additional \$205,818 will be paid	\$72,764
Accidental Dismemberment a) If an Insured suffers a dismemberment while: i) in fresh pursuit; or ii) responding to an emergency or what he reasonably believed to be an emergency; or iii) responding to a traffic accident; or iv) while enforcing what is reasonably believed to be a traffic law or ordinance; or v) in the case of firefighter, participating in a training exercise; an additional \$72,764 will be paid b) If an Insured is dismembered as a result of an unlawful and intentional act by another person, an additional \$205,818 will be paid	\$72,764
Burial Benefit	\$1,000
Day Care Benefit Max Years: 2 Due to Death and/or Dismemberment	\$2,000
Education Benefit Max Years: 2 Children or Spouse Undergraduate, Post Baccalaureate, Career Certificate	\$2,000
Medical Continuation Benefit – Due to Death	\$5,000

National Union Fire Insurance Company of Pittsburgh

**PROPOSED ACCIDENT, DEATH & DISMEMBERMENT
COVERAGE (*Continued*)***Higher limits may be available upon request*

Forms, Endorsements, & Exclusions Include (but are not limited to):
Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
Blanket Accident Insurance Policy
Master Application
Injury Definition and Exclusions Amendatory Rider
Florida Statutory Benefit Endorsement
Florida Annual Accidental Death Benefit Adjustment Rider
Florida Statutory Burial Benefit Rider
Day Care Benefit Rider
Florida Statutory Medical Continuation Rider
Florida Education Benefit Rider
Weekly Accident Indemnity Rider
Coverage Territory Endorsement
Policy Amendment
Important Consumer Service Information Regarding Your Insurance

Note: The benefit amount increased on July 1st of each year as required under Florida Statute 112.19 and 112.191.

City of Holly Hill

SUMMARY OF PROPOSED PREMIUMS & RELATED INFORMATION

Exposures as Proposed:	2017 Expiring	2018 Renewal
Property Values	\$43,315,761	\$40,550,861
Inland Marine Values	\$1,396,368	\$1,416,368
Vehicle/Motorcycles/Trailers	74/1/13	76/1/11
Employee Count – Liability – FT	105	105
Employee Count – Liability – PT	9	9
Volunteers	5	5
Payroll – Liability / Work Comp	\$5,148,800	\$5,433,099
Experience Modifier	1.040	.98

Premiums as Proposed:	Annualized Expiring:	Renewal:
Property	\$ 123,401.00	\$ 115,524.00
Inland Marine	\$ 2,974.00	\$ 2,899.00
Crime & / or Fidelity	\$ 500.00	\$ 500.00
General Liability	\$ 26,287.00	\$ 27,738.00
Public Officials Liability	\$ 24,328.00	\$ 24,806.00
Law Enforcement Liability	\$ 23,081.00	\$ 23,081.00
Automobile		
Liability	\$ 16,355.00	\$ 16,781.00
Physical Damage	\$ 7,066.00	\$ 7,908.00
<i>Preferred</i> Package Premium	\$ 223,992.00	\$ 219,237.00
Accidental Death and Dismemberment	\$ 1,852.41	\$ 1,852.41
Workers' Compensation	\$ 113,358.00	\$ 101,263.00
Expense Constant	\$ -	\$ -
Total Premium	\$ 339,202.41	\$ 322,352.41

Attachment: Holly Hill Proposal 2018 (2145 : Lines of Coverage Insurance for FY 2019)

PAYMENT PLAN

Line of Coverage:	Carrier:	Billing:	Payment Option:
Package	<i>Preferred</i> Governmental Insurance Trust	Agency Bill	• Quarterly Installments
Workers' Compensation	<i>Preferred</i> Governmental Insurance Trust	Direct Bill	• Quarterly Installments
Accidental Death and Dismemberment	National Union Fire Insurance	Agency Bill	• Annual Installments

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

* **Rating Guide:** A++ to C- = Highest to lowest rating
XV to I = Largest to smallest rating

Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
***Package / Workers' Compensation	<i>Preferred</i> Governmental Insurance Trust	NP	
Accidental Death and Dismemberment	National Union Fire Insurance	A	XV

**** PGIT is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. However; PGIT's excess of loss policies list every individual member a named insured, giving every member direct access to the insurance company of payment of claims.*

A.M. BEST FINANCIAL RATING (Continued)

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
<i>Secure</i>	<i>Vulnerable</i>
A++, A+ (Superior)	B, B- (Fair)
A, A- (Excellent)	C++, C+ (Marginal)
B++, B+ (Good)	C, C- (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide	
<i>Class Adj. PHS (\$ Millions)</i>	<i>Class Adj. PHS (\$ Millions)</i>
I Less than 1	IX 250 to 500
II 1 to 2	X 500 to 750
III 2 to 5	XI 750 to 1,000
IV 5 to 10	XII 1,000 to 1,250
V 10 to 25	XIII 1,250 to 1,500
VI 25 to 50	XIV 1,500 to 2,000
VII 50 to 100	XV 2,000 or greater
VIII 100 to 250	

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown of Florida, Inc., and its parent company Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of “A-” or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of a company or otherwise predict whether the financial condition of a company might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of insurance coverage. Accordingly, this will serve as notice of the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an “A-” or better rating from A.M. Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Insurance coverage is being placed through ***Preferred Governmental Insurance Trust (“Preferred”)***, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such ***Preferred*** is not rated by the A.M. Best Company.
- ***Preferred*** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like ***Preferred*** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from ***Preferred*** and agree to abide by the conditions of membership established by ***Preferred***.
- You should consider the information provided, including the ***Preferred*** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured: City of Holly Hill

Policy Number: TBD

Policy Period: 10/01/2017 – 10/01/2019

Date of Notice: 07/11/2018

* A.M. Best Rating Guide: Rating for Stability: A++ to D = Highest to lowest rating
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

Attachment: Holly Hill Proposal 2018 (2145 : Lines of Coverage Insurance for FY 2019)

APPENDIX

Public Risk Underwriters, Inc.

COMPENSATION DISCLOSURE

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown of Florida Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through *Preferred* Governmental Insurance Trust (*Preferred*). *Preferred* is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer PGIT's operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters (PRU) receives an administration fee, based on the size and complexity of the account, of up to 12% of the *Preferred* premiums billed and collected.

Preferred has also contracted with *Preferred* Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Public Risk Underwriters, Inc.**COMPENSATION DISCLOSURE (*Continued*)**

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and MacDuff Underwriters) are owned by Brown & Brown, Inc., for the placement of *Preferred*'s insurance policies, and for individual risk placements for some *Preferred* members (excess and surplus lines, professional liability coverage, etc.) The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is derived from your premium, and is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage. Some wholesale brokers used by Brown to place your coverage may also act as Managing General Agents for various insurance companies, and may be compensated directly by those insurance companies for their services in placing and maintaining coverage with those particular companies.

The wholesale insurance brokerage utilized in the placement of your property insurance was Peachtree Special Risk Brokers, which is a company owned by Brown & Brown Inc. Furthermore, any professional liability coverage afforded by the package of insurance you purchased was acquired through Apex Insurance Services, which is also a company owned by Brown & Brown Inc.

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at: <http://www.bbinsurance.com/customerinquiry.shtml>.

LIABILITY TERMS

Contractual Liability - Extends coverage to liability assumed under contract. Applies to both oral and written agreements relating to named insured's business.

Personal Injury Liability & Advertising Injury Liability - Covers false arrest, detention or imprisonment, malicious prosecution, libel, slander, wrongful eviction or entry, or other invasion of the right of private occupancy.

Premises Medical Expense - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

Fire Damage - Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

Non-Owned Watercraft Liability Coverage - (Under 26 feet in length) Provides coverage for liability which arises from any watercraft as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

Limited Worldwide Coverage - Intended to extend the scope of "policy territories" to anywhere in the world. This is limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.

Extended Bodily Injury Coverage - Amends definition of occurrence to include any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.

Newly Acquired Organizations - Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

Additional Persons Insured - Includes as insureds: (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.

Employee Benefits - Provides coverage against damages because of a "Negligent Act" in the "Administration" of "your employee benefits program".

Liquor Liability - Provides coverage against claims for "damages" sustained by any person or organization if such liability is imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage.

AUTOMOBILE TERMS

Owned Automobiles - Covers the liability arising out of the ownership, maintenance or use of automobiles.

Personal Injury Protections - Coverage is included for passenger vehicle under No-Fault Law provisions.

Uninsured Motorists - Protects insureds who are not contributory negligent against bodily injury caused by negligent underinsured or uninsured drivers and hit-and-run motorists.

Uninsured Motorists Coverage is offered in two different forms.

Non-Stacked UM - This will provide the limit of Uninsured Motorists coverage shown in the policy schedule, regardless of how many vehicles are owned.

Stacked UM - This will provide the sum of limit of Uninsured Motorists coverage shown in the policy schedule. If there is more than one covered auto, the limit of insurance for the accident would be the sum of the limits for all those owned autos which are covered autos. (If the limit is \$100,000 and there are three insured vehicles, the maximum paid would be the sum of the coverage, or \$300,000).

Stacked UM coverage is only available when the named insured is an individual; entities do not qualify for stacked coverage. Non-stacked UM coverage is available for both entities (corporations, partnerships, etc.) and individuals.

Hired Automobiles - Covers the liability for the use of hired automobiles in your business.

Non-Owned Automobiles - Covers the liability for the use of non-owned automobiles in your business. An example would be an employee using his/her own car on an errand for you.

Comprehensive - Pays for loss of, or damage to, automobiles from perils other than collision.

Collision - Pays for loss of, or damage to, automobiles from collision with another object or upset.

Broad Form Drive Other Car Coverage - Provides coverage for individual named on endorsement and spouse for use of non-owned car, sometimes referred to as "Borrowed Car" coverage. This should be purchased if you do not have a personal auto policy.

NOTE: These coverages may not apply in all states.

AUTOMOBILE SYMBOL DEFINITIONS

<u>Symbol</u>	<u>Description</u>
1	<i>Any Auto.</i>
2	<i>Owned Autos only.</i> Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	<i>Owned private passenger autos only.</i> Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	<i>Owned autos other than private passenger autos only.</i> Only those autos, you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	<i>Owned autos subject to no-fault.</i> Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	<i>Owned autos subject to a compulsory uninsured motorists law.</i> Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	<i>Specifically Described Autos.</i> Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	<i>Hired Autos Only.</i> Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	<i>Non-owned Autos Only.</i> Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

If symbol is not provided in summary, please refer to policy

SCHEDULED OF PROPERTY VALUES & LOCATIONS						
Unit Number	DESCRIPTION OF OCCUPANCY	ADDRESS	Flood Zone	Building Replacement Value	Contents Replacement Value	Total Insured Value
001	City Hall/Police Dept	1065 Ridgewood Ave	X	\$ 3,521,900	\$ 765,700	\$ 4,287,600
002	City Hall/ - GENERATOR	1065 Ridgewood Ave	X	\$ 206,800	\$ -	\$ 206,800
003	Antique Railroad Car	1065 Ridgewood Ave	X	\$ 30,900	\$ -	\$ 30,900
004	City Hall Annex Util Billing/Historic Society	1066 Ridgewood Ave	X	\$ 486,900	\$ 50,000	\$ 536,900
005	Clubhouse	1064 Daytona Ave	C	\$ 36,050	\$ 3,000	\$ 39,050
006	Gymnasium	1046 Daytona Ave	X	\$ 2,172,300	\$ 269,500	\$ 2,441,800
007	Swimming Pool	1046 Daytona Ave	C	\$ 52,120	\$ 255,700	\$ 307,820
008	Youth Center	1044 Daytona Ave	C	\$ 492,500	\$ 76,200	\$ 568,700
009	Sica Hall	1065 Daytona Ave	C	\$ 864,700	\$ 118,000	\$ 982,700
010	Fire Station	1020 Daytona Ave	X	\$ 696,900	\$ 99,500	\$ 796,400
011	Ross Point Park - Gazebos (2)	611 Riverside Drive		\$ 43,838	\$ -	\$ 43,838
012	Ross Point Park - 400' Boardwalk 50 x 12	611 Riverside Drive		\$ 159,600	\$ -	\$ 159,600
013	Sunrise Pk/Pier S/S	1125-35 Riverside Dr	A5	\$ 456,952	\$ -	\$ 456,952
014	Sunrise Pk / North Boardwalk	1125-35 Riverside Dr	A5	\$ 36,000	\$ -	\$ 36,000
015	Sunrise Pk / South Boardwalk	1125-35 Riverside Dr	A5	\$ 75,000	\$ -	\$ 75,000
016	Sunrise Pk / North & South Dock	1125-35 Riverside Dr	A5	\$ 155,600	\$ -	\$ 155,600
017	SeaWall at Sunrise Park	1125-35 Riverside Dr	A5	\$ 564,400	\$ -	\$ 564,400
018	Sunrise Pk S/S Dock	1125-35 Riverside Dr	A5	\$ 43,236	\$ -	\$ 43,236
019	Hollyland Pk / Concession	1060 - 1062 Ridgewood Ave	B	\$ 24,720	\$ -	\$ 24,720
020	Centennial -PK-Restrooms/Foot Bridge/Pav/Picn	408 10th Street		\$ 187,525	\$ -	\$ 187,525
021	Shirley Heyman Park	115 15th Street		\$ 5,000	\$ -	\$ 5,000
022	Riveria Oaks Park (Dog Park) - Restrooms	980 Alabama Ave		\$ 100,300	\$ -	\$ 100,300

023	Riveria Oaks Park (Dog Park) - Pavillion	980 Alabama Ave		\$ 52,200	\$ -	\$ 52,200
024	Riveria Oaks Park (Dog Park) - Lift Station	980 Alabama Ave		\$ 12,000	\$ -	\$ 12,000
025	Riveria Oaks Park (Dog Park) - Fence	980 Alabama Ave		\$ 27,860	\$ -	\$ 27,860
026	Riveria Oaks Park (Dog Park)- Benches(17)	980 Alabama Ave		\$ 5,950	\$ -	\$ 5,950
027	Riveria Oaks Park (Dog Park)- Wood Fence	980 Alabama Ave		\$ 1,700	\$ -	\$ 1,700
028	Riveria Oaks Park (Dog Park)- GATE	980 Alabama Ave		\$ 2,950	\$ -	\$ 2,950
029	Lift Station #4	345 10th St	X	\$ 233,000	\$ -	\$ 233,000
030	Lift Station #20	926 Flomich St	X	\$ 47,000	\$ -	\$ 47,000
031	Well #13	2778 LPGA Blvd (Western Well)	X	\$ 117,800	\$ -	\$ 117,800
032	Elevated Water Tank	Jarecki St	X	\$ 1,370,100	\$ -	\$ 1,370,100
033	New Ops Bldg - Waste Water Adm/Lab	453 LPGA Blvd	A	\$ 672,200	\$ 178,500	\$ 850,700
034	Solids Handling Building-Util. Mech. Shop	453 LPGA Blvd	A	\$ 917,300	\$ 995,000	\$ 1,912,300
035	Power Panels & Generator	453 LPGA Blvd	A	\$ -	\$ 325,440	\$ 325,440
036	Secondary Clarifiers South	453 LPGA Blvd	A	\$ 723,800	\$ 214,000	\$ 937,800
037	Biological Treatment Units East	453 LPGA Blvd	A	\$ 2,118,000	\$ 261,200	\$ 2,379,200
038	Biological Treatment Units West	453 LPGA Blvd	A	\$ 2,118,000	\$ 261,200	\$ 2,379,200
039	Internal Recycle Pump Structure # 1	453 LPGA Blvd	A	\$ 80,500	\$ -	\$ 80,500
040	Internal Recycle Pump Structure # 2	453 LPGA Blvd	A	\$ 80,500	\$ -	\$ 80,500
041	Observation Tower	453 LPGA Blvd	A	\$ 275,800	\$ 85,100	\$ 360,900
042	Secondary Clarifiers West	453 LPGA Blvd	A	\$ 704,800	\$ 174,300	\$ 879,100
043	Secondary Clarifiers East	453 LPGA Blvd	A	\$ 704,800	\$ 174,300	\$ 879,100
044	Influent Structure Headworks & Equalization Basin	453 LPGA Blvd	A	\$ 852,500	\$ 404,800	\$ 1,257,300
045	Equalization Pump Structure	453 LPGA Blvd	A	\$ 71,800	\$ -	\$ 71,800

046	Alum Storage Tank	453 LPGA Blvd	A	\$ 28,350	\$ -	\$ 28,350
047	DAF Unit	453 LPGA Blvd	A	\$ 69,700	\$ 40,800	\$ 110,500
048	DAF Marlow Pump Structure	453 LPGA Blvd	A	\$ 82,190	\$ -	\$ 82,190
049	DAF Pressure Pump	453 LPGA Blvd	A	\$ 14,140	\$ 5,500	\$ 19,640
050	In Plant Lift Station-WWTP	453 LPGA Blvd	A	\$ 50,240	\$ -	\$ 50,240
051	Dechlorination/Effluent Structure	453 LPGA Blvd	A	\$ 117,300	\$ -	\$ 117,300
052	Chlorine Contact Chamber/Post Aeratoin Basin	453 LPGA Blvd	A	\$ 436,800	\$ 119,100	\$ 555,900
053	Re-use Storage (583,710 Gal)	453 LPGA Blvd	A	\$ 766,400	\$ -	\$ 766,400
054	Re-Use Pump Station	453 LPGA Blvd	A	\$ 125,800	\$ -	\$ 125,800
055	Motor Control Center # 1	453 LPGA Blvd	A	\$ 453,100	\$ 265,100	\$ 718,200
056	Chemical Storage	453 LPGA Blvd	A	\$ 155,900	\$ 57,400	\$ 213,300
057	Disc Filters w/ Containment Tank	453 LPGA Blvd	A	\$ 142,000	\$ -	\$ 142,000
058	Effluent Sand Filters (6)	453 LPGA Blvd	A	\$ 611,400	\$ 173,700	\$ 785,100
059	Aerated Sludge Holding Tank	453 LPGA Blvd	A	\$ 320,400	\$ 93,000	\$ 413,400
060	Plant Control Building w/ Filter Room & Pump	453 LPGA Blvd	A	\$ 1,383,200	\$ 626,700	\$ 2,009,900
061	Bacakwash Recovery Tank	453 LPGA Blvd	A	\$ 310,700	\$ -	\$ 310,700
062	Lime Softening Units - East	453 LPGA Blvd	A	\$ 396,900	\$ 112,800	\$ 509,700
063	Lime Softening Units - West	453 LPGA Blvd	A	\$ 396,900	\$ 112,800	\$ 509,700
064	Recarbonation Tank	453 LPGA Blvd	A	\$ 42,600	\$ 39,400	\$ 82,000
065	Aeration Tank	453 LPGA Blvd	A	\$ 50,980	\$ 24,700	\$ 75,680
066	Meter Repair Building	453 LPGA Blvd	A	\$ 73,000	\$ 30,200	\$ 103,200
067	Open Chlorine Storage	453 LPGA Blvd	A	\$ 12,200	\$ 23,000	\$ 35,200
068	Polymer Tank w/Containment Wall	453 LPGA Blvd	A	\$ 25,070	\$ -	\$ 25,070
069	Ammonia Storage Building	453 LPGA Blvd	A	\$ 40,400	\$ 24,100	\$ 64,500
070	Lime Storage Bin (Silo)	453 LPGA Blvd	A	\$ 142,000	\$ -	\$ 142,000
071	Above Ground Water Storage	453 LPGA Blvd	A	\$ 1,114,200	\$ -	\$ 1,114,200
072	Liquid Carbon Dioxide Tank	453 LPGA Blvd	A	\$ 68,400	\$ -	\$ 68,400
073	Lime Sludge Thickener	453 LPGA Blvd	A	\$ 85,900	\$ 54,400	\$ 140,300

074	Welding/Tool Repair	453 LPGA Blvd	A	\$	330,600	\$	135,900	\$	466,500
075	Fleet Maintenance	453 LPGA Blvd	A	\$	407,100	\$	167,300	\$	574,400
076	Fleet Maint/Office/Plan Storage	453 LPGA Blvd	A	\$	297,600	\$	76,700	\$	374,300
077	Storage - Tool Repair	453 LPGA Blvd	A	\$	156,100	\$	31,800	\$	187,900
078	Vehicle Storage-Public Works	453 LPGA Blvd	A	\$	237,300	\$	-	\$	237,300
079	Lift Station #1	Opposite 475 Carswell Ave	A5	\$	47,000	\$	-	\$	47,000
080	Lift Station #2	231 Riverside Dr	A5	\$	47,000	\$	-	\$	47,000
081	Lift Station #3	504 Riverside Dr	A5	\$	47,000	\$	-	\$	47,000
082	Lift Station #5	Opposite 946 Riverside Dr	A5/B	\$	47,000	\$	-	\$	47,000
083	Lift Station #6	1136 State Ave (Rear of Mapleleaf Grdns)	B	\$	47,000	\$	-	\$	47,000
084	Lift Station #7	1301 Riverside Dr (Opposite Walker St)	A5	\$	47,000	\$	-	\$	47,000
085	Lift Station #8	OPP 1641 State Ave	B	\$	47,000	\$	-	\$	47,000
086	Lift Station #9	1601 Riverside Dr	A5/B	\$	47,000	\$	-	\$	47,000
087	Lift Station #10	410 Dorothy Ave	A5/B	\$	47,000	\$	-	\$	47,000
088	Lift Station #10a	429 3rd St	B	\$	47,000	\$	-	\$	47,000
089	Lift Station #11	440 Magnolia Ave	A5	\$	47,000	\$	-	\$	47,000
090	Lift Station #11a	702 Commercial Dr	A5	\$	47,000	\$	-	\$	47,000
091	Lift Station #12	620 Center Lane	B	\$	47,000	\$	-	\$	47,000
092	Lift Station #13	397 Dubbs Dr	B	\$	47,000	\$	-	\$	47,000
093	Lift Station #14	660 6th St	B	\$	47,000	\$	-	\$	47,000
094	Lift Station #15	619 S Flamingo Dr	B	\$	47,000	\$	-	\$	47,000
095	Lift Station #16	834 8th St	B	\$	47,000	\$	-	\$	47,000
096	Lift Station #17	566 10th St	B	\$	47,000	\$	-	\$	47,000
097	Lift Station #17a	1017 Chippewa Trail	B	\$	47,000	\$	-	\$	47,000
098	Lift Station #17b	Great Oaks Circle	B	\$	47,000	\$	-	\$	47,000
099	Lift Station #18	460 Walker St	A5/B	\$	47,000	\$	-	\$	47,000
100	Lift Station #18a	1000 15th St	B	\$	47,000	\$	-	\$	47,000
101	Lift Station #19	407 Flomich St	A5	\$	47,000	\$	-	\$	47,000
102	Lift Station #21	1001 Walker St	B	\$	47,000	\$	-	\$	47,000

103	Lift Station #24	944 Alabama Ave	A5	\$ 47,000	\$ -	\$ 47,000
104	Lift Station #25	Calle Grande (Riviera Country Club)	A5	\$ 10,300	\$ -	\$ 10,300
105	Lift Station #26 -	1600 Nova Road/Walgreens	B	\$ 9,389	\$ -	\$ 9,389
106	Lift Station #27 -	2020 Ridgewood Ave	C	\$ 10,000	\$ -	\$ 10,000
107	Lift Station #28	1812 Ridgewood Ave	C	\$ 47,000	\$ -	\$ 47,000
108	Well #6	455 LPGA Blvd	A5/B	\$ 11,845	\$ 27,000	\$ 38,845
109	Well #11	Jarecki St near LPGA Blvd	B	\$ 11,330	\$ 27,000	\$ 38,330
110	Well #12	1200 Center St (Holly Hill Middle Sch)	C	\$ 12,360	\$ 28,000	\$ 40,360
111	Well #12b	15th St Near Nova Rd	C	\$ 12,875	\$ 26,500	\$ 39,375
112	Well #12c	15th St & Center St	B	\$ 12,051	\$ 27,500	\$ 39,551
113	Well #14	2726 LPGA Blvd	C	\$ 117,800	\$ 56,900	\$ 174,700
114	Well #15	2682 LPGA Blvd	C	\$ 117,800	\$ 56,900	\$ 174,700
115	Well #16	2626 LPGA Blvd	C	\$ 117,800	\$ 56,900	\$ 174,700
116	Well #17	232 Priest Branch Rd	C	\$ 117,800	\$ 56,900	\$ 174,700
117	Well #18	168 Priest Branch Rd	C	\$ 117,800	\$ 56,900	\$ 174,700
118	Well #19	2619 LPGA Blvd	C	\$ 117,800	\$ 56,900	\$ 174,700
119	Storage at HL Park	10th St & Carswell Ave	A	\$ 72,100	\$ 50,000	\$ 122,100
120	Bus Stops	1722 Ridgewood Ave		\$ 15,290	\$ -	\$ 15,290
121	Bus Stops	1701 Ridgewood Ave		\$ 15,290	\$ -	\$ 15,290
122	Bus Stops	1601 Ridgewood Ave		\$ 15,290	\$ -	\$ 15,290
123	Bus Stops	1510 Ridgewood Ave		\$ 15,290	\$ -	\$ 15,290
124	Bus Stops	1340 A Ridgewood Ave		\$ 15,290	\$ -	\$ 15,290
125	Bus Stops	1340 B Ridgewood Ave		\$ 15,290	\$ -	\$ 15,290
126	Bus Stops	1065 Ridgewood Ave		\$ 15,290	\$ -	\$ 15,290
127	Bus Stops	915 Ridgewood Ave		\$ 15,290	\$ -	\$ 15,290
128	Bus Stops	810 Ridgeoowd Ave		\$ 15,290	\$ -	\$ 15,290
129	Bus Stops	450 Ridgewood Ave		\$ 15,290	\$ -	\$ 15,290
130	Sunrise Park restrooms	1125-35 Riverside Dr		\$ 204,200	\$ -	\$ 204,200
131	Riverside Park - Pier	Riverside Drive		\$ 100,800	\$ -	\$ 100,800
				\$ 33,097,621	\$ 7,453,240	\$ 40,550,861

SCHEDULED OF EQUIPMENT					
Item #	Description	Serial Number	Deductible	Value	Classification
001	Unscheduled Items		\$1,000	\$ 1,033,570.00	Blanket Unscheduled Inland Marine
002	2003 Kubota Tractor	31213	\$1,000	\$ 35,841	Contractor's / Mobile Equipment - Agreed Value
003	2005 Olympia Generator	OLY00000JRRT00102	\$1,000	\$ 30,479	Other Inland Marine - Agreed Value
004	2005 Olympia Generator	OLY00000VRRT00104	\$1,000	\$ 30,478	Other Inland Marine - Agreed Value
005	2006 NEON Sign		\$1,000	\$ 61,000	Other Inland Marine - Agreed Value
006	Medtronic LifePAK 12 Cardiac Difib.		\$1,000	\$ 38,000	Emergency Services Portable Equipment - Agreed Value
007	Defibrillator		\$1,000	\$ 38,000	Emergency Services Portable Equipment - Agreed Value
008	Unscheduled Items		\$1,000	\$ 50,000	Rented, Borrowed, Leased Equipment - ACV
010	2015 Bobcat Excavator	B2VW11980	\$1,000	\$ 49,000	Contractor's / Mobile Equipment - Agreed Value

SCHEDULED OF AUTOMOBILES									
Unit #	Full VIN	Make	Model and Description	Actual Cash Value	Year Built	Vehicle Type	Comp Deductible	Coll Deductible	Valuation Type
001	1FTRF12246NA89772	Ford	F150	\$ 18,790	2006	Light Truck	\$500	\$500	Actual Cash
002	1K9BS0812XK118122	Unknown	Trailer	\$ 5,500	1999	Trailer - NO CHARGE	\$500	\$500	Actual Cash
003	1FMEU6DE3AUA52554	Ford	Explorer	\$ 18,925	2010	Police Car	\$500	\$500	Actual Cash
004	2FABP7BV6AX129178	Ford	Crown Victoria	\$ 14,300	2010	Police Car	\$500	\$500	Actual Cash
005	2FABP7BV6AX130024	Ford	Crown Victoria	\$ 29,000	2010	Police Car	\$500	\$500	Actual Cash
006	2FABP7BV0AX130780	Ford	Crown Victoria	\$ 27,260	2010	Police Car	\$500	\$500	Actual Cash
007	2FABP7BV1AX130030	Ford	Crown Victoria	\$ 27,260	2010	Police Car	\$500	\$500	Actual Cash
008	2FABP7BV5AX130032	Ford	Crown Victoria	\$ 27,260	2010	Police Car	\$500	\$500	Actual Cash
009	2FABP7BV9AX130034	Ford	Crown Victoria	\$ 27,260	2010	Police Car	\$500	\$500	Actual Cash
010	5NHUNSV24CU104185	Continental	Trailer	\$ 2,800	2012	Trailer - NO CHARGE	\$500	\$500	Actual Cash
011	1FM5K8AR9DGB40844	Ford	Explorer	\$ 31,500	2013	Police Car	\$500	\$500	Actual Cash
012	2FAFP71W07X101896	Ford	Crown Victoria	\$ 10,700	2007	Police Car	\$500	\$500	Actual Cash
013	1FAFP53U15A301093	Ford	Taurus	\$ 4,450	2005	Police Car	\$500	\$500	Actual Cash
014	2FAFP71W37X101892	Ford	Crown Victoria	\$ 26,245	2007	Police Car	\$500	\$500	Actual Cash
015	2G1WT55N489286531	Chevrolet	Impala	\$ 24,000	2008	Police Car	\$500	\$500	Actual Cash
016	2FAFP71V18X156771	Ford	Crown Victoria	\$ 6,500	2008	Police Car	\$500	\$500	Actual Cash
017	2FAFP71V18X158195	Ford	Crown Victoria	\$ 28,000	2008	Police Car	\$500	\$500	Actual Cash
018	2FAFP71V78X166401	Ford	Crown Victoria	\$ 37,000	2008	Police Car	\$500	\$500	Actual Cash
019	1FMEU62E26UB03178	Ford	Explorer	\$ 14,000	2006	Police Car	\$500	\$500	Actual Cash
020	2FAHP71V39X117724	Ford	Crown Victoria	\$ 27,560	2009	Police Car	\$500	\$500	Actual Cash
021	2FAHP71V69X117734	Ford	Crown Victoria	\$ 27,560	2009	Police Car	\$500	\$500	Actual Cash
022	2FAHP71V19X117723	Ford	Crown Victoria	\$ 27,560	2009	Police Car	\$500	\$500	Actual Cash
023	1FM5K8AR9DGB40830	Ford	Interceptor	\$ 31,500	2013	Police Car	\$500	\$500	Actual Cash
024	1FAFP53U03A187682	Ford	Taurus	\$ 3,562	2003	Private Passenger	\$500	\$500	Actual Cash
025	1GAHG39R7Y1219618	Chevrolet	Van	\$ 4,762	2000	Light Truck	\$500	\$500	Actual Cash
026	1FTBF2B68DE91941	Ford	F250	\$ 22,244	2013	Light Truck	\$500	\$500	Actual Cash

027	2FZHATAK83AM07321	Sterling	LT 7501 Dump Truck	\$ 85,700	2003	Heavy Truck	\$500	\$500	Actual Cash
028	5MYUU1624EB043024	Unknown	Inmate	\$ 2,162	2014	Trailer - NO CHARGE	\$500	\$500	Actual Cash
029	1FMEU63E47UB03537	Ford	Explorer	\$ 16,750	2007	Light Truck	\$500	\$500	Actual Cash
030	1FDWF36L74EC37259	Ford	F350	\$ 10,437	2004	Light Truck	\$500	\$500	Actual Cash
031	2FTRF17294CA35735	Ford	F150	\$ 7,887	2004	Light Truck	\$500	\$500	Actual Cash
032	1GCDC14K8LZ238477	Chevrolet	C1500	\$ 1,000	1990	Light Truck	\$500	\$500	Actual Cash
033	THTAF1952CCA19885	International	Dump Truck	\$ 2,500	1982	Heavy Truck	\$500	\$500	Actual Cash
034	1HTWDADR43J067196	International	7400	\$ 55,000	2003	Heavy Truck	\$500	\$500	Actual Cash
035	3FRNX65F05V200220	Ford	Dump Truck	\$ 40,000	2005	Heavy Truck	\$500	\$500	Actual Cash
036	1FMEU62E76UB03175	Ford	Explorer	\$ 26,530	2006	Light Truck	\$500	\$500	Actual Cash
037	1GCEC14XX8Z231635	Chevrolet	Pickup	\$ 20,000	2008	Light Truck	\$500	\$500	Actual Cash
038	2FABP7BV8BX166590	Ford	Crown Victoria	\$ 20,000	2011	Private Passenger	\$500	\$500	Actual Cash
039	1FM5K8AR0DGB21079	Ford	Explorer	\$ 37,000	2013	Police Car	\$500	\$500	Actual Cash
040	1FAHP2M83DG150679	Ford	Taurus	\$ 31,000	2013	Police Car	\$500	\$500	Actual Cash
041	1FMEU62E56UB03174	Ford	Explorer	\$ 12,275	2006	Light Truck	\$500	\$500	Actual Cash
042	2FAHP71V88X151107	Ford	Crown Victoria	\$ 12,025	2008	Private Passenger	\$500	\$500	Actual Cash
043	1FDWF36555EB79333	Ford	F350	\$ 9,000	2005	Light Truck	\$500	\$500	Actual Cash
044	1FTYR14VX3TF124152	Ford	Ranger	\$ 5,787	2003	Light Truck	\$500	\$500	Actual Cash
045	FTYR14U74PA78073	Ford	Ranger	\$ 6,512	2004	Light Truck	\$500	\$500	Actual Cash
046	1FTMF1CM0DFC73012	Ford	F150	\$ 15,944	2013	Light Truck	\$500	\$500	Actual Cash
047	1FDWF36L03ED00636	Ford	F350 Stake Body	\$ 6,462	2003	Medium Truck	\$500	\$500	Actual Cash
048	1FTRF12226NA86773	Ford	F150	\$ 8,025	2006	Light Truck	\$500	\$500	Actual Cash
049	1FDWF36L74EC37256	Ford	F350	\$ 10,437	2004	Light Truck	\$500	\$500	Actual Cash
050	1FDWF36L923B83234	Ford	F350 Super Duty	\$ 8,100	2002	Light Truck	\$500	\$500	Actual Cash
051	1XNU616T841001718	Unknown	Utility Trailer	\$ 1,000	2004	Trailer - NO CHARGE	\$500	\$500	Actual Cash
052	1FTEX1CM9EKF94315	Ford	F150	\$ 24,401	2014	Light Truck	\$500	\$500	Actual Cash
053	4EN6AAA88D1008266	E-One	Emergency pumper	\$ 330,000	2013	Fire Truck	\$500	\$500	Actual Cash
054	4P1CT02YX1A001621	Pierce	Emergency pumper	\$ 175,000	2001	Fire Truck	\$500	\$500	Actual Cash

055	1FD0W5HT5CEC06606	Ford	F550	\$ 46,872	2012	Medium Truck	\$500	\$500	Actual Cash
056	1FMCU02789KA49133	Ford	Escape	\$ 15,975	2009	Light Truck	\$500	\$500	Actual Cash
057	1FDRF3H64EEB27873	Ford	F350	\$ 54,283	2014	Medium Truck	\$500	\$500	Actual Cash
058	2FTRF17204CA35736	Ford	F150	\$ 7,125	2004	Light Truck	\$500	\$500	Actual Cash
059	1FTRF17273NB05127	Ford	F150	\$ 7,575	2003	Light Truck	\$500	\$500	Actual Cash
060	1FTYR10D38PA59998	Ford	Ranger	\$ 11,850	2008	Light Truck	\$500	\$500	Actual Cash
061	1FTYR10D87PA67495	Ford	Ranger	\$ 11,475	2007	Light Truck	\$500	\$500	Actual Cash
062	2FRF17224CA35737	Ford	F150	\$ 8,037	2004	Light Truck	\$500	\$500	Actual Cash
063	1FDWF36575EB79334	Ford	F350	\$ 10,000	2005	Light Truck	\$500	\$500	Actual Cash
064	1E9PT1515DC297879	Unknown	Valve Trailer	\$ 61,100	2013	Trailer - NO CHARGE	\$500	\$500	Actual Cash
065	1FTRF17282KB77728	Ford	F150	\$ 5,000	2002	Light Truck	\$500	\$500	Actual Cash
066	WB10A1308fZ192543	BMW	Motorcycle	\$ 23,104	2015	Motorcycle	\$500	\$500	Actual Cash
067	4SEPN1618CM4SE587		Sign Trailer	\$ 19,500	2012	Trailer - NO CHARGE	\$500	\$500	Actual Cash
068	4SEPN1612EM4SE135		Sign Trailer	\$ 19,500	2014	Trailer - NO CHARGE	\$500	\$500	Actual Cash
069	16VEX1627F3063396	Forest River	Equipment Trailer	\$ 3,800	2015	Trailer - NO CHARGE	\$500	\$500	Actual Cash
070	5NHUNS216GU111494	Forest River	Equipment Trailer	\$ 2,600	2016	Trailer - NO CHARGE	\$500	\$500	Actual Cash
071	2FABP7BV1BX114041	Ford	Crown Victoria	\$ 27,000	2011	Police Car	\$500	\$500	Actual Cash
072	2FABP7BV8BX179419	Ford	Crown Victoria	\$ 27,000	2011	Police Car	\$500	\$500	Actual Cash
073	2FAHP71V69X117748	Ford	Crown Victoria	\$ 27,000	2009	Police Car	\$500	\$500	Actual Cash
074	5NHUNS216GU111494	Forest River	Equipment Trailer	\$ 2,600	2016	Trailer - NO CHARGE	\$500	\$500	Actual Cash
075	16VEX1627F3063396	Forest River	Equipment Trailer	\$ 3,800	2015	Trailer - NO CHARGE	\$500	\$500	Actual Cash
076	1GAWGEFGXG1339790	Chevrolet	Van	\$ 27,000	2016	Light Truck	\$500	\$500	Actual Cash
077	3FA6P0G75HR358124	Ford	Fusion (CID)	\$ 16,865	2017	Police Car	\$500	\$500	Actual Cash
078	3FA6P0G77HR358125	Ford	Fusion	\$ 16,865	2017	Police Car	\$500	\$500	Actual Cash
079	3FA6P0G70HR358127	Ford	Fusion	\$ 16,865	2017	Police Car	\$500	\$500	Actual Cash
080	3FA6P0G79HR358126	Ford	Fusion	\$ 16,865	2017	Police Car	\$500	\$500	Actual Cash
081	1N6BD0CT0HN725970	Nissan	Pickup	\$ 18,704	2017	Light Truck	\$500	\$500	Actual Cash

082	1FM5K8AR5HGE14658	Ford	Explorer Interceptor	\$ 31,500	2017	Police Car	\$500	\$500	Actual Cash
083	1FM5K8AR3HGE14660	Ford	Explorer Interceptor	\$ 31,500	2017	Police Car	\$500	\$500	Actual Cash
084	1FM5K8AR7HGE14659	Ford	Explorer Interceptor	\$ 31,500	2017	Police Car	\$500	\$500	Actual Cash
085	3N6CM0KN5HK690338	Nissan	Van	\$ 18,000		Light Truck	\$500	\$500	Actual Cash
086	3N6CM0KNXHK695888	Nissan	Van	\$ 18,000		Light Truck	\$500	\$500	Actual Cash
087	1FDRF3G66JEC10846	Ford	F350 Bucket	\$ 78,000		Medium	\$500	\$500	Actual Cash
088	1FD8X3G65JEC64647	Ford	F350	\$ 28,000		Medium	\$500	\$500	Actual Cash



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

**City Commission
Agenda Item**

MEETING DATE: August 14, 2018
FROM: Antoine Khoury
SUBJECT: Continuing Architectural Services with Hall & Ogle Architects, Inc.
- Agreement
NUMBER: (ID # 2146)
APPLICANT:
PLANNER:

DISCUSSION:

On June 26, 2018, the City Commission approved staff to negotiate rates with Hall and Ogle, Architects, Inc., for continuing architectural services on behalf of the City. Staff has negotiated rates that are consistent with prior rates with a provision for historical inflation. The rates negotiated are included under Exhibit "A". The proposed professional consultant services agreement is included under Exhibit "B".

FISCAL ANALYSIS:

There is no fiscal obligation included in this continuing services agreement. If work is needed in the City, which requires architectural services, work will be performed according to the rate schedule included.

STAFF RECOMMENDATION:

Award the continuing services agreement for architectural services to Hall and Ogle, Architects, Inc., 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.

MOTION:

AWARDING A CONTINUING SERVICES AGREEMENT TO HALL AND OGLE, ARCHITECTS, INC., AND AUTHORIZE THE CITY MANAGER TO DO THE SAME.

- Exhibit A - Rate Schedule (PDF)
- Exhibit B - Professional Services Agreement (PDF)



HALL & OGLE ARCHITECTS, INC.

AA-C000925

208 Magnolia Avenue
Daytona Beach, Florida 32114

PH: (386)255 -6163
FAX: (386)257-5650

8.5.a

May 16, 2018

Steve Juengst - Facilities Supervisor
City of Holly Hill - Dept. of Public Works
453 LPGA Blvd.
Holly Hill, Fl. 32117

Re: Rate Schedule

Steve:

The hourly rate figures you requested are as follows:

Architect -	\$145/ hr
CAD Technician: -	\$75/ hr
Clerical -	\$51.75/ hr

Thank you for the continued opportunity to work with you. Let me know if you need anything else.

Respectfully,

John E. Hall, Principal/President

Hall & Ogle Architects, Inc.

Attachment: Exhibit A - Rate Schedule (2146 : Continuing Architectural Services Agreement with Hall & Ogle)

JOHN E. HALL

DAVID D. OGLE

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Continuing Service Contract for
Architectural Services
Request for Qualification (RFQ) #ARC-18-01

THIS AGREEMENT is made and entered into this 12th day of June, 2018, by and between Hall & Ogle Architects, Inc., duly authorized to conduct business in the State of Florida and whose address is 208 Magnolia Ave. Daytona Beach, Florida 32114, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ # **ARC-18-01**), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options which may be exercised at the sole discretion of the City.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:

John E. Hall, Principal / President
Hall & Ogle Architects, Inc
208 Magnolia Ave.
Daytona Beach, Florida 32114
(386)255-6163

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The

prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. The City and the Consultant have agreed that claims, disputes or other matters in question between the parties to this Agreement shall be first subject to presuit mediation prior to the filing of any legal claims or litigation. Completion of presuit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of this Agreement. Failing agreement of the parties on the selection of a mediator and the date of mediation, mediation shall be conducted pursuant to the Mediation Rules of the American Arbitration Association. All cost of mediation will be equally shared. The laws of the State of Florida shall govern this Agreement. Any legal actions arising from disputes, claims or other matters in question between the parties to this Agreement shall be brought to a state court located in Volusia County Florida, for their resolution. THE PARTIES HEREBY EXPRESSLY WAIVE VENUE IN THE FEDERAL COURTS OF THE UNITED STATES AND WAIVE TRIAL BY JURY.'

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

WITNESSES:

Joseph Forte, City Manager

Dated: _____

FIRMS

By:

John E. Hall, Principal / President

Dated: _____

Attachments: A. Firm Rates

Approved by the City Commission of the City of
Holly Hill at a meeting held on this _____
day of _____, 2018 under
Agenda Item No. _____.



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

**City Commission
Resolution**

MEETING DATE: August 14, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-48 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing an Agreement with Advanced Cabling Solutions (ACS) to Perform Cable Pulling to Move Cable from Power Poles to Underground Conduit for the Overhead to Underground Project; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2142)
APPLICANT:
PLANNER:

DISCUSSION:

As part of the Overhead to Underground project Florida Department of Transportation's (FDOT) ITS and Volusia County's signalization cables need to be moved from the power poles to underground conduit. While the conduit to be used is an existing City conduit that will be repaired under Change Order with Carter Electric, FDOT will not permit Carter Electric to pull the cables as they are not an approved FDOT cable contractor.

A proposal was garnered from Advanced Cabling Solutions (ACS), an approved FDOT contractor, to pull the ITS cables.

Attached is the proposal from ACS for \$132,774.73, which is recommended for approval by City staff and the City's consultant.

Staff is requesting the City Commission approve piggy-backing of FDOT's contract with ACS.

FISCAL ANALYSIS:

Funds are available in account 139-5590-552-6500.

STAFF RECOMMENDATION:

Approve contract with ACS for \$132,774.73.

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.

MOTION:

APPROVE RESOLUTION 2018-R-48, OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING AN AGREEMENT WITH ADVANCED CABLING SOLUTIONS (ACS) TO PERFORM CABLE PULLING TO MOVE CABLE FROM POWER POLES TO UNDERGROUND CONDUIT FOR THE OVERHEAD TO UNDERGROUND PROJECT.

ATTACHMENTS:

- ACS Proposal (PDF)
- FDOT Contract BE138 (PDF)
- Modifications (PDF)

Resolution No. (ID # 2142)

RESOLUTION 2018-R-48 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING AN AGREEMENT WITH ADVANCED CABLING SOLUTIONS (ACS) TO PERFORM CABLE PULLING TO MOVE CABLE FROM POWER POLES TO UNDERGROUND CONDUIT FOR THE OVERHEAD TO UNDERGROUND PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING AN AGREEMENT WITH ADVANCED CABLING SOLUTIONS (ACS) TO PERFORM CABLE PULLING TO MOVE CABLE FROM POWER POLES TO UNDERGROUND CONDUIT FOR THE OVERHEAD TO UNDERGROUND PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the Overhead to Underground project the FDOT's ITS and Volusia County's signalization cables need to be moved from power pole to underground Conduit; and

WHEREAS, while the conduit being used is an existing City conduit that will be repaired under Change Order with Carter Electric, FDOT will not permit Carter Electric to pull the cables as they are not an FDOT cable contractor; and

WHEREAS, a proposal was garnered from Advanced Cabling Solutions (ACS), an approved FDOT contractor, to pull the ITS cables for \$132,774.73.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby desire to utilize the FDOT approved cable contractor, Advanced Cabling Solutions.

SECTION 2. That the Community Redevelopment Agency of the City of Holly Hill approves the proposal from ACS for \$132,774.73.

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 14th day of AUGUST, 2018.



201 Reece Way Suite 1431, Casselberry, FL 32707 EC13003017

ITS MAINTENANCE CONTRACT Agreement No. BE138

To: City of Holly Hill
 Attn: Antoine Khoury
 Project: Holly Hill Utility Conversion Phase 1
 Tel: 386-337-3273
 E-Mail: David.King@meadhunt.com

No: 071318
 Date: July 13, 2018

Quotation by: Luis Roman
 E-mail: l.roman@acstraffic.net
 Phone: 407-339-6636
 Fax: 407-339-3822

Item	Item No.	Item Description	Est Qty	U/M	Unit Price(\$)	Est. Cost
MOBILIZATION AND MOT						
1	A101-1-1	MOBILIZATION - LEVEL 1	1	EACH	12,500.00	12,500.00
2	A101-1-2	MOBILIZATION - LEVEL 2	1	EACH	1,175.00	1,175.00
3	A102-1-1	MAINTENANCE OF TRAFFIC (MOT) - LEVEL 1	2	DAY	1,045.00	2,090.00
4	A102-1-3	MAINTENANCE OF TRAFFIC (MOT) - LEVEL 3	10	DAY	1,292.50	12,925.00
SERVICES						
5	633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 12 FIBERS SM	1372	LF	1.65	2,263.80
6	633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 24 FIBERS SM	175	LF	1.71	299.25
7	633-1-123A	FIBER OPTIC CABLE, F&I, UNDERGROUND, 72 FIBERS SM	12386	LF	2.09	25,886.74
8	633-1-410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD (633-1-610)	17209	LF	1.55	26,673.95
9	633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND (FOR 633-1-420 and 620)	2180	LF	1.35	2,943.00
10	633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	278	EACH	35.50	9,869.00
11	633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE UG	7	EACH	675.94	4,731.58
12	633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	24	EACH	51.29	1,230.96
13	633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRE-TERMINATED CONNECTOR ASSEMBLY	168	EACH	21.39	3,593.52
14	633-3-16A	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 12	6	EACH	1,056.97	6,341.82
	633-3-16B	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 24	1	EACH	1,315.94	1,315.94
	633-3-16C	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 72	1	EACH	5,928.37	5,928.37
15	633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL (For 633-3-17 and 57)	20	EACH	81.29	1,625.80
16	684-1-1	MANAGED FIELD ETHERNET SWITCH, F&I	4	EACH	1,689.00	6,756.00
17	684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL (For 684-1-5)	3	EACH	350.00	1,050.00
18	700-9-8	WALK-IN DYNAMIC MESSAGE SIGN, DIAGNOSIS AND MISCELLANEOUS REPAIR (FOR 633-3-56 - 684-1-6 - 676-1-500 and 676-2-500)	13	EACH	275.00	3,575.00

Total Estimate \$132,774.73

1. WE PROPOSE TO FURNISH ALL NECESSARY MATERIAL, LABOR, SUPERVISION, AND TOOLS REQUIRED TO PERFORM THE ITEMS OF WORK DEPICTED ABOVE, MORE GENERALLY DESCRIBED AS: F&I 72 and 12SM Strand Fiber Optic Cable, Patch Panel, Splice Enclosure, Splice Tray, Connector Panel, Ethernet Switch.
2. All quantities are per tabulation of quantities. Any additional information that may require additional work for this project or quantities that were not proposed herein may require additional compensation at unit price. If unit price is not provided, Contractor will negotiate price with ACS prior to beginning work. We reserve the right to revise our estimate based on any additional changes on the plans.
3. Fiber Optic Conduit, Pull Boxes, Tree Trimming and Cabinets to be installed, modified or repaired by Others. ACS is not responsible for these items.
4. No items quoted herein may be "broken out" without prior approval in writing
5. Terms: Net 30 days, 10 percent APR will be charged on amounts older than 45 days
7. Pull String and proofing of conduit shall be done by contractor prior to installation of F.O.C.
8. There is currently a lead time of 4-6 weeks on F.O.C.

FLORIDA DEPARTMENT OF TRANSPORTATION, DBE.

139-



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S. Woodland Blvd.
DeLand, FL 32720

JIM BOXOLD
SECRETARY

March 30, 2016

Mr. Joseph W. Muniz, President
Advanced Cabling Solutions, Inc.
201 Reece Way, Suite 1431
Casselberry, Florida 32707

RE: Intelligent Transportation System (ITS) Maintenance Services
Financial Project ID: 245316-1-72-16
Procurement No.: RFP-DOT-15-16-5005-ITS
Contract Number: BE138

Dear Mr. Muniz:

Please find attached a fully executed copy of Contract BE138 for your records. This is your Notice to Proceed to perform the described work and to incur authorized charges under this contract.

You are advised that I will be the Project Manager for this contract. Invoices and any questions concerning management or administration of the contract should be directed to my attention at the following address:

Ron Miller, Project Manager
District Five Headquarters, MS# 562
719 South Woodland Boulevard
DeLand, Florida 32720-6834
Phone: 386-943-5370
Email: ron.miller@dot.state.fl.us

We look forward to a productive and mutually beneficial working relationship with you and your company.

Sincerely,

Ron Miller, Project Manager
Traffic Operations, District 5

tkh/rm
Attachments

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
 PROCUREMENT
 OGC - 07/15
 Page 1 of 8

Agreement No.: BE138

Financial Project I.D.: 245316-1-72-16

F.E.I.D. No.: F593511800

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.:

(required for contracts in excess of \$5 million)

Procurement No.: RFP-DOT-15-16-5005-ITS

D.M.S. Catalog Class No.: 81102201,73152108

BY THIS AGREEMENT, made and entered into this 29th day of MARCH, 2016, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Advanced Cabling Solutions, Inc. of 201 Reece Way, Suite 1431, Casselberry, Florida 32707 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with Intelligent Transportation System (ITS) Maintenance Services

the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Director of Transportation Operations

Attachment: FDOT Contract BE138 (2142 : OH to UB ITS Fiber Optic Cable Pulling)

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or five (5) years from execution date, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):
- ☒ Services shall commence upon execution date of the contract and shall be completed by five (5) years from execution date or date of termination, whichever occurs first.
- ☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.
- ☐ Other: See Exhibit "A"
- B. RENEWALS (Select appropriate box):
- ☐ This Agreement may not be renewed.
- ☒ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.
- It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and the Department's Disbursement Handbook - For Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering repurchase costs from the Vendor in addition to all outstanding fees.
VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- ☐ No general liability insurance is required.
- ☒ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 200,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.
- ☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ _____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- ☒ No Bond is required.
- ☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.** With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
 - (2) Provide the public with access to public records on the same terms and conditions that the Department 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 Department all public records in possession of the Vendor upon termination of the contract 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 Department in a format that is compatible with the information technology systems of the Department.
- Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.
- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- F. 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. 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 a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtml>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

- ☒ The following provision is not applicable to this Agreement:
- ☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

- ☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826
(800)643-8459

- ☒ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendor/Contractor:
1. 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 Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- J. Time is of the essence as to each and every obligation under this Agreement.
- K. The following attachments are incorporated and made a part of this agreement:
Exhibit "A", Scope of Services, PUR 1000, Exhibit "B", Method of Compensation, and Appendix I
- L. Other Provisions:
Section 8, Paragraph G, are deleted from this contract

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Advanced Cabling Solutions, Inc.

Name of Vendor

BY:

Authorized Signature

Joseph W. Muniz

(Print/Type)

Title: President

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:

Authorized Signature

Alan E. Hyman, P.E.

(Print/Type)

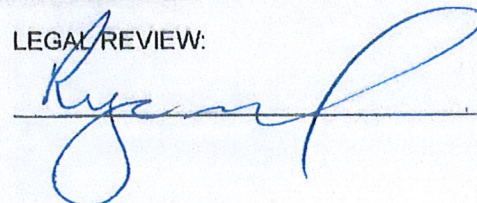
Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:


Procurement Office

LEGAL REVIEW:



ITS MAINTENANCE SCOPE OF SERVICES
District 5



Intelligent Transportation Systems (ITS) Maintenance

RFP-DOT-15-16-5005-ITS

Exhibit “A”

Scope of Services

Attachment: FDOT Contract BE138 (2142 : OH to UB ITS Fiber Optic Cable Pulling)

ITS MAINTENANCE SCOPE OF SERVICES
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ITS MAINTENANCE SCOPE OF SERVICES District 5

1 OBJECTIVE

The Florida Department of Transportation District Five Intelligent Transportation Systems (ITS) Section, hereafter known as the DEPARTMENT, requires maintenance services by a ITS Device Maintenance firm, hereafter known as the VENDOR, for ITS devices and infrastructure hereafter known as the SYSTEM, located in the counties of Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia. This SYSTEM consists of, but is not limited to, the following:

- Traffic control signal and ITS device grounding and surge suppression,
- Conduit,
- Communications cable,
- Pull, splice, and junction boxes,
- Electrical power service assemblies,
- Pre-stressed concrete and steel poles,
- Vehicular signal assemblies,
- Vehicle detection systems (VDS),
- Traffic controller assemblies,
- Adaptive Signal Control Equipment
- Visibility Sensors
- Bluetooth Devices
- Equipment cabinets,
- Ramp metering assemblies,
- Video equipment including closed-circuit television (CCTV) cameras, video encoders/decoders, and video wall components,
- Network devices including aggregation/distribution, edge switches, terminal servers, Ethernet extenders, and media converters,
- Highway signing, including dynamic message signs (DMS) and electronic display signs as well as portable and arterial signs and their supports including structures,
- Camera lowering systems,
- Road weather information systems (RWIS),
- Wireless communication devices,
- Portable and permanent emergency power generators,
- Uninterruptable power supplies (UPS),
- Communications hubs and equipment shelters,
- Ancillary facilities (i.e. SunGuide®/data servers and workstations),
- Environmental conditioning equipment, and

ITS MAINTENANCE SCOPE OF SERVICES District 5

- Hardware, software, and firmware related to ITS equipment and other traffic control devices.

The SYSTEM described in this Scope of Services (SOS) shall cover all existing and future ITS elements within the geographic coverage area and term defined in this agreement, hereafter known as the CONTRACT.

1.1 Item Additions and Deletions

During the Contract period and any renewal periods, the DEPARTMENT shall have the right to add or delete Items (services and/or commodities) to or from this agreement by adding them to or removing them from the Price Sheet & Ordering Instructions. Any new Items added shall be at the requirements, specifications, terms, and conditions stated herein or as later stipulated by the DEPARTMENT, and at mutually agreed pricing accepted, in writing, by both the VENDOR and the DEPARTMENT. Items may be removed at the sole discretion of the DEPARTMENT, per the requirements, terms, and conditions herein and/or as permitted by Florida Statutes or Florida Administrative Code.

Due to the changing dynamics within any ITS, the VENDOR will be able, upon written authorization by the DEPARTMENT'S Project Manager and upon supplemental agreement to the CONTRACT as to compensation and time, to perform additional services pertaining to the support and/or maintenance of the ITS field devices and infrastructure not otherwise identified in this CONTRACT as may be required by the DEPARTMENT

2 KEY TO ACRONYMS AND ABBREVIATIONS

APL – Approved Products List
 CADD – Computer-Aided Design and Drafting
 CCTV – Closed-Circuit television
 DMS – Dynamic Message Signs
 FDLE – Florida Department of Law Enforcement
 FOC – Fiber Optic Cable
 HAR – Highway Advisory Radio
 ITS – Intelligent Transportation Systems
 ITSFM – ITS Facility Management
 MOT – Maintenance of Traffic
 MVDS – Microwave Vehicular Detection System
 NMS – Network Monitoring System
 NTP – Notice to Proceed
 OEM – Original Equipment Manufacturer
 OSHA – Occupational Safety and Health Administration
 OTDR – Optical Time Domain Reflectometer
 RTMC – Regional Transportation Management Center
 RWIS – Road Weather Information System
 SLERS – State Law Enforcement Radio System
 SOP – Standard Operating Procedure

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SOS – Scope of Services
SUE – Subsurface Utility Engineering
TMC – Transportation Management Center
TWO – Task Work Order
UPS – Uninterruptable power supplies
US – United States
VDS – Vehicle Detection System

3 USE OF APPROVED PRODUCTS

The VENDOR shall follow the DEPARTMENT'S latest *Standard Specifications for Road and Bridge Construction*. The VENDOR shall review the DEPARTMENT'S *Approved Product List (APL)* for devices required as part of the work and must utilize approved products. Here is a link to that list:

<https://fdotwp1.dot.state.fl.us/ApprovedProductList/Specifications>

4 SERVICES TO BE PROVIDED

4.1 Overview of Maintenance Services Required

The objective of services required under this CONTRACT is to ensure continuous (24x7x365) system operation and functionality of all components of the SYSTEM and provide locate services for all ITS equipment. The DEPARTMENT will assign a Project Manager/Contract Manager responsible for oversight of this CONTRACT and assignment of tasks to the VENDOR. References to the DEPARTMENT or the DEPARTMENT'S Project Manager within this scope include the DEPARTMENT'S Project Manager or designees.

The VENDOR will be evaluated periodically based on system uptime. The VENDOR will be required to perform new device and infrastructure installations as needed and as requested by the DEPARTMENT; all SYSTEM support, including but not limited to scheduled, periodic, and routine maintenance; and failed or destroyed component replacement. All services shall be performed on a Task Work Order (TWO) system as directed by the DEPARTMENT'S Project Manager.

The VENDOR shall be on-call on a 24x7x365 basis for the duration of the CONTRACT to respond to emergency repair and/or replacement work, including but not limited to hurricane watches and warnings. If a State of Emergency is declared by the Governor of Florida, the VENDOR may be called upon to provide repair and replacement services associated with disaster recovery. The VENDOR shall provide the DEPARTMENT'S Project Manager with a list of telephone numbers that will be answered at all times by the VENDOR'S personnel. The VENDOR shall maintain staffing levels required by this SOS at all times to ensure services required by the SOS under this CONTRACT are met.

Throughout the term of this CONTRACT, the DEPARTMENT'S Project Manager will conduct reviews of the VENDOR'S work and daily operations. The VENDOR shall

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cooperate and assist the DEPARTMENT'S Project Manager throughout the review process.

4.1.1 Applicable Specifications and Standards

All work shall be prepared using English units in accordance with the latest editions of standards and requirements utilized by the DEPARTMENT, which include, but are not limited to, publications such as:

- 29 Code of Federal Regulations (CFR), Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act Accessibility Guidelines
- CADD (Computer-Aided Design and Drafting) Manual
- CADD Production Criteria Handbook
- Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and Professional Regulation
- Ch. 62257, Florida Administrative Code – Asbestos Program, Florida Department of Environmental Protection
- Code of Federal Regulations
- Florida Administrative Codes
- Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- Florida Department of Transportation Basis of Estimates Manual
- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Florida Department of Transportation Instructions for Structures Related Design Standards
- Florida Department of Transportation Materials Manual
- Florida Department of Transportation Plans Preparation Manual
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Statutes
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Manual on Uniform Traffic Control Devices, Federal Highway Administration
- Standard Highway Signs Manual, Federal Highway Administration
- Florida Department of Transportation Traffic Engineering Manual
- National Electrical Safety Code
- National Electrical Code
- Florida Department of Transportation Structures Manual

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- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)

4.1.2 Scheduled Maintenance Services

Coordinate the frequency of standard scheduled maintenance services with the DEPARTMENT'S Project Manager. It shall be the VENDOR'S responsibility to respond to maintenance requests according to the priority assigned by the DEPARTMENT'S Project Manager. The definitions below shall be a baseline for this CONTRACT. At the discretion of the DEPARTMENT, the VENDOR may be dispatched to any work priority deemed appropriate by the DEPARTMENT.

4.1.2.1 Scheduled Preventive Maintenance

Typical scheduled maintenance includes system inspection and other activities recommended by equipment manufacturers to be performed at periodic intervals. During the term of the CONTRACT, the VENDOR will perform scheduled, periodic preventive maintenance based upon manufacturer recommendations, budget limitations, and as general services are authorized by the DEPARTMENT'S Project Manager. If periodic maintenance intervals and activities are not specified by the equipment manufacturer, the VENDOR will develop periodic maintenance intervals and activities for approval by the Department's Project Manager. Scheduled preventive maintenance also includes periodic inspections and cleaning as well as documentation of these actions. The DEPARTMENT will work with the VENDOR to develop preventive maintenance checklists to ensure that consistent, comprehensive maintenance activities are executed correctly and documented.

Scheduled preventive maintenance may include, but is not limited to:

1. General cleaning and dust removal from equipment, cabinets, and enclosures, including air filter replacement as well as general operational checks such as operational checks of fans and other system components;
2. Cleaning of CCTV camera housing, including application of rain repellent, re-pressurization, and video feed quality verification;
3. Checking door locks (Cyber Keys if equipped), entry detection sensors, and lubricating locks and other mechanisms;
4. Visually inspecting devices, cabinets, and enclosure exteriors, and checking for corrosion, punctures, graffiti, and vandalism;
5. Ensuring that cabinet labels and other equipment identification is affixed properly to equipment and clearly visible.
6. Visually inspecting equipment status light-emitting diodes, light fixtures, light bulbs and wiring;
7. Physical testing and inspection of grounding system, surge protective devices, connections, and cable assemblies;

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8. Inspecting UPS functionality by simulating power failure at a disconnect, inspecting UPS batteries for corrosion and/or swelling and battery replacement when necessary;
9. Cleaning and removal of debris;
10. Pest control, including placement of barriers to prevent rodent entry;
11. Ensuring that cabinet documentation is available within the cabinet, such as in a clear document holder or within a document drawer, and that it provides comprehensive and accurate information, including wiring diagrams, service log, and other equipment information;
12. Providing weed and grass control around devices and technician pads;
13. Performing generator inspection (including fluids) testing, and checking fuel level;
14. Cleaning solar panels and batteries;
15. Checking antennas and mounting hardware for structural integrity and alignment; and
16. Adjusting and calibrating vehicle detection systems, including, but not limited to:
 - a. Inductive loop detection systems
 - b. Microwave vehicle detection systems
 - c. Video vehicle detections systems
 - d. Wireless magnetometer detection systems
 - e. Automatic vehicle identification systems

4.1.2.1.1 Device Site Deficiencies

In the event that the VENDOR encounters minor and/or major device deficiencies while performing preventive maintenance services as outlined above, the Vendor shall correct such deficiencies during the preventive maintenance site visit whenever possible.

The DEPARTMENT considers minor deficiencies to be items such as, but not limited to, an unplugged device cable, tripped circuit breaker, or loose connector. The DEPARTMENT considers major deficiencies to be items such as, but not limited to, a non-functional device site with damaged equipment, components exposed to weather, exposed power cabling, or items constituting a safety hazard. The VENDOR shall immediately contact the DEPARTMENT'S Project Manager to report major deficiencies.

4.1.2.2 Non Scheduled Maintenance and Repairs

Non scheduled maintenance includes reactive maintenance, replacements, and diagnostic work necessary to correct deficiencies and keep the SYSTEM operational. This work is not scheduled, but is often generated by failures caused by acts of God, construction, or accidents. Non scheduled maintenance may include, but is not limited to:

1. Field repair or replacement of ancillary parts or equipment for any ITS device;
2. Resetting DMSs;

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3. Resetting and focusing CCTV lenses;
4. Resetting VDS controllers;
5. Configuring or repairing the communications network, including switches and terminal servers;
6. Configuring or repairing CCTV video transmission equipment, including encoders and decoders;
7. Testing fiber optic cable (FOC) for optical budget requirements; and
8. Repairing damage caused by vandalism or accidents.

If the cause of a failure is unknown, the DEPARTMENT may have the VENDOR perform diagnostic work as required to determine the cause of the failure.

4.1.3 Diagnostic and Troubleshooting Services

The VENDOR will be required to provide diagnostic and troubleshooting services when equipment is inoperable and field troubleshooting is needed to identify the problem. When possible, the VENDOR shall perform minor repairs following diagnosis. The VENDOR must document troubleshooting and repair activities and services performed at the site. Major repairs require approval by the DEPARTMENT'S Project Manager before additional service can be performed.

If the VENDOR detects a device that exhibits frequent failures, or requires an on/off/on power cycle in order to maintain operation, it shall be the responsibility of the VENDOR to notify the DEPARTMENT, contact the equipment manufacturer, and recommend corrective action to the DEPARTMENT. It is the responsibility of the VENDOR to service equipment and restore SYSTEM components to a 100 percent functional status and ensure all devices are online. The VENDOR is responsible for all troubleshooting and repair of SYSTEM devices. The DEPARTMENT Project Manager may provide DEPARTMENT staff and resources to assist the VENDOR with troubleshooting and repair.

Should a particular device continue to fail and the issue cannot be resolved by repair or replacement, the DEPARTMENT, at its sole discretion, may remove the device from the VENDOR'S responsibility.

The VENDOR, through diagnostic service, shall investigate the cause for the failure of equipment and determine if the failure is related to a storm event, materials or workmanship, supplied power, leased communications, electrical and/or mechanical components, hardware or software, or other failures. The diagnostic results shall define the type of repair needed to restore the device(s) to 100 percent functional status. The VENDOR shall investigate whether or not failures are covered under existing equipment warranties. If the diagnosis indicates the need for repairs or parts replacement, the VENDOR shall follow the procedures established between the VENDOR and the DEPARTMENT's Project Manager under this CONTRACT.

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4.1.4 Repair Services

Repairs and/or parts replacement will be covered under TWOs. The VENDOR shall submit written request(s) to the DEPARTMENT'S Project Manager for approval of any additional labor usage and expenditures that are not covered under a TWO. Descriptions of additional labor, materials, and equipment shall be included as part of a work request as well as a justification for the work. Repairs that require expertise and/or specialized equipment of the manufacturer shall be considered original equipment manufacturer (OEM) repairs. OEM repairs are those specialized repairs that cannot be made by the VENDOR and must be made by a manufacturer or VENDOR of the equipment/component. On an as-needed basis, the VENDOR shall notify the DEPARTMENT'S Project Manager of OEM repairs necessary for the continued safe and efficient operation of the SYSTEM. The DEPARTMENT'S Project Manager will review the proposed OEM repair(s), and approval shall be required in order to proceed with the repair. If a device manufacturer is no longer producing, selling, or repairing a specific device, the VENDOR shall research, price, and present an alternate product to the DEPARTMENT'S Project Manager.

The VENDOR is required to assure the DEPARTMENT that warranties are not voided by VENDOR repair services or other actions of the VENDOR at any point during the contract. If a device warranty expires, the VENDOR shall notify the DEPARTMENT Project Manager for the option to renew and/or replace the device if the unit is non-operational.

4.1.4.1 Field Site Repair

The VENDOR shall have the necessary equipment and personnel capable of maintaining and repairing the field equipment and infrastructure deployed throughout the geographic coverage area within DEPARTMENT District boundaries. This includes a variety of devices and communications infrastructure. Field site repair includes, but is not limited to, device replacement, electrical service work and repair, optical fiber cable splicing and troubleshooting, optical time domain reflectometer (OTDR) testing, fiber enclosure/fiber distribution panel installations, and terminations. The VENDOR shall have the capability to install both open trench and directional bored conduit for new installation and replacement of damaged conduit. It shall be the responsibility of the VENDOR to perform all subsurface utility engineering (SUE) and obtain any permits required by the DEPARTMENT before the VENDOR commences any work. After completion of device and/or communications infrastructure work by the VENDOR, a report shall be presented to the DEPARTMENT for record keeping of changes made to the fiber communication infrastructure and other components of the SYSTEM. No fiber related work shall be started by the VENDOR without written authorization and approval by the DEPARTMENT.

1. Minor Repair

Minor repairs for this CONTRACT are repairs/replacement of ITS components due to equipment malfunction or end of service life. Minor repairs also include, but are not limited to, reattaching loose cable connections, power reset of all

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equipment, and other incidental repair work. The VENDOR shall perform the necessary repair/replacement work, which includes diagnostic services.

Minor repairs are generally considered to be repairs that require less than 4 hours of labor and less than \$3,000 in material.

2. Major Repair

Major repairs for this CONTRACT are defined as non-typical repairs that need diagnostic services to identify the problem, extensive repair services, maintenance of traffic (MOT) and lane closures, utility coordination, or other regional agency coordination, such as damage caused by crashes, vandalism, theft, weather events, fiber cuts, power loss from the utility service point, and construction activity. Typical major repairs and parts replacement consist of, but are not limited to, repair or replacement of damaged, missing, or malfunctioning equipment in order to maintain the ITS operation and functionality.

For all major repairs, the VENDOR shall contact the DEPARTMENT'S Project Manager to report field findings and receive instruction and authorization for related work. Depending on the criticality of the repair and nature of the device site or component malfunction or failure, the DEPARTMENT may issue verbal authorization to the VENDOR for diagnostic services to expedite the repair process. The VENDOR shall prepare and submit a diagnostic report, including damage assessment, cost estimates, and recommendations for repair. The VENDOR shall not make major repairs prior to issuance of a TWO covering specific corrective actions necessary for restoration. If an immediate repair order is needed, the DEPARTMENT may issue a pre-approved, limited amount TWO to start the work. The VENDOR must receive approval prior to executing this TWO. The VENDOR must document any verbal approvals issued for service/repair orders including the date, time, reason, and the name of the DEPARTMENT Project Manager who issued and approved the work order.

Major repairs are generally considered to be repairs that require more than 4 hours of labor and more than \$3,000 in material.

All major and minor repairs shall be performed using procedures and repair times established under this CONTRACT.

3. Warranty Repair

The VENDOR shall act on behalf of the DEPARTMENT to track manufacturer warranties and pursue warranty repairs from device manufacturers when failures are covered by the manufacturer's warranty. The VENDOR is responsible for coordinating warranty repairs with the DEPARTMENT's Project Manager and the device manufacturer/reseller. In the event warranty or insurance coverage is applicable, the VENDOR shall identify the proper procedure for contacting the entity responsible for coverage, secure the proper forms used for claim notification, and coordinate the repair, return, and disposition of equipment.

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Repaired DEPARTMENT equipment returned from the manufacturer shall be held in inventory as spare parts if it is not to be immediately reinstalled.

The VENDOR shall support the DEPARTMENT in pursuing claims until each claim is resolved to the satisfaction of the DEPARTMENT.

4.1.4.2 Repairs using Spare Parts

This work includes shop and field repair of devices using component parts. New replacement parts for repairs are to be used unless otherwise directed by the DEPARTMENT'S Project Manager. The VENDOR shall not purchase or install spare parts that have not been approved by the DEPARTMENT'S Project Manager. The VENDOR shall be responsible for inventory control of all parts held in inventory for repair of devices that they have responsibility to maintain. Parts commonly used for shop and field repairs include, but are not limited to:

- Pan-tilt-zoom camera modules
- DMS display modules
- Power supplies
- Batteries
- Media Converters
- Switches
- Detectors
- UPS

The DEPARTMENT will be responsible for all pre-approved costs relating to the purchase of spare parts (e.g., mark-up, applicable taxes, and shipping fees). The DEPARTMENT will have the option to utilize a flat percentage fee if this is pre-negotiated prior to execution of the TWO. The VENDOR shall notify the DEPARTMENT'S Project Manager of any part or component of the SYSTEM moved from its original location for the purpose of inventory control. The VENDOR shall ensure all spare equipment is available in a timely manner and all inventory control records will be updated within 24 hours.

4.1.4.3 Equipment Replacement

This work includes furnishing replacement devices needed for maintenance of the SYSTEM. Datasheets for all new replacement parts must be submitted and approved by the DEPARTMENT'S Project Manager. The VENDOR shall not purchase or install equipment that has not been approved by the DEPARTMENT'S Project Manager. Proposed replacement parts shall be the latest compatible technology, equal to or better in function and quality to existing SYSTEM components or equipment. The VENDOR shall be responsible for inventory control of all equipment that they have responsibility to maintain within the SYSTEM and all devices, parts, and materials used to perform work.

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When the DEPARTMENT'S Project Manager determines that additional parts are to be provided by the VENDOR as spares, the VENDOR shall procure (in accordance with section 4.1.4 Repair Services) and maintain the parts in the transportation management center (TMC) or DEPARTMENT designated location(s). The VENDOR shall notify the DEPARTMENT'S Project Manager of any part or component of the SYSTEM moved from its original location for the purpose of inventory control.

4.1.5 Emergency Repair Services

Emergency services consist of the restoration of components resulting from any malfunction or damage that creates a safety hazard or severely reduces the operational effectiveness of the overall SYSTEM. The VENDOR shall immediately correct any safety hazards discovered in the SYSTEM. Failures tend to be caused by severe and unusual forces of nature, crashes and collisions, vandalism, theft, fire, erosion, and extreme exposure to chemicals or pollutants. Communication and electrical cable cuts and loss of communications between the TMC and multiple field sites can warrant emergency repair services.

The VENDOR will be required to supply substitute devices approved by the DEPARTMENT's Project Manager to immediately restore normal operations during emergency repair services. Failure to restore normal operations in a timely manner may result in deductions of monies due or which may become due the VENDOR. If a structural failure causes a safety hazard or obstructs a roadway or waterway, the VENDOR will be required to remove the structure immediately.

The VENDOR must document malfunction and damage that necessitates emergency repair services. At a minimum, documentation shall include:

1. Device location, type, model, and serial and control number;
2. Date and time of incident;
3. Cause of failure and name of person reporting failure;
4. Site needs analysis and digital photo documentation;
5. Immediate repairs and corrective actions taken, including temporary repairs and repair cost breakdown; and
6. Corrective actions necessary for permanent repairs to be performed, including parts list, schedule, and estimated cost.

4.1.6 Equipment Logs

The VENDOR is required to document equipment and activities performed at each ITS device location. The VENDOR must maintain an equipment log that documents preventive scheduled maintenance and repair services, including repair logs, parts replacement, special notes, recommendations, and equipment warranty records. Device records must include, but are not limited to:

1. Device location, number, and type;

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2. Model and serial number;
3. Firmware version;
4. Manufacturer;
5. Date, time, and description of failure;
6. Report of failure source;
7. Response details including arrival time, site conditions, and actions taken;
8. Resolution details with documentation;
9. Spare part used including type, model, serial, and control number; and
10. Replacement part notes and repair actions.

4.2 Control of Materials

The VENDOR shall maintain and store the DEPARTMENT'S SYSTEM equipment and spare parts in a location approved by the DEPARTMENT'S Project Manager. This location shall be marked specifically for this contract and shall not be used for any other purposes. Storage of parts or equipment outside the DEPARTMENT'S storage area must be approved by the DEPARTMENT'S Project Manager. The VENDOR shall maintain and have readily available an up-to-date inventory of all the DEPARTMENT'S equipment and/or parts that are under the VENDOR'S supervision. The inventory shall contain, but not be limited to, at a minimum:

1. Manufacturer,
2. Model number,
3. Descriptive name,
4. SunGuide name,
5. APL number,
6. Manufacturer serial number,
7. Current location, and
8. Condition (new, used or damaged).

The DEPARTMENT reserves the right to store devices and/or parts at an independent storage area within 20 miles of the regional TMC. The VENDOR is responsible for picking up parts as needed from DEPARTMENT storage areas under the terms of this CONTRACT.

Any equipment purchased by the VENDOR on behalf of the DEPARTMENT, using DEPARTMENT funds, belongs to the DEPARTMENT and shall be entered into the inventory list maintained by the VENDOR. Upon termination or ending date of the CONTRACT, all DEPARTMENT property shall be transferred to the DEPARTMENT.

4.2.1 Device Inventory

The VENDOR shall maintain and have readily available an up-to-date inventory of all the DEPARTMENT'S equipment that the VENDOR is responsible to maintain and all spare parts and devices in the VENDOR'S or DEPARTMENT'S possession. This

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inventory will be kept current in the Maintenance Inventory and Management System, (MIMS).

4.2.1.1 Existing TMC Device Inventory

The VENDOR shall maintain and have readily available an up-to-date inventory of all the DEPARTMENT'S TMC equipment and/or parts that are under the VENDOR'S supervision. The inventory shall contain, but not be limited to:

1. Manufacturer,
2. Model number,
3. Descriptive name,
4. Manufacturer serial number,
5. Current location and condition (new, used or damaged),
6. If the equipment is a spare,
7. Date of purchase,
8. Date(s) of repair,
9. Date when scrapped, and
10. Warranty status.

4.2.1.2 Existing Field Site Device Inventory

The VENDOR shall maintain and have readily available an up-to-date inventory of all the DEPARTMENT'S equipment and/or parts that are under the VENDOR'S supervision. The inventory shall contain, but not be limited to:

1. Manufacturer,
2. Model number,
3. Descriptive name,
4. Manufacturer serial number,
5. Current location and condition (new, used or damaged),
6. If the equipment is a spare,
7. The site where it belongs and type of site (CCTV, DMS, etc.), if applicable,
8. Location of site, if applicable,
9. Date of purchase,
10. Date of repair,
11. Date when scrapped, and
12. Warranty status

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4.2.2 Inventory Database/Facilities Management System

The DEPARTMENT is using the ITS Facility Management (ITSFM) system to support the long-term ITS asset and configuration management needs of the ITS Program statewide. The ITSFM compiles SYSTEM asset information in a single, web-accessible repository, allowing the DEPARTMENT to collectively manage the entire system in a coordinated manner. The ITSFM is hosted provided by the Central Office to the Districts and other regional partners.

The VENDOR shall use the ITSFM for inventory and facilities management purposes. The VENDOR will be responsible for the operations and maintenance of ITSFM data used to inventory the SYSTEM field equipment including, but not limited to, outside plant cabling, duct, splice points, terminations, field devices, and other field installed assets. The VENDOR shall document as-built information about the SYSTEM and work performed under this CONTRACT.

The information contained within the ITSFM is confidential material; therefore, the VENDOR must ensure that VENDOR staff working under this CONTRACT has passed the Florida Department of Law Enforcement (FDLE) or State Law Enforcement Radio System (SLERS) background check so the DEPARTMENT can issue user login credentials to the ITSFM. The DEPARTMENT will provide user training on the ITSFM system and assign appropriate login credentials to VENDOR staff that successfully complete training.

The VENDOR shall provide field staff with an ITSFM-compatible laptop computer with direct Internet access from the equipment site to ensure that the maximum benefit from the ITSFM is available to the user. Asset changes to the system shall be updated to the database in real-time or as otherwise directed by the DEPARTMENT. The VENDOR will be responsible for recurring usage cost including computer hardware, connection to the Internet, etc.

The VENDOR shall include the resources required to populate the database and routinely update the database as maintenance work changes the inventory and configuration. Information populated in the ITSFM shall meet the positional accuracy and content defined in the latest version of the ITSFM technical memorandum "Implementation Guidelines and Minimum Requirements."

4.2.3 Utility Locating Services

The VENDOR shall be responsible for locating and designating existing and future subsurface utilities associated with the SYSTEM. Cost to repair or replace underground facilities damaged as a result of incorrect locates shall be the responsibility of the VENDOR. The VENDOR must register with the Sunshine 811 System within 30 days of CONTRACT execution. The VENDOR shall be responsible for evaluating all locate tickets within the geographic area defined in this CONTRACT and shall be responsible for locating all DEPARTMENT owned communications infrastructure (including FOC) and electrical conductors within the ITS. Billing and payment for locates must be based on linear footage located and administrative costs associated with ticket review and

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processing in the 811 call ticket database. All footages shall be validated by the original locate ticket and field photos when location of facilities is completed and the ticket has been closed as "clear or flagged." The VENDOR will be required to locate specific ITS facilities and document their findings within plan sets or another method approved by the DEPARTMENT's Project Manager.

4.3 General requirements for execution of work

The VENDOR is responsible for all labor, materials, and incidentals required to execute and complete the requirements of this CONTRACT including, but not limited to, the following:

1. Project management and contract administration,
2. Communications and coordination between the DEPARTMENT and the VENDOR,
3. Communications and coordination with other contractors and vendors,
4. Personnel requirements,
5. Project recordkeeping,
6. Device availability matrices,
7. TWO requirements for payment of services,
8. Status meetings, including meeting minutes and agendas,
9. Utility locate administration,
10. Preventive maintenance and routine maintenance,
11. Minor and major repairs and parts replacement (including warranties and replacement parts),
12. Material and equipment requirements,
13. Utility coordination for network and/utility services,
14. Emergency power, and
15. Disaster reporting.

Device failures can be described as emergency, priority, and routine. Each failure type has specific requirements for acknowledgement and response times depending on the severity and extent that the failure impacts the operation of the SYSTEM. Liquidated damages shall be assessed for failure to acknowledge or respond to device failures as described in the CONTRACT. The VENDOR shall fully cooperate with all utility owners during activities such as, but not limited to, construction, installation, or repair associated with this CONTRACT. The VENDOR shall call Sunshine 811 a minimum of 48 hours and a maximum of 96 hours before any excavation work requiring locate services from member operators of Sunshine 811.

The VENDOR shall furnish and install all equipment and materials, and perform all work in accordance with all applicable standards and procedures. The VENDOR is responsible for ascertaining the exact location of all utilities prior to beginning work in an area. Utility locations as shown on DEPARTMENT plans are approximate and may not

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include all utilities. If any utility damages are incurred as a result of VENDOR'S operations, it shall be the VENDOR'S sole responsibility to repair such damages or bear the cost of repairs performed by others.

The VENDOR shall be responsible for coordinating and meeting with all utility companies having overhead or underground facilities in proximity with work performed under this CONTRACT. The VENDOR shall be responsible for determining and performing any needed SUE work.

The VENDOR shall be responsible for providing the DEPARTMENT with a detailed damage report after the occurrence of a disaster, natural or otherwise. This report shall include an individual site analysis including, but not limited to, the following information:

- Device location,
- Date and time of visit,
- Description of failure or issue and system impacts,
- Site conditions noted, i.e. submerged, structure down, no power,
- Photo documentation (digital only),
- Damaged parts list: type, model, and serial and control numbers,
- Needed parts list,
- Repair cost breakdown,
- General notes, and
- Schedule of repair duration.

The damage report by the VENDOR shall be per site and include all devices connected to the cabinet location. The VENDOR'S report shall include an Executive Summary and a Cost Summary including all parts necessary to re-establish the system in working order. The DEPARTMENT'S Project Manager shall establish time frames for damage reports to be delivered to the DEPARTMENT depending on the severity of the disaster.

4.3.1 Scheduling and Execution of Work

All work shall be scheduled with and approved by the DEPARTMENT'S Project Manager. The VENDOR shall work with the DEPARTMENT'S Project Manager under this CONTRACT to establish normally scheduled activities. Work not covered under the scope of agreed upon scheduled activities must be expressly authorized by the DEPARTMENT'S Project Manager.

The VENDOR will be required to perform new field device and infrastructure installations, all SYSTEM support, routine and preventative maintenance, and failed or destroyed component replacement as needed by the DEPARTMENT. All services will be performed on a Task Work Order (TWO) basis.

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The DEPARTMENT will issue TWO's to authorize the VENDOR to work on any and all services on a system directed by the DEPARTMENT. Work estimates will be prepared by the VENDOR for all TWO's and submitted to the DEPARTMENT's Contract manager for review and approval. The work estimates will include at a minimum: personnel, equipment and/or resources, documentation of work to be performed, travel requirements if outside the contract area, itemized cost breakdown, and work schedule. No work will be undertaken by the VENDOR unless it has been authorized in writing from the DEPARTMENT. Each TWO issued by the DEPARTMENT's Contract Manager through the MIMS system will serve as a formal notice-to-proceed and may include an effective time period for the particular TWO being issued.

4.3.2 Mobilization

Work under this contract will require movement of personnel, equipment, supplies, and incidentals. All preparatory work and operations for beginning work, including movement of personnel, equipment, supplies, and other incidentals for a project (one work order), must be authorized by the DEPARTMENT Project Manager. Because of the unique nature of this contract and the work specified herein, mobilization may be paid according to a work level assigned by the DEPARTMENT Project Manager as needed on a case-by-case basis.

Work level will be determined according to the following criteria:

Level 1: This level is for normal preventive maintenance and minor repair activities associated with all weekly field work performed under this CONTRACT. This level includes the use of a vehicle, including a bucket truck, and other common equipment used to perform preventive maintenance and minor repairs.

Level 2: This level is for minor and major repairs that cannot be remedied using one technician and vehicle during a normal preventive maintenance visit. Level 2 work may include, but is not limited to: conduit and pull box installation, cabinet installation, pole installation, and other operations requiring more than one vehicle. This level is inclusive of the services described in Level 1 and may include up to four technicians and vehicles.

Level 3: This level is for major repairs and emergency work that requires more than four technicians and vehicles, or requires additional specialty equipment and other unique resources.

4.3.3 Maintenance of Traffic

MOT shall include the planning, furnishing, installing, maintaining, and removing of traffic control and safety devices. The need for lane closures shall be determined on a case-by-case basis as requested by the VENDOR. Any request for a planned lane closure shall be submitted to the DEPARTMENT'S Project Manager two weeks in advance of the proposed lane(s) closure. The VENDOR will be given a notification list by the DEPARTMENT containing all contacts that shall be notified of the lane(s) closure by the VENDOR. The VENDOR shall coordinate MOT activity with regional transportation management center (RTMC) operations and any other governing operations center.

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The VENDOR shall have at least one individual on its staff throughout the term of this CONTRACT with a Florida Advanced Maintenance of Traffic certification.

Because of the unique nature of this contract and the work specified herein, MOT shall be paid for according to the particular work level assigned. The level shall be determined by the DEPARTMENT Project Manager and assigned with each work order. In instances where no MOT operations are anticipated, there will be no MOT level assigned. The level shall be determined according to the following criteria:

Level 1: Where at least a portion of the work assigned on the work order is to be performed off the roadway, but in close enough proximity to the traveled way to require signing, but does not require lane closure.

Level 2: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a rural or low volume urban two-lane, two way roadway (day work, flagging).

Level 3: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway, such as a rural or urban state or United States (US) route (day or night work, off-duty law enforcement not required).

Level 4: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway such as a rural or urban state or US route (day or night work, off-duty law enforcement required).

Level 5: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a limited-access facility (Interstate or Turnpike), rural or lower volume urban (day or night work, off-duty law enforcement not required).

Level 6: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of one or more lanes of a multi-lane, divided or undivided roadway (Interstate or Florida's Turnpike), daylight or nighttime hours where off-duty law enforcement is required.

Level 7: This level may be used in conjunction with any of the above levels where additional signage or additional law enforcement are required to detour traffic around work zones to alternate roadways.

4.3.4 Warranty for Vendor Services and Materials

The VENDOR warrants to the DEPARTMENT that all services, materials, parts, and supplies furnished under this CONTRACT shall be free from defects in material or workmanship and in accordance with good trade practices and local, state, and federal codes.

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The VENDOR guarantees that upon completion of the services required by the CONTRACT, the work areas shall be left in a clean, sanitary, and safe condition.

The VENDOR agrees that each job assignment performed will be reviewed and approved by the VENDOR'S Project Manager before the DEPARTMENT'S Project Manager is requested to approve and process invoices for payment.

The VENDOR will correct deficient work and replace defective material provided and supplied, or credit the DEPARTMENT for the inadequate services and materials. The DEPARTMENT'S Project Manager shall have the right to determine which course of correction must be taken.

Upon completion of a repair, the VENDOR shall warranty their work for a period of 90 calendar days from the date of acceptance by the DEPARTMENT. The VENDOR shall transfer manufacturer's warranties for parts and materials to the DEPARTMENT.

4.3.5 Lost, Stolen, or Damaged Department Owned Resources

The DEPARTMENT'S Project Manager will provide a list of DEPARTMENT owned resources for the VENDOR. The VENDOR shall acknowledge receipt and responsibility of the DEPARTMENT owned resources by executing a State of Florida Department of Transportation "Property Transfer Receipt" form.

A representative of the DEPARTMENT will inventory all DEPARTMENT owned resources annually. In the event DEPARTMENT owned resources have been lost, stolen, or damaged, and had been in exclusive possession and control of the VENDOR, the VENDOR will replace the DEPARTMENT owned resources before the end of the calendar year when the item(s) was known to be lost, stolen, or damaged. If the item is not directly replaceable due to non-availability of identical models, the VENDOR will replace the item with a functionally equal or better item or directly compensate the DEPARTMENT. The risk of loss to any equipment being repaired or replaced shall be the responsibility of the VENDOR having possession or control of the equipment at the time of the loss.

4.3.6 Use of Subcontractor(s) or Subconsultant(s)

The support of the SYSTEM may require a multi-disciplinary team made up of a prime VENDOR and subcontractors to successfully fulfill the obligations of this CONTRACT. The VENDOR must provide contact information for all subcontractors and indicate their areas of expertise and responsibility. Use of subcontractors must be coordinated with, and approved by, the DEPARTMENT's Project Manager.

4.4 Working Hours, On-call Responsibilities, Response Times, and Limitations

4.4.1 Standard Hours of Operation

The VENDOR shall have maintenance personnel available at all times including nights, weekends, and holidays. However, standard hours of operation are Monday through Friday from 8:00 a.m. – 5:00 p.m.

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4.4.2 On-call Responsibilities

The VENDOR shall provide on-call staff at all times. On-call staff assignments shall be coordinated with the DEPARTMENT's Project Manager and clearly communicated to staff responsible for TMC operation. Qualified maintenance staff shall be on-call during weekends and statutory state holidays and at all times for the term of this CONTRACT to respond to calls and issues. The VENDOR may be required to perform repairs and maintenance outside of normal business hours.

4.4.3 Response Times

The response times below require that qualified VENDOR staff with appropriate equipment, tools, and available parts be on-site and ready for work.

4.4.3.1 Standard Response Time

Response time for preventive maintenance and routine maintenance shall be within the next business day (DEPARTMENT holidays excluded) unless otherwise deemed necessary by the DEPARTMENT's Project Manager.

4.4.3.2 Repair Services Response Time

Response time for repair services shall be within four hours to the site 24x7x365.

4.4.3.3 Emergency Response Time

Response time shall be within two hours to the site 24x7x365.

4.5 Security and Safety Requirements

The VENDOR shall utilize proper safety measures to ensure the proper protection for persons and property at all times.

The VENDOR shall be responsible for ensuring that all equipment used is maintained in a safe and efficient manner in accordance with all local, state, and federal laws, safety organizations, regulations, and guidelines pertaining to providing the required services.

The VENDOR shall follow all safety requirements outlined in the National Electric Safety Code, OSHA, and any standards or practices for safe installation or maintenance of required equipment per this CONTRACT.

The VENDOR shall be responsible for any injury to person(s) or damage to property that occurs as a result of VENDOR activities under this CONTRACT. The VENDOR shall notify the DEPARTMENT immediately after any injury incurred by person(s) working under this CONTRACT.

At the conclusion of a workday, the VENDOR'S personnel must leave the work area free of safety hazards. The DEPARTMENT assumes no liability for any equipment or personal belongings or effects left unattended on DEPARTMENT property.

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The VENDOR shall be solely responsible for the safety of all its personnel.

The VENDOR shall be solely responsible for maintaining the safety required and providing safety equipment and procedures for the protection of employees and the public throughout the area(s) where work is performed under this CONTRACT.

If any deficiency may cause harm to life or property, or violate any rules or regulations such as, but not limited to, Americans with Disabilities Act, OSHA, or otherwise contained herein, the DEPARTMENT may take immediate corrective action(s), and the VENDOR shall be responsible for the burden of any associated direct and/or indirect costs.

4.6 License and Insurance Qualifications

The VENDOR shall hold the licenses and certifications necessary to provide the services described in this CONTRACT in the counties specified and be required to submit proof of licenses and certifications prior to work being performed.

The VENDOR shall certify that skilled employees and/or subcontractor(s), who possess the necessary specialty licenses, as required by law to perform the work, shall provide the services being performed and provided by the VENDOR as described in this CONTRACT.

All records, insurance, and licenses must be current. The VENDOR must provide the DEPARTMENT's Project Manager with evidence of current records, insurance, and licenses and copies must be kept on file in the RTMC for the duration of this CONTRACT and all renewals.

4.7 Location of the work

The Contractor shall be responsible for maintenance of all existing, under-construction, and future DEPARTMENT owned and operated SYSTEMS located in the following counties:

- Brevard, Volusia, Flagler, Seminole, Orange, Lake, Osceola, Sumter, and Marion Counties.

4.7.1 Transportation Management Center

The VENDOR is to provide maintenance services for components of the SYSTEM located in the TMC. Certain services and parts may only be provided by an authorized manufacturer's reseller/service center, including, but not limited to:

- Parts-only replacement warranty from the manufacturer registered in the DEPARTMENT'S name.
- Semi-annual maintenance visits for video wall alignment.

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- Up to four visits a year to CAST/color balance the wall, replace air filters, and clean the lens and screens. These visits are to be scheduled at the discretion and interval of the DEPARTMENT.
- Repair service for video wall components. Repair work is to be coordinated with the DEPARTMENT'S personnel to determine the level of response/repair needed. Work on the TMC video wall shall only be performed by manufacturer-certified personnel. The CONTRACTOR shall provide proof of certification for personnel allowed to work on the wall.
- Lamp lease, replacement program, or replacement.
- Spare lamps and projection engines.
- Video wall controller and software upgrades.
- Video wall servers.
- Video wall displays (e.g., Televisions, monitors, or similar).

4.7.2 Field Sites

The VENDOR is to provide maintenance services for components of the SYSTEM located at existing and future field sites throughout the geographic coverage area of the CONTRACT.

4.8 Required Qualifications

4.8.1 Staffing Requirements

Support of the SYSTEM will require a multi-disciplinary team. The following areas of expertise are considered to be the minimum necessary to successfully fulfill the obligations of this CONTRACT. Subcontractors submitted with the response are allowed.

- Project management / administration;
- Electrical trades;
- Electronic and electro-mechanical component diagnostics, troubleshooting, and repair;
- Computer hardware troubleshooting and repair;
- Local area network and wide area network design, operation, and maintenance;
- Ethernet, serial, and wireless communications;
- Networking and network protocols, including switching, routing, VLANs, OSPF, PIM, SNMP, IGMP, IGRP, DVMRP, DNS, etc.;
- Computer applications / database management;
- Analog and digital video transmission;
- Fiber optic network configuration and administration;
- FOC termination, splicing, testing, and management;

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- Installation, configuration, troubleshooting, and maintenance of analog and digital video equipment, network devices, DMSs, HAR systems, RWIS, and vehicle detection systems (VDS);
- Programming and operation of traffic controllers;
- Grounding and surge protection systems and related equipment;
- Configuration management;
- Security devices for SYSTEM installations;
- Installation of ITS poles and structural supports according to DEPARTMENT procedures; and
- MOT.

The VENDOR shall keep a staff of the required levels to respond to all requirements of this CONTRACT at all times during the term of the CONTRACT. The VENDOR shall have the option to provide the same dedicated maintenance staff on-site full-time in the DEPARTMENT'S designated location(s). The VENDOR shall develop a staffing plan indicating how absences and vacations will be covered, and the expected activities of each proposed staff member. The VENDOR shall provide suitable replacement staff during vacations or sick periods of primary staff.

The VENDOR must provide resumes for all personnel proposed for this CONTRACT in their bid package. Any changes to staff identified in the bid package submitted by the VENDOR shall be subject to review and approval by the DEPARTMENT in writing before any billable services are authorized. Requests to add or change staff must be accompanied with accurate and current resumes for proposed individuals, including information on their licenses and certifications as well as a description of their expected duties.

The DEPARTMENT will conduct VENDOR performance reviews on an annual basis. When deficiencies are identified with VENDOR employees assigned to the CONTRACT, the VENDOR will immediately implement remedial action. Remedial actions may include further training of the employee, subdivision or reassignment of the employee, addition of staff, and removal of the employee from the CONTRACT. All VENDOR employees working on this CONTRACT are understood to be working under the direction and at the will of the DEPARTMENT Project Manager.

4.8.1.1 Maintenance Staff Location and Availability

VENDOR staff whose primary function is performing work associated with this CONTRACT shall be located within the geographic coverage area designated by the DEPARTMENT. The VENDOR shall supply additional skilled staff from other locations, as requested by the DEPARTMENT. The DEPARTMENT may provide work space at DEPARTMENT locations within the geographic coverage area at no cost. The VENDOR must coordinate staff locations and schedules with the DEPARTMENT's Project Manager.

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4.8.1.2 Position Descriptions

The VENDOR-provided maintenance staff shall have the following minimum qualifications. The final quantities of each position shall be determined during the CONTRACT negotiations and agreed upon by the VENDOR and the DEPARTMENT'S Project Manager. The VENDOR and/or DEPARTMENT shall have the ability to add staff that is not defined herein, at any time under the term of this CONTRACT, as requested by the project requirement and staffing needs change.

ITS Project Manager

The VENDOR shall designate an ITS Project Manager who shall respond to all authorizations for services to the SYSTEM under this CONTRACT. The VENDOR'S ITS Project Manager shall be responsible for all work necessary to provide for the general management, oversight, quality control, and administration of all CONTRACT activities and support personnel. The VENDOR'S ITS Project Manager ensures that the requirements of the CONTRACT are met on a daily basis at all times. The ITS Project Manager is responsible for ensuring that maintenance activities supporting the SYSTEM are in accordance with this CONTRACT, Standard Operating Procedures (SOP), protocols, and policies.

The responsibilities include, but are not limited to, the following:

- Provide oversight of all work performed under this CONTRACT;
- Follow direction set by the DEPARTMENT'S Project Manager;
- Perform project-related assignments to include the planning, organizing, and developing of complicated tasks as assigned by the DEPARTMENT;
- Direct oversight of project professionals and staff;
- Direct training and indoctrination of workers to improve performance and acquaint workers with CONTRACT requirements, policies, and procedures;
- Recommend changes, review progress, and approve work products for the Maintenance Program;
- Recommend ITS equipment specifications and assist in developing operating procedures for ITS devices;
- Requisition tools, spare parts, equipment, and supplies required for maintenance operations;
- Train assigned staff in proper work methods and techniques and in the set up and use of equipment;
- Monitor allocated budget for spare parts and supplies and manage spare parts consumption and usage to ensure that budget levels are met;
- Track project budget, inventory, and tasks assigned, and provide monthly updates, status of work, and cost summaries;

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- Prepare and submit monthly invoices by tenth working day, progress reports and other documents by fifth working day of the month;
- Provide sufficient staff and resources for all tasks and activities throughout the duration of the CONTRACT;
- Ensure that maintenance staff have the required qualifications and background check documentation before being employed by the VENDOR;
- Meet on a bi-weekly basis with the DEPARTMENT'S Project Manager to review and discuss tasks completed during the previous week, task assignments for the current week, and two-week "look ahead" schedule;
- Provide summary minutes within one week after each meeting for review and approval by the DEPARTMENT;
- Coordinate activities of workers repairing, upgrading, modifying, or installing equipment or systems in order to improve existing equipment;
- Interact with the DEPARTMENT'S staff managers and consultants to review issues pertaining to equipment or systems performance and status;
- Attend meetings as directed by the DEPARTMENT to ongoing phase(s) of ITS construction meeting, utility coordination meeting, and others as directed; and
- Perform other tasks as assigned by the DEPARTMENT.

Coordinator/Administrative Assistant

The Coordinator/Administrative Assistant position is responsible for supporting the VENDOR'S maintenance staff and DEPARTMENT'S Project Manager on day-to-day business matters regarding maintenance services and utility locate coordination. The Coordinator/Administrative Assistant shall possess, but not be limited, to the following qualifications:

- Supplies administrative support services to the maintenance staff and assumes the role as an administrative liaison with internal and/or external sources;
- Performs routine office or clerical support tasks according to well-established procedures. Examples of work performed may include sorting and distributing mail, photocopying, filing, posting or proofing data, or answering telephone calls and recorded messages;
- Work performed may also include composing routine correspondence, preparing routine reports, scheduling meetings or appointments, screening and directing incoming calls, providing information, maintaining files, or transcribing dictation;
- Prepares documents using Microsoft® applications; formats, proofs, edits for errors;
- Assists ITS Project Manager on the data entry of the inventory tracking database; and
- Performs other tasks as assigned by the DEPARTMENT.

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ITS Maintenance Technician(s)

The ITS Maintenance Technician shall be responsible for installing, maintaining, and repairing ITS devices; assisting in the ITS design review and the development of SOP; and performing a variety of technical tasks related to their assigned area of responsibility. The ITS Maintenance Technician shall receive general supervision from the VENDOR'S ITS Project Manager and DEPARTMENT'S Project Manager. The technician shall document all work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

- Installs and maintains a wide variety of SYSTEM devices;
- Troubleshoots malfunctions; isolates defects and repairs devices and equipment using above ground equipment on high-speed, high-volume roads and freeways;
- Verifies proper device and system operation; conducts inspections and periodic preventive maintenance;
- Monitors ITS device operation through the use of a laptop computer in the field or a desktop computer in the TMC; uses SYSTEM software, both proprietary and nonproprietary; recommends and safely completes appropriate changes for effective SYSTEM operation;
- Performs repair, removal, and replacement of poles, cabinets, controllers, and other equipment; repairs conduit and pull wires and cable, as needed; performs emergency repairs as needed;
- Modifies or updates existing SYSTEM devices and equipment to improve traffic flow;
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of SYSTEM devices; makes corrections to schematics and plan sets;
- Performs field and bench testing procedures on a variety of SYSTEM equipment; tests, troubleshoots, and repairs SYSTEM equipment to component level of micro processing systems; maintains and services a variety of test and repair equipment;
- Assists TMC network administrator with repairs and connection of intercommunication cable and related equipment;
- Documents work performed on all SYSTEM devices and daily activities; and
- Performs other tasks as assigned by the DEPARTMENT.

Electrician(s)

The SYSTEM Maintenance Electrician shall be responsible for installing, maintaining, and repairing electrical SYSTEM devices; assisting in SYSTEM design review and the development of SOPs; and performing a variety of technical tasks related to their assigned area of responsibility. The Electrician shall receive general supervision from the VENDOR'S ITS Project Manager and DEPARTMENT'S Project Manager. The

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electrician shall document and photograph the work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

- Directs and participates in a wide range of functional electrical tasks on SYSTEM components; isolates prime power malfunctions and coordinates repairs with power company; replaces power service points as needed;
- Performs field and bench testing procedures on a variety of SYSTEM and power equipment, such as automatic transfer switches, generators, load switches, power service assemblies, CCTV systems, VDS, DMSs, radio communication facilities, and others; tests, troubleshoots, and repairs SYSTEM equipment to component level of micro processing systems; maintains and services a variety of test and repair equipment;
- Installs and maintains a wide variety of SYSTEM devices;
- Troubleshoots malfunctions; isolates defects and repairs devices and equipment using a bucket truck on high-speed, high-volume roads and freeways; has exposure to electrical energy, high voltage, heat, cold, noise, dust, fumes, inclement weather conditions;
- Verifies proper device and system operation; conducts inspections and periodic preventive maintenance;
- Monitors SYSTEM device operation (i.e. UPS input/out) through the use of a laptop computer in the field or a desktop computer in the TMC; uses sophisticated SYSTEM software, both proprietary and non-proprietary; recommends and safely completes appropriate changes for effective system operation;
- Performs repair, removal, and replacement of poles, cabinets, controllers, and other equipment; repairs conduit and pulls wires and cable, as needed; performs emergency repairs as needed;
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of SYSTEM devices; makes corrections to schematics and blueprints;
- Documents work performed on all SYSTEM devices and daily activities; and
- Performs other tasks as assigned by the DEPARTMENT.

Utility Technician(s)

The Utility Technician shall be responsible for identifying the underground location, delineating, and marking on the ground of existing utilities, per requests from 811, the VENDOR ITS Project Manager, or DEPARTMENT Project Manager. The utility locates shall include, but not be limited to, FOC backbone and drop cables, power cables, composite cables and all pull boxes (electrical/FOC) that constitute DEPARTMENT owned underground utilities. The Utility Technician shall also meet with parties requesting utility locates as necessary in the field to supplement marking SYSTEM

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utilities. Whenever available, the Utility Technician shall assist with the installation, maintenance, and repair of SYSTEM devices. The Utility Technician shall be able to respond to emergency utility locate ticket(s) as requested by the VENDOR ITS Project Manager or the DEPARTMENT'S Project Manager. The Utility Technician shall document and photograph the work performed on all utility locating and daily activities.

Fiber Technician(s)

The Fiber Technician shall be responsible for troubleshooting and repairing or replacing patch panels, patch cables, splice enclosures, splice trays, splices, sno-shoes, optics, terminations (pigtailed or buffer tube fan out kits), and any such items related to network and device connectivity.

4.8.1.3 General Appearance and Conduct

VENDOR staff shall exercise good judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the DEPARTMENT. The DEPARTMENT reserves the right to require removal of any VENDOR employee from this CONTRACT who cannot perform their duties to the satisfaction of the DEPARTMENT or damages the reputation of the DEPARTMENT and/or the VENDOR.

Uniforms

VENDOR staff will wear clean and neat uniforms at the start of each shift. VENDOR staff shall be required to wear a picture ID issued or approved by the DEPARTMENT. Uniforms are required for all maintenance and support staff and must include company logos to assist the DEPARTMENT and Florida Highway Patrol in identifying authorized personnel at the TMC and at roadside work locations.

4.8.1.4 Training

The VENDOR shall provide qualified instructors and all materials for training VENDOR staff in the maintenance, operation, and troubleshooting of equipment, hardware, software, and firmware for all SYSTEM devices. DEPARTMENT staff may participate in training with VENDOR staff. Training shall be conducted on an as-needed basis and shall consist of formal classroom lectures as well as "hands-on" training that consists of working with actual equipment and testing of SYSTEM devices and the entire SYSTEM.

4.8.2 Personnel Vetting

During the term of the CONTRACT, the VENDOR shall provide resumes of all proposed primary maintenance staff and all new hires along with certification or documentation of the following: drug test results, criminal background check, drivers' licenses, and other information for approval prior to hiring.

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4.8.2.1 Background Check

Each of the VENDOR'S staff assigned to service this CONTRACT and SYSTEM must pass a SLERS background check to access the TMC for repair and coordination/progress meetings. The VENDOR shall provide the DEPARTMENT's Project Manager with proper documentation, and the DEPARTMENT will coordinate the SLERS background check with the Florida Highway Patrol. It will be the responsibility of the VENDOR'S ITS Project Manager to ensure coordination of the background checks for the term of this CONTRACT.

The DEPARTMENT and VENDOR reserve the right to reject any staff prior to being assigned duties.

4.8.2.2 Criminal Record Check

Individuals with felony conviction records shall not be hired. A criminal history record check shall be conducted by an approved DEPARTMENT agency and shall be provided by the VENDOR to the DEPARTMENT for each employee before hire or access to the TMC. These criminal record checks shall go back as far as the employee's birth. The VENDOR shall perform criminal checks annually for all VENDOR staff. Additionally, the DEPARTMENT may elect to have VENDOR perform periodic criminal record checks on VENDOR staff.

4.8.2.3 Drug-Free Workplace Certification

The VENDOR shall provide proof, by a licensed medical practitioner or technician, that all VENDOR staff is drug-free in accordance with Section 112.0455, *Florida Statutes*, prior to beginning operations. The VENDOR shall submit the proof described above for staff every year thereafter.

4.9 Materials to be Furnished

All equipment and component parts that are furnished will be new, unused and will meet all requirements of this CONTRACT, and will be in operable condition at the time of delivery. All parts will be of high quality workmanship and no part or attachment will be applied contrary to the manufacturer's recommendations or standard practice. If authorized by the DEPARTMENT, cannibalized parts from damaged DEPARTMENT equipment may be used if it does not affect a warranty.

4.9.1 Vendor Facilities

The VENDOR will maintain and store the DEPARTMENT's SYSTEM equipment or spare parts, in a location approved by the DEPARTMENT's Project Manager. This location will be marked specifically for this CONTRACT and will not be used for any other purposes. This location will be Temperature and Humidity Controlled, provide restricted access (Log in/out of personnel), require logging in and out of parts and equipment by individual, and be separate from any other warehouse area. A copy of the checkout procedures is required to be presented to the DEPARTMENT for approval.

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Parts or equipment to be stored outside the DEPARTMENT's storage area will be authorized by the DEPARTMENT's Project Manager; by default all spare parts or equipment not installed and operating will be stored at the storage area dedicated to this project as approved by the DEPARTMENT's Project Manager. The VENDOR will maintain and have readily available an up-to-date inventory of all the DEPARTMENT's equipment and/or parts that are under the VENDOR's supervision. The inventory will contain, but not be limited to, at a minimum: the manufacturer, model number, descriptive name, SunGuide ITS inventory APL number, manufacturer serial number, current location and condition (new, used or damaged). The DEPARTMENT reserves the right to store devices and/or parts at an independent storage area within twenty (20) miles of the District Five Headquarters Office. Upon request, the VENDOR must be able to produce individual devices shown on the inventory within 15 minutes of request or replace with a new device at no cost to the DEPARTMENT. If the DEPARTMENT chooses to do so, it will be the responsibility of the VENDOR to pick up parts as needed under the terms of this CONTRACT and adhere to the response times as listed in this CONTRACT.

4.9.2 TMC Devices, Field Devices, and other Hardware

All equipment and component parts that are furnished will be new, unused, will meet all requirements of this CONTRACT, and will be in operable condition at the time of delivery. All parts will be of high-quality workmanship and no part or attachment will be applied contrary to the manufacturer's recommendations or standard practice. If authorized by the DEPARTMENT, working parts recovered from damaged DEPARTMENT equipment may be used if such use does not negatively impact the warranty of equipment in which it is installed.

The following is a listing of typical TMC and Field Devices currently in use: CCTVs, MVDS, DMS, ADMS, Field Managed Ethernet switches, Layer 3 switches, UPS, RPM, Media Converters, Cyber Key Authorizers, Cyber Locks, Diesel Generators, Transformers, Video Encoders, Port Servers, Loop Cards and Controllers, Switch Optics, & Christy Projectors and bulbs. This list is not all inclusive.

Inventory Levels of Spare Parts and Equipment is required to ensure that the service restoration timeframes of this contract will be met.

4.9.3 Software

The VENDOR is expected to use, purchase, or have the following software available for the performance of work described in the contract: Maintenance and Inventory Management System (MIMS), ITS Facility Management (ITSFM), SunGuide, and OSPInsight.

4.9.4 Incidental Materials

The VENDOR shall be responsible for providing incidental materials that are necessary to perform the general nature of work described in this CONTRACT.

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4.9.5 Equipment, Machinery, Tools, and Vehicles

The VENDOR shall provide on-site equipment including, but not limited to, bucket trucks, cranes, inspection/maintenance trucks/vehicles, field engineering equipment, air compressor, machinery, tools, materials, cellular phones, and other equipment necessary to perform the service required under this CONTRACT.

The VENDOR shall provide a bucket truck capable of reaching a minimum height of 40 feet for regular use under this CONTRACT. In addition, the VENDOR shall be able to provide a bucket truck capable of reaching 55 feet within 24 hours of request by the DEPARTMENT'S Project Manager.

The VENDOR shall provide maintenance and inspection vehicles for the ITS Project Manager, ITS Maintenance Technician(s), Electrician, and Utility Technician. The VENDOR shall provide the availability of an environmentally controlled van or trailer accustomed for conducting fiber optic fusing splicing and other similar type of work inside the van or trailer, within 48 hours of the request of the DEPARTMENT'S Project Manager. All vehicle(s) shall have sufficient towing and hauling capabilities to carry out the tasks specified in this CONTRACT.

VENDOR logos shall be required on vehicles and equipment dedicated for use and performance of work under this CONTRACT. VENDOR vehicles that are regularly used to perform work under the CONTRACT must have the following markings: VENDOR logo and any other safety messages required for vehicles stopping on limited-access facilities to conform to all safety agency regulations. Vehicles shall be outfitted with the appropriate strobe and safety lights required to perform their field duties.

The VENDOR shall be responsible to provide a new laptop computer with docking station for each primary maintenance staff. The laptop shall be compatible with the TMC network. Computers and individuals using DEPARTMENT technology resources shall comply with the Security and Use of Information Technology Resources policy of the DEPARTMENT.

The VENDOR shall be responsible to provide a minimum of two (2) smartphones to field personnel capable of scanning and processing information through integration with an existing commercial-off-the-shelf Radio Frequency Identification (RFID) technology solution, as provided by the DEPARTMENT. These devices must incorporate the latest version of either the iOS or Android operating system, and a Qualcomm Snapdragon Quad-core, Apple A9 or Exynos 7 octa-core processor (or equivalent).

The cost of the machinery, equipment tools, and vehicles including, but not limited to pliers, multi-meters, crimp tools, Ethernet packet sniffers, hammers, shovels, battery or electrical power tools, laptop computers, video monitors, vehicles, etc., shall be the VENDOR'S responsibility. The VENDOR shall be responsible for maintaining their equipment, machinery, tools, and vehicles, and all fixed and recurring costs for these items throughout the term of this CONTRACT.

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All measurement equipment and tools shall be calibrated by the manufacturer's certified calibrator and be calibrated on the frequency required by the manufacturer. These equipment and tools include, but are not limited to:

- OTDR,
- Oscilloscopes,
- Waveform and video generators,
- Multi-meters, and
- Earth ground testers,

The DEPARTMENT may, at its sole discretion, provide certain maintenance and measurement tools/equipment for the VENDOR to use under this CONTRACT.

The VENDOR shall maintain and inventory all equipment and tools associated with this CONTRACT, including items provided by the DEPARTMENT. The VENDOR shall ensure that all warranties remain valid on all equipment and that they are properly calibrated for the duration of the CONTRACT.

4.9.5.1 Control of Equipment

The VENDOR shall maintain and store equipment associated with this CONTRACT at the TMC or other location(s) approved by DEPARTMENT'S Project Manager. Storage locations shall be marked specifically for this CONTRACT and shall not be used for any other purposes. Parts or equipment to be stored outside the DEPARTMENT'S storage area shall be authorized by DEPARTMENT'S Project Manager; by default all spare parts or equipment not installed and operating shall be stored at the storage area dedicated to this project as approved by DEPARTMENT'S Project Manager.

The VENDOR shall secure a new storage container(s), as necessary, under this CONTRACT to store spare parts at the location(s) designated by the DEPARTMENT. The DEPARTMENT may elect for the VENDOR to pick-up and deliver parts as needed to locations in the geographic coverage area of this CONTRACT.

4.10 Criteria for Performance Evaluation (Performance Measures)

Throughout the term of the CONTRACT, the DEPARTMENT will conduct reviews of various phases of the VENDOR'S operations to determine compliance with the CONTRACT and the sufficiency with which control procedures are applied to assure activities are in conformity with CONTRACT provisions and DEPARTMENT procedures. Activities include system availability (uptime), data management, and general performance measures.

Immediate remedial action is required for deficiencies to correct work that is not at the level of accepted performance. Failures to correct deficiencies shall result in assessment of liquidated damages.

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4.10.1 Staff Performance

VENDOR staff performance will be reviewed with regard to work quality, professionalism, reliability, and punctuality, and other performance assessments consistent with DEPARTMENT policy.

4.10.2 Availability

The VENDOR will be evaluated with respect to overall responsiveness to DEPARTMENT requests. Response times longer than those agreed upon between the VENDOR and the DEPARTMENT or instances when the DEPARTMENT is unable to reach the VENDOR to request services under this CONTRACT will negatively impact evaluation of availability.

4.10.2.1 Staff Availability

VENDOR staff assigned to this CONTRACT will be evaluated with respect to reliability and responsiveness.

4.10.2.2 System and Device Uptime

SYSTEM, equipment, and SunGuide software reliability are CONTRACT performance indicators. The VENDOR will implement and maintain tools that collect and report SYSTEM availability, including SYSTEM device and overall SYSTEM uptime percentages. Tools and network access used to determine device and system availability must be coordinated with, and approved by, the DEPARTMENT Project Manager. Uptime percentages must be monitored and reported for the following:

1. CCTV cameras,
2. Network devices,
3. Vehicle detection systems,
4. DMS and EDS, and
5. TMC systems (i.e., video wall, TMC central computer system).

Anything less than 100 percent functional is considered "down." The DEPARTMENT shall be responsible for the operation and maintenance of a network monitoring system (NMS) software used to monitor and manage the SYSTEM communications network. The DEPARTMENT shall configure the NMS to communicate with ITS field network devices via simple network management protocol, allowing field devices to be auto-discovered, monitored, and controlled. The NMS determines and displays physical and logical connectivity in networks as well as information pertaining to protocols running over the network. The DEPARTMENT shall expand the NMS as the growth of the SYSTEM network warrants.

The VENDOR shall be responsible for developing an availability report and submit it for approval to the DEPARTMENT'S Project Manager. Availability reports using a tabular format with line charts that display historical device system availability carried forward

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for the duration of the CONTRACT are acceptable. Coordinate the final format of reports with the DEPARTMENT's Project Manager. The VENDOR shall develop the report using data recorded in the NMS and in conjunction with information collected through TMC operations and the DEPARTMENT'S Project Manager.

The report shall include the uptime of all device systems and subsystems, including but not limited to, CCTV cameras, encoders, network communications, VDS, and DMS. This information shall be included with the weekly report and as a stand-alone annual report documenting the total downtime and percentage available, i.e., 99.999 percent for that year per device, with a weighted average for the total equipment percentage reported. Downtime related to incidents or natural disasters shall be recorded separately from all other SYSTEM failures.

4.10.3 Response Times

Response times shall be determined by work priority as defined below:

Work Priority	Description
EMERGENCY	Any SYSTEM infrastructure item that is in a condition that is unsafe and/or may present a life-threatening condition, such as structural failure or potential structure failure due to incident or weather damage, system-wide outage, DMS message being stuck on a sign, fiber cuts, electrical risks, or potential fire risks. Also included is any other response deemed an emergency by the DEPARTMENT'S Project Manager
URGENT	Any SYSTEM component that results in more than one device being down or unusable by the TMC or creates the potential for a system-wide outage. Also included is any other response deemed urgent by the DEPARTMENT'S Project Manager.
PRIORITY	Any SYSTEM infrastructure or component service request for general service or installation as deemed a priority by the DEPARTMENT'S Project Manager.
ROUTINE	All other calls.
Work Priority	Response Time
EMERGENCY	En-route in 1 hour (24x7x365) to site.
URGENT	En-route in 3 hours (24x7x365) to site.
PRIORITY	En-route 6 Hours (24x7x365) to site.
ROUTINE	Next Business Day (DOT Holidays Excluded)

4.10.4 Repair Times

The following are the minimum repair times for the devices indicated. CCTV – 24 hours, MVDS – 48 hours, DMS – 24 hours.

4.10.5 General Performance Measures

General performance measures will be used to indicate how well the VENDOR is adhering to their proposal for this CONTRACT. General performance measures include:

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- Adherence to proposed staffing levels - report the number of working staff hours for the month versus the VENDOR'S proposed staffing hours;
 - Adherence to operating hours - report the number of hours the SYSTEM was operational during the month versus the hours of operation established by the DEPARTMENT as well as the number of hours worked by the VENDOR'S assigned staff versus the hours of operation established by the DEPARTMENT.
- Other data as agreed to between the VENDOR and the DEPARTMENT.

5 SERVICES/MATERIALS PROVIDED BY THE DEPARTMENT

Department Contract Management, coordination, access, reviews, and existing reports/studies will be provided by the DEPARTMENT.

5.1 Contract Management

The DEPARTMENT will assign a Project Manager to be responsible for coordination with the VENDOR and the direct management of their personnel as required performing work on behalf of the DEPARTMENT under this CONTRACT.

5.2 Coordination

The DEPARTMENT Project Manager will assist the VENDOR with coordination of activities and maintenance activities with other stakeholders and work performed on behalf of the DEPARTMENT under this CONTRACT.

5.3 Access to Facilities

The DEPARTMENT will provide access to DEPARTMENT facilities and resources in accordance with DEPARTMENT policies and procedures.

5.4 Spare Parts and incidental materials

The DEPARTMENT may choose to directly purchase SYSTEM devices, parts, and other materials. The VENDOR will take full responsibility for safeguarding materials provided by the DEPARTMENT in accordance with the requirements of this CONTRACT.

6 CONTRACT MONITORING/PROGRESS REPORTING/COORDINATION

The DEPARTMENT will use VENDOR reports and periodic contact with the VENDOR to monitor the contract and VENDOR compliance with agreement terms and conditions, applicable laws, and regulations. Contract monitoring will also be used to verify that activities are being or have been performed in accordance with this agreement; that deliverables have been completed; that funds have been accounted for and used appropriately; and that the goals and objectives of this CONTRACT are being met by the VENDOR. The VENDOR is required to develop and maintain a two-week "look ahead" schedule to assist with coordination and monitoring of work performed under the CONTRACT. Coordinate the format of the schedule and the frequency of updates with the DEPARTMENT Project Manager.

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6.1 Status Reports

The VENDOR shall maintain complete and accurate records, in hard copy and electronic file acceptable to and approved by the DEPARTMENT for all SYSTEM maintenance activities and any other events relating to the CONTRACT. All documentation shall be kept in The VENDOR'S office or other DEPARTMENT-designated location(s).

Project records, files, and equipment owned by the DEPARTMENT shall be delivered to the DEPARTMENT within 30 calendar days prior to submittal of the final invoice by the VENDOR. Final payment shall not be rendered by the DEPARTMENT until all of the conditions of the CONTRACT have been met.

The VENDOR shall keep a documented log of each and every device location. Preventive and routine maintenance, repair logs, parts replacement, special notes, recommendations, and equipment warranty records (if available) shall be included as part of the device log. Multiple device logs can be compiled into a single site log if multiple devices are at a single location. This log shall be presented to the DEPARTMENT by the fifth working day of each month and shall be in an Excel 2003 or later format. The format of the document shall be in a sortable column format that has been pre-approved by the DEPARTMENT.

Device records, at a minimum, shall include, but not be limited, to the following:

- Device location;
- Date and time of failure;
- Description of failure or issue and impacts;
- Report of failure source;
- Technician responding;
- Arrival time at device location;
- Site conditions noted, i.e., weather, accident, or fire;
- Actions taken (successful or otherwise);
- Date and time of resolution;
- Spare parts used: type, model, serial, and control number;
- Photo documentation (digital only);
- Replaced parts: type, model, serial, and control number;
- Action for replaced parts, i.e., in-house repair or return to factory; and
- General notes.

It shall be the VENDOR'S responsibility to maintain complete and accurate records of all work activities and all other events relating to this CONTRACT. Project records shall include, but not be limited to, such items as status reports, meeting notes, cost proposals, invoices, current, and historical inventory records, locate tickets and reports, updated as-built plans, time sheets, and VENDOR'S staff records. Project files shall contain all

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correspondence to and from the VENDOR and subcontractors; consultants; manufacturers; equipment vendors; local, state, and federal agencies; etc., as related to this CONTRACT. These files shall also include all materials information obtained by or given to the VENDOR. All records shall be categorized and organized by date, activity, and subject. Paper documentation shall be scanned into an electronic format and become part of an electronic document repository for the CONTRACT.

The project files shall be established such that they can be delivered to the DEPARTMENT'S Project Manager.

6.1.1 Bi-Weekly Report

The VENDOR prepare and have available for viewing at the request of the DEPARTMENT a bi-weekly status report describing all activities to the DEPARTMENT'S Project Manager. The bi-weekly status reports shall commence at CONTRACT Notice to Proceed (NTP) and shall continue for the duration of the CONTRACT. This report shall include descriptions of all services performed and results of testing conducted during the report period. The report format shall be coordinated with the DEPARTMENT Project Manager. The report shall be a collection of events, data, calculations, decisions, instructions, notifications, circumstances, and work performed each day during the CONTRACT period. The bi-weekly status report shall include, but not be limited to, the following information:

- System availability (summary);
- Device location;
- Date and time of equipment failures identified/reported;
- Description of failure or issue and impacts;
- Source of failure report;
- Technician responding;
- Arrival and departure times;
- Site conditions noted, i.e., weather, accident, or fire;
- Actions taken (successful or otherwise);
- Date and time of resolution;
- Parts used: type, model, serial, and control number;
- Photo documentation (digital only);
- Action for replaced parts, i.e., in-house repair or return to factory; and
- General notes.

6.1.2 Monthly Report

The purpose of the monthly report is to provide a summary of all work performed by the VENDOR and the status of that work over one month's period. The VENDOR shall supply a monthly report on the fifth working day of the month following the monthly report period of the CONTRACT. This report shall include all information collected

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during the reporting period; device availability information; preventive maintenance plan update and progress; and a work breakdown listing the technician, equipment utilized, and repair procedure for each occurrence of work. This report shall also document and certify that all work has been completed in accordance with manufacturer's specifications or as directed by the DEPARTMENTS Project Manager, and any routine and/or preventive maintenance that was carried out as per manufacturer's recommendations. This report shall include an assessment by the VENDOR of equipment failures and their causes such as design/construction errors, age of component, environmental problems, and lightening/surge/power inadequacies. This report can be a compilation of the Bi Weekly Reports.

6.1.3 Quarterly Report

The VENDOR shall develop and submit a quarterly report to the DEPARTMENT Project Manager to provide a summary of all work performed by the VENDOR and the status of work over a three-month period.

The VENDOR shall supply a quarterly report on the fifth DEPARTMENT workday of the month following the quarterly report period duration of the CONTRACT. This report shall include all information from the monthly report for the previous three months and device availability information. This report shall also document and certify that all work has been completed in accordance with manufacturer's recommendations and DEPARTMENT specifications. This report shall include an assessment by the VENDOR of equipment failures and their causes, such as design/construction errors, aging, environmental problems (such as lightning/surge/power issues), etc.

6.2 Meetings

The VENDOR will be required to participate in monthly meetings relating to SYSTEM maintenance as requested by the DEPARTMENT Project Manager. The VENDOR is required to provide minutes within two working days of each meeting. One week is required for Department review and comment.

6.3 Transition Plan

The VENDOR shall be responsible for developing a Transition Plan and submitting it for approval to the DEPARTMENT's Project Manager within 30 days after CONTRACT execution date. The transition plan shall detail how the VENDOR will work with the current service provider to ensure a seamless transfer of maintenance service and to ensure continuous (24x7x265) system operation and functionality of all components of the SYSTEM. The transition period will occur from the time of this CONTRACT execution until the time the previous contract expires.

6.4 Project Management Plan

The VENDOR shall be responsible for creating the Project Management Plan and submitting it for approval to the DEPARTMENT'S Project Manager within 30 days after CONTRACT NTP. The Project Management Plan shall include, but not be limited to, the VENDOR'S staffing plan, hiring plan, tiered staff support plan, hurricane evacuation

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plan, emergency response plan, generator maintenance and refuelling plan, and vehicle maintenance plan.

6.5 Standard Operating Procedures

The VENDOR shall be responsible for developing, maintaining, and further refining SOP for maintenance services and submitting the SOP to the DEPARTMENT'S Project Manager for approval within 60 days after CONTRACT notice to proceed. The SOP shall establish guidelines and procedures for maintenance responsibilities and create an atmosphere conducive to teamwork, accuracy, consistency, and professionalism. At a minimum, the SOP will be reviewed every year, and recommended updates must be submitted to the DEPARTMENT'S Project Manager for review and approval.

7 SUBMITTALS/DELIVERABLES

The MIMS Ticket will serve as the Task Work Order (TWO) for any and all work authorized and performed under this contract.

7.1 Estimates

Estimates will be submitted on request and attached in the MIMS Ticket for approval prior to receiving approval to begin work.

7.2 Replacement Equipment Submittal

All requests to purchase replacement equipment will be submitted in the MIMS Ticket for approval prior to ordering.

7.3 Maintenance Documentation

All documentation of action taken is required to be entered into the MIMS Ticket prior to resolving the ticket.

7.3.1 Maintenance Checklists

Preventative Maintenance Checklists will be submitted for approval by the DEPARTMENT within 30 days of NTP. Completed checklists will be maintained by the VENDOR and subject to review at the request of the DEPARTMENT.

7.3.2 Maintenance Logs

All maintenance activities will be logged in the MIMS Ticket.

7.3.3 As-Built Plans

The VENDOR will keep a current copy of all as-built plans through the duration of this contract.

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8 WORK AUTHORIZATION AND COMPENSATION

Work authorization and compensation is described in the attached EXHIBIT "B,"
METHOD OF COMPENSATION.

9 FINANCIAL CONSEQUENCES

9.1 Liquidated Damages

This CONTRACT contains liquidated damages. The VENDOR acknowledges that failure to complete the services by the completion date designated on the CONTRACT document or TWO, or meet up-time requirements shall cause the DEPARTMENT to incur damages and seek compensation.

Therefore, in the event the VENDOR fails to complete services by the completion dates designated in the CONTRACT or TWOs, the DEPARTMENT shall exercise the remedy of liquidated damages against the VENDOR, in the amount of \$150.00 per day for each calendar day after the designated completion date that the VENDOR fails to complete the services. If the DEPARTMENT allows the VENDOR to continue and finish the services or any part of the services after the expiration of the time allowed, then the DEPARTMENT'S action shall in no way act as a waiver on the part of the DEPARTMENT of the liquidated damages due under this CONTRACT. The Vendor shall pay said sum to the DEPARTMENT not as a penalty, but as liquidated damages.

The VENDOR will continuously collect and assess data for performance monitoring. The VENDOR will submit a monthly performance measures program report that indicates how well the overall system is operating in terms of uptime and system availability. An overall score of 90% device uptime is required. Components of the report include:

1. Element ratings that determine effectiveness of incident management, system availability, data management, and general performance measurement; and
2. Characteristic ratings that determine effectiveness of ITS devices associated with the element ratings.

Additionally the VENDOR is required to certify that ITS components have been maintained in conformance with the device manufacturer recommendations and that warranties remain in effect.

9.2 Other Financial Consequences

It is recognized that this CONTRACT includes "performance based" criteria that shall be evaluated periodically by the DEPARTMENT.

For occurrences where the DEPARTMENT determines that the VENDOR does not meet or exceed the performance standards established herein, the DEPARTMENT shall reserve the right to assess penalties that shall be deducted from the VENDOR'S monthly invoice.

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Infractions that will result in invoice payment reductions for nonperformance shall include, but are not limited to:

- Not providing the Preventive Maintenance Plan Schedule when required - \$250.00 per occurrence, per day.
- Not providing the maintenance logs when required - \$75.00 per occurrence, per day.
- Not conducting preventive maintenance on time and as required - \$100.00 per occurrence, per day.
- Not meeting the diagnostic services response times - \$75.00 per occurrence, per hour.
- Not meeting response times - \$75.00 per occurrence, per hour.
- Not fulfilling warranty requirements - \$250.00 per occurrence, per device.
- Not performing an authorized task within the specific time - \$75.00 per occurrence, per day.
- Not providing proper level of staffing required - \$100.00 per occurrence.
- Not meeting dress code - \$75.00 per occurrence.
- Not meeting required inventory levels - \$100.00 per occurrence, per day.
- Not submitting progress reports on time - \$100.00 per occurrence, per day.
- Not providing the required equipment within 24 hours of DEPARTMENT'S request - \$250.00 per occurrence, per day.
- Not keeping generators fueled - \$100.00 per site, per day.

The list above is not inclusive of all non-performance that causes payment reductions. For any non-performance infractions not specifically listed above, the DEPARTMENT will notify the VENDOR and add the infraction(s) and assign a payment reduction between the amounts of \$75.00 and \$250.00 per event depending on the severity of the infraction, as determined by the DEPARTMENT.

Application of this non-performance reduction in payment will not waive the DEPARTMENT'S right to terminate this CONTRACT in the interest of the DEPARTMENT.

9.3 Invoice Payment Reductions

The DEPARTMENT will reduce invoice payments in order to assess penalties as a result of poor VENDOR performance.

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The attached Department of Management Services form PUR 1000 is hereby incorporated into this Scope of Services by this reference, except that the following paragraphs do not apply: 5, 11, 19, 20, 22, 23, 25, 26, 27, 29, 31, 35, 40, 41, and 42. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the Contract. That substance located elsewhere continues to apply regardless of this exception paragraph.

**State of Florida
PUR 1000
General Contract Conditions**

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the

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Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the

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marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

~~5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.~~

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

~~11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall~~

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~~be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.~~

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be

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automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract. At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN. Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

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17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

~~**19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer. Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall~~

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~~not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.~~

~~**20. Limitation of Liability.** 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.~~

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase

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orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

~~22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

~~23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.~~

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could

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occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

~~25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.~~

26. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

~~27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void. Purchase orders for a one-time delivery of commodities or~~

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~~performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract. Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract. Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.~~

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. ~~The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.~~

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30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

~~**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.~~

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession

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of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

~~**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.~~

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to

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extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor,

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and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT "B"

RFP-DOT-15-16-5005-ITS

METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits of compensation to be made to the Vendor for the services set forth in Exhibit "A", Scope of Services, and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. A "Task Work Order" (TWO) will be issued by the Department's Project Manager to authorize all work assigned under this contract. The services authorized shall be initiated and completed in accordance with Exhibit "A", Scope of Services, as directed by the Project Manager.

3.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Limiting Amount of \$ 300,000.00. It is agreed that this amount will be the limit of all compensation due the Vendor for performance of the services described in Exhibit "A". The Vendor shall not provide services that exceed the maximum limiting amount without an approved Amendment from the Department.

The total amount of this agreement is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature.

Currently, \$ 300,000.00 of the total amount has been approved and encumbered for this contract. Therefore, it is agreed that the Vendor will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Vendor for costs or make payments in excess of currently established funding. The Department will provide written authorization if and when subsequent funding is approved and encumbered for this contract.

4.0 ESTABLISHMENT OF TASK WORK ORDER (TWO) AMOUNT:

4.1 – ROUTINE, RECURRING SERVICES: The Project Manager may issue a general services TWO for routine, recurring general support services (routine preventative maintenance, diagnostic and troubleshooting services, repairs, and locates, etc.). The TWO shall provide a maximum limiting dollar amount for the services to be performed during the period of time specified in the TWO. The Vendor will only be paid for the actual work completed and will not be paid for work in excess of the maximum limiting amount specified in the associated TWO unless an amendment is issued to the TWO prior to the performance of those services. All work authorizations shall be completed within the term of this Agreement.

4.2 – PROJECT SPECIFIC: For each "Task Work Order" (TWO) the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the unit prices established in Table 1 below, and allowable expenses. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a "Task Work Order" shall be issued by the Project Manager specifying the work to be done, the timeframe, and the maximum dollar amount for the Task Work Order. The Vendor will only be paid for the actual work completed and will not be paid for work in excess of the maximum limiting amount specified in the associated TWO unless an amendment is issued to the TWO prior to the performance of those services. All work authorizations shall be completed within the term of this Agreement.

5.0 DETAILS OF UNIT PRICES

Details of the Vendor's Unit Prices for the delivery/performance of the items and services set forth in Exhibit "A" are contained in Table 1 below. The contract unit prices shall be firm, net, delivered prices, F.O.B. destination, and shall include all charges for packing, handling, freight, distribution, and inside delivery, as well as the costs of salaries, overhead, fringe benefits, operating margin, and any fees or administrative costs related to the items provided and/or the work performed.

Equipment, materials, vehicles, tools, etc. necessary to perform maintenance, locates, parts/equipment replacement, and troubleshooting/diagnostic services are incidental and shall be included in the contract unit prices unless stated otherwise in a TWO. The Vendor will not be allowed a mark-up on the costs of any incidental materials or equipment as those costs are included in the contract unit prices. No additional compensation will be made for preventative and/or routine maintenance activities performed at night.

Table 1

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE
STAFFING		
A300-1	ITS PROJECT MANAGER	\$ 98.75 /HR
A300-2	COORDINATOR/ADMINISTRATIVE ASSISTANT	\$ 58.38 /HR
A300-3	ITS MAINTENANCE TECH	\$ 67.88 /HR
A300-4	ELECTRICIAN	\$ 62.37 /HR
A300-5	UTILITY TECH	\$ 52.25 /HR
A300-6	FIBER TECHNICIAN	\$ 51.38 /HR
MOBILIZATION AND MOT		
A101-1-1	MOBILIZATION – LEVEL 1	\$ 12,500.00 /ea.
A101-1-2	MOBILIZATION – LEVEL 2	\$ 1,175.00 /ea.
A101-1-3	MOBILIZATION – LEVEL 3	\$ 1,475.00 /ea.

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE
A102-1-1	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 1	\$ 1,045.00 /day
A102-1-2	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 2	\$ 1,155.00 /day
A102-1-3	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 3	\$ 1,292.50 /day
A102-1-4	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 4	\$ 1,842.50 /day
A102-1-5	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 5	\$ 1,292.50 /day
A102-1-6	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 6	\$ 1,842.50 /day
A102-1-7	MAINTNENANCE OF TRAFFIC (MOT) – LEVEL 7	\$ 6,630.00 /day
SERVICES		
630-2-11	CONDUIT, F&I, OPEN TRENCH	\$ 8.65 /LF
630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	\$ 18.89 /LF
630-2-12	CONDUIT, F&I, ABOVEGROUND	\$ 17.24 /LF
633-1-111	FIBER OPTIC CABLE, F&I, OVERHEAD, 12 FIBERS SM	\$ 1.89 /LF
633-1-112	FIBER OPTIC CABLE, F&I, OVERHEAD, 24 FIBERS SM	\$ 1.98 /LF
633-1-113A	FIBER OPTIC CABLE, F&I, OVERHEAD, 72 FIBERS SM	\$ 2.35 /LF
633-1-113B	FIBER OPTIC CABLE, F&I, OVERHEAD, 96 FIBERS SM	\$ 2.75 /LF
633-1-114	FIBER OPTIC CABLE, F&I, OVERHEAD, 144 FIBERS SM	\$ 3.50 /LF
633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 12 FIBERS SM	\$ 1.65 /LF
633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 24 FIBERS SM	\$ 1.71 /LF
633-1-123A	FIBER OPTIC CABLE, F&I, UNDERGROUND, 72 FIBERS SM	\$ 2.09 /LF
633-1-123B	FIBER OPTIC CABLE, F&I, UNDERGROUND, 96 FIBERS SM	\$ 2.55 /LF
630-2-7A	CONDUIT, LOCATE (INITIAL CALL AND UP TO 100')	\$ 89.79 /EA
630-2-7B	CONDUIT, LOCATE (ADDITIONAL FOOTAGE BEYOND FIRST 100')	\$ 0.18 /LF
633-1-124	FIBER OPTIC CABLE, F&I, UNDERGROUND, 144 FIBERS	\$ 2.95 /LF
633-1-410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	\$ 1.55 /LF
633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	\$ 1.35 /LF
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	\$ 35.50 /LF
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	\$ 37.00 /LF
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	\$ 675.94 /LF
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	\$ 51.29 /LF
633-8-1	MULTI-CONDUCTOR COMMUNICATION CABLE, FURNISH & INSTALL	\$ 4.25 /LF
633-8-4	MULTI-CONDUCTOR COMMUNICATION CABLE, RELOCATE	\$ 1.25 /LF
633-8-5	MULTI-CONDUCTOR COMMUNICATION CABLE, ADJUST/MODIFY	\$ 1.25 /LF
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	\$ 475.00 /EA
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	\$ 975.00 /EA
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	\$ 1,738.00 /EA
635-2-40	PULL & SPLICE BOX, RELOCATE	\$ 650.00 /EA
635-2-50	PULL & SPLICE BOX, REPAIR	\$ 285.00 /EA
639-2-1	ELECTRICAL SERVICE WIRE (#6 TYP.)	\$ 2.10 /LF

639-2-4	ELECTRICAL SERVICE WIRE, RELOCATE	\$ 1.10 /LF
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	\$ 1,589.00 /EA
639-3-12	ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	\$ 2,459.00 /EA
639-3-60	ELECTRICAL SERVICE DISCONNECT, REMOVE	\$ 565.00 /EA

639-4-82	EMERGENCY GENERATOR, PREVENTIVE MAINTENANCE AND SERVICE, PORTABLE, 4 CYLINDER	\$ 1,647.00 /MO
639-4-83	DEPLOYMENT OF FDOT FURNISHED EMERGENCY GENERATOR, INCLUDES MONITORING AND REFUELING	\$ 3,625.00 /DAY
639-4-9	EMERGENCY GENERATOR - DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 321.00 /EA
639-10	ELECTRICAL POWER SERVICE DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 229.00 /EA
641-2-13	PRESTRESSED CONCRETE POLE, F&I, TYPE P-III	\$ 5,309.00 /EA
660-3-11	VEHICLE DETECTION SYSTEM- MICROWAVE, F&I, CABINET EQUIPMENT	\$ 900.00 /EA
660-3-12	VEHICLE DETECTION SYSTEM- MICROWAVE, F&I, ABOVE GROUND EQUIPMENT	\$ 6,987.00 /EA
660-3-31	VEHICLE DETECTION SYSTEM- MICROWAVE, INSTALL FDOT FURNISHED CABINET EQUIPMENT	\$ 500.00 /EA
660-3-32	VEHICLE DETECTION SYSTEM- MICROWAVE, INSTALL FDOT FURNISHED ABOVE GROUND EQUIPMENT	\$ 750.00 /EA
660-3-42	VEHICLE DETECTION SYSTEM - MICROWAVE, RELOCATE, ABOVE GROUND EQUIPMENT	\$ 1,150.00 /EA
660-3-51	VEHICLE DETECTION SYSTEM- MICROWAVE, ADJUST/MODIFY, CABINET EQUIPMENT	\$ 240.00 /EA
660-3-52	VEHICLE DETECTION SYSTEM - MICROWAVE, ADJUST/MODIFY, ABOVE GROUND EQUIPMENT	\$ 355.00 /EA
660-3-60	VEHICLE DETECTION SYSTEM - MICROWAVE, REMOVE	\$ 650.00 /EA
660-3-80	VEHICLE DETECTION SYSTEM - MICROWAVE, PREVENTIVE MAINTENANCE	\$ 240.00 /EA
660-3-90	VEHICLE DETECTION SYSTEM - MICROWAVE, DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 240.00 /EA
677-1-8	EQUIPMENT SHELTER, PREVENTIVE MAINTENANCE	\$ 205.00 /EA
682-1-30	ITS CCTV CAMERA, INSTALL	\$ 483.00 /EA

682-1-80	CCTV CAMERA PREVENTIVE MAINTENANCE	\$ 198.00 /EA
682-1-90	CCTV CAMERA DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 250.00 /EA
682-2-91	VIDEO DISPLAY EQUIPMENT, VIDEO DISPLAY CONTROL SYSTEM, DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 1,500.00 /EA
682-2-82	VIDEO DISPLAY EQUIPMENT, VIDEO WALL DISPLAY, PREVENTIVE MAINTENANCE	\$ 550.00 /EA
682-2-92	VIDEO DISPLAY EQUIPMENT, VIDEO WALL DISPLAY, DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 3,200.00 /EA
684-1-1	MANAGED FIELD ETHERNET SWITCH, F&I	\$ 1,689.00 /EA
684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL	\$ 350.00 /EA
684-5-1	MEDIA CONVERTER, F&I	\$ 494.00 /EA
684-5-3	MEDIA CONVERTER, INSTALL	\$ 175.00 /EA
700-8-112	FRONT ACCESS DYNAMIC MESSAGE SIGN, F&I, WITH UPS, MONOCHROME 12-20 SQ. FT.	\$ 21,304.74 /EA
700-8-122	FRONT ACCESS DYNAMIC MESSAGE SIGN, F&I, WITH UPS, TRI-COLOR 12-20 SQ. FT.	\$ 21,981.00 /EA
700-9-237	WALK-IN DYNAMIC MESSAGE SIGN, F&I, WITHOUT UPS, FULL COLOR, 201-300 SQ. FT.	\$ 145,207.20 /EA

700-9-4	WALK-IN DYNAMIC MESSAGE SIGN, INSTALL	\$ 6,222.00 /EA
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700-9-7	WALK-IN DYNAMIC MESSAGE SIGN, PREVENTIVE MAINTENANCE	\$ 250.00 /EA
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700-9-8	WALK-IN DYNAMIC MESSAGE SIGN, DIAGNOSIS AND MISCELLANEOUS REPAIR	\$ 275.00 /EA
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- 6.0 The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory performance of the services detailed in each TWO, the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made, for the items and services provided, at the unit prices specified in Table 1, as approved by the Department.

Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. Allowable costs should be task related and not include items normally associated with overhead which is part of the billable rates. **Invoice shall include documentation of hours provided and itemization of costs incurred (including receipts).** Bills for travel expenses authorized by the terms of this Agreement and the Department's Project Manager and shall be submitted in accordance with Section 112.061, Florida Statute.

Invoices shall be submitted to: Florida Department of Transportation
Attn: Project Manager-Traffic Operations
719 South Woodland Boulevard
DeLand, Florida 32720-6834

The Vendor has certified that 0 % MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link: <https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application.

7.0 REIMBURSEMENT FOR MANUFACTURER REPAIRS/PARTS

Reimbursement for manufacturer-repairs or replacement parts may be made for the invoiced cost of repairs and parts, plus a mark-up of 10% and does not include any installation costs. Payment will be made upon acceptance of the system component by the DEPARTMENT. This payment does not include manufacturer repair for items covered by a manufacturer's warranty. The VENDOR shall provide the DEPARTMENT copies of all invoices from material and service providers relating to this contract. An estimate must be approved by the DEPARTMENT'S Project Manager before any parts may be purchased or work may be done.

Approved expense items not contained in this price sheet shall be purchased in accordance with 60A-1.002, Florida Administrative Code, and include a minimum of two quotes for any item greater than \$2500. Services by specialists not included in this price sheet may be

required at times and shall be obtained by the same practice as commodities.

8.0) DAMAGE CAUSED BY VEHICLE CRASHES

All costs related to repair of damage caused by vehicle crashes shall be borne by the DEPARTMENT. The VENDOR will be responsible for reporting damage found during any of the maintenance tasks defined in Exhibit "A" Scope of Services, which appears to be related to a vehicle crash. The time spent investigating the damage may be handled, at the DEPARTMENT'S discretion, under a general services TWO held open for on-going support services. An estimate must be approved by the DEPARTMENT'S Project Manager before any work may be done. When the work is completed, the VENDOR must send a copy of the invoice for those repair services to the DEPARTMENT'S Project Manager so that a claim may be filed with the responsible party's insurance company.

9.0 FINANCIAL CONSEQUENCES

Financial consequences shall be applied as stated in Section 9 of Exhibit "A", Scope of Services.

10.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # BE138

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

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The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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PROCUREMENT
05/15
Page 3 of 3

connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. 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 shall comply with 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."

Attachment: FDOT Contract BE138 (2142 : OH to UB ITS Fiber Optic Cable Pulling)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 1

375-040-07
 PROCUREMENT
 10/13

Amendment # 1

Agreement No.	<u>BE138</u>
Financial Project I.D.	<u>245316-1-72-16</u>
Vendor No.	<u>F593511800</u>
Procurement No.	<u>RFP-DOT-15-16-5005-ITS</u>
DMS Catalog Class No.	<u>81102201, 73152108</u>

This Agreement, made and entered into this _____ day of _____, _____
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
Advanced Cabling Solutions, Inc.
201 Reece Way, Suite 1431
Casselberry, Florida 32707
 duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on March 29, 2016,
 entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to
 furnish certain services in connection with Intelligent Transportation System (ITS) Maintenance Services
 ; and

WHEREAS, the Department has determined it necessary to amend the agreement to replace Paragraph
4.2.3 Utility Locating Services, add Paragraph 4.1.7 Contract Administration to Exhibit "A" as attached hereto

NOW, THEREFORE, this Agreement witnesseth the following amendment is made;
Revisions to Exhibit "A", Scope of Services, replacing in its entirety Paragraph 4.2.3 Utility Locating Services and
adding Paragraph 4.1.7 Contract Administration with additional pay items attached hereto and are hereby added to the
contract.

In the Standard Written Agreement (SWA), Section 4 is hereby modified to include the Insurance Requirements of the
Standard Specification Section 7-13 as attached hereto.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments
 thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and
 year set forth above.

Advanced Cabling Solutions, Inc.

Name of Vendor

BY:

Authorized Signature

Joseph W. Muniz
 (Print/Type)

Title:

President

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

BY:

Alan E. Hyman, P.E.

(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

Revision to Exhibit "A"
Scope of Services

Paragraph 4.2.3 Utility Locating Services

Shall be replaced in its entirety as follows:

The VENDOR shall be responsible for locating and designating existing and future subsurface utilities associated with the SYSTEM. Cost to repair or replace underground facilities damaged as a result of incorrect locates shall be the responsibility of the VENDOR. The VENDOR must register with the Sunshine 811 System within 30 days of CONTRACT execution. The VENDOR shall be responsible for evaluating all locate tickets within the geographic area defined in this CONTRACT and shall be responsible for locating all DEPARTMENT owned communications Infrastructure (including FOC) and electrical conductors within the ITS. Billing and payment for locates must be based on hourly technician rates which include administrative costs associated with ticket review and processing in the 811 call ticket database. The VENDOR will be required to locate specific ITS facilities and document their findings within plan sets or another method approved by the DEPARTMENT's Project Manager.

Paragraph 4.1.7 Contract Administration

Shall be added as follows:

Monthly Contract Administration is to cover the Management, Preventative Maintenance Services, and Mobilization as defined in Exhibit "A", Scope of Services, of the original Agreement.

Attachment: Modifications (2142 : OH to UB ITS Fiber Optic Cable Pulling)

Approved FDOT
Vendor

[illegible]

INSURANCE.

**Insurance requirements for work performed within the Sunrail corridor;
Section 7-13 as modified from the Standard Specifications for Road and Bridge Construction.**

In addition to the Insurance requirements contained in then Standard Written Agreement, the following are hereby added. The Vendor shall provide certificates of insurance as requested by the Department and shown below.

7-13 Insurance.

7-13.1 FELA and Workers' Compensation Insurance: If the Federal Employers' Liability Act (FELA) applies to Contractor, then provide coverage in the greater of the amount required by federal law or a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence

If or to the extent that FELA does not apply, provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

7-13.2 Commercial General Liability Insurance: Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department, and Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, to be each made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department and to each of the other Additional Insureds stated above as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of

Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

7-13.3 Insurance Required for Construction at Railroads: When the Contract includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the Department is the Named Insured, and Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, are each an Additional Insured, and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

7-13.4 Insurance for Protection of Utility Owners: When the Contract involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department, and Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, Florida, as an Additional Insured on the policy/ies procured pursuant to subsection 7-13.2 above.

7- 13.5 Insurance by Others: Require every subcontractor or other third party who may have a contract with Contractor and who may require access on the Corridor during construction to obtain and maintain for the duration of such access an insurance policy or policies with coverage that satisfies the conditions stated in paragraphs 7-13.1, 7-13.2, 7-13.3, and 7-13.4, including causing each of the Named Insureds and the Additional Insureds stated in those paragraphs to be Named Insureds and Additional Insureds on such subcontractor and third party policy or policies. For purposes of this subarticle 7-13.5 the following applies: "Corridor" has the meaning stated in the "INTERLOCAL OPERATING AGREEMENT FOR OPERATION OF THE CENTRAL FLORIDA COMMUTER RAIL SYSTEM By and Between FLORIDA DEPARTMENT OF TRANSPORTATION AND CENTRAL FLORIDA COMMUTER RAIL COMMISSION," Appendix A, at page A-3. That agreement definition mentioned above, and as heretofore amended, is incorporated by reference and may be accessed at www.sunrail.com.

UTILITY OWNERS

Central Florida Rail Corridor Operations and Maintenance Contract

1. AT&T Corp.
2. AT&T Florida
3. CenturyLink s
4. City of DeLand
5. Bright House Networks
6. Florida Gas Transmission Company
7. Duke Energy Florida, Inc. d/b/a Duke Energy, a Florida corporation formerly known as Florida Power Corporation
8. Qwest Communications
9. FPL Fibernet
10. Florida Power & Light Company
11. Florida Public Utilities
12. Level (3) Communications LLC
13. Lake Beresford Water Association, Inc.
14. Comcast SHC Holdings, LLC dba Comcast Communications
15. Verizon Business
16. Seminole County Traffic Engineering
17. Seminole County Environmental Services
18. Embarq Communications Inc. dba CenturyLink
19. Volusia County Water & Utility Service
20. City of Altamonte Springs
21. City of Maitland
22. City of Casselberry
23. City of Longwood
24. City of Lake Mary
25. City of Casselberry
26. City of Sanford
27. City of Winter Park
28. Aqua Utilities Florida, Inc.
29. TECO Peoples Gas
30. South Seminole & North Orange County Waste Water Transmission Authority
31. Utilities, Inc. of Longwood
32. Central Florida Pipeline/Kinder Morgan
33. City of Orlando Bureau of Wastewater
34. Crown Castle f/k/a NexG Networks
35. Kissimmee Utility Authority (Electric Dist.)
36. Sanlando Utilities Corporation
37. Orange County Utilities Engineering
38. Orlando Orange County Expressway Authority (fiber optic network consultant PBS&J)

Attachment: Modifications (2142 : OH to UB ITS Fiber Optic Cable Pulling)

39. Orlando Utilities Commission
40. Taft Water Association, Inc.
41. TOHO Water Authority
42. Osceola County Traffic
43. CSXT (underground facilities)
44. Global Crossings Telecommunications, Inc.
45. AT&T Mobility
46. Florida Governmental Utility Authority
47. Orlando Regional Healthcare Systems, Inc
48. Florida Hospital
49. Orlando Sentinel
50. Sprint
51. TW Telecom Inc.
52. Miller Electric Company
53. Univar USA Inc.
54. Orlando Telephone Company dba Summit Broadband
55. Tower Cloud
56. Windstream Communications
57. Wiring Technologies

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 3

375-040-07
 PROCUREMENT
 10/13

Amendment # 3

Agreement No. BE138
 Financial Project I.D. 245316-1-72-16
 Vendor No. F593511800
 Procurement No. RFP-DOT-15-16-5005-ITS
 DMS Catalog Class No. 81102201, 73152108

This Agreement, made and entered into this _____ day of _____, _____
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
Advanced Cabling Solutions, Inc.
201 Reece Way Suite 1431
Casselberry, Florida 32707
 duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on March 29, 2016,
 entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to
 furnish certain services in connection with Intelligent Transportation System (ITS) Maintenance Services
 _____; and

WHEREAS, the Department has determined it necessary to amend the agreement to add pay items, additional
FPID numbers, and Railroad Insurance Provisions

NOW, THEREFORE, this Agreement witnesseth the following amendment is made;
 The following financial project numbers are added to this contract: 412994-4-52-17, 441152-1-52-01, 441152-1-52-02
Table 1 of Exhibit "B", Method of Compensation has been amended to include the attached Pay Items.

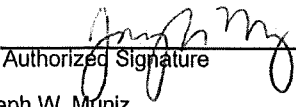
In the Standard Written Agreement (SWA), Section 4 is hereby modified the Insurance Requirements provided in Attachment
1 as attached hereto.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments
 thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and
 year set forth above.

Advanced Cabling Solutions, Inc

 Name of Vendor

BY: 

 Authorized Signature

Joseph W. Muniz

 (Print/Type)

Title: President

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

BY: _____

Alan E. Hyman, P.E.

 (Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: _____

 Procurement Office

LEGAL REVIEW: _____

Attachment: Modifications (2142 : OH to UB ITS Fiber Optic Cable Pulling)

BE138
Amendment 3
Attachment 1

The following pay items are hereby added to Table 1 of Exhibit "B", Method of Compensation

ITEM NO	ITEM DESCRIPTION	UNIT PRICE
A300-12	TERMINAL DOWN GUY, F&I	\$ 375.03 /EA
A300-13	SOD, F&I	\$ 5.19 /SY
110-1-1	CLEARING AND GRUBBING, 10' X 10' AREA	\$ 1496.82 /EA
630-2-11A	CONDUIT, OPEN TRENCH, F&I, 2 – 1.5" PIPES	\$ 9.90 /LF
630-2-12A	CONDUIT, DIRECTIONAL BORE, F&I, 2 – 1.5" PIPES	\$ 20.14 /LF
630-2-12B	CONDUIT, DIRECTIONAL BORE, F&I, 2 – 1.5" PIPES WITH 6" CASING	\$ 40.07 /LF
635-2-12A	PULL & SPLICE BOX, F&I, 24" X 36" X 36" DEPTH	\$ 1103.00 /EA

- The following provisions are required and in addition to the Provisions in the Standard Written Agreement Section 4, Insurance

4.C. (1) "Workers' Compensation Insurance"

(1) **FELA and Workers' Compensation Insurance:** Vendor shall provide coverage under the Federal Employers' Liability Act (FELA) in the greater of the amount required by federal law or a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence.

To the extent that FELA does not apply, Vendor shall provide Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workers' Compensation Law for all employees. If subletting any of the work, ensure that the employees of the subcontractors are covered by similar insurance. Ensure that any equipment rental agreements that include operators who are employees of independent Contractors, sole proprietorships or partners are covered by similar insurance. The Department will accept equivalent approved protection in lieu of insurance.

(2) **Contractors' Public Liability and Property Damages Liability Insurance:** Vendor shall furnish evidence to the Department that, with respect to the operations performed, regular Contractors' Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractors' Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period is carried.

Vendor shall cause the Department, and National Railroad Passenger Corporation (a/k/a

"Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando, to be each an additional insured party on the Contractor's Public Liability and Property Damages Liability policies that insure the Contractor for the described work that it performs under the Contract.

(3) Contractors' Protective Public Liability and Property Damage Liability Insurance: Vendor shall furnish evidence to the Department that, with respect to the operations performed by subcontractors, regular Contractors' Protective Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractors' Protective Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period is carried.

Vendor shall cause the Department, and National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando, to be each an additional insured party on the Contractor's Protective Public Liability and Property Damage Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.

(4) Insurance Required for Construction at Railroads:

(A) General: In addition to any other forms of insurance or bonds required under the terms of the Contract, when the Contract includes the construction of a railroad grade crossing, overpass, or underpass structure, or a railroad crossing signal installation, or any other work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, Vendor shall provide insurance of the types set forth below and in amounts not less than specified herein.

(B) Railroads' Protective Public Liability and Property Damage Liability Insurance: Vendor shall furnish the Department with an original insurance policy that, with respect to the operations performed, will provide, in behalf of the railroad company regular liability insurance providing coverage for bodily injury, death, and property damage limited to a combined single limit of \$2,000,000 per occurrence with an aggregate limit of \$6,000,000 for the term of the policy.

CSX Transportation, Inc. and the Department are to be each a Named Insured on the policy. National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando are to be each an additional insured on the policy.

(5) Insurance for Protection of Utility Owners: When the work under the Contract involves work on or in the vicinity of utility-owned property or facilities, Vendor shall furnish the Department with evidence that, with respect to the operations performed, General Comprehensive Liability Insurance or its equivalent providing for a limit of not less than \$1,000,000 for bodily injury or death to person(s) per occurrence and \$300,000 property damage each occurrence is carried.

The Department and Utility Company are to be Additional Named Insureds, and the policy will be primary to any coverage maintained by the Department or Company. National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company,

Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando, are each to be additional insured on the policy. Vendor shall not make any material change or cancellation to the policy without providing the Department with ten days prior written notice.

(6) **Insurance by Others:** Vendor shall require every subcontractor or other third party who may have a contract with Vendor and who may require access on or to State Property or the Corridor or the Sun Rail Corridor or the FCEN Corridor to obtain and maintain for the duration of such access an insurance policy or policies with coverage that satisfies the conditions stated in this section 4. B. paragraphs (1), (2), (3), (4), and (5), and including causing each of the Named Insureds and the additional insureds stated in those paragraphs to be Named Insureds and additional insureds on such subcontractor or third party policy or policies.

For purposes of this section 4.B. paragraph (6) the following apply: "State Property" has the meaning stated in the "TRANSITION AGREEMENT Between State of Florida Department of Transportation and CSX Transportation, Inc.," Appendix A, at page A-4; and "Corridor" has the meaning stated in the "INTERLOCAL OPERATING AGREEMENT FOR OPERATION OF THE CENTRAL FLORIDA COMMUTER RAIL SYSTEM By and Between FLORIDA DEPARTMENT OF TRANSPORTATION AND CENTRAL FLORIDA COMMUTER RAIL COMMISSION," Appendix A, at page A-3; and Sun Rail "Corridor" has the meaning stated in the "AGREEMENT BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION," Definitions, at page 6; and "FCEN Corridor" has the meaning stated in the "OPERATING AGREEMENT Between State of Florida Department of Transportation, an agency of the State of Florida, and Florida Central Railroad Company, Inc., a Florida Corporation," Definitions, at page 6. Those agreement definitions mentioned above, and as heretofore amended, are incorporated by reference and may be accessed at www.sunrail.com.

(7) **Submission and Approval of Policies; Termination:** Certificates of insurance (and other evidence of insurance requested by the Department) for each required policy shall be provided by Vendor at the time of Contract execution.

Vendor shall provide all insurance policies in such form and with insurers that are acceptable to the Department. Keep such insurance in force, in the full amount specified herein, until this contract is ended.



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

**City Commission
Resolution**

MEETING DATE: August 14, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-49 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing Change Order #2 to the US1 Utility Underground Project to Carter Electric and Authorizing the City Manager to Execute the Change Order for an Amount Not to Exceed \$292,575.42 and 122 Additional Days; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2149)
APPLICANT:
PLANNER:

DISCUSSION:

On March 17, 2017, the contract for the burying of overhead utilities underground on US1 from Mason Avenue to Walker Street was awarded to Carter Electric Co., Inc., Daytona Beach, FL. Additional work is required to complete the undergrounding project. The scope of this work was not included in the original contract as it was planned to be completed later in the project.

Due to further coordination with Florida Power & Light (FPL) in regards to street lighting and Florida Department of Transportation (FDOT) and Volusia County in regards to existing Intelligent Transportation System (ITS) overhead facilities, it is advantageous to complete this additional work sooner. The additional work and associated costs are as follow:

1. ITS conduit and pull boxes (see attached Proposed Change Order #5 dated 7/23/18), \$105,397.24
2. FPL conduit and hand holds (see attached Proposed Change Order #2 dated 7/27/18), \$187,175.18

The increase in the contract price as a result of this change order is \$292,572.42.

Additional time has also been requested by Contractor for the additional work described above and other issues that have occurred during construction. These additional times are as follow:

1. ITS conduit and pull boxes, 20 days (see attached Proposed Change Order #5, dated 7/23/18)
2. FPL streetlight conduit and hand holes, 85 days (see attached Proposed Change Order #2, dated 7/27/18)
3. FPL order of work change, 14 days (see attached Proposed Change Order #3, dated 4/24/18)

4. Weather delays, 3 days (see attached Change Order Proposal #4, dated 4/24/18)

The increase in the contract time as a result of this change order is 122 Days.

This change order is in addition to the contract with ACS for \$132,774.73 to install the fiber optic cable for FDOT.

FISCAL ANALYSIS:

This project is fully funded by CRA funds and the bid amount is within the allocated budget.

STAFF RECOMMENDATION:

City staff and our consultant have reviewed these cost proposals and found them reasonable and fair. Much of the work/pricing are extensions of existing contract unit pricing and quantities. The remaining work is in line with the Engineer's estimate for that work.

COMMISSION GOALS:

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

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE RESOLUTION 2018-R-49, AUTHORIZING CHANGE ORDER 2 TO THE US1 UTILITY UNDERGROUND PROJECT TO CARTER ELECTRIC AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CHANGE ORDER FOR AN AMOUNT NOT TO EXCEED \$292,572.42 AND 122 ADDITIONAL DAYS.

ATTACHMENTS:

- HH US-1 Undergrounding Primaries - Carter CO 2 for City execution (PDF)

Resolution No. (ID # 2149)

RESOLUTION 2018-R-49 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING CHANGE ORDER #2 TO THE US1 UTILITY UNDERGROUND PROJECT TO CARTER ELECTRIC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER FOR AN AMOUNT NOT TO EXCEED \$292,575.42 AND 122 ADDITIONAL DAYS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING CHANGE ORDER 2 TO THE US1 UTILITY UNDERGROUND PROJECT TO CARTER ELECTRIC AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CHANGE ORDER FOR AN AMOUNT NOT TO EXCEED \$292,572.42 AND 122 ADDITIONAL DAYS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill has taken steps to move forward the burying of overhead utilities underground having recently completed the Secondary Phase of the work; and

WHEREAS, on March 17, 2017, the City has awarded the contract to perform the burying of overhead utilities underground in accordance with Bid #13 ST 03 Phase III to Carter Electric; and

WHEREAS, additional work is required to install ITS conduit and pull boxes FPL conduit and handholds; and

WHEREAS, additional time has also been requested by Contractor for the additional work described above and other issues that have occurred during construction.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute a change order with Carter Electric for an amount not to exceed \$292,572.42 and 122 additional days.

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 14th day of AUGUST, 2018.

CHANGE ORDER FORM

PROJECT: ***US-1 Utility Undergrounding Primaries Conversion***
 BID: ***113-ST-03 Phase III***

CHANGE ORDER NO. 2

CONTRACTOR: Carter Electric Company, Inc.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times:
<u>\$ 2,697,130.82</u>	Substantial Completion: <u>180 days, June 2, 2018</u>
	Final Completion: <u>+30 days, July 2, 2018</u>
Net changes from previous Change Orders:	Changes in contract time from previous Change Orders:
<u>\$ 6,184.01</u>	5 Days
Contract Price prior to this Change Order:	Contract Completion Date prior to this Change Order:
<u>\$ 2,703,314.83</u>	Substantial Completion: <u>185 days, June 7, 2018</u>
	Final Completion: <u>+30 days, July 7, 2018</u>
Net Increase (decrease) of this Change Order:	Changes in contract time requested this Change Order
<u>\$ 292,572.42</u>	122 Days
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
<u>\$ 2,995,887.25</u>	Substantial Completion: <u>307 days, October 7, 2018</u>
	Final Completion: <u>+30 days, November 6, 2018</u>

CHANGES ORDERED:

- I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

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

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract price is hereby increased by \$292,572.42.

CONTRACT TIME: The contract time is hereby increased by 122 days.

III. JUSTIFICATION:

CONTRACT PRICE: Additional work is required to complete additional aspects of the undergrounding project. The scope of this additional work was not included in the original contract as it was planned to be completed later in the project. Due to further coordination with Florida Power & Light (FPL) in regards to streetlighting and Florida Department of Transportation (FDOT) in regards to existing Intelligent Transportation System (ITS) overhead facilities, it is advantageous to complete this additional work sooner. The additional work and associated costs are as follow:

1. ITS conduit and pullboxes (see attached Proposed Change Order #5 dated 7/23/18), \$105,397.24
2. FPL conduit and handholds (see attached Proposed Change Order #2 dated 7/27/18), \$187,175.18

The Engineer and Owner have reviewed these cost proposals and found them reasonable and fair. Much of the work/pricing are extensions of existing contract unit pricing and quantities. The remaining work is in line with the Engineer's estimate for that work.

CONTRACT TIME: Additional days have been requested by Contractor for the additional work described above and other issues that have occurred during construction. These additional times are as follow:

1. ITS conduit and pullboxes, 20 days (see attached Proposed Change Order #5, dated 7/23/18)
2. FPL streetlight conduit and handholes, 85 days (see attached Proposed Change Order #2, dated 7/27/18)
3. FPL order of work change, 14 days (see attached Proposed Change Order #3, dated 4/24/18)
4. Weather delays, 3 days (see attached Change Order Proposal #4, dated 4/24/18)

The Engineer and Owner have reviewed these additional time requests and found them fair and reasonable. Please note that the additional 85 days for the FPL streetlight conduit and handholes includes 45 days to issue the notice to proceed for that work. At this time, the City is awaiting the FPL conduit design. Once received, the existing FDOT permit will have to be modified before issuing the notice to proceed.

IV. PAYMENT: Payment for the additional work will be paid for upon completion of the additional work per the Contract.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Mead & Hunt
(Engineer)
By:  7/31/18
(Authorized Signature) (Date)

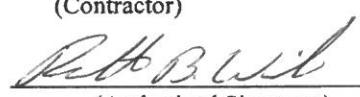
David King, P.E.,
Name Typed

APPROVED BY:

City of Holly Hill
Owner
By: _____
(Authorized Signature) (Date)

Joseph A. Forte, City Manager
Name Typed

ACCEPTED BY:

Carter Electric Company, Inc.
(Contractor)
 07.31.18
(Authorized Signature) (Date)

Robert B. Wiech
Name Typed

END OF SECTION

00843-4



carter electric company, inc.

contractors — engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN # 2
Date: 7/27/2018
Project Name: Holly Hill Utility Ur
Project Number: 1404
Page Number: 1

Work Description

A. FPL Secondary Conduits

1. Installation of 2" FPL Secondary Conduit & Street Lighting Conduit
2. Installation of 6" FPL Secondary Conduit
3. Installation of FPL Street Lighting Hand Holes
4. Maintenance of Traffic

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (40) additional days to complete this additional work.

Itemized Breakdown

Summary

2" FPL Secondary	(12,127.00 @ \$11.52)	139,703.04
6" FPL Secondary	(450.00 @ \$16.90)	7,605.00
FPL Handhole	(91.00 @ \$323.54)	29,442.14
MOT	(1.00 @ \$10,425.00)	10,425.00

Subtotal

187,175.18

Final Amount

\$187,175.18

ORIGINAL

Packet Pg. 311

Attachment: HH US-1 Undergrounding Primaries - Carter CO 2 for City execution (2149 : OH to UG Primary Relocate Project Change Order #2)

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN # 2
Date: 7/27/2018
Project Name: Holly Hill Utility Unc
Project Number: 1404
Page Number: 2

CONTRACTOR CERTIFICATION

Name:

Date:

Signature:

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN #: 2

Final Amount: \$187,175.18

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

Attachment: HH US-1 Undergrounding Primaries - Carter CO 2 for City execution (2149 : OH to UG Primary Relocate Project Change Order #2)



carter electric company, inc.

contractors – engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN # 3
Date: 4/24/2018
Project Name: Holly Hill Utility Under
Project Number: 1404
Page Number: 1

Work Description

A. FPL Permit Issuance

1. Request for additional days to change the start location from the south east side of the project to the northwest of the project. New locates to be called in

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (14) additional days to complete this additional work.

Itemized Breakdown

Summary

CONTRACTOR CERTIFICATION

Name:

Robert Wieda

Date:

7-31-18

Signature:

Robert Wieda

I hereby certify that this quotation is complete and accurate based on the information provided.

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
4401 Eastport Parkway
Port Orange, FL 32127

CCN # 3
Date: 4/24/2018
Project Name: Holly Hill Utility Und
Project Number: 1404
Page Number: 2

CLIENT ACCEPTANCE

CCN #: 3

Final Amount:\$0.00

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



carter electric company, inc.

contractors — engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN # 4
Date: 4/24/2018
Project Name: Holly Hill Utility Under
Project Number: 1404
Page Number: 1

Work Description

A. Rain Days

1. Add to the schedule for Rain Days

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (3) additional days to complete this additional work.

Itemized Breakdown

Summary

CONTRACTOR CERTIFICATION

Name:

Robert Wied

Date:

7-31-14

Signature:

Robert Wied

I hereby certify that this quotation is complete and accurate based on the information provided.

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
4401 Eastport Parkway
Port Orange, FL 32127

CCN # 4
Date: 4/24/2018
Project Name: Holly Hill Utility Und
Project Number: 1404
Page Number: 2

CLIENT ACCEPTANCE**CCN #:** 4**Final Amount:** \$0.00**Name:****Date:****Signature:****Change Order #:**

I hereby accept this quotation and authorize the contractor to complete the above described work

ORIGINAL



carter electric company, inc.

contractors — engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN # 5
Date: 7/31/2018
Project Name: Holly Hill Utility Ur
Project Number: 1404
Page Number: 1

Work Description

A. Rain Days

1. Excavation and backfill
2. Directional boring
3. Furnish and install conduit
4. Furnish and install 24x36 splice box
5. Furnish and install 30x60 splice box
6. Concrete Aprons
7. Ground rods for each hand hole
8. Maintenance of Traffic

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (20) additional days to complete this additional work.

Itemized Breakdown

Summary

630-2-11 OPEN TRENCH
630-2-12 DIRECTIONAL BORE

(44.00 @ \$19.93)
(1,582.00 @ \$16.76)

876.92
26,514.32

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

Quentin Hampton
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN # 5
Date: 7/31/2018
Project Name: Holly Hill Utility Un
Project Number: 1404
Page Number: 2

Summary (Cont'd)

635-2-12 24X36 SPLICE BOX	(29.00 @ \$1,929.00)	55,941.00
635-2-13 30X60 SPLICE BOX	(6.00 @ \$3,360.00)	20,160.00
MOT	(1.00 @ \$1,905.00)	1,905.00

Subtotal**105,397.24****Final Amount****\$105,397.24****CONTRACTOR CERTIFICATION****Name:****Date:****Signature:**

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE**CCN #:** 5**Final Amount:** \$105,397.24**Name:****Date:****Signature:****Change Order #:**

I hereby accept this quotation and authorize the contractor to complete the above described work.

Attachment: HH US-1 Undergrounding Primaries - Carter CO 2 for City execution (2149 : OH to UG Primary Relocate Project Change Order #2)

ORIGINAL



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

**City Commission
Agenda Item**

MEETING DATE: August 14, 2018
FROM: John McKinney
SUBJECT: RFQ 18-PW-01 - Professional Surveying Services
NUMBER: (ID # 2144)
APPLICANT:
PLANNER:

DISCUSSION:

The City Broadcast a Request for Qualifications for RFQ 18-PW-01 - Professional Surveying Services on May 18, 2018. Qualifications were submitted by the following five (5) firms:

Mark Dowst & Associates, Inc.
McKim & Creed
Myer Land Surveying, Inc.
Southeastern Surveying and Mapping Corp.
Upham, Inc.

FISCAL ANALYSIS:

Not Applicable. There is no cost to having a surveying company on contract.

STAFF RECOMMENDATION:

The Evaluation Committee met on July 10, 2018 and reviewed the submitted proposals. Based on the evaluation criteria listed in the Proposal Document, the proposals were ranked as follows:

1. Southeastern Surveying and Mapping Corp.
2. McKim & Creed
3. Upham, Inc.
4. Myer Land Surveying, Inc.
5. Mark Dowst & Associates, Inc.

The committee unanimously recommends that the City Commission authorize the City Manager to negotiate and execute contracts for Professional Surveying Services with the top two (2) rated firms as follows;

1. Southeastern Surveying and Mapping Corp.

2. McKim & Creed

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.

MOTION:

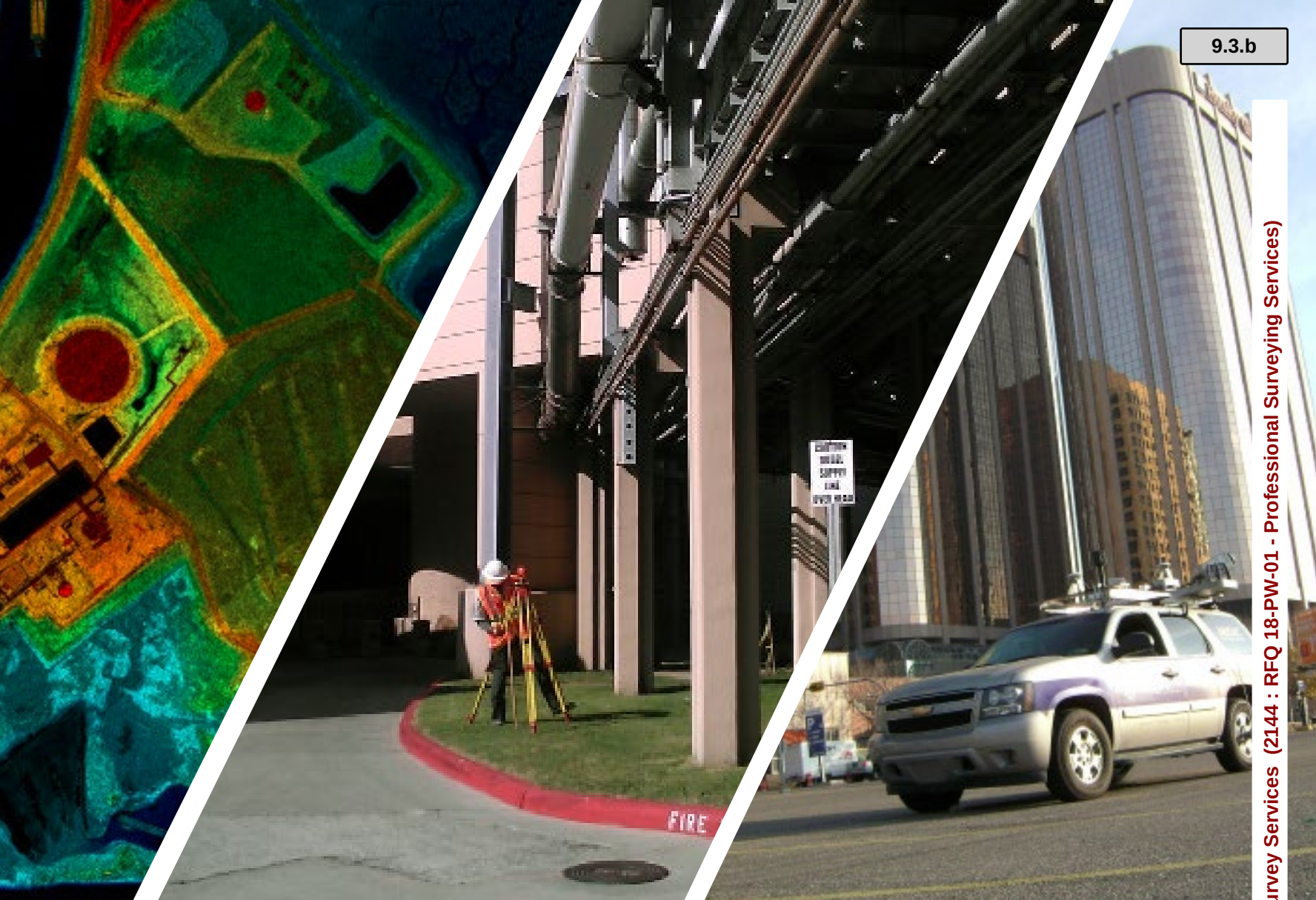
Motion to authorize the City Manager to negotiate and execute contracts for Professional Surveying Services with Southeastern Surveying and Mapping Corp. and McKim & Creed.

- RFQ 18-PW-01 Professional Surveying Services Summary Grading (PDF)
- McKim Creed_City of Holly Hill Prof Survey Services (PDF)
- SSMCs ELECTRONIC COPY_06-18-2018 (1) (PDF)

7/10/2018 10:00

Summary Grading

Company Name	Antoine Khoury	Brian Walker	John McKinney	TOTAL	Rank Order
MARK DOWST & ASSOCIATES	80	99	95	274	5
MCKIM & CREED	83	98	100	281	2
MYER LAND SURVEYING	85	95	95	275	4
SOUTHEASTERN SURVEYING	91	98	100	289	1
UPHAM, INC	85	99	95	279	3



RFQ #18-PW-01

REQUEST FOR QUALIFICATION

PROFESSIONAL SURVEYING SERVICES

HOLLY HILL, FLORIDA

SUBMITTED BY:

SCOT CARPENTER, PSM

505 EAST NEW YORK AVENUE, SUITE 3

DELAND, FL 32724

386.873.4517 | MCKIMCREED.COM



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TAB V	Acceptance of Conditions
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TAB 1 **MANAGEMENT SUMMARY**





June 18, 2018

Mr. John McKinney, Finance Director
City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hills, FL 32117

RE: RFQ #18-PW-01 PROFESSIONAL SURVEYING SERVICES

Dear Mr. McKinney and Selection Committee:

McKim & Creed, Inc. is excited to present our qualifications for consideration for survey services to the City of Holly Hill. We have a clear understanding of the scope of work required for this project and are confident in our ability to provide any of the surveying work products needed in a timely and professional manner. We are well positioned to complete these projects and would value the opportunity to work with city staff.

AN UNDERSTANDING OF YOUR NEEDS / McKim & Creed recognizes the critical nature of municipal projects, and the diversity of surveying and mapping services that may be required. The success of these projects often depends on reliable, timely service from consultants. With a proven track record on government contracts for FDOT and various municipal clients, the City can rely on the accurate, efficient, and professional service necessary to achieve project success. We invite you to contact our references, who can best attest to the quality of our work and the professionalism of our staff.

CUTTING-EDGE SURVEY TECHNOLOGY / Long viewed as a pioneer in the surveying profession, McKim & Creed invests in the latest survey technology to offer the City improved efficiency and cost saving options, without sacrificing quality. Beyond investing in the technology, McKim & Creed is committed understanding each tool's advantages and limitations, so as to provide the City with the services best suited for each project need. In addition to all the services listed in the City's solicitation, McKim & Creed offers advanced services such as subsurface utility engineering, terrestrial laser scanning, mobile LiDAR, and UAS (aka "drone") based mapping.

FOCUSED, LOCAL ATTENTION BACKED BY LARGE FIRM RESOURCES / Possessing decades of experience surveying throughout central Florida, our team offers the City the local knowledge and attention of a small business, with the backing and support of large firm resources. Whatever the project may require, the City can rely on McKim & Creed to possess the survey expertise and resources necessary to meet any survey challenge or project schedule.

Our highly-qualified staff is available and committed to provide the highest level of professional service on surveying and mapping projects. Our workload, while ample, can readily accommodate the City's needs. The staff proposed in the attached submittal are committed to serving the City of Holly Hill, and they will be made available for any of your project needs.

In closing, we appreciate the opportunity to submit this proposal. Our team is eager to provide for your surveying and mapping needs. We look forward to an opportunity to develop a positive, professional relationship with the City of Holly Hill.

Sincerely,
MCKIM & CREED INC

Scot Carpenter, PSM
P: 386.873.4517
E: scarpenter@mckimcreed.com

TAB II

:: CORPORATE EXPERIENCE AND CAPACITY



ABOUT MCKIM & CREED

McKim & Creed, Inc. is a committed team of talented professionals who improve the quality of life for businesses and communities by providing world-class engineering and geomatics solutions. As an employee-owned company that has been in operation since 1978, we provide these services through excellent work, dedicated service and a passionate desire to solve problems and impact lives.

Whether it's designing sustainable water solutions, creating energy-efficient environments, planning thriving communities, or gathering data for safe transportation networks, McKim & Creed works to improve the quality of life for our clients and the communities we serve.

Our technical specialties include civil, environmental, mechanical, electrical, plumbing, and structural engineering; industrial design-build services; [airborne and mobile LiDAR/scanning](#); [unmanned aerial systems](#); [subsurface utility engineering](#); and [hydrographic and conventional surveying services](#) for the energy, transportation, federal, land development, water and building markets.

McKim & Creed's depth of local resources offers the flexibility to provide experienced staff at your disposal to keep your project on track. Our solid background and experience have resulted in the method and controls being in place to balance staff requirements while maintaining quality, schedule and budget for our clients. McKim & Creed is committed to meeting budget and schedule requirements.

FLORIDA STRENGTH IN NUMBERS

5

SURVEY/SUE
OFFICES

8

LICENSED
SURVEYORS

25

SURVEY/SUE FIELD
CREWS

19

CERTIFIED SURVEY
TECHNICIANS

LOCATIONS



In addition to quantity, McKim & Creed offers the city quality in personnel. As demonstrated throughout this submittal, our team has the specialized expertise needed for the city's diverse project needs. Each staff member is a valued asset to our team, and offers the city a unique skill-set.

Our team includes experienced experts in conventional boundary/topographic surveying, bathymetric/coastal surveying, survey for design/engineering, right-of-way mapping and acquisition, subsurface utility location/excavation, historical retracement, transportation surveying for FDOT, construction support, and many other survey services.

Further, we are able to provide these services with the most innovative and advanced technologies available, including tools like high-definition laser scanning, mobile Lidar, multibeam bathymetry, and unmanned aerial systems (UAS). Together, we are well prepared to provide for any survey need the city may encounter.

Our staff includes 19 Certified Survey Technicians (CST) statewide, with seven being in this region. The CST program is an initiative sponsored by the National Society of Professional Surveyors. Each level of certification requires a certain degree of job experience and the successful passage of a challenging examination. McKim & Creed has found the CST program to be a highly valuable system for educating and motivating our technical staff. For the city, the CST program can provide a level of confidence that our technical and field staff has the knowledge and qualifications necessary to support city projects.

TAB III

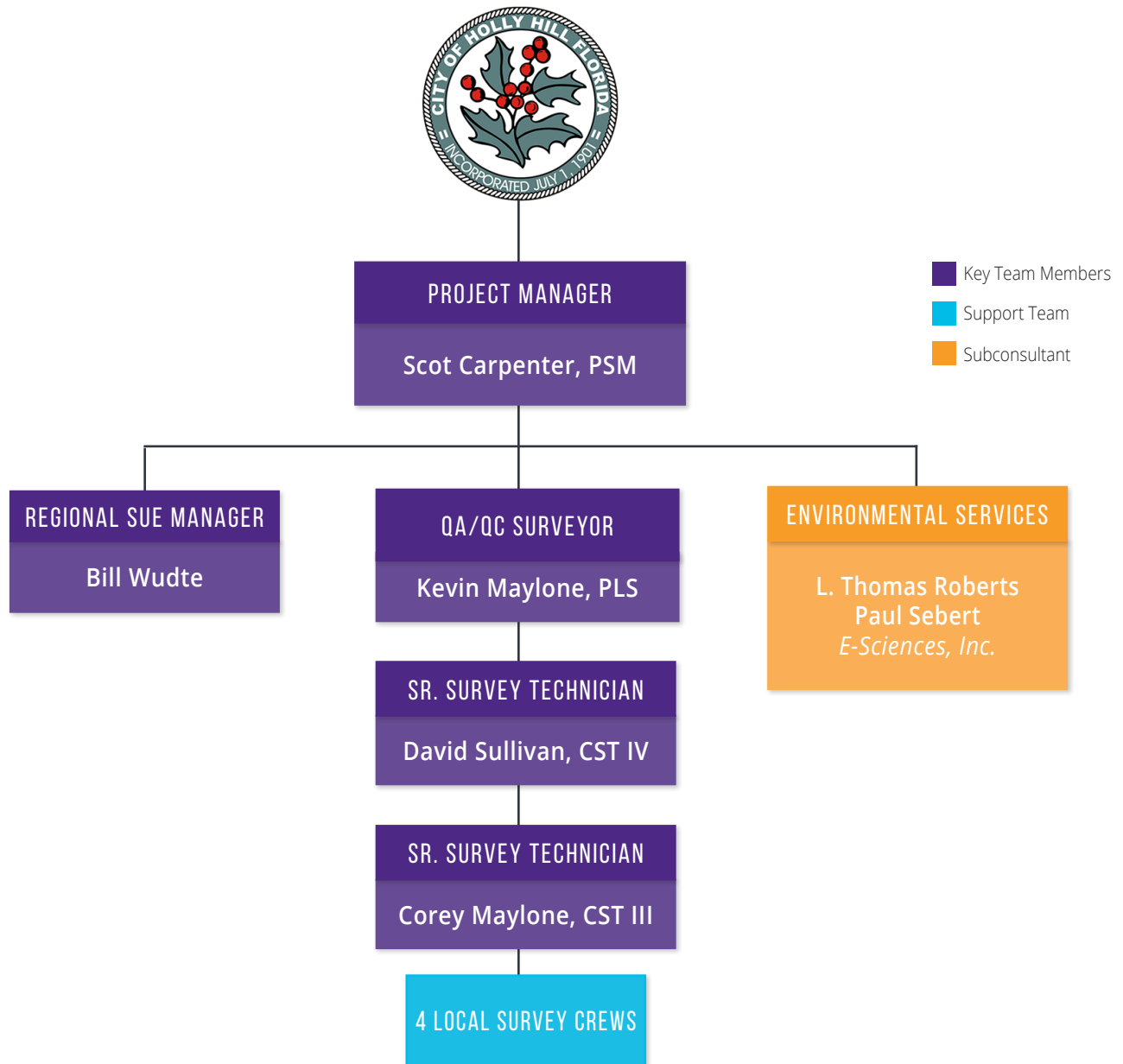
::SPECIALIZED EXPERTISE OF TEAM MEMBERS



ORGANIZATIONAL CHART

Our handpicked team with several locally-based key members has the capacity to handle any foreseeable project. With our local offices we have planned, funded, designed, permitted and provided construction and closeout services in surrounding area for years. Our project manager, Scot Carpenter, PSM and several other key members of our team, are located within minutes of the City of Holly Hills offices, which allows our team to provide a immediate response.

Each professional on our team has worked on a wide range of surveying projects, and more specifically, on the range of activities required by this solicitation. Our team also understands that bringing forward a successful project is not about individual performance, but performance of the project team as a whole. We have an established network with area professionals to support the needs of the City.



If needed, McKim & Creed has two additional field crews available in DeLand, subsurface utility crews in Orlando, and additional field / office survey support in Tampa.

KEY TEAM MEMBERS / SCOT CARPENTER, PSM



ROLE: Project Manager

OFFICE LOCATION: Deland, FL

AVAILABILITY: 50%

TIME AT FIRM: 7 years

PROJECT EXAMPLE: **Mary McLeod Bethune Blvd. R/W Survey | Daytona Beach, FL**

Under an existing Continuing Services contract, the City of Daytona Beach tasked McKim & Creed to develop a survey depicting the Right-of-Way limits and above-grade features along approximately 3,000 feet of Dr. Mary McLeod Bethune Blvd., between N. Nova Road and N. Lincoln Street for the purpose of supporting the Client's efforts to make pedestrian ADA improvements at each crosswalk.

The McKim & Creed team established public right-of-way limits along Dr. Mary McLeod Bethune Blvd. between N. Nova Road and N. Lincoln Street. The survey scope of work included research of recorded plats and last deed of record along the route, GPS network planning for horizontal survey control, field reconnaissance, recovery and location of survey monuments along the route right of way and of the adjacent 20 subdivision blocks.

The mapping effort included the analysis of the field data along the right of way and the adjacent 20 subdivision blocks to prove the right of way along Dr. Mary McLeod Bethune Blvd. Once computations were complete and approved by the Project Manager, a detailed right of way map was drafted in accordance with the City of Daytona Beach's CADD and map layout requirements.

KEY TEAM MEMBERS / KEVIN MAYLONE, PSM



MCKIM & CREED

ROLE: QA/QC Surveyor

OFFICE LOCATION: Deland, FL

AVAILABILITY: 20%

TIME AT FIRM: 3 years

PROJECT EXAMPLE: **Brevard County Ellis Road Right-of-Way | Brevard, FL**

Mr. Maylone served as a quality control assurance reviewer and assisted with the survey and mapping services for the widening of Ellis Road to a four lane urban section from John Rodes Boulevard to just west of Wickham Road, a distance of approximately 1.7 miles. The project consisted of a topographic survey and control survey mapping through the design survey limits.

KEY TEAM MEMBERS / DAVID SULLIVAN, CST IV



MCKIM & CREED

ROLE: Senior Survey Technician

OFFICE LOCATION: Deland, FL

AVAILABILITY: 80%

TIME AT FIRM: 7 years

PROJECT EXAMPLE: **Mary McLeod Bethune Blvd. R/W Survey | Daytona Beach, FL**

Under an existing Continuing Services contract, the City of Daytona Beach tasked McKim & Creed to develop a survey depicting the Right-of-Way limits and above-grade features along approximately 3,000 feet of Dr. Mary McLeod Bethune Blvd., between N. Nova Road and N. Lincoln Street for the purpose of supporting the Client's efforts to make pedestrian ADA improvements at each crosswalk.

The McKim & Creed team established public right-of-way limits along Dr. Mary McLeod Bethune Blvd. between N. Nova Road and N. Lincoln Street. The survey scope of work included research of recorded plats and last deed of record along the route, GPS network planning for horizontal survey control, field reconnaissance, recovery and location of survey monuments along the route right of way and of the adjacent 20 subdivision blocks.

The mapping effort included the analysis of the field data along the right of way and the adjacent 20 subdivision blocks to prove the right of way along Dr. Mary McLeod Bethune Blvd. Once computations were complete and approved by the Project Manager, a detailed right of way map was drafted in accordance with the City of Daytona Beach's CADD and map layout requirements.

KEY TEAM MEMBERS / COREY MAYLONE, CST III



ROLE: Senior Survey Technician

OFFICE LOCATION: Deland, FL

AVAILABILITY: 80%

TIME AT FIRM: 7 years

PROJECT EXAMPLE: **Mary McLeod Bethune Blvd. R/W Survey | Daytona Beach, FL**

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KEY TEAM MEMBERS / BILL WUDTE



McKIM & CREED

ROLE: Regional SUE Manager

OFFICE LOCATION: Sarasota, FL

AVAILABILITY: 40%

TIME AT FIRM: 14 years

PROJECT EXAMPLE: **University of Central Florida, Utility Locating for Utilities and Energy Services Department | Orlando, FL**

Mr. Wudte served as SUE Project Manager for the McKim & Creed team. McKim & Creed is under contract with the University of Central Florida to provide a variety of utility location, survey, and GIS services at their main campus in Orlando. McKim & Creed is collecting utility attribute data for all on campus underground utilities owned by UCF in order to develop a new GIS schema for each utility system.

KEY TEAM MEMBERS / L. THOMAS ROBERTS



ROLE:	Senior Scientist (Environmental)
OFFICE LOCATION:	Deland, FL
AVAILABILITY:	40%
TIME AT FIRM:	8.6 years
PROJECT EXAMPLE:	Tom has provided a wide range of professional services and support for a number of municipalities including Volusia and Seminole Counties and the Cities of Daytona, DeLand, and Palm Coast. E Sciences provides natural and physical impact studies, and cultural and historical resources studies as outlined in Part 2 of the Florida Department of Transportation (FDOT) Project Development and Environment (PD&E) Manual under this contract originally awarded in February of 2010 and renewed for a second term in March 2015. It provides for Natural and Physical Impact studies and Cultural and Historical Resources studies as outlined in Part 2 of the FDOT PD&E Manual. E Sciences is working with the District Five OEM to provide environmental studies as needed for specific transportation projects. The scope of work includes the review of PD&E documents for consistency with NEPA criteria, development and preparation of categorical exclusions and other environmental documents needed to satisfy the requirements of NEPA and/or other related Federal and State environmental laws and regulations. Tasks have been completed on projects located throughout District Five and include endangered species biological assessments for flora and fauna, gopher tortoise relocations, cultural resource assessments, Section 4(f) determinations, contamination screenings, noise studies, wetland assessments, and preparation of ETDM summary reports. Under the first term, E Sciences successfully completed 78 Task Work Orders and under the current term 30 Task Work Orders have been issued to date. Specific tasks conducted under this contract include: SR 19 PD&E Study E Sciences provided sand skink cover board surveys and consultation with the U.S. Fish and Wildlife Service (FWS) for segments of the projects proposed right-of-way and potential pond site locations. E Sciences identified potential sand skink habitat based upon current guidance provided by the FWS and following coordination with the FWS, installed 640 cover boards over approximately 16 acres of potential skink habitat. SR 19 and the Little Lake Harris Bridge form a critical link in the central Lake County transportation network. Regionally SR 19 is the north south connector through the Harris Chain of Lakes, connecting the counties and communities both to the north and south. SR 19 is the connection between Howey-in-the-Hills to Tavares and Mount Dora and other communities to the north. Because the need to perform skink surveys during the PD&E phase of the project was not identified by the FWS until late February, E Sciences expedited the placement of cover boards in an effort to complete the surveys over a four week period and within the survey timeframe established by the FWS prior to May 15, 2013. As such the results of the survey could then be incorporated into the final PD&E commitments for the project and keep the study on schedule.

KEY TEAM MEMBERS / PAUL SEBERT



ROLE:	Senior Scientist (Environmental)
OFFICE LOCATION:	Deland, FL (2 days a week), Orlando, FL (3 days a week)
AVAILABILITY:	40%
TIME AT FIRM:	7.8 years
PROJECT EXAMPLE:	Paul has provided a wide range of professional services and support for a number of municipalities including Volusia and Seminole Counties and the Cities of Daytona, DeLand, and Palm Coast. E Sciences provides natural and physical impact studies, and cultural and historical resources studies as outlined in Part 2 of the Florida Department of Transportation (FDOT) Project Development and Environment (PD&E) Manual under this contract originally awarded in February of 2010 and renewed for a second term in March 2015. It provides for Natural and Physical Impact studies and Cultural and Historical Resources studies as outlined in Part 2 of the FDOT PD&E Manual. E Sciences is working with the District Five OEM to provide environmental studies as needed for specific transportation projects. The scope of work includes the review of PD&E documents for consistency with NEPA criteria, development and preparation of categorical exclusions and other environmental documents needed to satisfy the requirements of NEPA and/or other related Federal and State environmental laws and regulations. Tasks have been completed on projects located throughout District Five and include endangered species biological assessments for flora and fauna, gopher tortoise relocations, cultural resource assessments, Section 4(f) determinations, contamination screenings, noise studies, wetland assessments, and preparation of ETDM summary reports. Under the first term, E Sciences successfully completed 78 Task Work Orders and under the current term 30 Task Work Orders have been issued to date. Specific tasks conducted under this contract include: SR 19 PD&E Study E Sciences provided sand skink cover board surveys and consultation with the U.S. Fish and Wildlife Service (FWS) for segments of the projects proposed right-of-way and potential pond site locations. E Sciences identified potential sand skink habitat based upon current guidance provided by the FWS and following coordination with the FWS, installed 640 cover boards over approximately 16 acres of potential skink habitat. SR 19 and the Little Lake Harris Bridge form a critical link in the central Lake County transportation network. Regionally SR 19 is the north south connector through the Harris Chain of Lakes, connecting the counties and communities both to the north and south. SR 19 is the connection between Howey-in-the-Hills to Tavares and Mount Dora and other communities to the north. Because the need to perform skink surveys during the PD&E phase of the project was not identified by the FWS until late February, E Sciences expedited the placement of cover boards in an effort to complete the surveys over a four week period and within the survey timeframe established by the FWS prior to May 15, 2013. As such the results of the survey could then be incorporated into the final PD&E commitments for the project and keep the study on schedule.

Scot Carpenter, PSM

PROJECT MANAGER

KEY QUALIFICATIONS

- ✓ Boundary
- ✓ Topographic
- ✓ Utility Route
- ✓ FDOT Surveys
- ✓ Control Surveys
- ✓ Public Land Surveys
- ✓ ALTA Surveys
- ✓ Construction Layout Surveys
- ✓ Survey Management

PROFESSIONAL LICENSURE

PSM / FL / 6177
Date obtained: 1/1/2001

OSHA 10-hour Safety
Training

Maintenance of Traffic
(MOT) - Intermediate Level

Mr. Carpenter became a professional surveyor and mapper in 2001 after serving 10 years as a party chief for the Florida Department of Transportation (FDOT). As a surveyor for FDOT, he gained considerable experience in the performance and management of a wide range of survey projects including FDOT design (using EFB), right-of-way control, boundary, drainage, metes and bound, wetland delineation, seasonal high water, utility location as well as assisting DOT attorneys with parcel/landowner issues. During his career, Mr. Carpenter has performed and managed a broad range of surveys including: sectionalized land boundary surveying; topographic, tree and utility location surveying; extensive right-of-way surveying for water main and force main installations; setting horizontal and vertical control points for aerial photogrammetry, hydrographic surveying, wetland delineation surveying, platted lot surveys, right-of-way and parcel surveying for eminent domain proceedings; construction survey for the layout of community infrastructure; post construction surveying as a basis for the preparation of record drawings and mortgage surveys.

SELECTED PROJECT EXPERIENCE

UCF Utility Locating and GIS Mapping

Orlando, FL

Mr. Carpenter served as project manager. McKim & Creed, Inc. is under contract with UCF to provide a variety of utility location, survey, and GIS services at their main campus in Orlando. McKim & Creed is collecting utility attribute data for all on campus underground utilities owned by UCF in order to develop a new GIS schema for each utility system.

Ernie Caldwell Boulevard - Phase 2B & 3 Surveying

Davenport, FL

Mr. Carpenter served as project manager. McKim & Creed provided field survey, mapping and subsurface utility engineering (SUE) services to support the efforts associated with the final design and completion of final construction documents for the Polk County Department of Public Works on the design of Ernie Caldwell Boulevard, phases 2B and 3 from Pine Tree Trail to US 17/92. Field surveying services included restaking the centerline of construction on Pine Tree Trail, design survey at the intersection, topographic surveying and mapping services to bring the maps current.

FDOT District 7, SR 590 (Drew St) Design from Alt. US19 to Mariva Ave

Clearwater, FL

Mr. Carpenter served as project manager and provided design surveying and subsurface utility location services for 1.19 miles on SR 590/Drew Street from Alternate US 19 to Myrtle Avenue in Pinellas County. Services included horizontal and vertical control, recovered alignment and staked and established coordinates for aerial LAMP targets. The project entailed the team check x-sections every 500 feet, stake and reference alignments and survey for obscured areas for two miles of mainline.

Sumter CR 470,C475N,C575

Sumter County, FL

Mr. Carpenter served as project manager for the horizontal and vertical control survey along each segment of each route. All above ground features will be surveyed along including, but not limited to, roadway pavement, shoulders, ditches, swales, drainage structures, above ground utilities, signs, valves, guardrails, driveways, trails and any other features that may impact the design.

Kevin Maylone, PLS

QA/QC SURVEYOR

KEY QUALIFICATIONS

- ✓ Boundary Surveys
- ✓ Topographic Surveys
- ✓ Right-of-Way Retracement
- ✓ Survey Reviews/Recommendations
- ✓ QA/QC
- ✓ Legal Descriptions

PROFESSIONAL LICENSURE

FL / LS / 003293
Obtained 07/14/78

Mr. Maylone is a registered land surveyor in the state of Florida and brings more than 43 years of survey and mapping experience to McKim & Creed. Mr. Maylone has dedicated his career to the survey profession and has worked on major projects in both the private and public sectors. Most recently, Mr. Maylone served as the supervisor of quality control/quality assurance of the survey and mapping section in support of the right-of-way acquisition unit for the FDOT. Mr. Maylone was responsible for a staff of seven professional land surveyors reviewing consultant prepared right-of-way control surveys, right-of-way maps, legal descriptions, and associated surveys. He has joined the McKim & Creed team to provide QA/QC and mapping support.

SELECTED PROJECT EXPERIENCE

FDOT District 5, I-4 Beyond the Ultimate Segment, Stantec Deltona, FL

Mr. Maylone is providing QA/QC for 10 miles of the I-4 "Beyond the Ultimate" project. Services include right-of-way mapping, control mapping, 3D modeling, and DTM modeling for the support of widening and reconstruction of I-4. Being such a large project, McKim & Creed is also required to coordinate with many other consultants on this project, as well as the adjacent "I-4 Ultimate" project. Among the services provided by other consultants is aerial LiDAR/orthophotography. McKim & Creed is supporting the aerial mapping by providing ground control and by surveying all obstructed areas.

South Pomegranate Avenue Improvements, WBQ Design & Engineering Sanford, FL

As QA/QC manager, Mr. Maylone provided peer review for right-of-way control survey and right-of-way maps along SR 46 from Pomegranate Avenue to 8th street in Seminole County. The scope of the proposed project is to extend Pomegranate Avenue in Sanford Florida southward from the existing termini at 3rd Street to provide for a grade separated overpass over the CSX railroad spur.

FDOT District 5 SR 600 South John Parkway, WBQ Design & Engineering Volusia County, FL

Mr. Maylone served as QA/QC manager, providing professional topographic survey services to the FDOT for the widening of SR 600 from Pleasant Hill Road to Portage Street a length of approximately 2.384 miles. The project funded by FDOT has proposed improvements including widening of SR 600 from four to six lanes for 2.4 miles from south of Pleasant Hill Road to West Portage Street, and the addition of a two-way flyover between the east leg of SR 600 and Pleasant Hill Road as well of right-of-way acquisition.

Brevard County Ellis Road Right-of-Way Brevard, FL

Mr. Maylone served as a quality control assurance reviewer and assisted with the survey and mapping services for the widening of Ellis Road to a four lane urban section from John Rodes Boulevard to just west of Wickham Road, a distance of approximately 1.7 miles. The project consisted of a topographic survey and control survey mapping through the design survey limits.

David Sullivan, CST Level IV

SENIOR SURVEY TECHNICIAN

KEY QUALIFICATIONS

- ✓ Boundary Surveys
- ✓ Topographic Surveys
- ✓ Right-of-Way Surveys
- ✓ CAD Drafting
- ✓ Construction Layout
- ✓ GPS/Data Processing
- ✓ Control Surveys

EDUCATION

A.A. (in progress), Daytona State College

PROFESSIONAL LICENSURE

Certified Survey Technician Level IV

Maintenance of Traffic

OSHA Confined Space Training

Mr. Sullivan serves as project coordinator and offers more than 18 years of surveying experience. He is responsible for the training and management of field crews, field safety procedures and processing and checking of field data. Mr. Sullivan's vast experience includes boundary survey, topographic survey, advanced right-of-way survey, right-of-way staking, as-built, design survey, reestablished baselines, benchmarks, drainage details, cross-sections, utility verifications, construction staking, locations of wetlands, bridge surveys, GPS primary network and secondary control. Currently a CST Level IV, Mr. Sullivan is working towards obtaining his professional license.

SELECTED PROJECT EXPERIENCE

FDOT District 5 - Central Florida SunRail Stations

Lake Mary, FL

Mr. Sullivan served as project coordinator providing CEI survey services to HNTB for the SunRail Station Finishes Contract. McKim & Creed provided survey services that included recovery of existing horizontal & vertical control and set new GPS control at each site to support the construction for the Altamonte Springs, Sanford and DeBary stations. McKim & Creed will also provide services for the other stations in Phase I.

Design Services for John Anderson Drive Roadway Improvements

Ormond Beach, FL

Mr. Sullivan served as survey technician for a topographic survey supporting the design of storm sewer collection and conveyance as well as the stormwater management system for addressing water quality and water quantity control as required to meet City and SJRWMD standards. Design improvements to water, reclaimed water, and sewer infrastructure were also provided as part of this project.

FDOT District 5, I-4 Beyond the Ultimate Segment

Deltona, FL

Mr. Sullivan served as a project coordinator for 10 miles of the I-4 "Beyond the Ultimate" project. Services include right-of-way mapping, control mapping, 3D modeling, and DTM modeling for the support of widening and reconstruction of I-4. Being such a large project, McKim & Creed is also required to coordinate with many other consultants on this project, as well as the adjacent "I-4 Ultimate" project. Among the services provided by other consultants is aerial LiDAR/orthophotography. McKim & Creed is supporting the aerial mapping by providing ground control and by surveying all obstructed areas.

City of Titusville DB Service for East Central Regional Trail Project

Titusville, FL

Mr. Sullivan served as a project manager and performed a design survey and utility locates for Vanasse Hangen Brustlin, Inc. The design survey consisted of recovering horizontal and vertical control, providing a full design survey and a DTM for the full width of the right-of-way. McKim & Creed located subsurface utilities within the project corridors, which included preparing up to ten test holes and providing details in CAD format regarding type, depth, size, and off set from the baseline of the located utilities.

Corey Maylone, CST III

SENIOR SURVEY TECHNICIAN

KEY QUALIFICATIONS

- ✓ Boundary/Topographic Surveys
- ✓ Control Survey Mapping
- ✓ Right-of-Way Mapping
- ✓ Microstation/Geopak
- ✓ Legal Descriptions
- ✓ CAiCE
- ✓ EFB

PROFESSIONAL LICENSURE

Certified Survey Technician
Level III Boundary

Mr. Maylone offers more than 16 years' experience in the surveying and mapping profession. As both a survey crew chief and CAD technician, his project experience includes boundary surveys, alignment retracement, topographic/design surveys, surveying and mapping quality control, right-of-way and control surveys, right-of-way and control survey mapping. Beginning his career as a rodman, he has spent the last eleven years working primarily as a survey CAD technician. Mr. Maylone is highly regarded for his expertise in survey/alignment, retracement and right-of-way mapping.

SELECTED PROJECT EXPERIENCE

SR 46 Pomegranate Avenue

Sanford, FL

Mr. Maylone provided right-of-way mapping for right-of-way control survey and right-of-way maps along SR 46 from Pomegranate Avenue to 8th street in Seminole County. The scope of the proposed project is to extend Pomegranate Avenue in Sanford Florida southward from the existing termini at 3rd Street to provide for a grade separated overpass over the CSX railroad spur.

Veterans Bridge Replacement

Daytona Beach, FL

Mr. Maylone served as senior CAD technician for the Veterans Memorial Bridge Replacement. Scope included surveying and mapping services, including hydrographic survey services, associated with the final design and engineering services for Volusia County/FDOT District 5.

FDOT District 5, SR 40 from SR 15 (US 17) to SR 11

Barbeville, FL

Mr. Maylone survey CADD technician and provided survey support for wetlands and geotechnical borings, underground utility location secondary horizontal and vertical control, centerline alignment and references, channel and pond site survey, section and subdivision surveys, control survey mapping and right-of-way mapping support. McKim & Creed delivered a 3D DTM survey of the mainline corridor and side streets for this 7-mile project to support the design team.

FDOT District 5, SR 600 South John Young Parkway Pleasant Hill Road to Portage Street

Kissimmee, FL

Mr. Maylone supervised field crews for right-of-way control surveying efforts, including alignment retracement, section boundaries and subdivision boundaries. Mr. Maylone served as senior CAD Technician for Right of Way Control Mapping, Right of Way Mapping and legal description preparation.

Beyond I-4 Seg 4 SR 400 to 1/2 Mile East of SR 472

Deltona, FL

Mr. Maylone served as a project coordinator for the design and right-of-way survey for 10 miles of I-4 widening & reconstruction.

Bill Wudte

SUE REGIONAL MANAGER

KEY QUALIFICATIONS

- ✓ Boundary/Topographic Surveys
- ✓ Control Survey Mapping
- ✓ Right-of-Way Mapping
- ✓ Microstation/Geopak
- ✓ Legal Descriptions
- ✓ CAiCE
- ✓ EFB

PROFESSIONAL LICENSURE

Certified Survey Technician
Level III Boundary

Serving as McKim & Creed's Florida Subsurface Utility Manager, Mr. Wudte has more than 26 years of diverse experience with utilities, GPS, GIS, flood control surveys, right-of-way mapping, topographic surveys, aerial photogrammetry and hydrographic surveys. He has worked extensively with private utilities, design consultants, local municipalities, state departments of transportation and the US Army Corps of Engineers. For many years he acted as the contract manager and prime point of contact for many open services agreements with New York DOT, the US Army Corps of Engineers and several other municipalities. Mr. Wudte's extensive survey background, combined with his specialized expertise in subsurface location services, makes him a strong asset for County projects.

SELECTED PROJECT EXPERIENCE

FDOT District 5, US 441 & US 40, Vanasse Hangen Brustlin Inc
Ocala, FL

Mr. Wudte served as SUE manager for this major intersection located in Ocala, Florida. Field work included recovering, monumenting, and referencing the historical baselines for SR 40 and US 441 (SR 500) totaling 2.0 miles of alignment. In addition to the alignments, crews collected existing parcel and subdivision property corners within the limits of the SR 40 and US 441 alignments.

FDOT District 5, I-95 Interchange at Ellis Road, Infrastructure Engineers Inc
West Melbourne, FL

Mr. Wudte served as SUE manager overseeing subsurface utility engineering services for this highway design and bridge structural design project. Services including right-of-way control mapping, right-of-way mapping, legal descriptions and utility survey services.

Utilities - SUE for GIS Data
City of New Port Richey, FL

Mr. Wudte served as project manager, overseeing subsurface utility engineering (SUE) services to designate and locate water distribution and transmission lines throughout the city's system.

Pinellas County, SUE Services for Park Boulevard at Cross Bayou, Ayres Associates, Inc.
Sarasota, FL

Mr. Wudte served as project manager, providing SUE services to locate the existing utilities on either side of the bridge. Electromagnetic locaters and GPR were used to investigate the location of the 20-inch sanitary force main and 24-inch water main. Vacuum excavation was used to expose each facility and collect the depth, size and type of each found pipe.

Polk County, Pine Tree Trail Surveying and SUE Services, Parsons Brinkerhoff Inc.
Davenport, FL

Mr. Wudte served as SUE manager, overseeing all subsurface utility engineering (SUE) services including the designation and vacuum excavation of a large gas transmission line buried in a remote location along the proposed alignment of a new highway. McKim & Creed coordinated field efforts with the gas transmission company to ensure the safety of this important facility, the crew, and the nearby residents.



ENGINEERING
ENVIRONMENTAL
ECOLOGICAL

L. Thomas Roberts
Senior Scientist

Tom Roberts is a biologist with over 27 years of ecological permitting experience for numerous public and private clients throughout the state of Florida. He has extensive experience with the assessment and mitigation of environmental issues associated with private land development and transportation projects. Mr. Roberts has managed the environmental portions of projects, including DRI studies, FDOT PD&E studies, arterial investment studies, roadway and bridge design projects, wildlife-crossing assessments and trails projects.

Mr. Roberts is skilled in the preparation of the environmental documents needed for local, state and federal permits including Environmental Resource Permits, wetland assessments, endangered species biological assessments, contamination screenings, Environmental Assessments/Findings of No Significant Impact, and Environmental Impact Statements. He has conducted and managed numerous surveys and relocations for endangered and threatened species and has significant experience locating, assessing and permitting mitigation banks and regional mitigation sites in Florida and other southeastern states.

Education

B.A., Biology, Stetson University, 1987

Professional Licenses / Certifications

FWC Certified Gopher Tortoise Agent
(GTA-18-00012)

USACE Certified Wetland Delineator,
#US-08-03566

PD&E Process, Cultural Resource
Management, Section 4(f), ETDM

Florida Registered Environmental
Professional #81

Years of Experience

27

Project Experience

Volusia County Environmental and Protected Species Services, County of Volusia, Florida — Mr. Roberts currently serves as project manager for this continuing services contract, which provides ecological and environmental consulting services on an as-needed basis for Volusia County. All departments within the County have the ability to use the contract and to date, E Sciences has worked on a number of Task Assignments (TA) for the Engineering, Daytona Airport and Land Management Departments. The tasks have included an evaluation of the available mitigation parcels and costs for Tymber Creek Road; two wetland delineation projects; wildlife hazard management assessments and training at the airport, a gopher tortoise relocation and Barberville Mitigation Bank Phase Two Feasibility Assessment. E Sciences is currently working on a \$10,000.00 on-call services TA with the Engineering Department, which would allow for a wide range of ecological services for the County's transportation projects. Additionally, under this contract, Mr. Roberts serves as the Project Manager for the Wildlife Hazard Management services for Daytona Beach International Airport as mandated by the Federal Aviation Administration. Through this contract, Mr. Roberts assists with conducting inspections of airport property to identify potential airport hazards associated with wildlife movements on or near the airport property as required by the airport Wildlife Hazard Management Plan and the annual training of airport staff.

City of Daytona Beach Sea Turtle Protection Ordinance, City of Daytona Beach, Florida — Mr. Roberts was the Project Manager responsible for the development of lighting standards for beach front development to comply with Florida Fish and Wildlife Conservation Commission regulations for the protection of sea turtles and their hatchlings. The project included site assessment of existing conditions along the Cities beachfront, public coordination and meetings, development of lighting standards, and preparation of a draft ordinance.

Districtwide Environmental Consulting Services, FDOT District Five, Florida — Mr. Roberts currently serves as the Project Manager for this contract, originally awarded in February of 2010 and renewed for a second term in March 2015. It provides for Natural and Physical Impact studies and Cultural and Historical Resources studies as outlined in Part 2 of the FDOT PD&E Manual. E Sciences has completed over 100 task assignments that include endangered species biological assessments for flora and fauna, gopher tortoise relocations, cultural resource assessments, contamination screenings, noise studies, wetland assessments, and preparation of ETDM summary reports. One of the Cultural Resource Assessment Surveys was for the replacement of the bridge (#795502) over Halifax Canal in Holly Hill.

Attachment: McKim Creed_City of Holly Hill Prof Survey Services (2144 : RFQ 18-PW-01 - Professional Surveying Services)



Paul Sebert has served as a senior environmental planner and consultant on various state and local projects for the FDOT, as well as municipal government clients throughout Florida. Projects range from major interstate widenings, bridge replacements, urban road widenings, land use studies, and municipal code and regulation development. He served as the senior planner responsible for wetland permitting at Orange County for six years reviewing environmental documents and applications, and represented the Environmental Department on the County's Development Review Committee. Mr. Sebert's experience includes preparation of the environmental documents needed for local, state and federal permits including Environmental Resource Permits, NEPA documents for FHWA, HUD, and FAA. Wetland assessments, endangered species biological assessments, Section 4(f) DOA and Noise Studies have been prepared for projects that ranged from CEs and SEIRs to EAs. He has significant experience and knowledge of the PD&E study process and has provided preparation and review services for FDOT in Districts One, Four and Five. As an extension for FDOT District Five staff, Mr. Sebert provides assistance with scheduling projects, development of scopes, permit and mitigation tracking, and reviews of reports and plans for consistency with FDOT's PD&E Manual and Permitting guidelines.

Education

B.A., Environmental Studies Rollins College, 1991

Professional Licenses / Certifications

FDEP Qualified Stormwater Management Inspector No. 22360 and Instructor, No. 688

Years of Experience

25

Project Experience

Tymber Creek Road, Volusia County, Florida — Mr. Sebert was the senior scientist responsible for the assessment of wetland impacts and mitigation for the widening of Tymber Creek Road. The project included performing Florida UMAM on wetlands proposed for impact along the project corridor and on wetland and upland habitat proposed as off-site mitigation. The project was performed under the Volusia County Continuing Environmental Services Contract.

East Central Florida Regional Rail Trail, FDOT District Five, Volusia and Brevard Counties, Florida — Mr. Sebert was the senior environmental scientist responsible for environmental assessment and preparation of wetland and wildlife reports. This project involves the preliminary design of a 52-mile multi-use trail through western Volusia County and northern Brevard County. He was responsible for the environmental assessment of the project alignment in accordance with the FDOT PD&E Manual.

Districtwide Environmental Consulting Services, FDOT District Five, Florida — Mr. Sebert provides assistance to the District Five Environmental Management Office providing studies as needed for specific transportation projects. The scope of work includes the development and preparation of categorical exclusions and other environmental documents needed to satisfy the requirements of NEPA and/or other related federal and state environmental laws and regulations, and review of PD&E documents for consistency with NEPA criteria.

General Engineering Consultant, FDOT District Five, Florida — Mr. Sebert assists the Permitting Office, as an extension of their staff, providing: permit coordination on design projects, plan submittals and permit application reviews for design and local agency program projects, environmental permitting for in-house design projects, electronic review comment assignments, and pre-production and top management summary updates. Work has included field reviews, coordination with regulatory agency staff, attending pre-application meetings, mitigation tracking tasks, and attending scope and unit meetings with FDOT staff and design teams.

City of Daytona Beach Sea Turtle Protection Ordinance, City of Daytona Beach, Florida — Mr. Sebert was the senior scientist responsible for the development of lighting standards for beach front development to comply with Florida Fish and Wildlife Conservation Commission regulations for the protection of sea turtles and their hatchlings. The project included site assessment of existing conditions along the Cities beachfront, public coordination and meetings, development of lighting standards, and preparation of a draft ordinance.

PAST EXPERIENCE WITH GOVERNMENT ENTITIES

McKim & Creed has positioned itself on the cutting edge of the surveying and mapping profession by using the latest technologies, field and computer equipment, and techniques to produce accurate surveys in a timely, cost-effective manner. We are a full-service Geomatics firm, so any coordination issues involving subconsultants, as well as accompanying costs, are minimized. McKim & Creed maintains a strong history of serving various municipal and government clients. This experience has provided our team with an understanding of the unique and diverse needs of municipal clients.

McKim & Creed has an extensive history of executing complex, highly critical projects for municipalities and government agencies, some of which include Volusia, Brevard, Polk, Hillsborough, Pinellas, Hernando, and Manatee Counties; City of Palm Coast, City of Sarasota, and various FDOT districts. **We are well prepared to provide the City of Holly Hills with any surveying and mapping services that may be needed.**

Our team has successfully executed projects of various sizes for a multitude of municipal/public clients. Oftentimes these projects require the provision of multiple survey services on the same task order; boundary, topographic, control, utility location, sketches & legal descriptions, and even hydrographic services may be required on the same project.

Further, these projects usually require us to work alongside government staff, other consultants, and the public. McKim & Creed's public involvement is rooted in the understanding that as consultants working on government projects, we are perceived as extensions of the City of Holly Hill. We will be involved with the public as is appropriate for the given project, and will strive always to represent the city with only the utmost professionalism and courtesy.

The McKim & Creed mantra is "people helping people," and this extends to our employees, clients, and communities we serve.

The services we provide have value in various applications—from land-use planning to disaster preparedness. We've successfully delivered countless projects for municipal clients throughout Florida.



Individual tree inventory and canopy modeling

SPECIALIZED EXPERIENCE

High-definition laser scanning creates detailed 3D models of infrastructure. Providing this service for over a decade, McKim & Creed has found it useful in surveying inside buildings, plant facilities, and electric substations.

Mobile LiDAR is an advanced technology that few firms can offer. At a basic level, it combines high-definition laser scanning with motion sensing technology, survey-grade GPS, and photography in order to map the 360-degree world while driving a survey vehicle at posted highway speeds. Collecting up to 1 million data points per second, mobile LiDAR is an ideal tool for certain roadway/linear-type projects.

Subsurface location is a field in which McKim & Creed provides comprehensive service. Utilizing electromagnetic induction, ground penetrating radar, and vacuum excavation, our trained technicians safely provide subsurface utility location services to all Quality Levels A – D.

Unmanned Aerial Systems (UAS) - commonly known as "drones" - are a revolutionary technology in the surveying profession and one in which McKim & Creed has been a leading contributor. UAS mapping combines the highest-resolution

STRENGTH IN NUMBERS

40

YEARS IN BUSINESS

425

EMPLOYEES

20

U.S. OFFICES

220

GEOMATICS
EMPLOYEES

aerial imagery (<2 cm) with accurate geospatial information. Every coordinate in the photo has an assigned coordinate and elevation with accuracy comparable to commonly used RTK GPS. Further, the use of dense image matching technology allows McKim & Creed to create accurate, high-resolution 3D models from these photographs. This data is able to be collected at rapid speeds, providing significant cost savings to the city. McKim & Creed has recently used this technology for beach monitoring/ coastal mapping, volumetric quantity surveys, topographic surveys for design, and construction monitoring.

FAMILIARITY WITH VOLUSIA COUNTY AND THE CITY OF HOLLY HILLS

Our dedicated, local team understands the survey related needs of Holly Hill projects. We recognize the importance of quality survey work products to the overall success of the City's objectives. We are well qualified and highly experienced in all aspects of requested services including the production of base mapping, legal descriptions, boundary surveys, topographic surveys, right-of-way surveys, researching land records, deeds, etc. necessary for various projects. Beyond that, we are a full service subsurface utility engineering provider capable of providing ASCE Quality Levels A, B, C, and D services to identify utility conflicts for the various projects of this assignment.

Our team is also highly proficient in conducting field stake out and marking of proposed projects, right-of-way, and easements. In our past experiences, we have successfully provided these services directly to Volusia County personnel, as well as worked in collaboration with other design consultants.



SERVICE SUMMARY

McKim & Creed is ready to assist the City of Holly Hill in the production of quality base mapping for any of their projects. Our field crews are highly experienced in these services. We understand the key fundamentals of a variety of project types. Whether it's a detailed survey for an intersection drainage problem where components such as pavement elevations, traffic and pedestrian facilities, as well as underground piping are critical. Or, for a sanitary sewer project where precise elevations are needed for pipes as well as accurate data on other subsurface utilities are vital. Our team stands ready to provide targeted services for the specific need in order to best serve the City's objectives.

The preparation of legal descriptions for properties, easements, right-of-way acquisitions or other land conveyances is a fundamental element of our typical surveying operations. Our team of Florida Professional Land Surveyors are experts in the preparation of plat maps and legal descriptions. Under their guidance, our local office has produced hundreds of legal descriptions for private property owners and municipalities alike. We also work with major utility providers like Duke Energy providing similar services.

The determination of locations of property lines, boundaries, easements, and right-of-way is paramount to our profession. It requires special care and experience to properly weight the field evidence alongside the historic deeds, plats, and other records to make the right call. And, our experienced professionals are well equipped to make these determinations with the utmost professional care.



Performing topographic surveys to determine and verify locations and elevations of structures and topographic features is a service which McKim & Creed excels. We understand the needs of municipalities and know that an accurate and reliable map of the existing conditions is critical to designing future improvements.

Right-of-Way surveys are an important need for the City of Holly Hill. We are well experienced in the mapping of existing rights of way and the preparation of acquisition documents for defining new right of way parcels. We have worked with multiple municipalities for these services as well as with Florida DOT.

We also understand the critical role the research plays in the successful delivery of surveying services. We are highly component in researching land records including deeds and plats. These records are vital to producing accurate survey work products. Our experts have researched countless miles of roadways and utility routes along with hundreds of individual parcels.

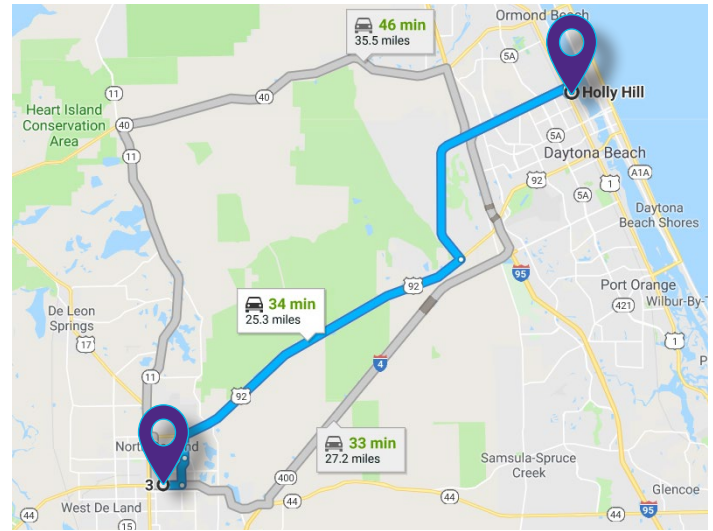
You can count on McKim & Creed to ensure that all of your surveying data will be GIS compatible. As part of our overall Geomatics team, our GIS department has an extensive history of working with municipalities. Not only can they supply data for your existing system, we are also creating new full systems, adding new components and data sets, as well as integrating new features into existing systems.



We offer a full range of airborne LiDAR and photogrammetry solutions. Additionally, we have positioned ourselves on the leading edge of the emerging UAS, or “drone”, services. We are not a surveying company who just happens to own an off-the-shelf drone. Our developers are working hand in hand with leading airframe manufacturers, LiDAR sensor and camera makers, and software engineers in this new and exciting field. In fact, our UAS team was recently recognized for a National ACEC Proof of Concept award for our drone based survey validation studies.

LOCATION OF THE FIRM AND THE TEAM

The primary locations for this contract will be DeLand. Additionally, McKim & Creed has 5 Florida survey offices around the state with a total of 132 employees



PROJECT EXAMPLE



Volusia County, Spring to Spring Trail Detroit Terrace to Highbanks

McKim & Creed completed a design survey for a 3.2 mile portion of the Spring to Spring trail.

The survey began at the southwest corner of Debary Plantation Phase III, at Highbanks Road, just east of Rob Sullivan Park. The project ran easterly along Highbanks Road to Donald Smith Boulevard, then north along Donald Smith Boulevard to Debary Plantation Boulevard, then continuing north along a Duke Energy easement and the proposed alignment of the trail. The survey ended at the intersection of the old CSX railroad. Completed in two phases, Phase 1 went between the Volusia County Water Plant and the CSX Railroad. Phase 2 went between Highbanks Road and the water plant.

McKim & Creed established a survey traverse along the proposed trail corridor. A combination of conventional traverse and GPS observations will be used to establish the horizontal control. We established the vertical control utilizing St. Johns Water Management District benchmarks. McKim & Creed located sufficient land corners to establish the north line of the NW 1/4, the east lines of the NW 1/4 and the SW 1/4, all in Section 21, Township 18 South, Range 30 East, as well as the northerly right of way of Highbanks Road and the westerly right of way of Donald Smith Boulevard, within the project limits.

McKim & Creed provided a topographic survey database along the proposed trail by collecting cross-sections every 100 feet along the three mile route. All Duke Energy structures within the power line easement were located, as well as any other above ground utilities and evidence of subsurface utilities.

EXPERIENCE IN ENVIRONMENTAL CONSULTING

E Sciences, Incorporated (E Sciences) is an environmental, engineering and ecological consulting firm providing a wide range of services to clients in both the public and private sectors. Formed in 2000, E Sciences brings together a team of professional and technical staff members with a long history of successfully executing projects throughout Florida and the Southeastern United States. Their fundamental philosophy is based on responsiveness, expertise and creating value for our clients.

ENVIRONMENTAL CONSULTING SERVICES



E Sciences provides a full range of environmental services to identify, remediate and resolve issues related to contamination of soil and groundwater. We have extensive experience investigating and remediating surface and subsurface environments for a variety of contaminants from petroleum, chlorinated solvents and other hazardous materials and are intimately familiar with geological and hydrogeological systems in Florida and the southeastern United States. Our environmental staff includes registered professional engineers and geologists, and degreed scientists whose expertise provides a comprehensive combined set of skills that support our clients' goals through and even beyond the planning, design and construction phases of projects.

ENGINEERING CONSULTING SERVICES

Our engineering staff includes professionally licensed engineers with degrees in civil and environmental engineering. E Sciences provides a broad scope of engineering services related to water quality management, stormwater management, transportation support, infrastructure management, hydrologic restoration and preservation, watershed planning and FEMA floodplain management and permitting, and permitting and compliance. We assist clients with major regulatory programs such as NPDES Phase I and Phase II permitting and compliance, Clean Water Act services, and numerous other specialty areas. E Sciences professionals are skilled in facilities engineering, including transaction support services such as Property Condition Surveys and Development Feasibility Studies for industrial and commercial land uses.

ECOLOGICAL CONSULTING SERVICES



Our ecological staff includes full-time senior environmental scientists with degrees in soil and water science, ecology, biology, earth science, urban forestry and marine biology. E Sciences' primary ecological services include wetland delineation and evaluation; wildlife surveys and permitting; habitat assessments and conservation plans; marine and coastal ecology; wetland and habitat restoration; urban forestry and tree inventories; land management, and natural systems analysis. We have extensive experience permitting projects with the USACE, USFWS, FDEP, Water Management Districts and local municipalities throughout Florida.

CITY OF HOLLY HILL

- « E Sciences provided the Cultural Resource Assessment Survey (CRAS) and report for the replacement of the bridge (#795502) over Halifax Canal in Holly Hill.
- « E Sciences staff provided the environmental analysis for the Florida Department of Transportation's Arterial Investment Study of the 35-mile segment of US 1 (from SR 442 in Edgewater to I-95 in Ormond), in Volusia County. During this study one of the public workshops was held at Holly Hill City Hall.

::TAB IV CUSTOMER LISTING



CUSTOMER LISTING

McKim & Creed has a strong working history with clients throughout Florida. While our list is extensive, we have detailed clients and contacts for whom we consistently provide geomatic services similar in size, scope and possible complexity.

CLIENT	CONTACT	PHONE / EMAIL
City of Daytona Beach Public Works 950 Bellevue Avenue Daytona Beach, FL 32115	Ms. Michelle Martin <i>Technical Services Project Manager</i>	P: (386) 671-8006 E: MartinMichelle@CODB.US
Stantec, Inc. 777 S Harbour Island Blvd Suite 600 Tampa, FL 33602	Mr. Mark Foster <i>Sr. Project Manager</i>	P: (813) 223-9500 E: Mark.Foster@stantec.com
Sarasota County 1660 Ringling Blvd. Sarasota, FL 32436	Ms. Wendy Tigges <i>Real Estate Services</i>	P: (941) 861-5000 E: wtigges@scgov.net
Pinellas County 22211 US 19 North Clearwater, FL 33765	Mr. Gregory Duque <i>Project Surveyor</i>	P: (727) 464-8904 E: gduque@pinellascounty.org
Hernando County 1525 E. Jefferson St. Brooksville, Florida 34601	Mr. Clay Black, PE <i>Stormwater Engineer</i>	P: (352) 754-4458 E: cblack@hernandocounty.us
HDR Engineering, Inc. 5426 Bay Center Drive, Suite 400 Tampa, FL 33609	Mr. Kent McWaters <i>Sr. Vice President</i>	P: (813) 282-2428 E: kent.mcwaters@hdrinc.com
Hanson Professional Services, Inc. 8075 Gate Parkway West, Suite 204 Jacksonville, FL 32216	Mr. Clint Smith <i>Project Manager</i>	P: 904-737-0090 E: ccsmith@hanson-inc.com
HSQ Group, Inc. 397 Wekiva Springs Road, Suite 225 Longwood, FL 32779	Mr. Nour Shehadeh, PE <i>Vice President</i>	P: (407) 772-7011 E: nour@hsqgroup.net
Infrastructure Engineers, Inc. 200 East Robinson Street, Suite 1560 Orlando, FL 32801	Mr. Mike Mohler <i>Senior Project Manager</i>	P: (407) 957-1660 E: mmohler@infrastructureengineers.com
Stantec 11315 Corporate Boulevard, Suite 105 Orlando, FL 32817-8340	Mr. William Cook <i>Roadway Engineer</i>	P: (407) 823-8966 E: william.cook@stantec.com

TAB V ACCEPTANCE TO CONDITIONS



ACCEPTANCE OF CONDITIONS

McKim & Creed accepts the terms and conditions as defined in the RFQ.

TAB VI DOCUMENTS



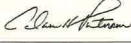
PROFESSIONAL CERTIFICATIONS/LICENSES


 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.: **LS6177**
 Expiration Date: February 28, 2019

Professional Surveyor and Mapper License
 Under the provisions of Chapter 472, Florida Statutes

SCOT ALLAN CARPENTER
 24803 SIENA DRIVE
 LUTZ, FL 33559


 ADAM H. PUTNAM
 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.


 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.: **LS3293**
 Expiration Date: February 28, 2019

Professional Surveyor and Mapper License
 Under the provisions of Chapter 472, Florida Statutes

KEVIN MICHAEL MAYLONE
 PO BOX 740974
 ORANGE CITY, FL 32774


 ADAM H. PUTNAM
 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.


 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.: **LB7917**
 Expiration Date: February 28, 2019

Professional Surveyor and Mapper Business License
 Under the provisions of Chapter 472, Florida Statutes

MCKIM & CREED INC.
 1730 VARSITY DR STE 500
 RALEIGH, NC 27606-2689


 ADAM H. PUTNAM
 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: McKim Creed_City of Holly Hill Prof Survey Services (2144 : RFQ 18-PW-01 - Professional Surveying Services)

::TAB VII REQUIRED FORMS

STANDARD CONSTRUCTION CONTRACT

PROPOSERS CHECKLIST

CONFLICT OF INTEREST AFFIDAVIT

PROPOSERS QUALIFICATION FORM

DECLARATION STATEMENT

INSURANCE REQUIREMENTS

DRUG FREE WORKPLACE CERTIFICATION

NON-COLLUSION AFFIDAVIT OF PRIME
BIDDER

ACKNOWLEDGMENTS

COMPLIANCE WITH PUBLIC RECORDS
LAW

REFERENCES FORM

PUBLIC ENTITY CRIMES STATEMENT

VENDOR INFORMATION

W9



PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Professional Surveying Services
Request for Qualification (RFQ) #18-PW-01

THIS AGREEMENT is made and entered into this _____ day of July, 2018, by and between McKim & Creed Inc, duly authorized to conduct business in the State of Florida and whose address is 505 East New York Avenue, Suite 3, DeLand, FL 32724 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 #18-PW-???), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options which may be exercised at the sole discretion of the City.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:

Scot Carpenter, PSM Asst Vice President (Name, Title)
McKim & Creed Inc (Company)
505 East New York Avenue, Suite 3 (Address)
DeLand, FL 32724 (City, State, Zip)
386.873.4517 (Phone)

Attachment: McKim Creed_City of Holly Hill Prof Survey Services (2144 : RFQ 18-PW-01 - Professional Surveying Services)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

WITNESSES:

Attachments: A. RFQ #18-PW-01
B. Firm Response to RFQ
C. Scope of Service

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: _____

Dated: _____

Approved by the City Commission of the City of
Holly Hill at a meeting held on this _____
day of _____, 2018 under
Agenda Item No. _____.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The mailing envelope must be sealed and marked with Qualification Number "RFQ 18-PW-01", Qualification Title "PROFESSIONAL SURVEYING SERVICES" and Due Date "@ 2:00 pm".

8

- ☒ The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

McKim & Creed Inc

Company



Authorized Signature

Scot Carpenter, PSM Asst Vice President

Printed Name & Title

scarpenter@mckimcreed.com

Email

505 East New York Avenue, Suite 3

Address

DeLand, FL 32724

City, State, Zip Code

386.873.4517

Telephone No.

386.873.4518

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

McKim & Creed Inc

Company

Authorized Signature

Scot Carpenter, PSM Asst Vice President

Printed Name & Title

scarpenter@mckimcreed.com

Email

505 East New York Avenue, Suite 3

Address

DeLand, FL 32724

City, State, Zip Code

386.873.4517

Telephone No.

386.873.4518

Fax No.

State of Florida

City of DeLand

SUBSCRIBED AND SWORN to before me this 13th day of June, 20 18, by

Scot A. Carpenter, who is personally known to me to be the

ASST. VICE PRESIDENT for the Firm, OR who produced the following

identification: Florida Driver License.

Janet L. Neuman

Notary Public

My Commission Expires: July 29, 2021



JANET L. NEUMAN
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXPIRES JULY 29, 2021
COMM. #0082512

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
60%	State Road 35 from CR 470 to SR 44	\$ 849,784.00
90%	Howland Blvd Widening Survey and Mapping	\$ 217,341.00
75%	Spring to Spring Trail (Dirksen to Detroit Terrace)	\$ 156,766.00

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

McKim & Creed's pending awarded projects vary by size and scope. We currently hold on-call contractual agreement with the City of Daytona Beach and Volusia County. As of now, we do not have anything pending that would prevent our team from performing any services requested by the City of Holly Hill.

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☒ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attached

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 0 **Total Fees for work done on all City projects**

*McKim & Creed has not had the opportunity to work directly with the City of Holly Hills. McKim & Creed has offices throughout Florida and has worked either as a prime or subconsultant with many municipalities.

LITIGATION

ACTIVE LAWSUITS

ONWASA v. McKim & Creed -ONWASA filed a lawsuit against McKim & Creed alleging that we improperly designed a \$44,000 actuator replacement.

LITIGATION WITHIN THE PAST 5 YEARS:

April 16, 2018

1. American Integrity Insurance v. McKim & Creed – Property damage claim relating to survey boundary rod – 2017 – Resolved in 2017
2. Onslow Water and Sewer Authority v. McKim & Creed - Claim based on improper equipment being installed by contractor – 2017
3. Tony E. Hawley Construction Co. v. Mckim & Creed – Claim from contractor that time extensions were not properly granted – 2017 – Dismissed in 2017

REFERENCES:Bank(s) Maintaining Account(s): First National Bank, 919-881-1673Bank Contact: Amanda Worrell

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 40. If firm is a corporation, please list state in which it is incorporated: North Carolina. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

McKim & Creed IncCompanyAuthorized SignatureScot Carpenter, PSM Asst Vice PresidentPrinted Name & Titlescarpenter@mckimcreed.comEmail505 East New York Avenue, Suite 3AddressDeLand, FL 32724City, State, Zip Code386.873.4517Telephone No.386.873.4518Fax No.

DECLARATION STATEMENT

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

RE: RFQ NO. 18-PW-01 - "PROFESSIONAL SURVEYING SERVICES for City of Holly Hill"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #18-PW-01**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 13TH day of JUNE, 2018 in the City of DeLand, in the State of FLORIDA.

McKim & Creed Inc
Company



Authorized Signature

505 East New York Avenue, Suite 3
Address

DeLand, FL 32724
City, State, Zip Code

Scot Carpenter, PSM Asst Vice President
Printed Name & Title

386.873.4517
Telephone No.

scarpenter@mckimcreed.com
Email

386.873.4518
Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

☒ 1. Worker's Compensation
Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements.

☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements.
Bodily Injury & Property Damage
\$1,000,000 single limit per
occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability
\$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included

☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage
\$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFQ** Number and **SURVEYING SERVICES**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

McKim & Creed Inc
Company

Authorized Signature

Scot Carpenter, PSM Project Manager
Printed Name & Title

scarpenter@mckimcreed.com
Email

BBT Insurance Services
Insurance Agency

Deborah Church (General Liability, Auto Liability, Workers
Signature of Proposer's Agent Compensation requirements only)

505 East New York Avenue, Suite 3
Address

DeLand, FL 32724
City, State, Zip Code

386.873.4517
Telephone No.

386.873.4518
Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence Per Claim |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit, for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

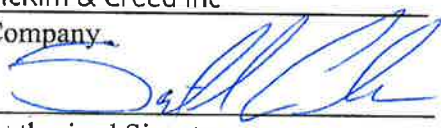
- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFQ** Number and **SURVEYING SERVICES**.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

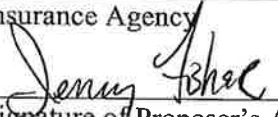
McKim & Creed Inc
Company


Authorized Signature

Scot Carpenter, PSM Project Manager
Printed Name & Title

scarpenter@mckimcreed.com
Email

BB&T Insurance
Insurance Agency


Signature of Proposer's Agent

505 East New York Avenue, Suite 3
Address

DeLand, FL 32724
City, State, Zip Code

386.873.4517
Telephone No.

386.873.4518
Fax No.

Attachment: McKim Creed_City of Holly Hill Prof Survey Services (2144 : RFQ 18-PW-01 - Professional Surveying Services)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

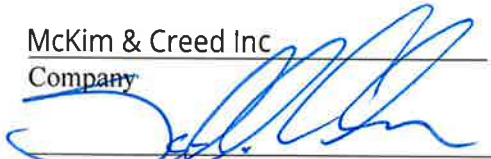
Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ **YES**
☐ **NO**

McKim & Creed Inc
 Company


 Authorized Signature

Scot Carpenter, PSM Asst Vice President
 Printed Name & Title

scarpenter@mckimcreed.com
 Email

505 East New York Avenue, Suite 3
 Address

DeLand, FL 32724
 City, State, Zip Code

386.873.4517
 Telephone No.

386.873.4518
 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLORIDACounty of VOLUSIASCOT CARPENTER, being first duly sworn, deposes and says that:He/she is Asst Vice President of McKim & Creed Inc, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

McKim & Creed Inc

Company

Authorized Signature

505 East New York Avenue, Suite 3

Address

DeLand, FL 32724

City, State, Zip Code

Scot Carpenter, PSM Asst Vice President
 Printed Name & Title
386.873.4517

Telephone No.

scarpenter@mckimcreed.com

Email

386.873.4518

Fax No.

Subscribed and sworn to before me this 13th day of June, 2018.Janet L. NeumanNotary

Title

My Commission Expires: July 29, 2021

JANET L. NEUMAN
 NOTARY PUBLIC, STATE OF FLORIDA
 MY COMM. EXPIRES JULY 29, 2021
 COMM. #G092512

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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: McKim & Creed Inc

Authorized representative (printed): Scot Carpenter, PSM

Authorized representative (signature): 

Project Number: **RFQ #18-PW-01**

Date: 6/13/2018

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Sarasota County
 Address: 1660 Ringling Blvd., Sarasota, FL 32436
 Point of Contact: Ms. Wendy Tigges, Real Estate Services
 Phone #: (941) 861-5000 Email address: wtigges@scgov.net
 Service(s) Provided: McKim & Creed has worked with Sarasota County consistently over several years
and during this time has provided the County with professional survey services for
 Dates of Service: many of their projects

2. Name of Company: Pinellas County
 Address: 22211 US 19 North, Clearwater, FL 33765
 Point of Contact: Mr. Gregory Duque, Project Surveyor
 Phone #: (727) 464-8904 Email address: gduque@pinellascounty.org
 Service(s) Provided: McKim & Creed has worked with Pinellas County consistently over several years
and during this time has provided the County with professional survey services for
 Dates of Service: many of their projects

3. Name of Company: HDR Engineering, Inc.
 Address: 5426 Bay Center Drive, Suite 400, Tampa, FL 33609
 Point of Contact: Mr. Kent McWaters, Sr. Vice President
 Phone #: (813) 282-2428 Email address: kent.mcwaters@hdrinc.com
 Service(s) Provided: McKim & Creed has worked as a subconsultant with HDR Engineering consistently
over several years and during this time has provided the their team with
 Dates of Service: professional survey services for many of their projects

4. Name of Company: Stantec
 Address: 11315 Corporate Boulevard, Suite 105, Orlando, FL 32817-8340
 Point of Contact: Mr. William Cook, Roadway Engineer
 Phone #: (407) 823-8966 Email address: william.cook@stantec.com
 Service(s) Provided: McKim & Creed has worked as a subconsultant with Stantec consistently over
several years and during this time has provided the their team with professional
 Dates of Service: survey services for many of their projects

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill
by Scot Carpenter, PSM Asst Vice President
(Print Individual's Name and Title)
for McKim & Creed Inc
(Print Name of Entity Submitting Sworn Statement)
whose business is
505 East New York Avenue, Suite 3, DeLand, FL 32724

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-2136769

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

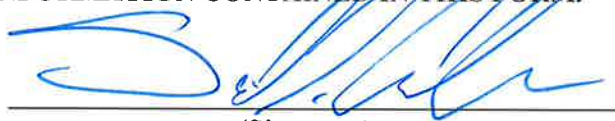
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

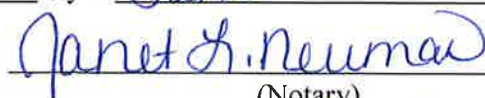
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

Sworn and subscribed before me this 13th day of June, 2018.

Personally known _____


(Notary)

OR produced identification X

Notary Public State of Florida

Florida Driver License
(Type of Identification)

My commission expires: July 29, 2021



JANET L. NEUMAN
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXPIRES JULY 29, 2021
COMM. #GG92512

VENDOR INFORMATION

Vendor is:

(X) Corporation

() Partnership

() Sole Proprietorship

() Other _____ (Explain)

Federal Employer Identification Number: 56-2136769

Firm Name: McKim & Creed Inc

Mailing Address: 505 East New York Avenue, Suite 3, DeLand, FL 32724

Telephone No.: 386.873.4517

Fax No.: 386.873.4518

Email Address: scarpenter@mckimcreed.com Web Address: www.mckimcreed.com

If remittance address is different from the mailing address so indicate below.

Firm Name: McKim & Creed Inc

Remittance Address: PO Box 6193, Hermitage, PA 16148-0922

Submitted by: _____



Name & Title Printed: Scot Carpenter, PSM, Asst Vice President

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
McKim & Creed, Inc.

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

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

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

5 Address (number, street, and apt. or suite no.)
1730 Varsity Drive, Suite 500

6 City, state, and ZIP code
Raleigh, NC 27606

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-			-			
or									
Employer identification number									
5	6	-	2	1	3	6	7	6	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

[Signature]

Date ▶ *1/26/2018*

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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



SUBMITTED BY:

MCKIM & CREED | DELAND, FL

386.873.4517 | MCKIMCREED.COM





City of Holly Hill, Florida

ELECTRONIC COPY

Request for Qualifications RFQ# 18-PW-01 - Professional Surveying Services

Due Date: June 18, 2018 2:00 p.m.

Deliver to: City of Holly Hill
1065 Ridgewood Avenue
Attention: CITY CLERK
Holly Hill, FL 32117

Prepared by:



Southeastern Surveying and Mapping Corporation
Serving the Southeast Since 1972



Three independent Divisions working together for our Client's needs.

Contact Person: James L. Petersen, PSM, Project Manager
Address: Corporate Office 6500 All American Blvd., Orlando, FL.
Phone / Fax: 407- 292-8580 (2215) / 407 - 292-0141



Professional Surveying and Mapping in All Terrains



Professional Surveying and Mapping - Roadways, Highways, Interstates



Geographic Information Systems



Sub-Surface Utility Designation/Location

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TAB 1

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

MANAGEMENT SUMMARY

Southeastern Surveying and Mapping Corporation (SSMC)

SSMC has been in business and working in Volusia County since 1972, has an office in DeBary since 1999, and more importantly has been working under contract with the City of **Holly Hill** since 2013, the City of **Daytona Beach** since 2008, the City of **Port Orange** since 2001, the City of **Orange City** since 2015, and the City of **DeBary** as a subconsultant since 2005. A recent 2017/2018 notable FDOT project in **Volusia County** was the emergency reconstruction efforts of Highway A1A that involved Right of way Mapping, Design Topographic Survey of A1A extending into the Atlantic Ocean at the **Volusia, Flagler County** line

Founded in 1972, **SSMC** is an independent, employee-owned **Professional Surveying and Mapping; Geographic Information Systems (GIS); Subsurface Utility Engineering (SUE)** and **Grant Writing/Administration** team that serves Florida's leading public and private organizations.

SSMC's management staff of **25 Licensed Professionals** has a combined total of over **700+ years** of experience and supervises **28 Survey/CAD/GIS Technicians** and **45 Field Teams**. The **SSMC** team is made up of **200+ individuals**, **52** are **Nationally Certified Survey Technicians, (CST)** & **8** are **Nationally Certified GIS Professionals, (GISP)** that work together as a team using state of the art resources both field and office to provide Geospatial solutions to our many public sector and private sector clients. **SSMC's** teams can be deployed to provide a single statewide source for Geospatial data, graphic presentation, database design, delivery, and management. The **SSMC** Project Managers in all divisions are **hands on** maintaining constant contact with the client while at the same time minimizing the need for the client's participation.

The Underlying Philosophy of the Firm

Our clients know that our emphasis on **Quality, Schedule, and Budget** are **essential ingredients that make their projects successful**, and they need only a single phone number for every measurement, map or database solution. The direct result of **SSMC** working for decades with **Public Sector Clients** was the formation of **SSMC's** full service **Utility Division and Geographic Information (GIS) Division**. **SSMC's** Land Surveying, GIS and Subsurface Utility Divisions work closely together to meet our client's needs.

Traditional Services

Professional Surveying and Mapping by **SSMC** applies experience and a complete surveyor's toolkit including **4 WD vehicles, ATV's, boats, airboats, fathometers, Terrestrial Mobile and Static LiDAR, GPS, reflectorless total stations, digital levels**, electronic field books and a proprietary data collection format, and graphic production using MicroStation, ArcInfo, AutoCAD Civil 3D, AutoCAD Land Development, TopoDOT, Revit, CAICE, and GEOPAK tools to deliver compatible data in ready-to-use form to our clients and team members. Qualifications by the Federal Highway Administration, the **FDOT, FDEP, SWFWMD, SFWMD, SRWMD, NFWMD, SJRWMD** testifies that **SSMC** employs the staff, equipment, and methods suitable for three dimensional surveying and mapping to the highest standards. **Expedited schedules** and budget compliance are full time concerns, with daily tracking and reporting by an in-house designed system customized to the requirements of a full-service Surveying and Mapping Team that works with **Public Sector Clients** daily.

Non-Traditional Services

Geographic Information Systems (GIS) are created and maintained by **SSMC's** full service **GIS Division**. This division has been designing and developing digital maps and collecting data for their associated databases **since 1989** and to date has completed inventory and condition assessment/inspection projects for over 300,000 storm water features that have included culverts, ponds, conveyances, levees, dams, pump stations and manholes working for clients in diverse areas from city streets to the Seminole Tribe of Florida swamps. This division is also available to supply the training and support required to help clients derive maximum returns from the integration of **GIS mapping** into an asset management system. Utilities, Public Works and storm water management districts can derive substantial benefits from inventorying their facility's infrastructure and managing it, to support their maintenance and operations personnel. Detailed condition assessments and inspections linked to the geodatabase provide a resource for prioritizing future improvements. GPS equipped field teams from the GIS Division are readily available to furnish the data that populates the databases. Having located and mapped thousands of stormwater, water, wastewater and transportation assets,

SSMC's GIS Division has developed comprehensive GIS data models which can be used to jump start a client's GIS implementations. All GIS database design and development, data conversion, field data collection and GIS data delivery are managed under a common supervisory structure.

Non-Traditional Services

Subsurface Utility Designation and Location (Test Holes) by SSMC's full service Utility Division since 2000, employs the best electronic sensing devices as well as **Ground Penetrating Radar (GPR)** and records research to designate underground utilities and then uses highly mobile, safe, nondestructive vacuum excavation equipment to uncover and positively identify them. The **SSMC** Utility Division also performs **Closed Circuit Television (CCTV) Pipe Inspection Services**. The system is used to perform condition and as-built inspections and includes **laser profiling** capabilities. Pipe thickness testing using **Sonar Equipment** is an additional service offered as an alternative to cutting coupons on aging force mains.

This is an **excellent example** of how a "Single Stop Survey Shop" that has paid attention to their clients' needs over the years and made a substantial investment in the equipment, training and personnel that are ready to provide any traditional or non-traditional Surveying and Mapping needs without the need for outsourcing.

SSMC's administrative infrastructure includes continually updated Quality Control, Operations, Field Procedures, and Graphic Standards Manuals created and maintained in-house. The Manuals bring discipline and standardization to the work that is easy to translate to customer standards. Schedules at Southeastern Surveying are updated daily and budgets are reviewed weekly using custom software for time input and a Daily Schedule Report that is linked to a FDOT-audited accounting system.

SSMC's employees have enjoyed many years of continuing work relationships with engineering consultants, theme parks, developers, law firms, and all levels of government. Work is regularly performed throughout the entire State of Florida.

By submission of this RFQ Response the undersigned officers certify that they will accept the terms of this contract.

Key Officers: Name, Role, Phone Number, and E-mail

James L. Petersen, PSM / Senior Vice President
(407) 292-8580 – (2215)
 Email: jpetersen@southeasternsurveying.com

Gary B. Krick, PSM / President
407-292-8580 – (2211)
 Email: gkrick@southeasternsurveying.com

Sincerely,



James L. Petersen, PSM / Senior Vice President



Professional Surveying and Mapping in All Terrains



Professional Surveying and Mapping Roadways, Highways, Interstates



Three independent Divisions working together for our Client's needs.



Gary B. Krick, PSM / President



Geographic Information Systems



Subsurface Utility: Designation/Location

TAB 2

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

CORPORATE EXPERIENCE AND CAPACITY

Southeastern Surveying and Mapping Corporation (SSMC)

SSMC's CORPORATE EXPERIENCE

Size of the Firm: 210 Persons

Location of Corporate Office: Orlando, Branch Office DeBary

Number of Full Time Professional Staff: 25

Number of Part Time Professional Staff: N/A

Founded in 1972, SSMC is an independent, employee-owned Professional Surveying and Mapping; Geographic Information Systems (GIS); Subsurface Utility Engineering (SUE) and Grant Writing/Administration team that serves Florida's leading public and private organizations giving us over **four decades of hands on experience**.

SSMC's management staff of **25 Licensed Professionals** has a combined total of over **700+ years of experience** and supervises **28 Survey/CAD/GIS Technicians** and **45 Field Teams**. The SSMC team is made up of **200+ individuals**, **53 are Nationally Certified Survey Technicians, (CST)** & **8 are Nationally Certified GIS Professionals, (GISP)** that work together as a team using state of the art resources both field and office to provide Geospatial solutions to our many public sector and private sector clients. SSMC's teams can be deployed to provide a single statewide source for Geospatial data, graphic presentation, database design, delivery, and management. The SSMC Project Managers in all divisions are **hands on** maintaining constant contact with the client while at the same time minimizing the need for the client's participation.



SSMC's WORKLOAD & CAPACITY

In lieu of a list of current projects that will change from day to day **Southeastern Surveying and Mapping Corp. (SSMC)** has submitted an availability of staff document based on our current and projected work load that will more accurately convey the message that we want to convey. **SSMC** makes a commitment and has a record of being willing to dedicate whatever company resources are necessary both manpower / equipment in a **timely fashion**, to **expedite services** when necessary, and to complete all services **on time** and **within** the agreed upon **budget**.

The **SSMC** team has available 56% of current staff capability ready to be applied to new work. **SSMC** has a track record of being willing and able to meet all time and budget constraints.

The **SSMC** team resources and workload (select clients) allow significant time to be applied to the **City of Holly Hill** Projects. The **SSMC** Project Manager commits to dedicating significant time to complete all task assignments on time and within budget.

SSMC makes a commitment to **City of Holly Hill** that the Quality Assurance/Quality Control (QA/QC) of all tasks will be reviewed for accuracy, completeness and compliance with agreed upon scope by our dedicated QA/QC Manager.

SSMC team resources and workload (**Select Public Sector Clients**) allow significant time to be applied to **City of Holly Hill' Projects**.

SSMC makes a commitment to the **City of Holly Hill** that the management and administration of all Professional Services performed for the **City of Holly Hill** will be under the direction of **James L. Petersen, PSM, Project Manager**, licensed in the State of Florida with **39 years of hands on experience**.

SSMC's Key Personnel Staffing Availability Based on our Current and Projected Assignments

Project Personnel	Project Role	% Of Availability	Estimated Hrs per/Month
Prime Consultant: SSMC			
Gary B. Krick, PSM	President / Principal in Charge	Approximately 55%	92
James L. Petersen, PSM	Project Manager	Approximately 60%	100
James M. Dunn, II, PSM	Project Surveyor	Approximately 56%	93
Ryan E. Johnson, PSM	Project Surveyor	Approximately 54%	90
Brian R. Garvey, PE	V.P. / GIS Division Manager	Approximately 54%	90
Darryll DeMarsh	V.P. / Utility Division Manager	Approximately 55%	92

SSMC's Overall Staffing Availability Based on our Current and Projected Assignments

Project Personnel	No.	Total Hours	Current	Available	% Hours Available
CAD/Survey/GIS Technicians	72	144000	63000	81000	56%
Field Team Managers	2	4000	1750	2250	56%
GIS Systems Specialists	5	10000	4300	5700	57%
Utility Division Technicians	16	32000	14400	17600	55%
Licensed Professionals	12	24000	10500	13500	56%
Utility Division Manager	1	2000	860	1140	57%
Utility Coordinators / GPS Coordinators	2	4000	1880	2120	53%
Utility Division Project Managers	2	4000	1800	2200	55%
Administrative/IT Technicians	12	24000	10200	13800	58%
TOTALS	124	248000	108690	139310	56%

TAB 3

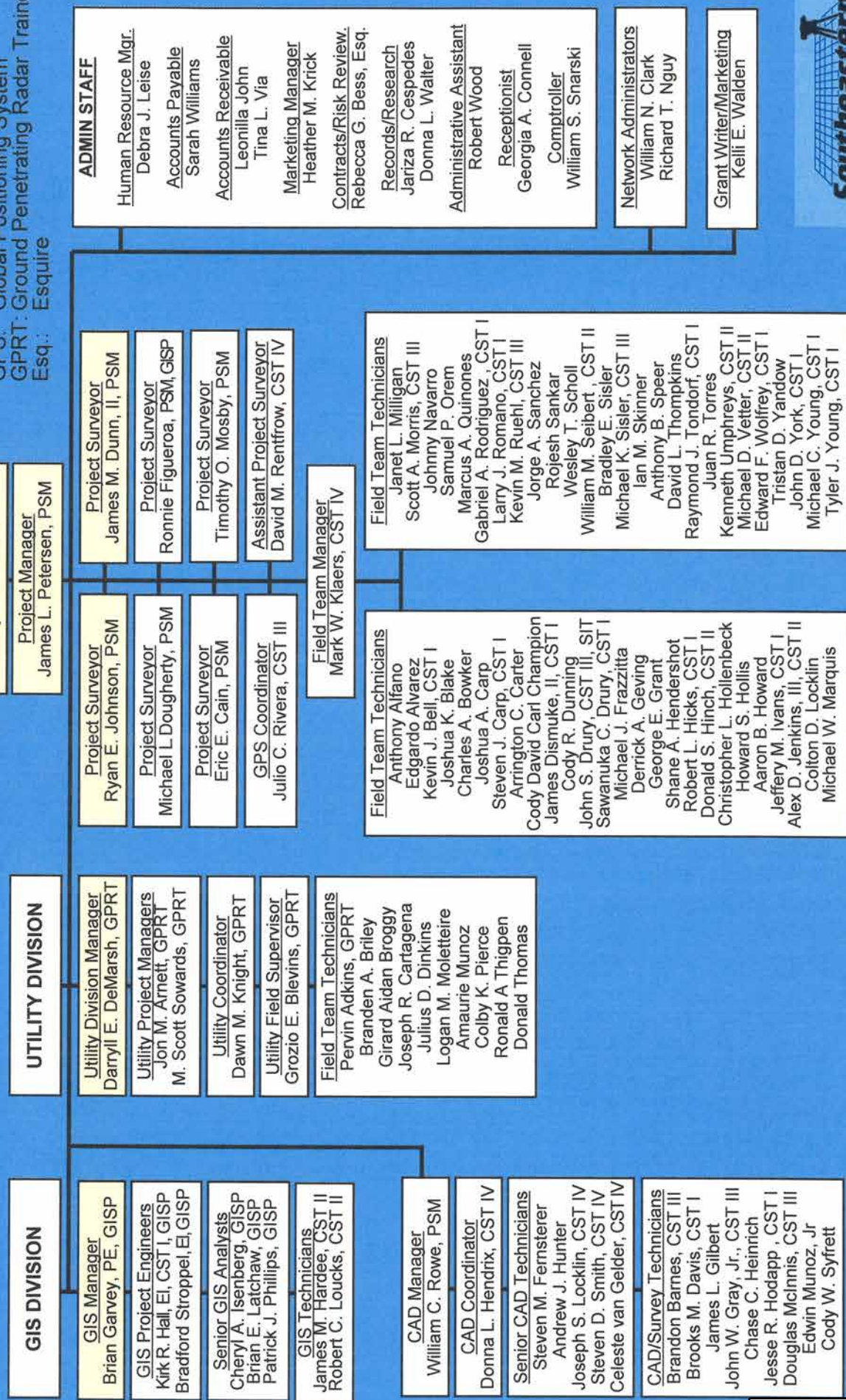
SOUTHEASTERN SURVEYING AND MAPPING CORP. ORGANIZATIONAL CHART



Legend:
 PSM: Professional Surveyor & Mapper (FL)
 PE: Professional Engineer
 EI: Engineering Intern
 SIT: Surveyor in Training (Florida)
 (qualified to sit for the State Exam)
 CST: Certified Survey Technician
 GIS: Geographic Information System
 GPS: Global Positioning System
 GPRT: Ground Penetrating Radar Trained
 Esq: Esquire

Principal in Charge
 Gary B. Krick, PSM

Project Manager
 James L. Petersen, PSM



SSMC's PROJECT MANAGER AND KEY TEAM MEMBERS

Professional Surveying and Mapping Services – Key Team Members

 Florida Department of Agriculture and Consumer Services Board of Professional Surveyors and Mappers LS4245 Professional Surveyor and Mapper GARY B KRICK IS LICENSED under the provisions of Ch. 472 FS Expiration date: February 28, 2019	<u>President / Project Manager / Principal in Charge</u> <u>Committed to Hands On Project Management</u> Gary B. Krick, PSM / Florida Registration LS4245 45 years of Professional Surveying and Mapping experience 45 years with the SSMC Team gkrick@southeasternsurveying.com
 Florida Department of Agriculture and Consumer Services Board of Professional Surveyors and Mappers LS4791 Professional Surveyor and Mapper JAMES LADDS PETERSEN IS LICENSED under the provisions of Ch. 472 FS Expiration date: February 28, 2019	<u>Senior Vice President / Point of Contact</u> <u>Commitment of all Company Resources</u> James L. Petersen, PSM / Florida Registration LS4791 40 years of Professional Surveying and Mapping experience 37 years with the SSMC Team jpetersen@southeasternsurveying.com
 Florida Department of Agriculture and Consumer Services Board of Professional Surveyors and Mappers LS4235 Professional Surveyor and Mapper JAMES MICHAEL DUNN II IS LICENSED under the provisions of Ch. 472 FS Expiration date: February 28, 2019	<u>Project Surveyor</u> <u>Committed to ensuring the timely delivery of a quality product</u> James M. Dunn, II, PSM / Florida Registration LS4235 48 years of Professional Surveying and Mapping experience 18 years with the SSMC Team jdunn@southeasternsurveying.com
 Florida Department of Agriculture and Consumer Services Board of Professional Surveyors and Mappers LS7130 Professional Surveyor and Mapper RYAN E JOHNSON IS LICENSED under the provisions of Ch. 472 FS Expiration date: February 28, 2019	<u>Project Surveyor</u> <u>Committed to ensuring the timely delivery of a quality product</u> Ryan E. Johnson, PSM / Florida Registration LS7130 14 years of Professional Surveying and Mapping experience 14 years with the SSMC Team rjohnson@southeasternsurveying.com
  State of Florida Board of Professional Engineers Brian R. Garvey, P.E. Is licensed as a Professional Engineer under Chapter 475, Florida Statutes License #39479 Expiration: 06/30/2019	<u>Vice President / GIS Division Manager</u> <u>Committed to being hands on with all GIS assignments</u> Brian R. Garvey, PE, GISP / Florida Registration #39479 / National GISP Certification #91332 35 years of Professional GIS Services experience 18 years with the SSMC Team bgarvey@southeasternsurveying.com
 Sensors & Software Inc. Darryl DeMarsh Has successfully completed the course on: The Principles, Practices and Processing of Ground Penetrating Radar. In recognition whereof we attach our names and seal of the company.	<u>Vice President / Utility Division Manager</u> <u>Committed to being hands on with all SUE assignments</u> Darryll E. DeMarsh, GPRT 25 years of Subsurface Utility Services (SUE) experience 19 years with the SSMC Team ddemars@southeasternsurveying.com

Attachment: SSMCs ELECTRONIC COPY_06-18-2018 (1) (2144 : RFQ 18-PW-01 - Professional Surveying Services)

SSMC's KEY TEAM MEMBER, ROLE, LOCATION, AVAILABILITY, TIME WITH SSMC, SPECIFIC EXPERIENCE RELEVANT TO CONTINUING PROFESSIONAL SURVEYING SERVICES CONTRACT

 Florida Department of Agriculture and Consumer Services Board of Professional Surveyors and Mappers LS4245 Professional Surveyor and Mapper GARY B KRICK IS LICENSED under the provisions of Ch. 472 FS Expiration date: February 28, 2019	<u>Gary B. Krick, PSM, Florida Registration LS4245</u> <u>Role:</u> President / Principal in Charge <u>Location:</u> Orange County/ Volusia County <u>Availability:</u> 55% <u>Years with the SSMC Team:</u> 45 Years <u>Example of Specific Experience Relative to this Project/Contract</u> • Professional Experience: 45 Years • Professional Surveying Services Contract Experience: 30 Years • City of Holly Hill Contract since 2013
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SSMC's KEY TEAM MEMBER, ROLE, LOCATION, AVAILABILITY, TIME WITH SSMC, SPECIFIC EXPERIENCE RELEVANT TO CONTINUING PROFESSIONAL SURVEYING SERVICES CONTRACT

 Florida Department of Agriculture and Consumer Services Board of Professional Surveyors and Mappers LS4791 Professional Surveyor and Mapper JAMES LADDIS PETERSEN IS LICENSED under the provisions of Ch. 472 FS Expiration date: February 28, 2019	<u>James L. Petersen, PSM, Florida Registration LS4791</u> <u>Role:</u> Senior Vice President / Project Manager / Point of Contact <u>Location:</u> Orange County <u>Availability:</u> 60% <u>Years with the SSMC Team:</u> 37 Years <u>Example of Specific Experience Relative to this Project/Contract</u> • Professional Experience: 40 Years • Professional Surveying Services Contract Experience: 30 Years • City of Holly Hill Contract since 2013
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SSMC's KEY TEAM MEMBER, ROLE, LOCATION, AVAILABILITY, TIME WITH SSMC, SPECIFIC EXPERIENCE RELEVANT TO CONTINUING PROFESSIONAL SURVEYING SERVICES CONTRACT

 Florida Department of Agriculture and Consumer Services Board of Professional Surveyors and Mappers LS7130 Professional Surveyor and Mapper RYAN E JOHNSON IS LICENSED under the provisions of Ch. 472 FS Expiration date: February 28, 2019	<u>James M. Dunn, II, PSM, Florida Registration LS4235</u> <u>Role:</u> Project Surveyor <u>Location:</u> Orange County <u>Availability:</u> 56% <u>Years with the SSMC Team:</u> 18 Years <u>Example of Specific Experience Relative to this Project/Contract</u> • Professional Experience: 48 Years • Professional Surveying Services Contract Experience: 30 Years • City of Holly Hill Contract since 2013
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SSMC's KEY TEAM MEMBER, ROLE, LOCATION, AVAILABILITY, TIME WITH SSMC, SPECIFIC EXPERIENCE RELEVANT TO CONTINUING PROFESSIONAL SURVEYING SERVICES CONTRACT

 Florida Department of Agriculture and Consumer Services Board of Professional Surveyors and Mappers LS7130 Professional Surveyor and Mapper RYAN E JOHNSON IS LICENSED under the provisions of Ch. 472 FS Expiration date: February 28, 2019	<u>Ryan E. Johnson, PSM, Florida Registration LS7130</u> <u>Role:</u> Project Surveyor <u>Location:</u> Orange County <u>Availability:</u> 54% <u>Years with the SSMC Team:</u> 14 Years <u>Example of Specific Experience Relative to this Project/Contract</u> • Professional Experience: 14 Years • Professional Surveying Services Contract Experience: 14 Years • City of Holly Hill Contract since 2013
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SSMC's KEY TEAM MEMBER, ROLE, LOCATION, AVAILABILITY, TIME WITH SSMC, SPECIFIC EXPERIENCE RELEVANT TO CONTINUING PROFESSIONAL SURVEYING SERVICES CONTRACT

 	<u>Brian R. Garvey, PE, GISP</u> <u>Florida Registration #39479</u> <u>National GISP Certification #91332</u> <u>Role:</u> Vice President / GIS Division Manager <u>Location:</u> Orange County <u>Availability:</u> 54% <u>Years with the SSMC Team:</u> 18 Years <u>Example of Specific Experience Relative to this Project/Contract</u> • Professional Experience: 35 Years • Professional Surveying Services Contract Experience: 18 Years • City of Holly Hill Contract since 2013
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SSMC's KEY TEAM MEMBER, ROLE, LOCATION, AVAILABILITY, TIME WITH SSMC, SPECIFIC EXPERIENCE RELEVANT TO CONTINUING PROFESSIONAL SURVEYING SERVICES CONTRACT



Darryll E. DeMarsh, GPRT

Role: Vice President / Utility Division Manager

Location: Orange County

Availability: 55%

Years with the SSMC Team: 19 Years

Example of Specific Experience Relative to this Project/Contract

- **Utility Experience: 25 Years**
- **Professional Surveying Services Contract Experience: 19 Years**
- **City of Holly Hill Contract since 2013**



GARY B. KRICK, PSM

1986 Florida Registration LS4245

Employment

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
President / Principal in Charge

FLORIDA
Years Employed (1973-Present)

Gary has over **45 years** of **Professional Surveying Services** experience. Gary is responsible for managing project resources, progress, completion time frames and budget. Gary has a proven track record of job performance, projects completed on time, within budget and providing quality deliverables. **Gary's commitment as the Principal-in-Charge for your contract is to commit all the resources and equipment needed to consistently deliver a quality product on time and within the agreed upon budget.**

Relevant Public Sector Surveying and Mapping Services Experience

City Government

- City of Altamonte Springs
- City of Apopka
- City of Belle Isle
- City of Cape Canaveral
- City of Casselberry
- **City of Cocoa**
- **City of Cocoa Beach**
- **City of Daytona Beach**
- **City of DeBary**
- **City of DeLand**
- **City of Edgewater**
- City of Eustis
- City of Groveland
- **City of Holly Hill**
- City of Kissimmee
- City of Lake Mary
- City of Leesburg
- City of Longwood
- City of Maitland
- City of Melbourne
- City of Merritt Island
- City of Mount Dora
- City of Ocala
- City of Ocoee
- City of Orlando
- City of Oviedo
- **City of Port Orange**
- City of Sanford
- City of St. Cloud
- City of St. Petersburg
- City of Tampa
- City of Tavares
- City of Titusville
- City of West Melbourne
- City of Winter Garden
- City of Winter Park
- City of Winter Springs
- Town of Windermere

County Government

- **Brevard County**
- Calhoun County
- Citrus County
- **Flagler County**
- Hernando County
- Highlands County
- Indian River County
- Lake County
- Marion County
- Orange County
- Osceola County
- Pasco County
- Pinellas County
- Polk County
- Seminole County
- Sumter County
- TOHO Water Authority
- **Volusia County**

Schools Districts/College

- Brevard County Public Schools
- The School Board of Lake County
- The School Board of Orange County
- The School Board of Seminole County
- Seminole State College
- The School District of Osceola County
- University of Central FL
- University of South FL
- Valencia College

State Government

- **FDEP Statewide**
- FDOT Districts: One, Two, Three, Four, **Five** and Seven
- FL Fish and Wildlife Conservation Commission (**Statewide**)

Water Management District (WMD)

- Northwest Florida WMD
- South Florida WMD
- Southwest Florida WMD
- **St. Johns River WMD**
- Suwannee River WMD

Education

Valencia Community College

Trimble GPS
Surveying Training Center

Continuing Education for
Licensing Requirements

Mean High Water
Surveying Training FDEP
Methodology

Professional Organizations

Central Florida and Volusia
County Chapter of the
Florida Surveying &
Mapping Society

Florida Surveying &
Mapping Society

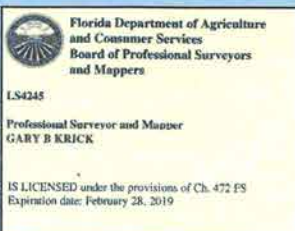
National Society of
Professional Surveyors

Florida Utility Coordinating
Committee

American Public Works
Association

Geodetic Users Group

Florida Board of
Professional Surveyors
and Mappers
Former Board Member





Education

Seminole Community
College

Continuing Education for
Licensing Requirements

Mean High Water Surveying
Training FDEP Methodology

Professional Organizations

Central Florida Chapter of
the Florida Surveying and
Mapping Society

Florida Surveying and
Mapping Society

National Society of
Professional Surveyors

Florida Utilities Coordinating
Committee

Florida Global Navigation
Satellite Systems (GNSS)
Users Group

University of Florida
Geomatics Program
Advisory Committee



Florida Department of Agriculture
and Consumer Services
Board of Professional Surveyors
and Mappers

LS4791

Professional Surveyor and Mapper
JAMES LADDS PETERSEN

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2017

JAMES L. PETERSEN, PSM 1990 Florida Registration LS4791

Employment

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

FLORIDA

Senior Vice President / Project Manager / **Point of Contact** Years Employed (1981-Present)

Jim has over **40 years** of **Professional Surveying Services** experience that has included the successful completion of **thousands** of Professional Surveying Services Projects. Jim's commitment as Project Manager is to be your single point of contact, to be hands on with all tasks assigned, and to deliver a quality product on time and within the agreed upon budget.

HARLING, LOCKLIN AND ASSOCIATES, INC. / Survey Technician / Orlando, FL

(1979-1981)

POST, BUCKLEY, SCHUH & JERNIGAN / Survey Draftsman / Orlando, FL

(1978-1979)

Relevant Project Experience

City of DeBary Government, Volusia County, as Sub-Consultant

- City of DeBary-Stormwater Acquisition Program:
 - 204 Grande Vista Street, Vacant Boundary Survey 2018
 - 405 West Highbanks, Boundary Survey 2018
 - 409 West Highbanks, Boundary Survey 2018
- City of DeBary-Stormwater Master Plan Projects:
 - Staff Gauge Replacements & Double Check Vertical Control 2010-2017
 - 265 Ponce Lane Drainage Improvements, Topographic Survey 2017
 - 44 Seminole Dr. Drainage Improvements, Topographic Survey 2015
 - 250 Adelaide Street Drainage Improvements, Topographic Survey 2014-2015
 - Fort Florida Rd. & Rivera Bella Dr., Topographic Survey 2015
- City of DeBary-Rob Sullivan Community Park Phase 2 ADA Accessible Emergency Access Road, Topographic Survey 2016

City of Edgewater Government, Volusia County, as Sub-Consultant

- Edgewater Dale Ave. to 10th Trail, Topographic Survey, Vacant Boundary Survey 2016

City of Orange City Government, Volusia County, as Prime Consultant

- East Banana Ave. Phase I, Boundary Survey, Environmental Assessment 2017
- Lift Station at Medical Center Drive, Topographic Survey 2017
- Marshall Pond Survey Request, Limited Topographic Survey 2017
- Dove Parcel, Easement Survey 2016
- Oak Hill Mobile Home Park-Parcels A & B, Boundary Survey 2016
- East Banana Ave. Plat of the Assessors Subdivision, Vacant Boundary Survey 2015

City of Orange City Government, Volusia County, as Sub-Consultant

- South Holly Avenue Community Redevelopment Agency Streetscape, Drainage & Utility Improvements, Topographic Survey, Utility Designation/Location 2017
- Blue Springs Nutrient Reduction Phase II - E. Graves Ave Drainage Improvements, Boundary Survey, Topographic Survey, Utility Designation 2016-2017
- Mill Lake Park:
 - Phase 3 Water Quality Improvements, Design Topographic Survey 2015-2016
 - Phase 2 Improvements, Topographic Survey 2015
 - Phase 1 Improvements, Topographic Survey 2015
- Stormwater Master Plan, Topographic Survey, Miscellaneous Surveying Services 2015
- Water Main Looping, Topographic Survey 2015

Volusia County Government Projects, as Prime Consultant

- Beville Rd. at Pelican Bay Dr. East Entrance Signalization, Utility Location, Clear (5) Traffic Control Device 2014
- Old Mission Rd. at Josephine St. Signalization, Design Topographic Survey (3) areas, as Sub-Consultant 2014
- Airport Corporate Center Beville Rd. at Pelican Bay Entrance, Topographic Survey 2012
- East Central Florida Regional Rail Trail Corridor (4.26 mi.), Topographic Survey, Control Route Survey, Wetlands Location 2012

Attachment: SSMCs ELECTRONIC COPY_06-18-2018 (1) (2144 : RFQ 18-PW-01 - Professional Surveying Services)

JAMES L. PETERSEN, PSM

1990 Florida Registration LS4791

Volusia County Government Projects, as Sub-Consultant

- Normandy Blvd. Reclaimed Water Main Extension/Lancaster Park Water Main, Topographic Survey, Right-of-Way Survey, Utility Designation/Location 2017
- West Park Ave. Widening, Design Topographic Survey, Right-of-Way Survey & Mapping, Utility Designation/Location, Description/Sketches 2016-2017
- Rio Way Drainage Improvements & Utility Relocation, Topographic Survey, Establish Apparent Right-of-Way, Utility Location 2016

Volusia County General Projects, as Sub-Consultant

- Daytona Beach Convention Hotel, Description/Sketch 2017
- Hyatt Place Daytona Beach, ALTA/NSPS Land Title Survey 2017
- Orange City Residential Development - S. Leavitt Ave, Topographic Survey, Utility Designation 2016

Florida Department of Transportation District 5, as Sub-Consultant

- SR 15 (US 17) from SR 40 to Putnam County Line, *Volusia County*, Topography/DTM (3D), Roadway Cross-Sections/Profiles, Work Zone Safety, QA/QC, Supervision, Coordination, Document Research 2018
- SR A1A Permitting Support, *Flagler & Volusia Counties*, Topographic Survey, Horizontal/Vertical Project Control, Alignment & Existing ROW Lines, Reference Points, Topography/DTM (3D), Subdivision Location, Work Zone Safety, Supplemental Surveys (if approved), Field Reviews, QA/QC, Supervision & Coordination 2017
- Daytona Ave. Bridge Replacement (300 LF), *Volusia County*, Design Build Topographic Survey, Recover/Check Horizontal/Vertical Project Control, Topography/DTM (3D), Channel Survey, BHR Cross Sections, Jurisdiction Line Survey 2014

Florida Department of Transportation Local Agency Program, as Sub-Consultant

- Volusia County Turnball Bay Road Bridge Replacement (1 mi.), Horizontal/Vertical Project Control, Bench Line; Alignment & Existing Right-of-Way Lines, Reference Points, Topography/DTM (3D), Roadway Cross-Sections/Profiles, Utilities-Designation & (20) Test Holes, Drainage Survey, Bridge Survey, Channel Survey, Pond Site Survey, Jurisdiction Line Survey, Geotechnical Support, Sectional/Grant Survey, Subdivision Location, Maintained Right-of-Way, Work Zone Safety, Document Research, Field Reviews, Technical Meetings, QA/QC, Supervision, Coordination 2012-2015

Duke Energy Florida Volusia County Projects, as Prime Consultant

- Eau Claire Ave. to Summit, Construction Layout 2017
- Highbanks, South Shell Road Reconstructor, Construction Layout, Right-of-Way Staking 2017
- THOR 0335T8 - TD Pole Replacement, Survey Right-of-Way Staking, Utility Designation/Location, Utility Coordination for Pole Placement 2017
- THOR 2382T1-Debarry Plant to Orange City-New 230 kVLine, Construction Staking, Utility Designation/Location with GPR 2014-2017
- Tivoli Drive - Right-of-Way Stake, Construction Layout 2017
- THOR 2519T8-115 kV LiDAR: TDE-70 Transmission Pole Replacement, Utility Coordination; TDE-64 to TDE-75Transmission Pole Replacement, As-Built Survey; TDE-1 (TDE-64 to TDE-75), As-Built Survey 2014-2016
- THOR 2253T1-Deltona to Orange City (DOC Poles), Utility Location 2015
- Graves Avenue - North Side Survey, Construction Layout 2014
- Martin Luther King Jr. Blvd. Right-of-Way Staking, Construction Layout 2014
- Monastery Substation: Graves Avenue, Vacant Boundary Survey; New Feeder Location, Construction Layout; Normandy T-Loop, Certified Boundary Survey; 115kV Loop, Description/Sketch 2012-2014
- SR 17-92 & Benson Junction Road 2014 SH, Utility Designation/Location 2014
- THOR 264T5 Turner Plant-Deltona Phase 3, Utility Designation/Location, Survey Collection for (14) Pole Replacements, Descriptions/Sketches for (5) Proposed Easements, Topographic Survey & Utility Location for Structures TD-68, 69, 70, & 71 2012-2014
- Ed Stone Park Proposed Distribution Easement, Vacant Boundary Survey, Description/Sketch 2013
- Grand Ave., Right-of-Way Staking 2013
- THOR 2504T5 LiDAR 115kV-DC-1 - Capital Pole Replacement, Topographic, As-Built Survey, Utility Designation /Location 2013
- Orange City Feeder Right-of-Way, Construction Layout 2013
- Upstream Protection Device Breaker Installation, Utility Designation/Location 2013

Duke Energy Florida Volusia County Projects, as Sub-Consultant

- Turner Station Demo Support, Design Topographic Survey 2017
- Substation - Turner Plant, Utility Designation 2016
- THOR 2409T2 DL-1 Line Segment As-Built, As-Built Survey for DL-1 Line Segment of the Replaced Structures DL-5 & DL-6 2015
- NERC LiDAR Project-TO-2 Line Segment THOR# 2481T9, Construction Staking 2014
- NERC LiDAR Project-TO-1,2 Line Segment THOR# 2481T9, As-Built Survey 2014
- NERC Fix Project-TD-1 Line Segment THOR# 2481T7, As-Built Survey, Construction Staking 2013



Education

Valencia Community College

Continuing Education for
Licensing Requirements

Mean High Water Surveying
Training FDEP Methodology

Professional Organizations

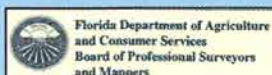
Central Florida Chapter of
the Florida Surveying &
Mapping Society

Volusia County Chapter of
the Florida Surveying &
Mapping Society

Florida Global Navigation
Satellite Systems (GNSS)
Users Group

National Society of
Professional Surveyors

Florida Surveying & Mapping
Society



LS4235

Professional Surveyor and Mapper
JAMES MICHAEL DUNN II

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2019

JAMES M. DUNN, II, PSM

1986 Florida Registration LS4235

Employment

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

Project Surveyor

FLORIDA

Years Employed (2000-Present)

Jim's responsibilities include research, reconnaissance, coordination and scheduling for a variety of projects. Jim has over **48 years** of **Professional Surveying Services** experience that has included the successful completion of thousands of Professional Surveying Services Projects. **Jim's commitment to your project is to be hands on with all task assignments, to ensure that SSMC's imbedded QA/QC guidelines are being followed to confirm the delivery of a quality product on time and within budget.**

BOWYER, SINGLETON, & ASSOC., INC./SR ROW Surveyor/Orlando, FL

(1984-2000)

ORANGE COUNTY SURVEY DEPT./Entry Level Field Crew Super., Orlando, FL

(1970-1984)

Relevant Project Experience

Volusia County Municipal Projects, as Prime Consultant

- City of Port Orange Nova Canal North & Halifax Drainage Basins (Centerline Elevation Survey of Drainage Ditches), Supplemental Surveying Services for Field Verification & Condition Assessment of the Stormwater Facilities 2017-2018
- City of Daytona Beach Beville Rd. Trail Project (10,400 LF), Design Topographic Survey 2017
- City of Daytona Beach Campbell Pool Parking Lot Improvements - Dickerson Center Park, Topographic Survey 2017
- City of Daytona Beach La Playa Resort Apparent Right-of-Way Survey, Establish Apparent Right-of-Way, Locate Sidewalk, Curbing, Edge of Pavement & Metal Utility Structure 2017
- City of Daytona Beach Modernization Densification Horizontal Control Network Ph. 2, Control Survey 2017
- City of Holly Hill Water Reclamation Facility Outfall Evaluation, Pre-Design Survey, Utility Designation/Location 2016

Volusia County Municipal Projects, as Sub-Consultant

- City of Ormond Beach US 1 NW Corridor Water Main Additions/Extension, Limited Design Topographic Survey 2018
- Volusia County Evidence Facility, Survey Collection of Utilities 2018
- City of Daytona Beach Westside Regional Water Reclamation Facility UV Retrofit and/or Upgrade, Utility Designation/Location, Topographic Survey 2017
- City of Daytona Beach Williamson Blvd. Reclaimed Water Line (2200 LF +/-), Topographic Survey, Utility Designation/Location 2017
- City of Edgewater Wastewater Treatment Plant Mixing Zone, Bathymetric Survey 2017
- City of Port Orange South Water Main Improvements (14510 LF +/-), Topographic Survey 2017
- City of Port Orange Stormwater Infrastructure Verification/Condition Assessment, Field Verification & Condition Assessment of 1,507 Structures; 1,368 Pipes; 67 Canals/Ditches; 79 Ponds; a Total of 3,021 Facilities. Add'l City Maintained SW Facilities-79 Structures; Non-City Maintained SW Facilities-448 Structures; 243-FDOT Structures. (79.8 mi) 2017
- Volusia County Normandy Blvd Reclaimed Water Main Extension/Lancaster Park Water Main, Topographic Survey, Right-of-Way Survey, Utility Designation/Location 2016-2017
- Volusia County West Park Ave. Widening, Design Topographic Survey, Right-of-Way Survey, Utility Designation/Location 2017
- City of Daytona Beach Multiuse Trail-International Speedway Blvd. at Peninsula Dr., Topographic Survey, Utility Location 2016
- City of Orange City Carpenter Ave. Design Level Survey (2000 LF), Design Level Survey, Utility Designation, Utility Location 2016
- City of Ormond Beach Melrose Ave. Outfall Replacement (1200 LF), Topographic Survey, Utility Designation 2016
- Volusia County Rio Way Drainage Improvements & Utility Relocation, Topographic Survey, Establish Apparent Right-of-Way, Utility Location 2016
- Volusia County Old Mission Rd. at Josephine St. Signalization, Design Topographic Survey (3) areas 2014

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RYAN E. JOHNSON, PSM

2017 Florida Registration LS7130

Employment

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION Project Surveyor

FLORIDA
Years Employed 2004-Present

Ryan has over 14 years of hands on Professional Surveying Services experience that has included the successful completion of hundreds of Professional Surveying Services Projects. Ryan is committed to ensuring the consistent delivery of a quality product on time and within the agreed upon budget.

Relevant Project Experience

Volusia County Municipal Projects, as Prime Consultant

- City of Port Orange Nova Canal North & Halifax Drainage Basins (Centerline Elevation Survey of Drainage Ditches), Supplemental Surveying Services for Field Verification & Condition Assessment of the Stormwater Facilities 2017-2018
- City of Daytona Beach Beville Rd. Trail Project (10,400 LF), Design Topographic Survey 2017
- City of Daytona Beach Campbell Pool Parking Lot Improvements - Dickerson Center Park, Topographic Survey 2017
- City of Daytona Beach La Playa Resort Apparent Right-of-Way Survey, Establish Apparent Right-of-Way, Locate Sidewalk, Curbing, Edge of Pavement & Metal Utility Structure 2017
- City of Daytona Beach Modernization Densification Horizontal Control Network Ph. 2, Control Survey 2017
- City of Holly Hill Water Reclamation Facility Outfall Evaluation, Pre-Design Survey, Utility Designation/Location 2016

Volusia County General Projects, as Sub-Consultant

- AT&T Field Engineering Services, Construction Layout 2016
- Duke Energy Florida THOR #2409T2 DL-1 Line Segment, As-Built Survey, 2014-2015
- Duke Energy Florida THOR #1485T1 Monastery 115kV Loop-New Transmission Line, Route Survey, Construction Staking, as-Built Survey, Utility Designation/Location 2013-2015
- Duke Energy Florida THOR #2481T7 TD-1, DED-1 & OD-1, Line, As-Built Survey 2014
- Residence Inn/Surfside Inn Daytona Beach Shores (1.9 ac.), As-Built Survey 2014
- Hitchens Islands Florida Department of Environmental Protection Easement, Descriptions/Sketches 2013

St. Johns River Water Management District Projects, as Sub-Consultant

- Crane Creek/M-1 Canal Flow Restoration Project, Brevard County: 2018
- Phase 1-D Dike Road, Topographic Survey 2018
- Phase 3-A Dike Road (Coastal Lane), Boundary Survey 2018
- Phase 3-B West of I-95, Boundary Survey 2018

Florida Department of Transportation District 5, as Sub-Consultant

- SR 9 (I-95) Widening from SR 406 to North of SR 44 (29.8 mi.), Brevard & Volusia Counties, Design Build Topographic Survey, Utility Location 2012-2016
- Daytona Ave. Bridge Replacement-Holly Hill (300 LF), Volusia County Design Survey 2014

Florida Department of Environmental Protection, as Prime Consultant

- Tomoka State Park-Management Line Survey (10,000 LF), Volusia County, Specific Purpose Survey 2013

Florida Department of Environmental Protection, as Sub-Consultant

- Ormond Beach Cleaners – Site Survey, Volusia County, Topographic Survey, Monitoring Wells 2018
- Sherwood Medical Industries NPL Site, Volusia County, Topographic Survey, Monitoring Wells 2018

St. Johns County General Projects, as Sub-Consultant

- AT&T Field Engineering Services, Construction Layout 2016

Education

University of Florida:
Bachelors of Science in
Geomatics (2016)

Valencia Community College
- A.S. in Civil-Survey

Professional Organizations

Member for the Central
Florida Chapter of the Florida
Surveying and Mapping
Society

National Society of
Professional Surveyors

Florida Surveying & Mapping
Society



Florida Department of Agriculture
and Consumer Services
Board of Professional Surveyors
and Mappers

LS7130

Professional Surveyor and Mapper
RYAN E. JOHNSON

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2019

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Education

University of Central
Florida, Master of Science,
Computer Engineering
(1986)

Georgia Institute of
Technology, Bachelor of
Civil Engineering (1983)

Professional Organizations

Florida Engineering
Society

American Society of Civil
Engineers

Florida Geodetic Users
Group

Associate Member of the
Florida Surveying &
Mapping Society

Florida Chapter of the
Urban & Regional
Information Systems
Association

American Public Works
Association



BRIAN R. GARVEY, PE, GISP

1987 Florida Registration #39479 / 2015 National GISP Certification #91332

Employment

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

FLORIDA

V.P./GIS Division Manager-GIS Project Manager

Years Employed (2000-Present)

Brian has **35 years** of Professional experience and has been employed with SSMC for **18 years** and has served as GIS Division Manager from start date. Brian is responsible for all **GIS Services** to include all aspects of GIS Database Design; Development & GPS Asset Inventories. Brian was responsible for the development of the company's Pavement Inventory and Condition Assessment program, as well as the management of all software development, instructional training, and GIS technical support for client firms. **Brian's role is to ensure that a quality GIS product is delivered on time and within the agreed upon budget.**

ENGINEERING & LAND SYSTEMS, INC./Pres./Project Mgr. /Winter Park, Florida (1989-2000)

BOYLE ENGINEERING CORPORATION/GIS Dept. Manager/Orlando, Florida (1986-1989)

MILLER, SELLEN, CONNER & WALSH, INC. /Project Civil Eng. /Orlando, Florida (1983-1985)

Relevant Project Experience

City of Port Orange, as Prime Consultant

- Nova Canal North & Halifax Drainage Basins, Supplemental Surveying Services for Field Verification & Condition Assessment of the Stormwater Facilities to include ditch cross-sections in chosen areas, Culvert/Structure critical elevations, Establish Vertical information on roads adjacent to the survey structures to determine the critical overtopping of drainage system during storm events, Flow restriction characteristics on selected bridge structures within the study area. 2017-2018

City of Port Orange, as Sub-Consultant

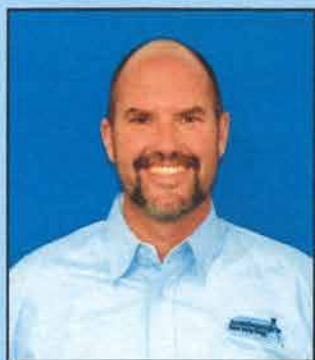
- Stormwater Infrastructure Verification/Condition Assessment, Field Verification & Condition Assessment of the Stormwater Facilities located within the Halifax & Nova Canal North Drainage Basins, (1,507) Structures; (1,368) Pipes; (67) Canals/Ditches; (79) Ponds, & additional City Maintained Stormwater Facilities (79) Structures; Non-City Maintained Stormwater Facilities (448) Structures; (243) FDOT Structures. (79.8 mi.) 2017

City of Orange City, as Sub-Consultant

- Phase I Stormwater Management Master Plan, Stormwater Facilities Inventory, Obtain & Install Source Materials, Structure Culvert & Pond GPS Inventory, Quality Control Review of the Collected Data 2015
- City of Lakeland, as a Sub-Consultant
- Lake System Hydraulic Management Plan, Stormwater Asset Inventory for: Lake Bonnett, Lake
- Wire, Lake Beulah, Lake Mirror, Lake Morton, Lake Hunter, Lake Hollingsworth, Lake Horney,
- Lake Bentley, & Bonny / Parker Control Structure, to include: Photo & Video Documentation; Inventory of Weir Structures without Outfall Culverts & Inventory of Drop Structure with Outfall Culvert 2017-2018

City of Orlando, as a Prime Consultant

- 2017 ADA Transition Plan Update, Preparation of an update ADA transition plan report for the City, documenting physical obstacles to the disabled, describing methods to make the facilities accessible, & preparing a schedule & cost estimate for making the facilities accessible. 2017-2018
- Comprehensive Stormwater Inventory & Condition Assessment for all City maintained Storm water Facilities for the following Phases (1 thru 6):
 - Ph. 6 – Stormwater Maintenance Updates (1671 structures) 2017-2018
- Stormwater Facilities Inventory of Narcoossee Road, Convert GIS data to DGN between SR 528 to South of SR 417 2018



Education

Dutchess Community
College

2 Years Liberal Arts

Numerous FDOT Seminars

Numerous Equipment
Training Seminars

MOT Trained

Professional Organizations

Associate Member of the
Sunshine State One Call

Member of the Florida
Utilities Coordinating
Committee

Associate Member of the
Central Florida Chapter of
the Florida Surveying and
Mapping Society

Member of Catholic
Cemetery Conference

Member of American Public
Works Association;

Member of American Society
of Civil Engineers, East
Central Branch



DARRYLL E. DEMARSH, GPRT

Employment

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

Vice President / Utility Division Manager

FLORIDA

Years Employed (1999-Present)

Darryll has 25 years of Subsurface Utility Engineering experience. Darryll is responsible for coordinating, estimating, managing and administering utility projects for design, conflict verification and relocation. SSMC's Subsurface Utility Engineering services include Designation, Ground Penetrating Radar (GPR), Vacuum Excavation, Utility Coordination, Closed Circuit Television Video (CCTV) Inspection with Laser Profiling, Concrete Imaging, and Materials Thickness Testing (Ultrasonic Testing). **Darryll's role as Utility Division Manager is to commit to being hands on with any task assignments that involve utilities to ensure that each task is completed on time and within the agreed upon budget.**

THE SPECTRA GROUP, INC. / Project Specialist / Virginia Beach, Virginia

(1993-1999)

Relevant Project Experience

Volusia County Municipal Projects, as Prime Consultant

- City of Holly Hill Water Reclamation Facility Outfall Evaluation, Utility Designation/Location 2016
- City of Orange City Volusia County Baptist Church (South Orange Ave.), Utility Location, Survey Collection 2015
- City of Holly Hill Overhead to Underground Conversion Conduit System, Utility Designation 2014
- City of Holly Hill Mast Arm Signals at 3rd St. & US 1, Utility Designation/Location 2013
- City of Holly Hill Overhead to Underground Conversion Electric, Utility Location 2013

Volusia County Municipal Projects, as Sub-Consultant

- City of Daytona Beach Williamson Boulevard Reclaimed Water Line (2200 LF +/-), Utility Designation/Location 2017
- City of Deltona Alexander Ave. Site Improvements (800 LF), Utility Location 2017
- Volusia County Normandy Blvd RWM Extension/Lancaster Park WM, Utility Designation 2016
- Volusia County Turnball Bay Bridge Replacement (1 mi.), Utility Designation/Location 2012-2016
- City of Daytona Beach 6th St. & Kennedy Rd. Intersection Improvements (1,500 LF), Utility Designation/Location 2016
- City of Daytona Beach Ballough Rd. Bridge, FL / Marina Village, Utility Location 2016
- City of Ormond Beach Melrose Avenue Outfall Replacement (1200 LF), Utility Designation 2016
- City of DeBary Stormwater/Drainage Improvements Master Plan 2008-2015
 - 44 Seminole Dr., Topographic Survey, Utility Designation/Location 2015
 - 294 DeLeon Rd., Topographic Survey, Utility Location 2015
 - Adelaide St., Topographic Survey, Utility Location 2015
 - Master Plan 44 Seminole Dr., Utility Location 2015
 - 11 Hollow Pine Dr., Topographic Survey, Utility Location 2014
 - 410 North Pine Meadow Dr. Drainage Improvements, Utility Location 2014
 - Lakeside-Phase II Improvements Amendment #2, CCTV, Utility Location 2014
 - No Name Lake Stormwater Pump Station, Utility Designation/ Location 2014
- City of Port Orange Riverwalk, Utility Location 2015

Brevard County Municipal Projects, as Prime Consultant

- City of Palm Bay Leak Detection Services for water system 10 to 25 Miles of distribution pipe 12" varying in size from 6" to 12", Utility Designation/Location 2016
- City of West Melbourne US 192 Decorative Street Lighting, Utility Designation/Location 2016
- City of West Melbourne SR A1A, South Patrick Dr., Park Ave. & Cassia Blvd. Water Distribution, Utility Location 2015

Brevard County Municipal Projects, as Sub-Consultant

- Brevard County Sykes Creek – Zone North Force Main, Utility Location 2018
- City of Cocoa Dyal Water Treatment Plant, Utility Location, (25) Test Holes 2015
- City of Cocoa Water Supply Main (Wellfield Watermain), Subsurface Utility Designation/Location 2015
- City of Cocoa Water Main Replacement, Utility Designation/Location 2015

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SSMC's BRIEF HISTORICAL SUMMARY

Founded in 1972, Southeastern Surveying and Mapping Corporation (SSMC) is an independent, employee-owned Professional Surveying and Mapping, Geographic Information Systems (GIS), Subsurface Utility Engineering (SUE) and Grant Writing/Administration team that serves Florida's leading public and private organizations as the single largest Surveying and Mapping firm in the State of Florida.

SSMC's management staff of 25 hands on Licensed Professionals supervises 31 Survey/CAD/GIS Technicians and 45 Field Teams. The SSMC team is made up of 200+ individuals, 53 are Nationally Certified Survey Technicians (CST) & 8 are Nationally Certified GIS Professionals, (GISP) that work together as a team using state of the art resources both field and office to provide Geospatial solutions to our many public sector and private sector clients. SSMC's teams can be deployed to provide a single statewide source for Geospatial data, graphic presentation, database design, delivery, and management. The SSMC Project Managers in all divisions are hands on maintaining constant contact with the client while at the same time minimizing the need for the client's participation.

The SSMC team's administrative infrastructure includes continually updated Quality Control, Operations, Field Procedures, and Graphic Standards Manuals created and maintained in-house. The Manuals bring discipline and standardization to the work that is easy to translate to customer standards. Schedules at Southeastern Surveying are updated daily and budgets are reviewed weekly using custom software for time input and a Daily Schedule Report that is linked to an FDOT audited accounting system.

Our clients know that SSMC's emphasis on **Quality, Schedule, and Budget** are essential ingredients that make their projects successful, and they need only a single phone number for every measurement, map or database solution. We have learned from our over **46 years** of experience that traditional Surveying and Mapping is only the start of a complete product and that knowledge was the beginning of our non-traditional Surveying services divisions.

Traditional Services

Land Surveying and Mapping by SSMC's Survey Division applies experience and a complete surveyor's toolkit including 4 WD vehicles, ATV's, boats, airboats, fathometers, **Terrestrial Mobile and Static LIDAR, UAS, GPS, robotic and reflectorless total stations, digital levels, electronic field books and a proprietary data collection format, and graphic production using MicroStation, ArcInfo, AutoCAD Civil 3D, AutoCAD Land Development, TopoDOT, Revit, CAiCE, and GEOPAK tools** to deliver compatible data in ready-to-use form to our clients and team members. Expedited schedules and budget compliance are full time concerns, with daily tracking and reporting by an in-house designed system customized to the requirements of a full-service Surveying and Mapping Team that works with Public Sector Clients daily.

Nontraditional Services

Subsurface Utility Designation and Location (Test Holes) by SSMC's full-service **Utility Division**, employs the best electronic sensing devices as well as Ground Penetrating Radar (GPR) and records research to designate underground utilities and then uses highly mobile, safe, nondestructive vacuum excavation equipment to uncover and positively identify them. The SSMC Utility Division also performs Closed Circuit Television (CCTV) Pipe Inspection Services. The system is used to perform condition and as-built inspections and includes laser profiling capabilities. Pipe thickness testing using Sonar Equipment is an additional service offered as an alternative to cutting coupons on aging force mains.

Nontraditional Services

Geographic Information Systems (GIS) are created and maintained by SSMC's full-service **GIS Division**. This division has been designing and developing digital maps and collecting data for their associated databases since 1989 and to date has completed inventory and condition assessment/inspection projects for over 300,000 storm water features that have included culverts, ponds, conveyances, levees, dams, pump stations and manholes working for clients in diverse areas from city streets to the Seminole Tribe of Florida swamps.

Detailed condition assessments and inspections linked to the geodatabase provide a resource for prioritizing future improvements. GPS equipped field teams from the GIS Division are readily available to furnish the data that populates the databases. Having located and mapped thousands of stormwater, water, wastewater and transportation assets, SSMC's GIS Division has developed comprehensive GIS data models which can be used to jump start a client's GIS implementations. All GIS database design and development, data conversion, field data collection and GIS data delivery are managed under a common supervisory structure.

This is an excellent example of how a “**Single Stop Survey Shop**” that has paid attention to their clients' needs over the years and made a substantial investment in the equipment, training and personnel that are ready to provide any traditional or nontraditional Surveying and Mapping needs without the need for outsourcing.

Government Experience

The **SSMC** team's years of experience building long term relationships with those municipalities listed below either by contract or by the assignment of new work by these municipalities is proof of our commitment to our **Local Government Clients**.

• City of Altamonte Springs	2004-Ongoing
• City of Apopka	1997-Ongoing
• City of Bunnell	2014-Ongoing
• City of Casselberry	2002-Ongoing
• City of Clermont	2009 Ongoing
• City of Cocoa	2016-Ongoing
• City of Daytona Beach	2008-Ongoing
• City of Eustis	2011-Ongoing
• City of Flagler Beach	2016-Ongoing
• City of Groveland	2008-Ongoing
• City of Gulfport	2015-Ongoing
• City of Holly Hill	2013-Ongoing
• City of Kissimmee	1994-Ongoing
• City of Lake Mary	2007-Ongoing
• City of Lakeland/Lakeland Electric	2015-Ongoing
• City of Largo	2012-Ongoing
• City of Leesburg	2008-Ongoing
• City of Maitland	1988-Ongoing
• City of Mascotte	2004-Ongoing
• City of Mount Dora	2014-Ongoing
• City of Ocala	2007-Ongoing
• City of Ocoee	1990-Ongoing
• City of Orange City	2015-Ongoing
• City of Orlando	2013-Ongoing
• City of Orlando Stormwater Facilities Inventory	2009-Ongoing
• City of Oviedo	2006-Ongoing
• City of Plant City	2017-ongoing
• City of Panama City	2017-Ongoing
• City of Port Orange	2004-Ongoing
• City of Sanford	2000-Ongoing
• City of St. Cloud	2012-Ongoing
• City of St. Petersburg	2015-Ongoing
• City of Tallahassee	2011-Ongoing
• City of Tampa	2013Ongoing
• City of Tavares	2011-Ongoing
• City of West Melbourne	2013-Ongoing
• City of Winter Garden	2013-Ongoing
• City of Winter Park	1995-Ongoing
• City of Winter Springs	1997-Ongoing
• Town of Astatula	2005-Ongoing
• Town of Montverde	2009-Ongoing
• Lake County Government	2001-Ongoing
• Lake County Public Schools	2008-Ongoing

SSMC's PAST EXPERIENCE PROVIDING SIMILAR CONSULTING SERVICES TO GOVERNMENTAL ENTITIES AND UNDERSTANDING

The Southeastern Surveying and Mapping Corp. (SSMC) team understands that the City of Holly Hill requires **Professional Surveying Services** on an on-demand basis with oftentimes an expedited schedule. The SSMC team has been providing these on-demand, often expedited Professional Surveying Services to Public Sector Clients such as and including the City of Holly Hill for decades. The SSMC Project Management Approach is founded on many core principles but consistency, commitment, qualified and experienced, staff members **25 licensed Professionals** and **53** Nationally Certified Survey Technicians (CST), **2** Certified Engineer Interns (EI) and **8** Certified Geographic Information System Professionals (GISP) along with modern technology, state of the art equipment and software are key components that make our SSMC team successful.

SSMC's SUMMARY OF OUR UNDERSTANDING AND OUR PAST EXPERIENCE WITH THE PROFESSIONAL SURVEYING SERVICES LISTED IN THE CITY OF HOLLY HILL SCOPE OF WORK FOUND ON PAGE 5 OF THE RFQ DOCUMENT

The Professional Surveying Services listed below consist of the types of Professional Surveying Services that SSMC has performed for Governmental Entities for **decades**. Each Surveying Service contains a brief description of SSMC's understanding of these Professional Surveying Services, and a brief description of SSMC's experience performing these Professional Surveying Services. These brief understanding and experience descriptions combined are proof that SSMC is qualified for this contract.

1. **Land or Boundary Surveys – FAC 5J-17.050-10(b)** – The primary purpose of these Surveys is to document the perimeters, or any one of them, of a parcel of land by establishing or re-establishing corners, monuments and boundary lines for the purposes of preparing descriptions, locating fixed improvements, dividing the parcel, platting the parcel, or preparing maps for purposes of sales, purchasing, condemnation or possibly to be used in court as documentation and or exhibits.

The SSMC team completes these daily and has completed thousands of these Surveys in the last 46 years. SSMC is qualified in FDOT Work Group 8.1, Control Surveying.

2. **Maintenance Plats – Not defined in FAC 5J-17** - These typically involve having a Maintenance Engineer walk the route with the SSMC Project Manager and identifies the maintenance limits that are then located by a SSMC field team. A map is then created and becomes the basis for the Maintenance Plat. A description of the maintained area is prepared. The Plat receives approval by the Maintenance Engineer, comments are addressed and the Plat is recorded.

SSMC has prepared Maintenance Plats for Orange County, Maintenance Plats for Lake County, Maintenance Plats for the City of Kissimmee and Maintenance Plats for SFWMD Canals in Osceola County

3. **Right-of-Way Location Surveys – Not defined in FAC 5J-17 (Sometimes called specific Purpose Survey or Boundary Survey)** – The primary purpose of these Surveys is typically to determine the limits of a strip of land for the establishment of boundaries, monumentation of right-of-way lines, and locating encroachments as well as providing final r/w maps.

SSMC is qualified in FDOT Work Group 8.1 and 8.4, Right of Way Control Surveying and Right of Way Mapping and performs these tasks on a daily basis.

4. **Ground Truthing for Aerial Photography – Not defined in FAC 5J-17** – The primary purpose of these Surveys is to determine the accuracy of the data extracted and drafted as a result of an Aerial Survey Mission performed by a Photogrammetry Firm.

SSMC is qualified in FDOT Work Group 8.3, Photogrammetric Mapping and performs these services regularly.

5. **Cross Sections for Drainage Basin Analysis – Not defined in FAC 5J-17** – These are typically performed to obtain sufficient data to be used by Stormwater Engineers in their stormwater modeling and typically involve a GIS deliverable to allow ease of entry into the stormwater modeling software.

The SSMC team has completed thousands of cross sections delivered in both a CAD and a GIS format as a part of stormwater modeling associated with Drainage Basin Analysis.

6. **Design Topographic Surveys – FAC 5J-17.050-10(k)** – The primary purpose of this Survey is to determine the horizontal and vertical spatial relation of selected natural and artificial features of a part of the Earth's surface to be typically used to design infrastructure improvements.

The SSMC team completes these daily and has completed thousands of these Surveys over the last 4 decades. SSMC is qualified in FDOT Work Group 8.2, **Design Topographic**, Right of Way and Construction Surveying.

7. **Construction Staking or Layout – FAC 5J-17.050-10 (d)** – This Survey refers to the measurements made, prior to or while construction is in progress, to control elevation configuration and horizontal position and dimensions.

SSMC field teams perform this task on a daily basis. SSMC's Project Approach includes obtaining and verifying the plans for the project. Obtaining verifying and using primary project horizontal and vertical control to set secondary project control. SSMC realizes that careful attention to details and a detailed review of all work that includes scrutinizing the plans and control provided and also the results of each day's field effort is essential. The SSMC team assigns and maintains the same personnel throughout the life of a project. The SSMC Team has been a part of all construction projects at all of the Central Florida Theme Parks for the last 30 years. The key to successful Construction Layout is remember to **CHECK, CHECK, and CHECK** again. SSMC is qualified in FDOT Work Group 8.2, **Design**, Right of Way and **Construction Surveying**.

8. **Preparation of Legal Descriptions and Sketches of Descriptions – FAC 5J-17.052 (a) (b)** – The primary purpose of a description written by a Surveyor and Mapper is to describe land boundaries by metes and bounds and provide definitive identification of boundary lines and when a sketch accompanies the property description, it shall show all information referenced in the description and shall state that such sketch is not a survey. The initial point in the description shall be tied to either a government corner, a recorded corner, or some other well-established survey point.

The SSMC team completes these daily and has prepared thousands of Descriptions and Sketchs for both private and public sector clients for over four decades.

9. **Research of Property Titles - Not specifically defined in FAC, 5J-17,**

The SSMC team typically maps the project parcel based on the deed description found provided by the client or found in the title work and to also maps any easements that may encumber or benefit the project parcel. Next SSMC goes on line and reviews any available information found on the Property Appraisers site. Records research has evolved into accessing web sites and downloading information that used to take days. SSMC personnel have years of experience and thousands of jobs completed that have involved extensive records research. If necessary SSMC has an agreement with **First American Title** to order an ownership and encumbrance search for reasonable fee that is passed along to the client with no mark up.

10. **Serve as City Surveyor for all Plat Review and Recording – Florida Statutes Part 1 Platting 177.011- 177.151-** The review of Subdivision Plats is typically performed by a Florida Licensed Surveyor and Mapper using the Florida Statutes as a guideline along with the specific requirements of the Municipality that that the Plat is located in.

SSMC regularly performs Plat Review Services for a number of Public Sector Clients under Professional Surveying and Mapping Services Contracts to include the Cities of Altamonte Springs, Apopka, Belle Isle, Casselberry, **DeBary**, **Edgewater**, Groveland, Largo, Longwood, Maitland, Ocoee, **Orange City**, Oviedo, **Port Orange** St. Petersburg, Tavares and Winter Springs. This Plat Review Service also uses each cities specific Plat Requirements in addition to the Florida Statute and could involve both an office and a field effort to verify the monuments are set depending on the client's direction.

11. **Establish GPS Coordinates at Designated Locations or Control Surveys – FAC 5J-17.050-10 (e)** – This survey provides horizontal or vertical position data for the support or control of subordinate surveys or for mapping.

SSMC's field teams typically perform this task as a part of a Right of Way project or for new construction. New construction baseline geometry is furnished and existing baselines are re-established by recovering, locating and analyzing evidence of the original baseline. The approach to setting reference monumentation for each key baseline point is to ensure that the set references are outside of proposed construction and are inter-visible to be used by a layout crew during construction and later by others to re-establish the baseline and this task is typically based on a compilation and results of a number of previous tasks.

SSMC is qualified in FDOT Work Group 8.1, Control Surveying. (For Boundary or Construction) and 8.2, Design, Right of Way and Construction Surveying.

12. **Provide Consulting Expertise in the Development of the City's GIS and GPS Systems – Not defined in FAC 5J-17** – Please see the GIS Services summary below that explains SSMC's understanding and experience with GIS and GPS Systems
13. **Perform Subsurface Utility Exploration – Not defined in FAC 5J-17**
 - **Utility Designation Services (Paint/Flags) – Not defined in FAC 5J-17** – This task typically involves the use of SSMC's specialized equipment including Ground Penetrating Radar (GPR).
 - **Utility Locating Services (Test Holes) – Not defined in FAC 5J-17** – This task typically involves the use of SSMC's specialized equipment including nondestructive vacuum excavation.

SSMC's trained GPR technicians detect the location of subsurface utilities using GPR to provide information in the design or construction phase of a project to avoid damage to the utility and expose specific subsurface utilities.

SSMC's trained technicians use specialized nondestructive vacuum excavation equipment to perform Test Holes in those areas of conflict with designed new utilities or during construction to avoid damage. This method is used to obtain an exact location. The goal is to avoid conflicts during construction.

SSMC's SUMMARY OF OUR UNDERSTANDING AND OUR PAST EXPERIENCE WITH PROFESSIONAL SURVEYING SERVICES "NOT" LISTED IN THE CITY OF HOLLY HILL SCOPE OF WORK, BUT THAT BASED ON OUR DECADES OF WORKING WITH GOVERNMENTAL ENTITIES WE WILL PERFORM OVER THE LIFE OF A PROFESSIONAL SURVEYING SERVICES CONTRACT

1. **Hydrographic Surveys – FAC 5J-17.050-10(f)** – The primary purpose of this Survey is the determination of data relating to bodies of water which may consist of the determination of one or several of the following classes of data: depth of water and configuration of bottom; directions and force of current; heights and times of water stages; and location of fixed objects for survey and navigation purposes.

SSMC has specialized fathometers and software to complete these types of Surveys and has completed hundreds of these Surveys most recently for SWFWMD and SFWMD.

2. **As-Built Surveys – FAC 5J-17.050-10(a)** – The primary purpose of these Surveys is to obtain horizontal and/or vertical dimensional data so that constructed improvements may be located and delineated; also known as a Record Survey.

SSMC regularly performs this task associated with new construction and providing to a contractor for his final submittal in order to obtain his Certificate of Completion or payment of the contractor for completed work. The SSMC project approach includes the guidelines of FAC 5J-17.

3. **Mean High Water Line Survey (MHWLS) – 5J-17.050-10(g) and 177.28** – The primary purpose of this Survey is to determine and document the limits of sovereignty when a parcel is adjacent to "tidal influenced water" and is critical when tabulating categories of land values.

SSMC has 12 team members that are trained in the FDEP method of performing this task and has completed hundreds of these Surveys on both the Atlantic and the Gulf Coast.

4. **Quantity Surveys – FAC 5J-17.050-10 (h)** – This survey is performed to obtain measurements of quantity.

SSMC is presently using Terrestrial LiDAR to perform Volumetric Quantity Surveys for a variety of clients on a scheduled basis. A project for Orange County Storm Water Engineering involved determining Sand Bar Volumes for Removal Permitting through the Saint John's Water Management District in 14 local lakes.

5. **Specific or Special Purpose Surveys or Miscellaneous – FAC 5J-17.050-10(j)** – These are Surveys that cannot be "definitely" described by any description found in FAC 5J-17.050, but we have found that it is typically possible to relate to something. (This must not be used to circumvent compliance with defined Surveys).

SSMC has assembled 3 **Specific Divisions** working together to meet our client's needs for a reason. **SSMC** is confident that these divisions will be capable of completing any Special Survey Services requested.

6. **Expert Witness Services – Not defined in FAC, 5J-17** – These services are typically required when adjourners dispute the location of a common boundary line or when right of way or easement takes occur in cases of eminent domain and the parcel owners' object for a variety of reasons and may include advice, assistance, and possible court/administrative hearing appearances.

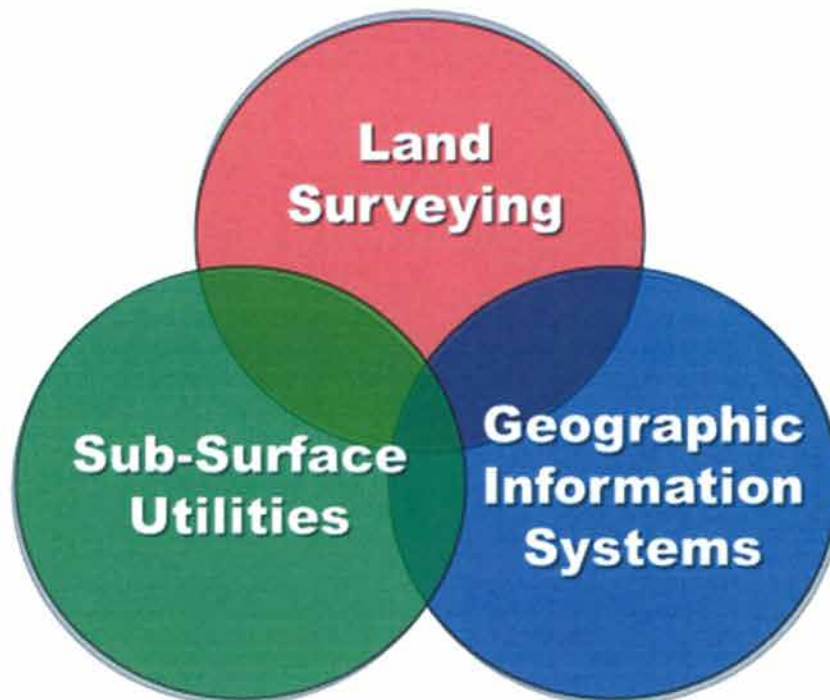
SSMC's Survey Project Manager and management team have performed in a total of six cases of boundary dispute. The **SSMC** team has many years of experience serving the legal community on every level of detail, to include a Continuing Surveying Services Contract with Seminole County that has benefited the County Attorney's Office on more than one occasion. The **SSMC** Project Approach is to thoroughly review all data relative to the subject being disputed and to thoroughly understand what the Attorney's objectives are prior to and while in court in the capacity of an Expert Witness.

SSMC's EXPERIENCE PROVIDING GIS SERVICES TO GOVERNMENTAL ENTITIES AND UNDERSTANDING (INCLUDES GPS)

1. **Technical Support (e.g., for GIS or asset management software)** – The **SSMC** GIS team understands GIS and the many tools necessary to manage geographic information. **SSMC** also understands the importance of passing our knowledge on to our clients. What good is a new system if you can't use it? **SSMC** examines every step of the processes. **SSMC** designs and document, it thoroughly so we can create user's manuals that are straight forward and easy to use. The **SSMC** team also employs professionals certified by ESRI to teach our clients how to better use the tools that they provide
2. **Software training (e.g. ESRI ArcGIS and related software)** – Our dedication to GIS education goes well beyond training ourselves and our clients. The **SSMC** GIS team can provide software training for the **City of Holly Hill** GIS users in a wide variety of applications including ESRI's ArcPad, ArcGIS Mobile, ArcGIS for Desktop, and ArcGIS Online as well as APWA's MicroPAVER pavement management systems software. Each training session will be custom tailored to the individual needs of the **City of Holly Hill**.
3. **Assistance with ArcGIS software upgrades and other GIS software selection and/or installation** – The **SSMC** team ESRI certified GISPs are ready to teach our clients how to better use a wide variety of applications including ESRI's ArcPad, ArcGIS Mobile, ArcGIS for Desktop, and ArcGIS Online as well as APWA's MicroPAVER pavement management systems software.
4. **GPS and related equipment recommendations, setup, maintenance, and/or training** – Because we work in the field on a daily basis, the **SSMC** team understands the practical "real world" applications of collecting GIS data in the field. The **SSMC** team uses a wide variety of field data collection software and GPS receivers on a daily basis including Trimble GeoXH mapping grade receivers, Trimble Terrasync field data collection software, Trimble Pathfinder Office processing software, ESRI's ArcPad and ArcGIS Mobile data collection software. We can develop customized software training classes covering any aspect of the use of these tools. In addition, because of our wide variety of project experience, we can assist the **City of Holly Hill** with recommendations for new hardware purchases, deploying tablet solutions in the field, as well as the use of Android and Apple IOS smartphone solutions for GIS data collection and data maintenance. In addition to training **City of Holly Hill** staff on the operation of hardware and software tools, **SSMC** can also provide training and documentation describing the features and attributes of the City's water, wastewater and stormwater data models, which allows to City staff to efficiently maintain and update their GIS databases
5. **QA/QC and/or editing of City's GIS related to water, wastewater, reclaimed water, stormwater, streets, sidewalks, trees, various structures, and/or other infrastructure** – In addition to training **City of Holly Hill** staff on the operation of hardware and software tools, **SSMC** can also provide training and documentation describing the features and attributes of the City's water, wastewater and stormwater data models, which allows to City staff to efficiently maintain and update their GIS databases
6. **Editing and/or QA/QC of City zoning, existing and future land use GIS data** – **SSMC's** GIS Division has experience preparing Citywide GIS Zoning Maps and Citywide GIS Future Land Use Maps and are capable of making any needed edits or performing QA/QC of existing and future land use GIS data.

7. **Editing and/or QA/QC of City Limits, parcel, and or other GIS data** – Working with the City of Apopka in 2010 SSMC prepared City Limits parcel maps and in 2017 SSMC edited these maps to identify the water and sewer service areas, coordinating all with Orange County Utilities. SSMC's GIS team is capable of making any needed edits or performing QA/QC of the existing and future City Limits, parcel maps and other GIS data.
8. **Various analysis using GIS** – SSMC's GISP's are experienced at using GIS analysis tools that benefit both our in-house projects and our private and public-sector client's projects.
9. **Metadata development and maintenance** – SSMC's GISP's are experienced and skilled at developing and maintaining project metadata. They do this on a daily basis as a part of building and populating databases.
10. **Preparation of various GIS based exhibits and maps** – The SSMC GIS team performs these tasks on a daily basis for both clients and in-house use. The SSMC GIS team, prepared 911 GIS Map Books for the City of Casselberry Fire Department and has prepared hundreds of exhibits and maps for a variety of private and public-sector clients.
11. **Scanning, digitization, georeferencing, and/or integration of plans, as-builts and other records and information into GIS and /or asset management database** – The SSMC GIS team has completed these tasks for a number of public sector clients to kick start and populate a client's database or even add to an existing database. This is typically one of the initial steps in building an asset management database. These specific tasks were an integral part of building a database for the Toho Water Authority.
12. **Transfer of CAD or other data into GIS and/or maintenance of asset management database** – SSMC Survey and GIS staff complete this task on a daily basis for a variety of private and public-sector clients. The transfer of CAD data into GIS to populate an asset management database was used for our city wide stormwater Asset Management Inventory performed for the City of Orlando that started in 2009 and is ongoing in a maintenance phase today.
13. **Assistance with selection, implementation, and / or maintenance of asset management software** – Ultimately, the data in the GIS needs to support the decision-making processes within the City of Holly Hill as part of the operation and maintenance of the Water, Wastewater, and Stormwater utilities. Part of this process may include the migration of the GIS data into a dedicated asset management system (AMS) which links the City's GIS utility assets to its work request, work order, scheduling and cost accounting systems. In order to do this, SSMC staff will review the City's existing business software and identify opportunities for GIS integration and recommend tools and business processes to develop a functional AMS. While SSMC is a Cartègraph business partner and has implemented AMS solutions for Lake County and the City of Orlando in the Cartègraph environment, we are not tied to any one specific vendor, and have designed and populated GIS databases to work with a wide variety of AMS vendors including Hansen and Cityworks.
14. **Pavement evaluation and / or database updates (including the City's Paver software database)** – The primary purpose of **Pavement Management Systems** is to improve the efficiency of decision making in the allocation of funds for maintenance, resurfacing, or reconstruction of the County's roadway facilities. A strategy is developed on whether to pay today or pay tomorrow to improve the infrastructure. Our team has experience working through this exact process and we know what is needed to make sure that you are able to defend a flexible and cost-effective prioritization plan. The SSMC team has been providing large scale Pavement Management Programs for **Orange County** and **Seminole County** for over **6 years** and has also provided Pavement Management System, Paver and PCI Survey Inspection training for consultants teaming on Pavement Management Projects.
15. **Field asset/infrastructure inventory (e.g., "survey" of existing structures and incorporating/updating related data in GIS) – Not specifically defined in FAC 5J-17** – This task is typically performed as a part of a GIS utility/public infrastructure survey and involves the use of specialized centimeter or sub- meter accuracy "Survey equipment and procedures" and the end product is used to populate a geodatabase and has been completed for a number of clients in the last several years.
16. **Assistance with GIS integration with other City software or applications, including QA/QC and/or updates to the City's Land Management File to ensure consistency with GIS** – Existing as-built and record drawing data that exist in the project areas will be converted from paper drawings, images of scanned paper drawings, and existing AutoCAD files. The SSMC team will work to collect all available source records and develop a data conversion strategy customized to each particular portion of the City depending upon the availability and quality of the existing record information.

- 17. Application maintenance or development** – The first step in **SSMC's** systems analysis and design process is to define the current system. After identifying system constraints, **SSMC** moves on to the design stage of our process. Following that **SSMC** tests the system for compatibility with the **City of Holly Hill's** existing systems and processes. Documentation is important throughout the entire process. **SSMC** documents the design stages and explains the process from beginning to end.
- 18. Database maintenance or development** – **SSMC** has experienced database developers on staff to complete this assignment. GIS Data Development Utilizing Scanned Record Drawings, Migration of existing CAD data into GIS format, Collection of GIS data in the Field to create a new database or supplement an existing database. Standardization of data values by establishing domains and "pull down" selection lists, QC Reviews of existing databases, Conflation of multiple source databases to remove duplicate redundant data, Development of standardized FGDC compliant metadata documenting GIS database content
- 19. General consulting** – **SSMC** has decades of general consulting experience and **SSMC** has assembled three Specific Divisions working together to meet our client's needs for a reason. **SSMC** is confident that one or more of these divisions will be capable of completing any Survey, GIS or SUE Service requested. **SSMC** will work with the **City of Holly Hill** in a general consulting capacity to perform a wide range of on call tasks which might include business process identification, and development of land development requirements including the required submittal of digital as-built drawings suitable for data entry into the City's GIS databases.
- 20. Data hosting and remote services, including on line GIS and including the provision backup/redundancy measures to ensure that such services continue during emergencies especially when such services may be required to be used by the City staff during emergencies** – When paired with the ArcGIS Online platform, our Online Cloud Environment allows **SSMC** to create resources (web maps and apps) that reference our client's spatial data residing in an ArcGIS for Server environment. Whether you are leveraging shared or dedicated ArcGIS for Server resources in the Cloud, you are guaranteed the best of Esri's enterprise GIS products without the cost and overhead of an on-premises deployment. Since each ArcGIS Desktop license includes one complimentary ArcGIS Online Named User account, most of our GIS clients can enjoy the power and performance of ArcGIS® Server without the added expense!
- 21. "Surveying", GIS, and asset management-related services** – The **SSMC** team's decades of experience working with utility and public works professionals gives us an understanding of the industry's standards for graphic representations of utility assets. **SSMC's** staff is able to assist and support the **City of Holly Hill** GIS users to build clean concise maps that clearly illustrate the intricacies of complex water, wastewater and stormwater utility systems.



PREVIOUS EXPERIENCE IN PROFESSIONAL SURVEYING SERVICES

Founded in 1972, Southeastern Surveying and Mapping Corporation (SSMC) is an independent, employee-owned Professional Surveying and Mapping, Geographic Information Systems (GIS), Subsurface Utility Engineering (SUE) and Grant Writing/Administration team that serves Florida's leading public and private organizations as the single largest Surveying and Mapping firm in the State of Florida.

SSMC's management staff of 25 hands on Licensed Professionals has a combined total of over 550 years of experience and supervises 31 Survey/CAD/GIS Technicians and 45 Field Teams. The SSMC team is made up of 200+ individuals, 53 are Nationally Certified Survey Technicians (CST) & 8 are Nationally Certified GIS Professionals, (GISP) that work together as a team using state of the art resources both field and office to provide Geospatial solutions to our many public sector and private sector clients. SSMC's teams can be deployed to provide a single statewide source for Geospatial data, graphic presentation, database design, delivery, and management. The SSMC Project Managers in all divisions are hands on maintaining constant contact with the client while at the same time minimizing the need for the client's participation.

The SSMC team's administrative infrastructure includes continually updated Quality Control, Operations, Field Procedures, and Graphic Standards Manuals created and maintained in-house. The Manuals bring discipline and standardization to the work that is easy to translate to customer standards. Schedules at Southeastern Surveying are updated daily and budgets are reviewed weekly using custom software for time input and a Daily Schedule Report that is linked to an FDOT audited accounting system.

Our clients know that SSMC's emphasis on Quality, Schedule, and Budget are essential ingredients that make their projects successful, and they need only a single phone number for every measurement, map or database solution. We have learned from our over 45 years of experience that traditional Surveying and Mapping is only the start of a complete product and that knowledge was the beginning of our non-traditional Surveying services divisions.

Traditional Services

Land Surveying and Mapping by SSMC's Survey Division applies experience and a complete surveyor's toolkit including 4 WD vehicles, ATV's, boats, airboats, fathometers, Terrestrial Mobile and Static LiDAR, UAS, GPS, reflectorless total stations, digital levels, electronic field books and a proprietary data collection format, and graphic production using MicroStation, ArcInfo, AutoCAD Civil 3D, AutoCAD Land Development, TopoDOT, Revit, CAiCE, and GEOPAK tools to deliver compatible data in ready-to-use form to our clients and team members. Expedited schedules and budget compliance are full time concerns, with daily tracking and reporting by an in-house designed system customized to the requirements of a full-service Surveying and Mapping Team that works with Public Sector Clients daily.

Nontraditional Services

Subsurface Utility Designation and Location (Test Holes) by SSMC's full-service Utility Division, employs the best electronic sensing devices as well as Ground Penetrating Radar (GPR) and records research to designate underground utilities and then uses highly mobile, safe, nondestructive vacuum excavation equipment to uncover and positively identify them. The SSMC Utility Division also performs Closed Circuit Television (CCTV) Pipe Inspection Services. The system is used to perform condition and as-built inspections and includes laser profiling capabilities. Pipe thickness testing using Sonar Equipment is an additional service offered as an alternative to cutting coupons on aging force mains.

Nontraditional Services

Geographic Information Systems (GIS) are created and maintained by SSMC's full-service GIS Division. This division has been designing and developing digital maps and collecting data for their associated databases since 1989 and to date has completed inventory and condition assessment/inspection projects for over 300,000 storm water features that have included culverts, ponds, conveyances, levees, dams, pump stations and manholes working for clients in diverse areas from city streets to the Seminole Tribe of Florida swamps.

Detailed condition assessments and inspections linked to the geodatabase provide a resource for prioritizing future improvements. Having located and mapped thousands of stormwater, water, wastewater and transportation assets, SSMC's GIS Division has developed comprehensive GIS data models which can be used to jump start a client's GIS implementations. All GIS database design and development, data conversion, field data collection and GIS data delivery are managed under a common supervisory structure.

This is an excellent example of how a “**Single Stop Survey Shop**” that has paid attention to their clients’ needs over the years and made a substantial investment in the equipment, training and personnel that are ready to provide any traditional or nontraditional Surveying and Mapping needs without the need for outsourcing.

Local Government Experience

The **SSMC** team’s years of experience building long term relationships with those municipalities listed below either by contract or by the assignment of new work by these municipalities is proof of our commitment to our **Local Government Clients**.

Relevant Florida/Local Government Experience Providing Professional Surveying Services It is our Business Model

• City of Altamonte Springs	2004-Ongoing
• City of Apopka	1997-Ongoing
• City of Bunnell	2014-Ongoing
• City of Casselberry	2002-Ongoing
• City of Clermont	2009 Ongoing
• City of Cocoa	2016-Ongoing
• City of Daytona Beach	2008-Ongoing
• City of Eustis	2011-Ongoing
• City of Flagler Beach	2016-Ongoing
• City of Groveland	2008-Ongoing
• City of Gulfport	2015-Ongoing
• City of Holly Hill	2013-Ongoing
• City of Kissimmee	1994-Ongoing
• City of Lake Mary	2007-Ongoing
• City of Lakeland/Lakeland Electric	2015-Ongoing
• City of Largo	2012-Ongoing
• City of Leesburg	2008-Ongoing
• City of Maitland	1988-Ongoing
• City of Mascotte	2004-Ongoing
• City of Mount Dora	2014-Ongoing
• City of Ocala	2007-Ongoing
• City of Ocoee	1990-Ongoing
• City of Orange City	2015-Ongoing
• City of Orlando	2013-Ongoing
• City of Orlando Stormwater Facilities Inventory	2009-Ongoing
• City of Oviedo	2006-Ongoing
• City of Plant City	2017-ongoing
• City of Panama City	2017-Ongoing
• City of Port Orange	2004-Ongoing
• City of Sanford	2000-Ongoing
• City of St. Cloud	2012-Ongoing
• City of St. Petersburg	2015-Ongoing
• City of Tallahassee	2011-Ongoing
• City of Tampa	2013Ongoing
• City of Tavares	2011-Ongoing
• City of West Melbourne	2013-Ongoing
• City of Winter Garden	2013-Ongoing
• City of Winter Park	1995-Ongoing
• City of Winter Springs	1997-Ongoing
• Town of Astatula	2005-Ongoing
• Town of Montverde	2009-Ongoing
• Lake County Government	2001-Ongoing
• Lake County Public Schools	2008-Ongoing

SSMC'S FAMILIARITY WITH THE CITY OF HOLLY HILL, VOLUSIA COUNTY AND CITIES WITHIN VOLUSIA COUNTY

Relevant Projects that Demonstrate Area Familiarity and Experience

City of Holly Hill, as Prime Consultant

- Water Reclamation Facility Outfall Evaluation, Design Topographic Survey including Utility Designation/Location 2016
- Overhead to Underground Conversion:
Conduit System, Utility Designation 2014
- Electric, Utility Location 2013
- Holly Hill Pier, Boundary Survey, Descriptions/Sketches (2) 2014
- Mast Arm Traffic Signals at 3rd St. and US 1, Utility Designation/Location 2013

City of Holly Hill, as Sub-Consultant

- Holly Hill Pier, Construction Layout, As-Built Survey 2014

Projects within the City of Holly Hill

- Walmart Pickup Store, Subsurface Utility Designation, with Survey Collection 2018
- Volusia County School Board - Holly Hill Elementary School K-8 Conversion, Utility Designation & Verification 2010
- Holly Hill Water Treatment Plant (5 ac):
Subsurface Utility Designation and Location (2000 LF) to include M.O.T. 2009
- Subsurface Utility Designation and Location to include: 10 Test Holes with M.O.T. 2008
- FDOT District 5 - Holly Hill Outfall along Granada St., Drainage Survey 1998

Volusia County and Cities within Volusia County:

- City of DeBary Stormwater Acquisition Program, as Sub-Consultant:
204 Grande Vista St., Vacant Boundary Survey 2018
- 405 West Highbanks, Boundary Survey 2018
- 409 West Highbanks, Boundary Survey 2018
- City of Port Orange Nova Canal North & Halifax Drainage Basins, Surveying Services for Field Verification and Condition Assessment of the Stormwater Facilities to include ditch cross-sections in, Culvert/Structure critical elevations, Establish Vertical information on Rd.s adjacent to the survey structures to determine the critical overtopping of drainage system during storm events, Flow restriction characteristics on selected bridge structures within the study area. 2017-2018
- SR A1A Permitting Support, Flagler and Volusia Counties, Topographic Survey, Horizontal/Vertical Project Control, Alignment & Existing ROW Lines, Reference Points, Topography/DTM (3D), Subdivision Location, Work Zone Safety, Supplemental Surveys (if approved), Field Reviews, QA/QC, Supervision and Coordination 2017
- City of Daytona Beach Beville Rd. Trail Project (10,400 LF), Design Topographic Survey 2017
- City of Daytona Beach La Playa Resort Apparent ROW Survey, Establish Apparent Right-of-Way, Locate Sidewalk, Curbing, Edge of Pavement & Metal Utility Structure 2017
- City of Daytona Beach Modernization Densification Horizontal Control Network Ph. 2, Control Survey 2017
- City of Daytona Beach Westside Regional Water Reclamation Facility UV Retrofit and/or Upgrade, Utility Designation/Location, Topographic Survey, as Sub-Consultant 2017
- City of Daytona Beach Williamson Boulevard Reclaimed Water Line (2200 LF +/-), Utility Designation/Location 2017
- City of Edgewater Wastewater Treatment Plant Mixing Zone, Bathymetric Survey, as Sub-Consultant 2017
- Volusia County Normandy Blvd Reclaimed Water Main Extension/Lancaster Park Water Main, Topographic Survey, Right-of-Way Survey, Utility Designation/Location, as Sub-Consultant 2017
- Volusia County West Park Ave. Widening, Design Topographic Survey, ROW Survey & Mapping, Utility Designation/Location, as Sub-Consultant 2017
- City of DeBary 265 Ponce Lane Drainage Improvements, Topographic Survey, as Sub-Consultant 2017
- City of DeBary Stormwater Master Plan Projects, as Sub-Consultant:
Staff Gauge Replacements and Double Check Vertical Control 2010-2017
- 265 Ponce Lane Drainage Improvements, Topographic Survey 2017
- 44 Seminole Dr. Drainage Improvements, Topographic Survey 2015
- 250 Adelaide St. Drainage Improvements, Topographic Survey 2014-2015
- 294 DeLeon Rd. Drainage Improvements, Topographic survey, Benchmarks, Test Holes 2015
- Fort Florida Rd. & Rivera Bella Dr., Topographic Survey 2015
- Staff Gauge Replacements Citywide, Replace Staff Gauges 2015
- 11 Hollow Pine Dr. Drainage Improvements, Topographic Survey with Utility Location, 2014
- 410 N. Pine Meadow Dr. Drainage Improvements, Topographic Survey, Utility Location 2014
- No Name Lake Stormwater Pump Station Highbanks Rd., Topographic Survey, Utility Location 2014
- Volusia County Miller Lake Stormwater Management, Additional Design Survey
- Transit Oriented Development Culvert Control Structure Elements Locations #'s 1 thru 9, Topographic Survey

• City of DeBary Stormwater Master Plan Projects, as Sub-Consultant (Continued):	
• 54 & 58 Shell Rd. Drainage Improvements, Topographic Survey	2013
• Lakeside HOA DeBary Golf and Country Stormwater Pond Repairs, Topographic Survey	2013
• Transit Oriented Development, Topographic Survey	2013
• Lakeside Gravity Outfall System Phase 2, Topographic Survey	2012
• Lakeside Gravity Outfall System Phase 1, Topographic Survey	2012
• Naranja Rd. 2nd St. Improvements, Design Survey	2012
• City of Deltona Alexander Ave. Site Improvements (800 LF), Utility Location	2017
• City of Orange City Blue Springs Nutrient Reduction Project Phase 2 E. Graves Ave. Drainage Improvements, Topographic Survey, Utility Designation/Location	2017
• City of Orange City East Banana Ave Phase I, Boundary Survey, Environmental Assessment	2017
• City of Orange City South Holly Avenue CRA St.scape & Utility Improvements, Topographic Survey, Utility Designation/Location	2017
• City of Orange City Terrace Hill Stormwater Ponds, Design Topographic Survey, Utility Designation	2017
• City of Port Orange Causeway Park, Descriptions/Sketches, Field Effort	2017
• City of Port Orange Gopher Tortoise Recipient Area Conservation Easement - Phases 1-7, Description/Sketch	2017
• City of Port Orange Police Shooting Range Facility, Boundary Survey, Topographic Survey, Wetland Location	2017
• City of Port Orange Stormwater Infrastructure Verification/Condition Assessment, Field Verification & Condition Assessment of the Stormwater Facilities located within the Halifax & Nova Canal North Drainage Basins, (1,507) Structures; (1,368) Pipes; (67) Canals/Ditches; (79) Ponds, & additional City Maintained Stormwater Facilities (79) Structures; Non-City Maintained Stormwater Facilities (448) Structures; (243) FDOT Structures. (79.8 mi.), as Sub-Consultant	2017
• Volusia County (V.C.)-Normandy Blvd. Reclaimed Water Main Extension/Lancaster Park Water Main, Topographic Survey, Right-of-Way Survey, Utility Designation/Location, as Sub-Consultant	2017
• V.C.-West Park Ave. Widening, Design Topographic Survey, Right-of-Way Survey & Mapping, Utility Designation/Location, as Sub-Consultant	2017
• City of DeBary Benson Junction Rd. & S. Shell Rd., Survey Review	2016
• City of DeBary Rob Sullivan Community Park Phase 2 ADA Accessible Emergency Access Rd., Topographic Survey, as Sub-Consultant	2016
• City of Orange City Dove Parcel, Easement Survey	2016
• City of Orange Mill Lake Park, as Sub-Consultant:	
• Phase 3 Water Quality Improvements, Design Topographic Survey	2015-2016
• Phase 2 Improvements, Topographic Survey	2015
• Phase 1 Improvements, Topographic Survey	2015
• City of Orange City Oak Hill Mobile Home Park-Parcels A & B, Boundary Survey	2016
• City of Orange City East Banana Ave. Plat of the Assessors Subdivision, Vacant Boundary Survey	2015
• City of Orange City Phase I Stormwater Management Master Plan, Stormwater Facilities Inventory, Obtain & Install Source Materials, Structure Culvert & Pond GPS Inventory, Quality Control Review of the Collected Dated	2015
• City of Orange City Volusia County Baptist Church (South Orange Ave.), Utility Location, Survey Collection	2015
• City of Daytona Beach 6th St. & Kennedy Rd. Intersection Improvements (1,500 LF), Utility Designation/Location	2016
• City of Daytona Beach Ballough Rd. Bridge, FL / Marina Village, Utility Location	2016
• City of Daytona Beach Rob Sullivan Community Park Phase 2 Emergency Access, Topographic Survey	2016
• City of Edgewater Dale Ave. to 10th Trail, Topographic Survey, Vacant Boundary Survey	2016
• City of Orange City Water Main Looping Projects - Area 1, Topographic Survey	2016
• City of Ormond Beach Melrose Avenue Outfall Replacement (1200 LF), Utility Designation	2016
• V.C. Normandy Blvd RWM Extension/Lancaster Park WM, Utility Designation	2016
• V.C.-Turnball Bay Rd. Bridge Replacement (1 mi.), Horizontal/Vertical Project Control, Bench Line; Alignment & Existing Right-of-Way Lines, Reference Points, Topography/DTM (3D), Rd.way Cross-Sections/Profiles, Utilities-Designation & (20) Test Holes, Drainage Survey, Bridge Survey, Channel Survey, Pond Site Survey, Jurisdiction Line Survey, Geotechnical Support, Sectional/Grant Survey, Subdivision Location, Maintained Right-of-Way, Work Zone Safety, Document Research, Field Reviews, Technical Meetings, QA/QC, Supervision, Coordination	2012-2016
• City of DeBary Fort Florida Rd. & Rivera Bella Dr., Topographic Survey, as Sub-Consultant	2015
• City of Orange City, Orange City Stormwater Master Plan Miscellaneous Survey Services, Topographic Survey,	2015
• City of Port Orange Riverwalk, Utility Location	2015
• Lake Eva Park, Topographic Survey, Utilities, as Sub-Consultant	2015
• Oak Ave. East Right-of-Way Line, Boundary Survey	2015
• City of Orange City Water Main Looping: Area 1, Topographic Survey, Descriptions/Sketches, Soil Borings	2015
• V.C.- Beville Rd. at Pelican Bay Dr. East Entrance Signalization, Utility Location, Clear (5) Traffic Control Device	2014
• V.C.- Old Mission Rd. at Josephine St. Signalization, Design Topographic Survey (3) areas, as Sub-Consultant	2014
• City of Cocoa 30" Water Supply Main Extension near Well 17, Supplemental Survey Services	
• V.C.-Turnball Bay Bridge Design Topographic Survey R/W Mapping and Utility Designation/Location	

SOUTHEASTERN SURVEYING AND MAPPING CORP. (SSMC) OFFICE LOCATION RELATIVE TO THE CITY OF HOLLY HILL OFFICE

All Services will be Managed from SSMC's Volusia County Branch Office with no charge for drive time.

SSMC has been successfully completing Professional Surveying Services Projects in Volusia County for decades with no issues.

City of Holly Hill



1065 Ridgewood Ave., Holly Hill, FL 32117



SSMC Volusia County Office

345 Magnolia Pl., DeBary, FL 32713



SSMC Orlando Corporate Office

6500 All American Blvd., Orlando, FL 32810

SSMC's CLIENT LISTING, TERM OF RELATIONSHIP

The **SSMC** team's years of experience building long term relationships with those municipalities listed below either by contract or by the assignment of new work by these municipalities is proof of our commitment to our **Local Government Clients**.

On following pages there are references that include the term relationship, current status, individual contact name, address, email and phone number.

Relevant Experience Providing Professional Surveying Services

• City of Altamonte Springs	2004-Ongoing
• City of Apopka	1997-Ongoing
• City of Bunnell	2014-Ongoing
• City of Casselberry	2002-Ongoing
• City of Clermont	2009 Ongoing
• City of Cocoa	2016-Ongoing
• City of Daytona Beach	2008-Ongoing
• City of Eustis	2011-Ongoing
• City of Flagler Beach	2016-Ongoing
• City of Groveland	2008-Ongoing
• City of Gulfport	2015-Ongoing
• City of Holly Hill	2013-Ongoing
• City of Kissimmee	1994-Ongoing
• City of Lake Mary	2007-Ongoing
• City of Lakeland/Lakeland Electric	2015-Ongoing
• City of Largo	2012-Ongoing
• City of Leesburg	2008-Ongoing
• City of Maitland	1988-Ongoing
• City of Mascotte	2004-Ongoing
• City of Mount Dora	2014-Ongoing
• City of Ocala	2007-Ongoing
• City of Ocoee	1990-Ongoing
• City of Orange City	2015-Ongoing
• City of Orlando	2013-Ongoing
• City of Orlando Stormwater Facilities Inventory	2009-Ongoing
• City of Oviedo	2006-Ongoing
• City of Plant City	2017-ongoing
• City of Panama City	2017-Ongoing
• City of Port Orange	2004-Ongoing
• City of Sanford	2000-Ongoing
• City of St. Cloud	2012-Ongoing
• City of St. Petersburg	2015-Ongoing
• City of Tallahassee	2011-Ongoing
• City of Tampa	2013Ongoing
• City of Tavares	2011-Ongoing
• City of West Melbourne	2013-Ongoing
• City of Winter Garden	2013-Ongoing
• City of Winter Park	1995-Ongoing
• City of Winter Springs	1997-Ongoing
• Town of Astatula	2005-Ongoing
• Town of Montverde	2009-Ongoing
• Lake County Government	2001-Ongoing
• Lake County Public Schools	2008-Ongoing

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: **The City of Cocoa, as Prime Consultant**
 Address: **351 Shearer Blvd., Cocoa, FL 32922**
 Point of Contact: **Mr. Benjamin N. Hayner, PE | Engineering Division Manager**
 Phone #: **(321) 433-8725** Email address: **bhayner@cocoafl.org**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 2016**

2. Name of Company: **The City of Daytona Beach, as Prime Consultant**
 Address: **950 Bellevue Ave., Daytona Beach, FL 32115**
 Point of Contact: **Mr. Frank M. Van Pelt, CPM | Technical Services Project Director**
 Phone #: **(386) 671-8635** Email address: **VanPeltF@codb.us**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 2001**

3. Name of Company: **The City of Orange City, as Prime Consultant**
 Address: **426 S. Volusia Ave., Orange City, FL 32763**
 Point of Contact: **Ms. Migdalia Hernandez | Public Works Director**
 Phone #: **(386) 775-5446** Email address: **mhernandez@ourorangecity.com**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 2015**

4. Name of Company: **The City of Port Orange, as Prime Consultant**
 Address: **1000 City Center Cl., Port Orange, FL 32129**
 Point of Contact: **Ms. Linda D. Johson, ACP, R/W-NAC | Right of Way Agent**
 Phone #: **(386) 506-5755** Email address: **Ljohnson@port-orange.org**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 2001**

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1. Name of Company: **The City of Altamonte Springs, as Prime Consultant**
 Address: **950 Calabria Dr. , Altamonte Springs, FL 32714**
 Point of Contact: **Ms. Victoria Bogle | Project Manager/Utilities and Plats Coordinator**
 Phone #: **(407) 571-8332** Email address: **vlbogle@altamonte.org**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 2004**
2. Name of Company: **The City of Apopka, as Prime Consultant**
 Address: **748 East Cleveland St., Apopka, FL 32703**
 Point of Contact: **Mr. R. Jay Davoll, PE, CFM | Public Services Department**
 Phone #: **(407) 703-1731** Email address: **jdavoll@apopka.net**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 1997**
3. Name of Company: **The City of Casselberry, as Prime Consultant**
 Address: **95 Triplett Lake Dr., Casselberry, FL 32707**
 Point of Contact: **Mr. Mark D. Gisclar | Public Works Director**
 Phone #: **(407) 703-1731** Email address: **mgisclar@casselberry.org**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 2002**
4. Name of Company: **The City of Ocoee, as Prime Consultant**
 Address: **400 South Orange Ave., 8th Floor, Orlando, FL 32802**
 Point of Contact: **Mr. Jack A. Butler, AICP, PMP | Director of Support Services**
 Phone #: **(407) 554-7063** Email address: **AButler@ci.ocoe.fl.us**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 1990**

TAB 4

SSMC's CUSTOMER LISTING

This is a list of SSMC's customers/clients that we have worked with during the past 3 years providing Professional Surveying Services similar or the same in size, scope and characteristics to the Professional Surveying Services described in the City of Holly Hill Scope of Work.

On following pages there are References that include the Client Name, Description of the Service Provided, Time Period of the Project or Contract, Contact Reference Name and Phone Number.

• City of Altamonte Springs	2004-Ongoing
• City of Apopka	1997-Ongoing
• City of Bunnell	2014-Ongoing
• City of Casselberry	2002-Ongoing
• City of Clermont	2009 Ongoing
• City of Cocoa	2016-Ongoing
• City of Daytona Beach	2008-Ongoing
• City of Eustis	2011-Ongoing
• City of Flagler Beach	2016-Ongoing
• City of Groveland	2008-Ongoing
• City of Gulfport	2015-Ongoing
• City of Holly Hill	2013-Ongoing
• City of Kissimmee	1994-Ongoing
• City of Lake Mary	2007-Ongoing
• City of Lakeland/Lakeland Electric	2015-Ongoing
• City of Largo	2012-Ongoing
• City of Leesburg	2008-Ongoing
• City of Maitland	1988-Ongoing
• City of Mascotte	2004-Ongoing
• City of Mount Dora	2014-Ongoing
• City of Ocala	2007-Ongoing
• City of Ocoee	1990-Ongoing
• City of Orange City	2015-Ongoing
• City of Orlando	2013-Ongoing
• City of Orlando Stormwater Facilities Inventory	2009-Ongoing
• City of Oviedo	2006-Ongoing
• City of Plant City	2017-ongoing
• City of Panama City	2017-Ongoing
• City of Port Orange	2004-Ongoing
• City of Sanford	2000-Ongoing
• City of St. Cloud	2012-Ongoing
• City of St. Petersburg	2015-Ongoing
• City of Tallahassee	2011-Ongoing
• City of Tampa	2013Ongoing
• City of Tavares	2011-Ongoing
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• City of Winter Springs	1997-Ongoing
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• Lake County Public Schools	2008-Ongoing

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 Phone #: **(321) 433-8725** Email address: **bhayner@cocoafl.org**
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 Dates of Service: **Ongoing since 2016**

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 Address: **950 Bellevue Ave., Daytona Beach, FL 32115**
 Point of Contact: **Mr. Frank M. Van Pelt, CPM | Technical Services Project Director**
 Phone #: **(386) 671-8635** Email address: **VanPeltF@codb.us**
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 Point of Contact: **Ms. Victoria Bogle | Project Manager/Utilities and Plats Coordinator**
 Phone #: **(407) 571-8332** Email address: **vlbogle@altamonte.org**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 2004**
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 Phone #: **(407) 703-1731** Email address: **jdavoll@apopka.net**
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 Point of Contact: **Mr. Mark D. Gisclar | Public Works Director**
 Phone #: **(407) 703-1731** Email address: **mgisclar@casselberry.org**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

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 Phone #: **(407) 554-7063** Email address: **AButler@ci.ocoe.fl.us**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 1990**

CITY OF HOLLY HILL

Continuing Professional Surveying and Mapping Services Contract (Includes Subsurface Utility Designation/Location/Mapping Services)

Ongoing since 2013

City of Holly Hill, 1065 Reidgewood Ave., Holly Hill, FL 32117

Ms. Jacki Maswary | Public Works Director (Former)

Mr. Antoine Khoury | Public Works Director (Current)

(386) 248-9420 x3702 / (386) 248-9449 fax / Email: akhoury@hollyhillfl.org

Relevant Project Experience:

Last 2 Years

- City of Holly Hill Water Reclamation Facility Outfall Evaluation, Utility Designation/Location, Pre-Design Survey 2016
- US 1, from Mason Ave. to North City Limits Overhead to Underground Conversion/Conduit System Mapping of (3) Locations, Utility Designation, Survey Collection 2014
- Holly Hill (Riverside Park) Pier, Boundary Survey, (2) Descriptions/Sketches, Utility Location 2014
- Mast Arm Traffic Signals at 3rd St. and US 1, Utility Designation/Location 2013
- US 1 from Mason Ave. to 5th St. Overhead to Underground Conversion (Electric), Utility Location, Survey Collection 2013

Additional Relevant Project Experience:

- Walmart Pickup Store, Subsurface Utility Designation, with Survey Collection 2018
- Holly Hill (Riverside Park) Pier, Construction Layout, As-Built Survey, as Sub-Consultant 2014
- Volusia County School Board - Holly Hill Elementary School K-8 Conversion, Utility Designation & Verification 2010
- Holly Hill Water Treatment Plant (5 ac):
 - Subsurface Utility Designation and Location (2000 LF) to include M.O.T. 2009
 - Subsurface Utility Designation and Location to include: 10 Test Holes with M.O.T. 2008
- FDOT District 5 - Holly Hill Outfall along Granada St., Drainage Survey 1998

CITY OF ORANGE CITY

Continuing Professional Surveying and Mapping Services (Includes Subsurface Utility Designation/Location/Mapping Services)

Ongoing since 2015

City of Orange City, 426 S. Volusia Ave., Orange City, FL 32763

Ms. Migdalia Hernandez | Public Works Director

(386) 775-5446 | (386) 775-5416 fax | mhernandez@ourorangecity.com

Relevant Project Experience

Last 2 Years

- E. Banana Avenue Phase I Environmental Study, Boundary Survey, Environmental Assessment 2017
- Lift Station at Medical Center Drive, Topographic Survey 2017
- Marshall Pond Survey Request #1; 402/406 Carpenter Avenue, Limited Topographic Survey 2017

Additional Relevant Project Experience

- Blue Springs Nutrient Reduction Project Mill Lake-Ph 3A Water Quality Improvement, Construction Layout, As-Built Survey, as Sub-consultant 2016-2017
- Plat Review Services, as Sub-consultant:
 - Shadow Ridge Phase 2, Plat Review 2017
 - 2850 Wellness Ave Lot Adjustment, Plat Review 2016
 - Treemonte at Orange City, Plat Review 2016
 - Wellness Medical Center, Plat Review 2016
 - Rhode Island Industrial Park, Plat Review 2015
 - Wawa (Enterprise R. & Crown Centre Blvd.), Plat Review 2015
- South Holly Avenue CRA Streetscape & Utility Improvements, Topographic Survey, Utility Designation/Location, as Sub-consultant 2017
- 430 South Holly Ave., Boundary Survey, as Sub-consultant 2016
- Blue Springs Nutrient Reduction Project Ph. II – East Graves Ave Drainage Improvements, Topographic Survey, Utility Designation/Location, as Sub-consultant 2016
- Carpenter Ave Design Level Survey (2000 LF), Design Topographic Survey, Utility Designation/Location 2016
- Dove Parcel, Easement Survey 2016
- - Mill Lake Park Ph. 3 Water Quality Improvements, Design Topographic Survey, as Sub-consultant 2016
 - Oak Hill Mobile Home Park – Parcels A&B, Boundary Survey 2016
 - Volusia County Baptist Church (South Orange Ave.), Utility Location, Survey Collection 2015 Water Main Looping Projects – Area 1, Topographic Survey, as Sub-consultant 2016
 - East Banana Ave., Vacant Boundary Survey, as Sub-consultant 2015
 - Mill Lake Park, Vacant Boundary Survey 2015
 - Mill Lake Park Ph. 1 & 2 Improvements, Topographic Survey, as Sub-consultant 2015
 - Oak Ave. East Right-of-Way Line, Boundary Survey, as Sub-consultant 2015
 - Stormwater Management Master Plant Ph. I, Stormwater Facilities Inventory, Structure Culvert & Pond Global Positioning System (GPS) Inventory, Topographic Survey, Miscellaneous Survey Services, as Sub-consultant 2014-2015
 - Dunlawton Ave. at Spruce Creek Rd., Utility Location, Test Holes, as Sub-consultant 2014
 - Mill Lake Miscellaneous Services, Bathymetric Survey (23 ac.), Topographic Survey, Utility Designation/Location, as Sub-consultant 2012-2014
 - Mill Lake Park Ph. 2, Topographic Survey, Utility Location, as Sub-consultant 2014
 - Orange City Beautification (500 LF), Utility Designation with Ground Penetration Radar (GPR) , as Sub-consultant 2012
 - 470 Carpenter Ave. Drainage Improvements (1100 LF), Topographic Survey, Utility Location, as Sub-consultant 2011

CITY OF COCOA

Continuing Professional Surveying and Mapping Services (Includes Subsurface Utility Designation/Location/Mapping Services)

Ongoing since 2016

City of Cocoa, 351 Shearer Blvd., Cocoa, FL 32922

Mr. Benjamin N. Hayner, PE | Engineering Division Manager

(321) 433-8725 | bhayner@cocoafl.org

Relevant Project Experience

Last 2 Years

- Lift Station 29 Inlet Invert Repairs, Boundary and Topographic Survey 2018
- Raw Water System – Wells 15 to 17 (Wewahootee Road), Topographic Survey & Subsurface Utility Designation & Excavation, Test Holes (anticipate 82/Dirt) 2017-Active

Subconsultant Relevant Project Experience

- Claude H. Dyal Water Treatment Plant Elevated Walkway Improvements – As a Sub-Consultant, SSMC performed Construction Layout and As-Built Survey Services: Recovered/or Reset Horizontal/Vertical Control as shown on the plans provided, Construction Layout of the columns for the elevated walkway, the stairway, lower level concrete sidewalk and miscellaneous site grading, Set Elevations and offsets, Final As-Built Survey upon completion of construction. (1.0 ac) 2016
- Sites 10, 11 & 21 Gravity Sewer Pipe Replacement and Point Repair – As a Sub-Consultant, SSMC performed Topographic Survey for Sites 10, 11 & 21, located all improvements and above ground utilities, located and detailed two (2) manholes per site, to include rim elevations, pipe size and type, obtained spot elevations on natural ground and existing improvements, and established a minimum of (3) benchmarks on each site. 2016
- Wastewater Treatment & Disposal: Wetland Application Feasibility Study – As a Sub-Consultant, SSMC performed Topographic Survey of Wetlands, obtained five (5) extended cross sections (1,000' wide) across the stream channel within the wetland, spaced evenly across from the berm to the southern boundary of the site, obtained NP SHWL elevations at three (3) locations, installed two (2) staff gauges and stilling wells, located inverts at one (1) location, defined top of berm culvert and overflow elevations, obtained stream cross sections at southern boundary of site, obtained two (2) additional cross-sections South of the parcel, and defined the connectivity from pond/stream to the canal south of the parcel. (166 ac +/-) 2015-2016
- Various Sites Gravity Sewer Pipe Replacement and Point Repair – As a Sub-Consultant, SSMC performed Topographic Survey along twenty (20) Locations/Streets, located all improvements and above ground utilities, located and detailed two (2) manholes per site, to include rim elevations, pipe size and type, obtaining spot elevations on natural ground and existing improvements, and establishing a minimum of two (2) benchmarks on each site. Topographic coverage was limited to an area right-of-way to right-of-way for 100 LF per site lying between two (2) manholes marked with paint in the field by the client prior to commencement of the survey. (2000 LF) 2016
- Claude H. Dyal Water Treatment Plant Construction Services: As a Sub-Consultant, SSMC performed Construction Layout and an As-Built Survey. SSMC recovered/reset Horizontal/Vertical Control, laid out the columns for the elevated walkway, the stairway, the lower level concrete sidewalk and miscellaneous site grading; Elevations and offsets were set as needed and a final As-Built Survey was performed upon completion of construction (1.0 ac) 2015
- Claude H. Dyal Water Treatment Plant Clearwell - As a Sub-Consultant, SSMC performed a Design Topographic Survey and located all improvements and utilities as evidenced by above ground features or marked by designated utility company representative, obtained spot elevations, and established a minimum of two (2) benchmarks. 2015
- Water Supply Main (Wellfield Watermain) - As a Sub-Consultant, SSMC performed a Design Topographic Survey through six (6) sections of land to provide the design engineer with sufficient topographic data both horizontal and vertical to plan and design the route of a new water main relative to the existing wells and water treatment plant. This project included the accurate designation and location (test holes) of subsurface utilities to aid in route design in order to avoid costly conflicts during the installation of the new water main

- West Peachtree St. Water Main Replacement - As a Sub-Consultant SSMC performed Subsurface Utility designation using Ground Penetrating Radar (GPR) and location using nondestructive vacuum excavation of all public subsurface utility lines found, excluding service lines, gravity sewer lines and irrigation, along Peachtree Street beginning at US Hwy 1 and heading west to the railroad tracks. (500 LF) 2015
- West Peachtree St. from Cocoa Blvd. to Indian River Dr. Water Main Replacement - As a Sub-Consultant, SSMC performed Subsurface Utility designation using GPR and location using nondestructive vacuum excavation of all public subsurface utility lines found, excluding service lines, gravity sewer lines and irrigation, along Peachtree Street beginning at US Hwy 1 and heading east to Indian River Drive, performed Maintenance of Traffic (MOT), and used the survey (Horizontal/Vertical Control) provided by the client, to locate utilities as designated by the SSMC utility crew as well as test hole locations along Peachtree Street. 2015
- Claude H. Dyal Water Treatment Plant -Redundant 54" Line - As a Sub-Consultant, SSMC performed Subsurface Utility designation using GPR and a Topographic Survey, extending the topographic data from the Northerly terminus of the access road Northerly to the Southerly end of pavement of SR 520; obtained spot elevations inside of the Dyal High Service Pump Room (HSPR) using a LiDAR Scanner and created a 3D Model of the existing facility area; obtained spot elevations of exposed pump discharge piping and associated thrust blocks; and located designated utilities and twenty-five (25) test holes as performed by the SSMC Utility Division 2014
- Wewahootee Pump Station Improvements - As a Sub-Consultant, SSMC performed Construction Layout and an As-Built Survey; recovered/reset Horizontal/ Vertical Control and property corners of each site as referenced on the construction plan set provided; performed Construction Layout all new concrete pads, blow off assemblies, tower, yard piping and miscellaneous site grading (Elevations and offsets were set as needed). A Final As-Built Survey was also performed. (6.19 ac.) 2014
- Indian River Dr. Water Distribution Improvements - As a Sub-Consultant, SSMC performed Subsurface Utility designation using GPR and location using nondestructive vacuum excavation to expose subsurface utilities found along the proposed new watermain route, performed eleven (11) Test Holes, and performed Survey collection of all utilities located by the SSMC utility crew along Indian River Drive, North of SR 520. (7500 LF) 2013
- West Peachtree St. from Clearlake Rd. to Pineda St. Water Main Replacement - As a Sub-Consultant, SSMC performed Subsurface Utility designation using GPR and nondestructive vacuum excavation to expose subsurface utilities found in conflict with the proposed water main route; performed (6) Test Holes with Maintenance of Traffic, and performed Flowable Fill and Global Positioning System (GPS) Utility Collection at each Test Hole location. (2382 LF) 2013
- Claude H. Dyal Water Treatment Plant - LOX Conversion - As a Sub-Consultant, SSMC performed Construction Layout of the LOX Storage Pad and the concrete pavement, an As-Built Survey upon completion of the project, recovered/reset horizontal and vertical control on the construction plan set provided, and performed all layout elevations and offsets as needed 2013
- Wewahootee Pump Station - As a Sub-Consultant, SSMC performed a Design Topographic Survey to locate all improvements to include Subsurface Utility designation using GPR and nondestructive vacuum excavation to expose subsurface utilities at eighteen (18) specific locations, obtained spot elevations; established a minimum of two (2) site benchmarks. (6.19 ac.) 2012
- Wellfield & Water Treatment Plant - As a Prime Consultant, SSMC performed a Boundary Survey, prepared Descriptions/Sketches for the City of Cocoa Water Treatment Plant on Dallas Avenue and various Well sites and also performed a Topographic Survey in specific areas 2009
- SR A1A Cast Iron Pipe Rehabilitation & SR 5 (US Hwy 1) Utility Relocations - As a Sub-Consultant, SSMC performed a Topographic Survey that included twelve (12) Soil Borings along the Corridor (6570LF), and also performed utility designation using GPR and location (Test Holes) using nondestructive vacuum excavation for the Reclaimed Water Line for SR A1A Utility Relocations (2 mi.) 2008

CITY OF DAYTONA BEACH

Continuing Professional Surveying and Mapping Services Contract (Includes Subsurface Utility Designation/Location/Mapping Services)

Ongoing since 2008

City of Daytona Beach, 950 Bellevue Ave., Room 600, Daytona Beach, FL 32114

Mr. Frank M. Van Pelt CPM | Technical Services Division Director

(386) 671-8635 | (386) 671-5905 fax | VanPeltF@codb.us

Relevant Project Experience

Last 2 Years

- | | |
|---|------|
| • Campbell Pool Parking Lot Improvements - Dickerson Center Park, Topographic Survey | 2017 |
| • La Playa Resort, Apparent Right-of-Way Survey | 2017 |
| • Modernization Densification Horizontal Control Network Phase 2, Geodetic Control Survey | 2017 |

Additional Relevant Project Experience

- | | |
|---|------|
| • Beville Road Trail, (10,400 LF) Topographic Survey, (1,050 LF) Topographic Survey | 2016 |
| • Modernization Densification Horizontal Control Network Phase I, Geodetic Control Survey | 2008 |
| • Storm Sewer Outfall Pipes Bay Street Utility Mapping, Subsurface Utility Mapping Services | 2008 |
| • Wild Olive Avenue/N from Glenview Blvd to Jassamine Blvd, Utility Designation/Location | 2003 |

Subconsultant Relevant Project Experience

- | | |
|--|------|
| • Williamson Boulevard Reclaimed Water Line (2200 LF +/-), Topographic Survey, Utility Designation/Location | 2017 |
| • Ballough Road Bridge, FL / Marina Village Project, Utility Location, 8 Test Holes | 2016 |
| • Multiuse Trail-International Speedway Blvd at Peninsula Drive, Topographic Survey (97458) | 2016 |
| • Rob Sullivan Community Park Phase II ADA Accessible Emergency Access Road, Topographic Survey | 2016 |
| • Sixth St. & Kennedy Rd. Intersection Improvements (1500 LF), Utility Designation/Location | 2016 |
| • Westside Regional Water Reclamation Facility UV Retrofit and/or Upgrade, Design Topographic Survey, Utility Designation/Location | 2016 |
| • Lift Station #2 Improvements, Utility Designation/Location, Survey Collection | 2013 |
| • Lift Station #9 Improvements, Utility Designation/Location, Survey Collection | 2013 |
| • Midtown Stormwater Remediation Program, Utility Designation/Location / Coordination / Permitting | 2013 |

Attachment: SSMCs ELECTRONIC COPY_06-18-2018 (1) (2144 : RFQ 18-PW-01 - Professional Surveying Services)

CITY OF PORT ORANGE

Continuing Professional Surveying and Mapping Services Contract (Includes Subsurface Utility Designation/Location/Mapping Services)

Ongoing since 2001

City of Port Orange, 100 City Center Circle, Port Orange, FL 32129-1759

Ms. Lisa Epstein | City Engineer
(386) 506-5662 / lepstein@port-orange.org

Ms. Linda D. Johnson, Right of Way Agent
(386) 506-5755 ljohnson@port-orange.org

Relevant Project Experience:

Last 2 Years

- Nova Canal North & Halifax Drainage Basins (Centerline Elevation Survey of Drainage Ditches), Field Verification & Condition Assessment of the Stormwater Facilities located within the Halifax & Nova Canal North Drainage Basins 2017-2018
- Woodhaven - Phase 1, Plat Review 2018
- Woodhaven - Phase 1, Plat Review 2018
- Gopher Tortoise Recipient Area Conservation Easement - Phases 1-7, Description/Sketch 2017
- Hawks Preserve at Port Orange Reserve - Phase II, Plat Review 2017
- Pinnacle Phase II, Plat Review 2017
- Police Shooting Range Facility, Boundary Survey, Topographic Survey 2016-2017
- Port Orange Causeway Park, Description/Sketch 2017
- Riverwalk Park- Phase 1B, FPL Description/Sketch 2017
- Westport Reserve Phase 2C, Plat Review 2017

Additional Relevant Project Experience:

- Hawks Preserve at Port Orange Plantation-Ph. 1, Plat Review 2016
- Police Shooting Range Facility, Boundary Survey, Topographic Survey (98128) 2016
- City of Port Orange Boundary Map Revision, Description/Sketch 2015
- Palmento Pointe Marketplace (17.724 ac.), Plat Review 2015
- Reedy Creek North (5.15 ac.), Plat Review 2015
- Riverwalk Test Holes, Utility Designation 2015
- Woodland Center, Tract 1 (4.74 ac.), Plat Review 2015
- US Food Facility, in Port Orange, ALTA/ACSM Land Title Survey 2014
- Large Restaurant Chain Restaurant Rebuild, Subsurface Utility Designation with Survey 2013
- Large Store Chain Store New Build, Construction Layout 2013
- 13 Palm Castle Dr., Proposed Bore Route, Subsurface Utility Designation 2013
- Port Orange Water Main Replacement (1500 LF), Utility Designation/Location, Test Holes 2011
- Port Orange, Ground Penetrating Radar Demonstration, No Charge to City 2007
- SR 44, Hal Butts Property (the North 300- ac), Boundary Survey & Proposed Utility Pole Location 2004
- Port Orange GIS Conversion, GIS Demonstration, No Charge to City 2002
- City Wide Section Corner Recovery, Section Corner Control Densification, & GIS Consulting 2001

Subconsultant Project Experience

- South Water Main Improvements (14510 LF +/-), Topographic Survey 2017-2018
- Stormwater Infrastructure Verification/Condition Assessment, Field Verification & Condition Assessment of the Stormwater Facilities to include: 1,507 Structures; 1,368 Pipes; 67 Canals/Ditches; 79 Ponds; a Total of 3,021 Facilities, additional City Maintained SW Facilities-79 Structures; Non-City Maintained SW Facilities-448 Structures; 243-FDOT Structures. (79.8 mi) 2017
- Riverwalk Test Holes, Utility Designation 2015
- Port Orange Water Main Replacement (1500 LF), Utility Designation/Location, Test Holes 2011

Attachment: SSMCs ELECTRONIC COPY_06-18-2018 (1) (2144 : RFQ 18-PW-01 - Professional Surveying Services)

CITY OF ALTAMONTE SPRINGS

Professional Surveying & Mapping Services (Pre-Contract) Continuing Professional Surveying & Mapping Services (Includes Subsurface Utility Designation/Location/Mapping Services)

1992-2004
Ongoing since 2004

City of Altamonte Springs, 950 Calabria Dr., Altamonte Springs, FL 32714

Ms. Victoria Bogle / Utilities Coordinator

(407) 571-8332 / (407) 571-8350 fax / vlbogle@altamonte.org

Relevant Project Experience:

Last 2 Years

- ALTA Boundary Survey for Parcel: 18-21-30-510-0A00-0010, ALTA/NSPS Boundary Survey 2018
- Center Street (East of Palm Springs Drive) Water Line Survey, Limited Boundary & Topographic Survey, Utility Designation 2018
- 1097 Douglas Avenue - Utility Easement, Description/Sketch 2017
- Adventist Gateway Expanded Campus (23.35 ac), Plat Review 2017
- Altamonte Springs Lift Station 40 Replacement, Boundary Survey 2016-2017
- Bobo Residence-RWRF-48 Effluent Pipe Little Wekiva River Outfall Repair/New Access Easement, Set Stakes at 20ft intervals along the Southerly line of the subject property 2017
- Centerpointe Sanctuary (15-50000002), Plat Review 2016-2017
- Little Wekiva River Flooding - Survey Support, Topographic Survey 2017
- Village Green Additional Sidewalk Easements, (4) Descriptions/Sketches 2017

Additional Relevant Project Experience:

- Broadstone Passerelle, Plat Review 2015-2016
- Burtner Properties, Plat Review 2016
- Orange Avenue & West Town Parkway Utility Extensions, Boundary & Topographic Survey, Utility Designation, Descriptions/Sketches, Construction Survey, As-Built Survey 2015-2016
- Bradshaw Center-A Replat, Plat Review 2015
- Broadstone Passerelle-Drainage Easement & Maintenance Agreement-Review, Review (2) Descriptions/Sketches 2015
- Cranes Roost Park Plat (46 ac), Update Boundary Survey, Complete Plat 2015
- Calabria Dr. Outfall at Little Wekiva River, Easement Staking 2015
- East Town Center – Ballard St. Property, Vacant Boundary Survey, Utility Location 2014-2015
- Heon Subdivision, Plat Review 2015
- Lake Orienta Park-New Pier & Dock (5 ac.), Boundary Survey, Topographic Survey 2011-2015
- Lift Station #29 Replacement-Duke Energy Utility Easements, (2) Metes & Bounds Descriptions/Sketches 2015
- Montgomery Executive Center, Plat Review 2014-2015
- Montgomery Rd at Oak St.-Traffic Signal, Limited Boundary Survey 2015
- Regional Water Reclamation Facility (RWRF): 48" Effluent Pipe Little Wekiva River Outfall Repair & New Access Easement, Boundary Survey, Topographic Survey 2015
- Shariden Estates: Ph. II, Plat Review 2015
- 105 Robin Rd., Vacant Boundary Survey, Utility Location 2014
- 1203 East Altamonte Dr. Annexation Parcel, Vacant Boundary Survey, Description/Sketch 2014
- Altamonte Springs to Apopka Reclaimed Water Main: Nelson Apopka Site, Description/Sketch 2014
- Commission District Boundary Map – Amendment, Descriptions/Sketches 2014
- Crescent Communities-Ph. IA, Plat Review 2014
- East Town Center - Leiffer Property, Vacant Boundary Survey, Utility Location 2014
- East Town Center - McKnight Property, Vacant Boundary Survey, Utility Location 2014
- Enclave at Altamonte, Plat Review 2014
- SR 434 Media Improvements, Utility Designation, Survey Collection 2013
- Adventist Gateway Expanded Campus, Plat Review 2013
- Brantley Centre (5.38 ac.), Plat Review 2013
- Crown Center, Plat Review 2013
- Orange Dr., Boundary Survey 2013
- US Postal Services Building-Land Purchase, Descriptions/Sketches 2012-2013
- Roy Blvd. Drainage, Easement Staking and As-Built Survey 2012-2013

CITY OF APOPKA

Continuing Professional Surveying and Mapping Services Contract (Includes Subsurface Utility Designation/Location/Mapping Services)

Ongoing since 1997

City of Apopka, 748 East Cleveland St., Apopka, FL 32703

Mr. R. Jay Davoll, PE, CFM / Public Services Department

(407) 703-1731 / (407) 703-1748 fax / jdavoll@apopka.net

Relevant Project Experience:

Last 2 Years

• Carriage-Hill (30.58 ac.), Plat Review	2017-2018
• Lake Gem Commerce Park, Plat Review	2018
• Ocoee-Apopka Rd., Right-of-Way (R/W) Staking	2018
• Plymouth-Sorrento Rd. PWS Survey (Approximately 5,900 LF), Topographic Survey	2018
• Station St. Redevelopment, Boundary Survey, Description/Sketch	2018
• CR 437-A -Old County Rd., R/W Description/Sketch	2017
• Alonzo Williams Park and R/W, Boundary Survey	2017
• Brush Drive Parcels (57.6 ac +/-), Boundary Survey, Description/Sketch	2017
• Cooper Palms Lots 10 and 11, Plat Review	2017
• Downtown Parking Lot - 5th St., Boundary Survey	2017
• East 5 th St. Public R/W, between South Central Ave. and West Station St., Description/Sketch	2017
• East 6 th St. (South Park Ave. and East Station St.) and East Station St. (East 6th St. and South-Central Ave.) (1400 +/- LF), Design Topographic Survey	2017
• Kit Land Nelson Park, Boundary Survey	2017
• Lake Ave. Park (1.15 ac), Boundary Survey	2017
• Magnolia Commerce Center, Plat Review	2017
• Martins Pond Site at SR 436 and US 441/SR 500, Boundary Survey, Description/Sketch	2017
• Park Ave./Sandpiper Rd. Site (8.43 ac), Boundary Survey	2017
• Potable Water/Wastewater Utility Service Area, Legal Description	2017
• Silver Oak Phase 1, Plat Review	2016-2017
• West Station St. Public R/W between S. Central Ave. and E. 5th St., Description/Sketch	2017
• Windermere Preparatory School Café, Subsurface Utility Designation	2017

Additional Relevant Project Experience:

• Alonzo Williams Park, Boundary Survey, Topographic Survey	2016
• Golden Gem Property (102.7 ac.), Boundary Survey	2016
• MA Board St. (980 LF), Topographic Survey	2016
• Maudehelen Subdivision Phase 4, Plat Review	2016
• Oak Ridge Phase 2, Plat Review	2015-2016
• Old Dixie Hwy. (Shepard Ave. – Vick Rd.), Design Topographic Survey	2016
• Acquisition of R/W Along the South Side of Yothers Rd., Boundary Survey, Description/Sketch	2015
• Apopka Sam's Club, Plat Review	2015
• Apopka Woods Subdivision, Plat Review	2015
• Cooper Palms Lots 7 and 9, Plat Review	2015
• Downtown Parking Lot on 5 th St., Boundary Survey, Topographic Survey	2015
• Golden Gem "Model 1" Selected Lines Stake-Out, Stake-Out Notherly and Westerly Property Lines	2015
• Marden Ridge, Plat Review	2015
• Maudehelen Phase 3, Plat Review	2015
• Monroe Ave. Sidewalk Extension (750 LF), Construction Staking	2015
• R/W Acquisition along the S. side of Yothers Rd., Vacant Boundary Survey, Description/Sketch	2015
• South Central Ave. (East Oak Rd. – US 441) (3550 LF), Topographic Survey	2015
• West Ponkan Rd., from Ponkan Summit Dr. to Golden Gem Rd., Topographic Survey	2015
• 6 th St. (Alabama Ave. to US 441) (4300 LF), Topographic Survey, Utility Location	2015

Additional Relevant Project Experience (Continued):

• Clear Lake Landing, Plat Review	2014
• Cooper Palms Replat, Plat Review	2014
• Lake McCoy, Wolf Lake, Lake Standish and Lake Wilkins, Wetland Elevation Survey	2014
• Marden Rd. (1.48 mi.), Topographic Survey, Tree Survey, Established Right-of Way	2014
• Potable Water Utility Service Area, Descriptions/Sketches	2014
• Wastewater Utility Service Area, Descriptions/Sketches	2014
• 4 th St. Alleyway Improvements, Topographic Survey, Staking	2013
• 176 5 th St./Former Fuel Island and 6 th St., Boundary/Topographic/Route Surveys, Utility Location	2013
• Bradshaw Rd and Old Dixie Hwy. Rd.way Improvements (6800 LF), Topographic Survey, R/W Mapping, Tree Survey, Utility Location, Boundary Survey	2012-2013
• Cooper Palms, Plat Review	2013
• Marden Rd./Reclaimed Water Main Extension, R/W Staking	2013
• North Shore Restoration Area (NSRA) Reclaimed Water Treatment Facility (20 ac.), Boundary Survey, Topographic Survey, Cross-Sections, Wetland Location	2013
• Apopka ES-Vick Rd. and CR 424 Proposed Easement (1 ac), Prepared (2) Sketch and Descriptions	2012
• Bradshaw Rd. and Old Dixie Hwy. Rd.way Improvements, Topographic Survey	2012
• Citgo Gas Station (1 ac), Title and Boundary Survey	2012
• City of Apopka-Vick Rd. / Apopka Elementary School, Title and Boundary Surveys	2012
• E. Lester Rd. Partial Wetland Delineation, Construction Layout	2012
• Greenwood Cemetery Section 189 Boundary Staking, Vacant Boundary Location	2012
• Lust Rd. R/W Staking, Vacant Boundary Location	2012
• North Lake Ave. Force Main Extension Project, Construction Layout	2012
• N. Park Ave. and E. Summit St. Proposed Utility Easement, Limited Boundary Survey, Prepare (2) Sketch and Descriptions	2012
• Second Replat of Fifth Addition to Greenwood Cemetery, Vacant Boundary	2012
• A Commercial Land Condo, Title and Boundary Surveys	2011
• City of Apopka (F/K/A Barnhills), Title and Boundary Surveys	2011
• Apopka Force Main Pipe Thickness Testing and Inspection (400 LF), Utility Designation/Location and Materials Thickness Testing	2011
• City of Apopka / DiGiovanni Property (6.76 ac), Topographic Survey w/Tree and Wetland Line Locations	2011
• City of Apopka-Potable Water/Wastewater Utility Service Area, Legal Description, GIS Services	2011
• Orlando-Apopka Airport-Parcel 162, Title and Boundary Surveys	2011
• Proposed Lake Doe Cove Ph 5 (1300 LF), Layout Work	2011
• City of Apopka Potable Water/Wastewater Utility Service, Detailed Review of the GIS and furnished documents to identify Utility Service Area Boundaries	2010
• City of Apopka / OOCEA Overlap Parcel (.4345 ac), Sketch and Description	2010
• East Lester Rd., From Vick Rd. to Rock Springs Rd., R/W Improvements, Topographic Survey	2010
• East Monroe Ave. Water Main Improvements, Established apparent South ROW Line	2010
• East Votaw Rd., Topographic Survey with Tree Locations	2010
• Edgewood Cemetery Annex Re-plat, Prepare Plat	2010
• Edgewood Cemetery Annex 2nd Re-Plat, Plat Review	2010
• FDOT Drainage Pond Parcel at SR 436 and US 441, Design Topographic Survey with Tree Locations	2010
• Jones Ave. (2,000 LF), R/W Improvements, Topographic Survey	2010
• City of Apopka Police/Fire Department Training Facility (7 ac), Plan Review	2009
• FDOT Drainage Pond Parcel at SR 436 and US 441, Update Boundary Survey, Prepared Description/Sketch	2009
• Retention Pond at SR 436 and US Hwy 441 Interchange, Topographic Survey, Determine the Top, and Invert Elevations of Drainage Structure A-132	2009
• Retention Pond at Schopke Lester Rd., Boundary Survey	2009
• Ustler Rd. and Sir Arthur Ct., Topographic Survey with Tree Locations	2009

CITY OF CASSELBERRY

Professional Surveying & Mapping Services (Pre-Contract) Continuing Professional Surveying and Mapping Services Contract (Includes Subsurface Utility Designation/Location/Mapping and GIS Services)

1994-2002
Ongoing since 2002

City of Casselberry, 95 Triplett Lake Dr., Casselberry, FL 32707

Mr. Mark D. Gisclar / Public Works Director

(407) 262-7725 x 1234 / (407) 262-7767 fax / mgisclar@casselberry.org

Relevant Project Experience:

Last 2 Years

- Lake Kathryn Park, PRD A Replat (SP17-05), Plat Review 2017-2018
- S. Lost Lake Lane Parcel: 09-21-30-5BO-0A00-001C, Boundary Survey 2017-2018
- 110 Quail Pond Circle, Boundary and Topographic Survey 2017
- 120 Quail Pond Circle, Boundary and Topographic Survey 2017
- Axios Future Development (SP17-03), Plat Review 2017
- Breezeway at Lake Marie Replat (SP17-01), Plat Review 2017
- Greater Marketplace Shopping Center (SP17-04), Plat Review 2017
- Northeast Industrial Park- Lots 1-4 and Tract C, Design Boundary, Topographic Survey 2017
- Lake Concord District Unit 1, A Replat, Sidewalk Easements, Sketches/Descriptions, Boundary Surveys, Parcel Exhibit, Legal Descriptions 2016-2017
- S.S. Shallows (SP17-02), Plat Review 2017
- Sherwood Forest Parcel ID: 04-21-30-511-0A00-014G, Boundary Survey 2017

Additional Relevant Project Experience:

- Ascension Dr. (Shared Use Path), Boundary Survey, Topographic Survey 2016
- Bainbridge Casselberry - A Replat, Plat Review 2016
- CR Casselberry, Plat Review 2016
- Casselberry Corners at Lake Marie, Plat Review 2016
- Casselberry Greenville, Plat Review 2016
- Lake Concord District, Topographic Survey, Tree Survey, Prepare Exhibit of Lands (19 ac.), (Units 1-2) Boundary Survey, (Unit 1) Description/Sketch, Wetland Staking, Boundary Survey, Master Exhibit of Plat Activities 2014-2016
- Lake Concord Park (17 ac.), Topographic Survey, Wetland Location, (Unit 1), Boundary Survey, Metes & Bounds Descriptions 2015-2016
- Monza Subdivision (0.56 ac.), Plat Review 2016
- Reserve at Legacy Park, Plat Review 2016
- Casselberry Square Lot 1 (0.5365 ac.), Plat Review 2015
- Concord Villages, Boundary Survey, Topographic Survey, Plat Review 2014-2015
- Kathryn Park Replat (0.83 ac.), Plat Review 2015
- Pollo Tropical (0.822 ac.), Plat Review 2015
- Utility Ticket Locates, Utility Designation, Locating & Field Marking City of Casselberry's Water, Sewer & Fiber Lines 2015
- Aloma Church, Plat Review 2014
- Bowling Alley Property (3.1 ac.), Boundary Survey, Utility Location, Tree Survey 2014
- South Water Treatment Plant- Granular Activated Carbon (GAC) Treatment Addition, Prepare Metes and Bounds Description 2014
- Triplet Lake Dr. Improvement-South Embrey Dr. (650 LF), Topographic Survey 2014
- 131 Quail Pond, ALTA/ACSM Survey 2013
- 1315 Elm Dr. Pump Station Relocation, Topographic Survey 2013
- Legacy Park Residential Ph. III, Plat Review 2013
- Water Reclamation Facility (WRF) Biosolids Pump Station Design, Design Route Topographic Survey, Established apparent Right-of-Way Lines 2012

CITY OF OCOEE

Continuing Professional Surveying and Mapping Services (Includes Subsurface Utility Design/Location/Mapping Services)

Ongoing since 1990

City of Ocoee, 150 North Lakeshore Drive, Ocoee, Florida 34761

Mr. Jack A. Butler, AICP, PMP / Director of Support Services

(407) 554-7063 / (407) 656-7835 fax / AButler@ci.ocoe.fl.us

Relevant Project Experience:

Last 2 Years

• Ocoee Cemetery Boundary Staking (1,130 LF), Boundary Survey	2018
• 441 Basking Ridge Court Cemetery (1 ac), Boundary and Topographic Survey	2017
• Arbors at Crown Point, Plat Review	2017
• Arbors at Crown Point, Plat Review	2017
• Block "D" Marion Park (3.4 ac), Boundary and Topographic Survey	2016-2017
• City Hall Campus, Update Boundary and Topographic Survey	2017
• Ocoee Commission District Descriptions Modifications-2017, Descriptions/Sketches	2017
• CSX Parcels Sketch of Descriptions Exhibits, (3) Descriptions/Sketches	2017
• CSX Triangle Sketch of Description Exhibit, Description/Sketch	2017
• Lakeview St., Topographic Survey	2016-2017
• Parcel 101-16 E. Mckey St. (.25 ac), Boundary Survey	2017
• Park Place at Maguire, Plat Review	2017
• Parkside Coventry Park Tennis Court Improvements, Design Topographic Survey	2017
• Preserve at Crown Point Phase 2A, Plat Review	2017

Additional Relevant Project Experience:

• 1901 West McCormick Rd., Right-of-Way Monument Recovery	2016
• Geneva Cemetery Ditch Improvement, Design Topographic Survey	2016
• Ocoee Pines Replat Phase 1, Plat Review	2016
• Ocoee Town Center Phase 2, Plat Review	2016
• Pedrick Property, Boundary Survey	2016
• Westyn Bay Commercial, Plat Review	2016
• Blueford Ave. Improvement to Brown Property Acquisition, Vacant Boundary Surveys	2015
• Crown Pointe Cove, Plat Review	2015
• Flewelling Ave. East (100 LF), Boundary Survey	2014-2015
• Geneva Property Acquisition, Vacant Boundary Survey	2014-2015
• Marshall Farms Rd. to Colonial Dr. Utility Easement, Utility Easement Exhibit	2015
• Montgomery Ave. Parcel, Vacant Boundary Survey	2015
• White Rd. to Whitehill, Topographic Survey	2015
• 1210 Russell Dr. Pipe Replacement (1 ac.), Topographic Survey, Utility Location	2014
• 2012 Ocoee Apopka Rd., Boundary Survey	2014
• Crittenden-Landler Fruit and Storage (1.1 ac.), Boundary Survey, Utility Location	2014
• Fountains at Tivoli Place (12.34 ac.), Plat Review	2014
• Kissimmee Ave. Improvements, Right-of-Way, Control Survey, Topographic Survey, Utility Location	2014
• Pond 19 (1.5 ac.), Design Survey, Geodetic Baseline Control Survey, Utility Location	2014
• South Bluford Ave. Property Drainage Easement, Description/Sketch	2014
• Arden Park South (98.5 ac.), Plat Review	2013
• Bluford Ave. and Orlando St. Intersection Improvements (0.5 ac.), Utility Designation/Location	2013
• Bluford Ave. Drainage Improvements (4,485 LF), Design Survey, Geodetic Baseline Control Survey, (10) Descriptions/Sketches	2013
• Caballero Ct. Pipe Replacement (1 ac.), Design Survey, Utility Location	2013
• Lakewood Ave, Delaware St. and 7 th St. Utility Improvements (2000 LF), Design Survey, Geodetic Baseline Control Survey	2013
• Maguire Rd. (1750 LF), Design Survey	2013
• Ocoee City Hall Campus, Design Survey	2013
• Prairie Lake Reserve Replat (3.13 ac.), Plat Review	2013
• South Bluford Ave., Topographic Survey	2013

TAB 5

ACCEPTANCE OF CONDITIONS OF RFQ

Southeastern Surveying and Mapping Corporation (**SSMC**) accepts the general terms and conditions of the RFQ, insurance requirements and any other requirements as listed in the as presented in the City of Holly Hill RFQ.

Southeastern Surveying and Mapping Corporation

COMPANY NAME



AUTHORIZED SIGNATURE

Gary B. Krick, PSM

NAME (PRINT OR TYPE)

President

TITLE

TAB 6

PROFESSIONAL CERTIFICATIONS / LICENSES

Southeastern Surveying and Mapping Corp. (SSMC) State of Florida License Business No.: **LB2108**

	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.: LB2108 Expiration Date: February 28, 2019
	Professional Surveyor and Mapper Business License Under the provisions of Chapter 472, Florida Statutes	
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 ALL AMERICAN BOULEVARD ORLANDO, FL 32810-4350		 ADAM H. PUTNAM 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.

SSMC's Florida Secretary of State – Corporate Documentation No.: **483957**

***State of Florida
Department of State***

I certify from the records of this office that SOUTHEASTERN SURVEYING AND MAPPING CORPORATION is a corporation organized under the laws of the State of Florida, filed on September 1, 1975.

The document number of this corporation is 483957.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on February 7, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of February, 2018*



Secretary of State

Tracking Number: CC0508196529

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: SSMCs ELECTRONIC COPY_06-18-2018 (1) (2144 : RFQ 18-PW-01 - Professional Surveying Services)

VOLUSIA COUNTY BUSINESS TAX RECEIPT

Southeastern Surveying and Mapping Corporation's Business Tax Receipt No.: **LB2108**

2017 / 2018

Volusia County Business Tax Receipt

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



Account # 200208260003 Expires: September 30, 2018
Business Location: 345 MAGNOLIA PL

Business Name: SOUTHEASTERN SURVEYING
Owner Name: GARY B KRICK
Mailing Address: 6500 ALL AMERICAN BLVD
ORLANDO, FL 32810

BUSINESS TYPE	CODE	COUNT	TAX
Professional	461		\$30.00

RECEIVED
JUL 24 2017

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

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

Attachment: SSMCs ELECTRONIC COPY_06-18-2018 (1) (2144 : RFQ 18-PW-01 - Professional Surveying Services)

PROFESSIONAL AFFILIATIONS AND/OR MEMBERSHIPS

SSMC team members are active in these organizations or associations in order to stay up to date with any changes or improvements to processes that may benefit what we do for our private and public-sector clients.

Adding a Subsurface Utility Designation and Location (**SUE**) Division and Geographic Information System (**GIS**) Division to our traditional Surveying and Mapping Division is the result of listening to our public-sector client's feedback that are also members of some of these organizations or associations.

- **Alabama Society of Professional Land Surveyors (ASPLS)**
- **American Public Works Association (APWA)**
- **American Society Civil Engineers (ASCE)**
- **American Society Highway Engineers (ASHE)**
- **Northeast Florida Chapter (ASHE / NEFL)**
- **Associated Builders & Contractors FL - First Coast Chapter (ABC - FFCC)**
- **Associated Builders & Contractors FL - Gulf Coast Chapter Tampa (ABC - GCCT)**
- **Florida Chapter of Urban & Regional Information Systems Association (URISA)**
- **Florida Engineering Society (FES)**
- **Florida Stormwater Association (FSA)**
- **Florida Surveying & Mapping Society (FSMS)**
- **Volusia County Chapter of FSMS**
- **Orange County Chapter of FSMS**
- **Geospatial Users Group (GUG)**
- **Kissimmee/Osceola Chamber of Commerce**
- **National Society of Professional Surveyors (NSPS)**
- **North Florida Safety Council (Chiple)**
- **Society of American Military Engineers (SAME)**
- **Sunshine State One Call of Florida (811)**
- **Washington County Chamber of Commerce (WCCC)**
- **West Coast Land Surveyors Association (WCLSA)**

TAB 7

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Professional Surveying Services
Request for Qualification (RFQ) #18-PW-01

THIS AGREEMENT is made and entered into this 18th day of July, 2018, by and between **Southeastern Surveying and Mapping Corporation**, duly authorized to conduct business in the State of Florida and whose address is **Corporate Office: 6500 All American Blvd., Orlando, FL 32810** 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 #18-PW-??), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options which may be exercised at the sole discretion of the City.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:

Gary B. Krick, PSM, **President** (Name, Title)
Southeastern Surveying and Mapping Corp. (Company)
Corporate Office: 6500 All American Blvd. (Address)
Orlando, FL 32810 (City, State, Zip)
(407) 292-8580 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

WITNESSES:

Joseph Forte, City Manager

Dated: _____

FIRMS

By: _____

AS PRESIDENT

Dated: 6-18-18

Attachments: A. RFQ #18-PW-01
B. Firm Response to RFQ
C. Scope of Service

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2018 under Agenda Item No. _____.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The mailing envelope must be sealed and marked with Qualification Number "RFQ 18-PW-01", Qualification Title "PROFESSIONAL SURVEYING SERVICES" and Due Date "@ 2:00 pm".
- 8
☒ The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

Southeastern Surveying and Mapping Corp.

Company


Authorized Signature

Gary B. Krick, PSM / President

Printed Name & Title

gkrick@southeasternsurveying.com

Email

345 Magnolia Place

Address

DeBary, FL 32713

City, State, Zip Code

(407) 292-8580

Telephone No.

(407) 292-0141

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Southeastern Surveying and Mapping Corp.

Company

345 Magnolia Place

Address

DeBary, FL 32713

City, State, Zip Code

(407) 292-8580

Telephone No.

(407) 292-0141

Fax No.

Authorized Signature

Gary B. Krick, PSM / President

Printed Name & Title

gkrick@southeasternsurveying.com

Email

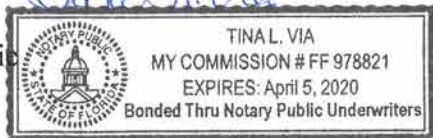
State of **Florida**

City of **Orlando**

SUBSCRIBED AND SWORN to before me this **18th** day of **June**, 20**18**, by
Gary B. Krick, PSM, who is personally known to me to be the
President for the Firm, OR who produced the following
 identification: _____.

Tina L. Via

Notary Public



My Commission Expires: **04-05-2020**

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
95%	City of Orlando Stormwater Facilities Inventory Ph. 6 (Maintenance)	\$999,143.29
97%	City of Port Orange Nova Canal North & Halifax Drainage Basins (Centerline Elevation Survey of Drainage Ditches)	\$ 199,339.00
65%	OUC Weber to Pershing 230kV Transmission Project - Route 2 (approx. 7 Miles)	\$ 351,548.00

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

City of Orlando Continuing Professional Surveying and Mapping Services

City of Eustis Continuing Services Contract for Professional Surveying Services

Southwest Florida Water Management District - General Engineering & Professional Services (Chapter F-Surveying & Mapping)

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 40,594.00 Total Fees for work done on all City projects

REFERENCES:Bank(s) Maintaining Account(s): Refer to Bank Reference Letter Next Page

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 1972. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Southeastern Surveying and Mapping Corp.

Company

6500 All American Blvd.

Address

Orlando, FL 32810

City, State, Zip Code

Authorized Signature

Gary B. Krick, PSM / President

Printed Name & Title

(407) 292-8580

Telephone No.

gkrick@southeasternsurveying.com

Email

(407) 292-0141

Fax No.



Paul M. Weber
Vice President
Relationship Manager

SunTrust Bank
2305 Edgewater Dr.
Orlando, FL 32804
Tel 407.340.3842
Fax 407.423-1367
paul.weber@suntrust.com

June 18, 2018

To: City Clerk's Office
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117-57

Re: Bank Reference Letter for **RFQ# 18-PW-001: Professional Surveying Services**

Southeastern Surveying and Mapping Corp is a valued client of SunTrust Bank and the Company's Management team is held in very high regards.

The company utilizes SunTrust Bank for its depository needs and has access to capital and financing arrangements with SunTrust. As a client of ours since 1999, they have handled all accounts as agreed.

We hold Southeastern Surveying and Mapping Corp and their management team in very high regard and consider them to be financially sound. We welcome the opportunity to answer any questions you may have.

Should you need any additional information, please do not hesitate to contact me at the number referenced below.

Paul M. Weber

Vice President

Commercial Banking

Attachment: SSMCs ELECTRONIC COPY_06-18-2018 (1) (2144 : RFQ 18-PW-01 - Professional Surveying Services)

DECLARATION STATEMENT

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

RE: RFQ NO. 18-PW-01 - "PROFESSIONAL SURVEYING SERVICES for City of Holly Hill"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

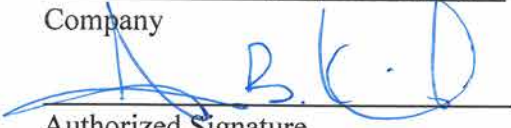
The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #18-PW-01**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 18th day of June, 2018 in the City of Orlando, in the State of Florida.

Southeastern Surveying and Mapping Corp.

Company


Authorized Signature

Gary B. Krick, PSM / President

Printed Name & Title

gkrick@southeasternsurveying.com

Email

345 Magnolia Place

Address

DeBary, FL 32713

City, State, Zip Code

(407) 292-8580

Telephone No.

(407) 292-0141

Fax No.

Attachment: SSMCs ELECTRONIC COPY_06-18-2018 (1) (2144 : RFQ 18-PW-01 - Professional Surveying Services)

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS (Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFQ** Number and **SURVEYING SERVICES**.

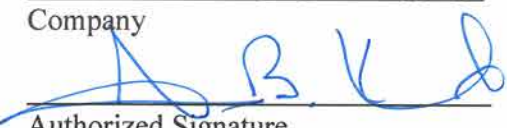
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PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Southeastern Surveying and Mapping Corp.

Company


Authorized Signature

Gary B. Krick, PSM / President

Printed Name & Title

gkrick@southeasternsurveying.com

Email

Gentry Insurance Agency

Insurance Agency

See Attached Insurance Certificate

Signature of Proposer's Agent

345 Magnolia Place

Address

DeBary, FL 32713

City, State, Zip Code

(407) 292-8580

Telephone No.

(407) 292-0141

Fax No.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

Southeastern Surveying and Mapping Corp.

Company

Authorized Signature

Gary B. Krick, PSM / President

Printed Name & Title

gkrick@southeasternsurveying.com

Email

345 Magnolia Place

Address

DeBary, FL 32713

City, State, Zip Code

(407) 292-8580

Telephone No.

(407) 292-0141

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Orange

Gary B. Krick, PSM, being first duly sworn, deposes and says that:
Southeastern Surveying

He/she is **President** of **and Mapping Corp.**, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Southeastern Surveying and Mapping Corp.

Company

Authorized Signature

Gary B. Krick, PSM / President

Printed Name & Title

gkrick@southeasternsurveying.com

Email

345 Magnolia Place

Address

DeBary, FL 32713

City, State, Zip Code

(407) 292-8580

Telephone No.

(407) 292-0141

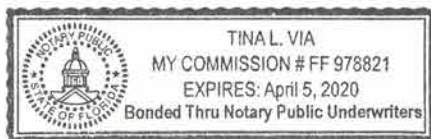
Fax No.

Subscribed and sworn to before me this **18th** day of **June**, 20**18**.

Tina L. Via

Accounts Receivables Manager

Title



My Commission Expires: **04/05/2020**

ACKNOWLEDGEMENTS
RFQ #18-PW-01 Professional Surveying Services

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

Southeastern Surveying and Mapping Corporation

(Professional Consultant)

agrees to provide **PROFESSIONAL SURVEYING SERVICES** as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Qualifier/Consultant has carefully examined the RFQ requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the **PROFESSIONAL SURVEYING SERVICES** called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Qualifications submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFQ.

Upon award of this RFQ, the City and Qualifier/Consultant each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFQ Documents.

The RFQ Document constitutes the entire agreement between City and Qualifier/Consultant and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Qualifier/Consultant, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Qualifier/Consultant shall guarantee **PROFESSIONAL SURVEYING SERVICES** within 30 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 18th day of June, 2018
 (Month) (Year)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER
FORM OF ENTITY

By:  / Gary B. Krick, PSM
(Signature) (Print name)

Address: Corporate Office: 6500 American Blvd.
Orlando, FL 32810

Telephone: (407) 292-8580 Fax: (407) 292-0141

Taxpayer Identification Number (TIN): 59-1621976

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: () _____ Fax: () _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:
Florida

Corporate President: Gary B. Krick, PSM
(Print Name)

Corporate Secretary: Darryll DeMarsh
(Print Name)

Corporate Treasurer: Brian R. Garvey, PE, GISP
(Print Name)

CORPORATE SEAL

Attest By: Darryll DeMarsh
Secretary

Signature:  Date: 06-18-2018

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

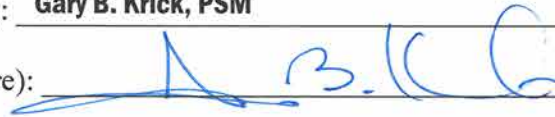
If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be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

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: Southeastern Surveying and Mapping Corporation

Authorized representative (printed): Gary B. Krick, PSM

Authorized representative (signature):



Project Number: RFQ #18-PW-01

Date: 06-18-2018

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: **The City of Cocoa, as Prime Consultant**
 Address: **351 Shearer Blvd., Cocoa, FL 32922**
 Point of Contact: **Mr. Benjamin N. Hayner, PE | Engineering Division Manager**
 Phone #: **(321) 433-8725** Email address: **bhayner@cocoafl.org**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**
 Dates of Service: **Ongoing since 2016**

2. Name of Company: **The City of Daytona Beach, as Prime Consultant**
 Address: **950 Bellevue Ave., Daytona Beach, FL 32115**
 Point of Contact: **Mr. Frank M. Van Pelt, CPM | Technical Services Project Director**
 Phone #: **(386) 671-8635** Email address: **VanPeltF@codb.us**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**
 Dates of Service: **Ongoing since 2001**

3. Name of Company: **The City of Orange City, as Prime Consultant**
 Address: **426 S. Volusia Ave., Orange City, FL 32763**
 Point of Contact: **Ms. Migdalia Hernandez | Public Works Director**
 Phone #: **(386) 775-5446** Email address: **mhernandez@ourorangecity.com**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**
 Dates of Service: **Ongoing since 2015**

4. Name of Company: **The City of Port Orange, as Prime Consultant**
 Address: **1000 City Center Cl., Port Orange, FL 32129**
 Point of Contact: **Ms. Linda D. Johson, ACP, R/W-NAC | Right of Way Agent**
 Phone #: **(386) 506-5755** Email address: **Ljohnson@port-orange.org**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**
 Dates of Service: **Ongoing since 2001**

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: **The City of Altamonte Springs, as Prime Consultant**
 Address: **950 Calabria Dr. , Altamonte Springs, FL 32714**
 Point of Contact: **Ms. Victoria Bogle | Project Manager/Utilities and Plats Coordinator**
 Phone #: **(407) 571-8332** Email address: **vlbogle@altamonte.org**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 1992**
2. Name of Company: **The City of Apopka, as Prime Consultant**
 Address: **748 East Cleveland St., Apopka, FL 32703**
 Point of Contact: **Mr. R. Jay Davoll, PE, CFM | Public Services Department**
 Phone #: **(407) 703-1731** Email address: **jdavoll@apopka.net**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 1997**
3. Name of Company: **The City of Casselberry, as Prime Consultant**
 Address: **95 Triplett Lake Dr., Casselberry, FL 32707**
 Point of Contact: **Mr. Mark D. Gisclar | Public Works Director**
 Phone #: **(407) 703-1731** Email address: **mgisclar@casselberry.org**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 2002**
4. Name of Company: **The City of Ocoee, as Prime Consultant**
 Address: **400 South Orange Ave., 8th Floor, Orlando, FL 32802**
 Point of Contact: **Mr. Jack A. Butler, AICP, PMP | Director of Support Services**
 Phone #: **(407) 554-7063** Email address: **AButler@ci.ocoe.fl.us**
 Service(s) Provided: **Continuing Professional Surveying and Mapping Services**

 Dates of Service: **Ongoing since 1990**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill
by Gary B. Krick, PSM / President
(Print Individual's Name and Title)
for Southeastern Surveying and Mapping Corporation
(Print Name of Entity Submitting Sworn Statement)
whose _____ business _____ is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1621976

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

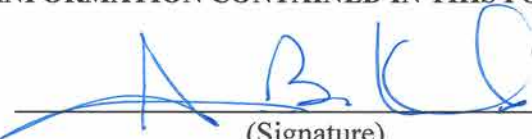
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

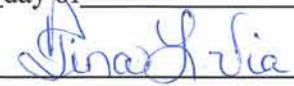

(Signature)

Sworn and subscribed before me this 18th day of June, 2018.

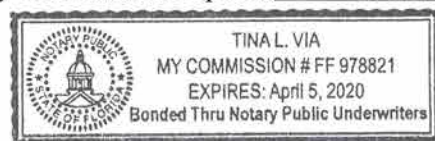
Personally known ✓

OR produced identification _____

(Type of Identification)


Tina L. Via (Notary)
Notary Public State of Florida

My commission expires: 04-05-2018



VENDOR INFORMATION

Vendor is:

- (☒) Corporation
 () Partnership
 () Sole Proprietorship
 () Other _____ (Explain)

Federal Employer Identification Number: 59-1621976

Firm Name: Southeastern Surveying and Mapping Corporation

Mailing Address: Corporate Office: 6500 All American Blvd., Orlando, FL 32810

Telephone No.: (407) 292-8580 Fax No.: (407) 292-0141

Email Address: gkrick@southeasternsurveying.com Web Address: www.southeasternsurveying.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by:  _____

Name & Title Printed: Gary B. Krick, PSM / President

Attachment: SSMCs ELECTRONIC COPY_06-18-2018 (1) (2144 : RFQ 18-PW-01 - Professional Surveying Services)

Form (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) Southeastern Surveying and Mapping Corporation					
	Business name, if different from above					
	Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶					
	Address (number, street, and apt. or suite no.) 6500 All American Blvd.	Requester's name and address (optional)				
	City, state, and ZIP code Orlando, FL 32810					
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 <i>How to get a TIN</i> 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.						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">59 1621976</td> </tr> </table>			Social security number	or	Employer identification number	59 1621976
Social security number						
or						
Employer identification number						
59 1621976						
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 ▶ 06-18-2018				
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)



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

**City Commission
Agenda Item**

MEETING DATE: August 14, 2018
FROM: Joseph Forte
SUBJECT: Request for Lien Reduction - 1333 Holly Avenue
NUMBER: (ID # 2018)
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 1333 Holly Avenue. The property was originally purchased by David Edison in 1999. Thomas M. Sasko purchased the property through a tax deed sale on April 3, 2018. (\$71,200.00) The property is currently owned by Ruth Ann Taylor who acquired the property from Thomas M. Sasko from a Quit Claim Deed executed on May 15, 2018.

The original owner died in 2013 and the known relatives did not take responsibility for the property. The code violation had been cited and the case brought to the Special Master in December of 2013. The liens began to accrue in January 2014 and have accumulated to \$117,318.26.

The accumulation of liens stopped on August 6, 2017 when the property was inspected and found to be in compliance.

Following a hearing on December 20, 2013 the Special Master ordered the property to pay a fine of \$250.00 plus \$75.00 per day for every day the property was not in compliance for the three violations identified in the Order. The balance of the lien is \$117,318.26.

FISCAL ANALYSIS:

Total lien	\$117,318.26
Required payment	
Special Master fee of 1 meeting	\$ \$250.00
Special Master fine	\$ Daily fines
Filing fee	\$ 10.00
Code enforcement staff time 8 hours at 37.92	\$ 303.36
Finance staff time 2 hours at 20.00	\$ 40.00
Administrative fee	\$ 100.00
<u>Total</u>	\$ 703.36

*Since the property had been acquired through a tax deed sale with excess funds held in escrow for any lien hold to request, the City files a request for the balance of the excess funds. Since none of the other lien holders had requested any of the excess funds, the City was successful in receiving the balance of excess funds in the amount of \$61,750.53.

STAFF RECOMMENDATION:

Reduce the lien from \$117,318.26 to the amount of the recovered excess funds \$61,750.53. The City has already received the funds in the amount of \$61,750.53 and therefore is requesting the City Commission authorize a release of lien for the property located at 1333 Holly Avenue.

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.

MOTION:

Reduce the lien from \$117,318.26 to the amount of the recovered excess funds \$61,750.53 and release the lien from the property.

- 1333 Holly Ave. (PDF)
- 1333 Holly Ave. Special Master Findings (PDF)

CITY OF HOLLY HILL

07/18/2018

Check 12197 9.4.a

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
PN010580	7/13/2018	CERT #9082-15 4/3/18	61,750.53	0.00	61,750.5

Total 61,750.

CITY OF HOLLY HILL

07/18/2018

Check 121973

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
PN010580	7/13/2018	CERT #9082-15 4/3/18	61,750.53		61,750.5

Total 61,750.5

RECEIVED

JUL 23 2018

FINANCE DEPT.

Laura E. Roth
Clerk of Circuit Court
PO Box 6043
DeLand, FL 32721-6043

POOLED CASH

Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco, CA 94104

11-24/1210

Date	Check No.
07/18/2018	121973

****SIXTY ONE THOUSAND SEVEN HUNDRED FIFTY AND 53/100 US DOLLARS

\$*****61,750

Pay to the Order of

CITY OF HOLLY HILL
ATTN FINANCE DEPT
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

Attachment: 1333 Holly Ave. (2018 : Request for Lien Reduction - 1333 Holly Avenue)

**CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL FLORIDA**

**City of Holly Hill, a Political
Sub-division of the State of Florida**
Petitioner,

**Parcel No. 42-14-32-45-03-0110
Case No. 634155**

-vs-

Christine Reboul Owner(s)
Respondent(s),

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 20th day of December 2013, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That the Respondent(s), owner(s) of property located at 1333Holly Ave. Holly Hill Florida 32117 has been cited for 114-792 Parking or storing unregistered vehicles, 26-61(1) Grass and weeds over 12 inches, 26-61 (3) Harborage of Vermin

CONCLUSIONS OF LAW

That the Respondent(s) are in violation of Holy Hill Zoning and Ordinances: Violation 114-792 Parking or storing unregistered vehicles, 26-61(1) Grass and weeds over 12 inches, 26-61 (3) Harborage of Vermin

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent(s) shall pay an administrative fine of two hundred and fifty (\$250.00) dollars, which if not paid in ninety days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above.

The violation 114-792 Parking or storing unregistered vehicles are not brought into compliance in five (5) days from the date of this order a fine of twenty five (\$25.00) dollars a day for each and every day the violation continues to exist.

If the violation 26-61(1) Grass and weeds over 12 inches are not brought into compliance in five (5) days from the date of this order a fine of twenty five (\$25.00) dollars a day for each and every day the violation continues to exist.

If the violation 26-61 (3) Harborage of Vermin are not brought into compliance in five (5) days from the date of this order a fine of twenty five (\$25.00) dollars a day for each and every day the violation continues to exist.

DONE AND ORDERED this 03 day of January 2014, at Holly Hill County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, John A. Pascucci
John A. Pascucci, Special Magistrate

Attest: OPC. J. WEISS #217
Code Enforcement Official

This instrument prepared by John A. Pascucci, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 03 day of January, 2014 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

1. Christine Reboul
1333 Holly Ave.
Holly Hill, Florida 32117

OPC. J. WEISS #217
Code Enforcement Official

Attachment: 1333 Holly Ave. Special Master Findings (2018 : Request for Lien Reduction - 1333 Holly Avenue)

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, Jason Weiss, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.



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

**City Commission
Ordinance**

MEETING DATE: August 14, 2018
FROM: Brian Walker
SUBJECT: **SECOND READING - Ordinance 3007 An Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map to Designate the Parcel Identified as 320 10Th Street as General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date. AND SECOND READING - Ordinance 3008 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending the Official Zoning Map to Designated the Property at 320 10Th Street as More Specifically Described in Attachment "A" from B-4 Highway Business District to CC-1 Commercial Corridor District; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**

NUMBER: (ID # 2102)
APPLICANT: Brian Walker
PLANNER:

Title

10th Street (320) Small Scale Future Land Use Map Amendment and Rezone - Consider a Small Scale Future Land Use Map Amendment from Parks and Open Space to General Commercial and a Rezone from B-4 (Highway Business District) to CC-1 (Commercial Corridor District) for 0.765 acres, located on the north side of 10th Street, approximately 220 feet west of Ridgewood Avenue and more particularly known as 320 10th Street; (Z2018-01 CPA) (Z2018-02 RZ) (Robin Hanger, Applicant) District 1 - Currie (Brian Walker, City Planner).

Background

The Applicant is requesting a Small Scale Future Land Use Map Amendment from Parks and Open Space to General Retail Commercial and a Rezone from B-4 (Highway Business District) to CC-1 (Commercial Corridor District) for 0.765 acres, in order to expand his business of trailer sales, service and inventory storage. The site is currently used as a church and bible school. Prior to its current use, the site served as the location for uses such as an auto detailing facility and child daycare business and has been used for commercial purposes for approximately 40 years. Property Appraiser records indicate the property was developed with a 2000 square foot commercial structure in 1973.

The subject property is located within the city's Community Redevelopment Area (CRA) and is surrounded on the north, east and south, by properties with active commercial uses and CC-1 (Commercial Corridor) zoning designations. Although the parcel abuts Holly Land Park to the

west and has a Parks and Open Space FLU, the property is not a part of the park system. Having been a commercially used property for several decades, there is no intention for the parcel ever to become part of the park system.

The Future Land Use (FLU) and zoning designations surrounding the subject property are as follows:

East - General Commercial FLU and CC-1 (Commercial Corridor District) zoning

West - Parks and Open Space FLU and R-2 (Low-Medium Density Single-Family Residential) zoning

North - Parks and Open Space FLU and CC-1 (Commercial Corridor) zoning

South - 10th Street, General Commercial FLU and CC-1 (Commercial Corridor District) zoning

The applicant is requesting a change to the future land use map and a change to the current zoning so that the future land use and corresponding zoning pattern allow the actual and proposed usage of the property. The current commercial use is permitted as a special exception in the B-4 zoning category but not within the current FLU. Without the requested FLU amendment and rezone the current use will continue to be legal non-conforming but the proposed use will not be permitted. The zoning cannot be changed unless the future land use map is changed as well since the zoning must be consistent with the comprehensive plan and the future land use map.

Site Analysis

Floodplain Impacts:

Based on the 2007 FIRM map, there are no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there are no wetlands on the subject property.

Utilities:

The site is located in the Holly Hill utility service area and is served by sanitary sewer and potable water. The site has been built-out and used commercially for over 40 years so no additional impacts to water and sewer are expected.

Transportation/Traffic:

The subject site currently accesses onto 10th Street, which is classified as a collector roadway and does not have improvements programmed in the City's five (5) year Capital Improvement Program.

Sidewalks:

There is an existing sidewalk along 10th Street.

Buffers:

Buffers and landscaping shall be required in accordance with Chapter 98, of the Land Development Regulations of Holly Hill.

Consistency with the Comprehensive Plan

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with these goals, objectives and policies. The proposed revision is consistent with the comprehensive plan with particular note of the following policies:

- Future Land Use Element Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan. The subject property has been established in the area as a commercial property for over 40 years. It is served by the full range of public services and the proposed amendment will not result in any level of service impacts not already generated by the property.
- Policy 1.1.3 - the proposed CC-1 (Commercial Corridor) zoning district is consistent with the proposed future land use map designation of general commercial.
- The Future Land Use Element Policy sets a maximum development intensity level of 1.95 FAR for commercial sites not abutting Ridgewood Avenue. The subject site is developed within this intensity level.

Consistency with the Land Development Regulations

The requested CC-1 (Commercial Corridor) zoning classification will recognize the long-standing use of the property as a commercial business site and is consistent with the surrounding zoning and trend of development in the area. The CC-1 district regulations are intended to promote a relatively intense mix of uses along Ridgewood Avenue, including general retail, wholesale commercial, light industrial and limited residential uses, that are compatible and functionally related so as to enhance the economy of the area.

Staff finds the requested General Commercial future land use and CC-1 zoning classification to be consistent with the Comprehensive Plan and compatible with the trend of development in the area.

Board of Planning and Appeals Recommendation

On July 2, 2018, the Board of Planning and Appeals voted unanimously to recommend approval of the requested Future Land Use Map amendment and Rezone.

Staff Recommendation

Adopt the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from Parks and Open Space to General Retail Commercial and a Rezone from B-4 (Highway Business District) to CC-1 (Commercial Corridor District), for 0.765 acres, located on the north side of 10th Street, approximately 220 feet west of Ridgewood Avenue and more particularly known as 320 10th Street.

ATTACHMENTS:

- Application and Related Docs (PDF)
- Maps (PDF)

- Rezone Ordinance (PDF)
- Land Use Ordinance (PDF)
- Survey (PDF)
- Review Criteria (PDF)
- Legal Description (PDF)
- Facility Demand Comparison (PDF)

HISTORY:

07/24/18

City Commission

APPROVED AT 1ST READING

Next: 08/14/18

Mr. Forte informed the Mayor and Commissioners that there are two (2) Ordinances in this agenda item but they will be voting on them separately for the record.

Brian Walker, City Planner briefly went over the staff report in the packet for both Ordinances that pertain to the Future Land Use Map for the parcel identified as 320 10th Street, Holly Hill as indicated in the staff report.

Mayor Penny stated before they vote on this, they have to disclose if they had any ex parte communication with the applicant, Robin Hanger, for the item being discussed. Mayor Penny, Commissioners Byrnes and Via have spoken to Mr. Hanger about this.

Ordinance 3008:

*City Commissioner Byrnes **APPROVED ORDINANCE 3008 for first reading**, seconded by Commissioner Via.*

PASSED, 4-0.

Mayor Penny opened public participation for BOTH Ordinances on FIRST READING. No one spoke.

Ordinance No. (ID # 2102)

SECOND READING - ORDINANCE 3007 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP TO DESIGNATE THE PARCEL IDENTIFIED AS 320 10TH STREET AS GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. AND SECOND READING - ORDINANCE 3008 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATED THE PROPERTY AT 320 10TH STREET AS MORE SPECIFICALLY DESCRIBED IN ATTACHMENT "A" FROM B-4 HIGHWAY BUSINESS DISTRICT TO CC-1 COMMERCIAL CORRIDOR DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 3007

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP TO DESIGNATE THE PARCEL IDENTIFIED AS 320 10th STREET AS GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Commission has reviewed the future land use designation for the parcel described in Attachment "A" and determined that it is necessary to amend its Future Land Use Map through the small-scale amendment 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 parcel at 320 10th Street identified as having parcel number 4242-62-05-0160 as described in Attachment “A” as General Commercial.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

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

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

SECTION 6. That this Ordinance shall become effective upon completion of the appeal period for comprehensive plan amendments allowed by Florida law and upon issuance of the certificate of consistency by the Volusia Growth Management Commission.

**APPROVED AND AUTHENTICATED on this 14th day of AUGUST, 2018
for second reading.**

ATTACHMENT “A”

Legal Description

A 51 foot (51.08 actual per plat) strip West of Block E, Avondale Park, Plat 2, as recorded in Map Book 6, Page 166, Public Records of Volusia County, Florida, being also described as the unnumbered Lot in said Avondale Park, being bounded on the East by the West line of First

Street (now called State Street): on the West by the West line of said Avondale Park; (Being also the West line of Lots 7, 8, and 9, Block 8, of the Fleming map, as recorded in the Public Records in Deed Book "C", page 699); and on the North by North line of said Avondale Park.

ALSO: That vacated 40 foot strip of land formerly First Street lying West of Lots 9 to 16, Block E, Avondale Park, Plat 2, as per map in Map Book 6, page 166, Public Records of Volusia County, Florida, EXCEPT the Easterly 20 feet thereof adjacent to Lots 10 and 11.

The following is the Legal Description from Volusia County Property Appraisers Website and also shows on the property tax billing:

VACATED STREET W OF BLK E EXC THAT PORTION W OF LOTS 10 & 11 & 51 FT STRIP OF W VAC STATE ST OF BLK 3 AVONDALE PARK HOLLY HILL PER OR 4005 PG 3763 PER OR 7417 PG 2991

FUTURE LAND USE REGULATIONS ORDINANCE

ORDINANCE 3008

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY AT 320 TENTH STREET AS MORE SPECIFICALLY DESCRIBED IN ATTACHMENT A FROM B-4 HIGHWAY BUSINESS DISTRICT TO CC-1 COMMERCIAL CORRIDOR DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the 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 CC-1 Commercial Corridor District.

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

SECTION 3. This Ordinance shall become effective following approval of the future land use map amendments designated as Z-2018-01 by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

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. That this Ordinance shall be posted at City Hall as required by law.

**APPROVED AND AUTHENTICATED on the 14th day of AUGUST, 2018
for second reading.**

ATTACHMENT "A"

A 51 foot (51.08 actual per plat) strip West of Block E, Avondale Park, Plat 2, as recorded in Map Book 6, Page 166, Public Records of Volusia County, Florida, being also described as the unnumbered Lot in said Avondale Park, being bounded on the East by the West line of First Street (now called State Street); on the West by the West line of said Avondale Park; (Being also the West line of Lots 7, 8, and 9, Block 8, of the Fleming map, as recorded in the Public Records in Deed Book "C", page 699); and on the North by North line of said Avondale Park.

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VACATED STREET W OF BLK E EXC THAT PORTION W OF LOTS 10 & 11 & 51 FT STRIP OF

W VAC STATE ST OF BLK 3 AVONDALE PARK HOLLY HILL PER OR 4005 PG 3763

PER OR 7417 PG 2991



REZONE/ FUTURE LAND USE AMENDMENT

1065 Ridgewood Avenue, Holly Hill, Florida 32117

Phone: (386) 248-9424

Fax: (386) 248-9498

Date Received: 1/30/18 Application ID: _____ Received By: _____

PROJECT INFORMATION:

PROJECT NAME: Car Shop Trailer Sales the Rezone & FLU Amendment
 PARCEL ID #(S): 424262050160
 LOCATION: 320 10th St.
 EXISTING USE(S): Church
 PROPOSED USE(S): Service Repair & Storage for trailers
 TOTAL ACREAGE: 0.165
 WATER PROVIDER: City SEWER PROVIDER: City
 PRIVATE WELL: N/A PRIVATE SEPTIC: N/A
 CURRENT ZONING: B-4 PROPOSED ZONING: CC-1
 CURRENT FUTURE LAND USE: Parks/Open Space PROPOSED FUTURE LAND USE: Gen. Retail Cmm

APPLICANT INFORMATION:

Name: Robin D. Hanger E-Mail: Robin@BestPriceTrailers.com
 Address: 950 Ridgewood Ave. Holly Hill, FL Phone: 386-566-1505
 Company: Car Shop Trailer Sales, LLC Fax: 386-258-2114
☒ Owner ☐ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: Same E-Mail: _____
 Address: _____ Phone: _____
 Fax: _____

CONSULTANT INFORMATION:

Name: N/A E-Mail: _____
 Address: _____ Phone: _____
 Company: _____ Fax: _____

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

_____☐ APPLICANT ☒ OWNER ☐ CONSULTANT

Attachment: Application and Related Docs (2102 : Tenth Street FLU Amendment and Rezone (320))

APPLICATION TYPE(S)/FEE(S)***LAND USE AMENDMENT**

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
☒ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

REZONE (NON-PD)

- ☒ STRAIGHT REZONE \$1,200

REZONE (PD)

- ☐ PD REZONE \$2,000
☐ PD AMENDMENT \$1,250

*THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.

ATTACHMENT CHECKLIST**REQUIRED SUBMITTALS**

- ☒ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9492.
- ☐ A CD OF ALL ITEMS SUBMITTED
- ☒ APPLICATION
- ☒ APPLICATION FEE
- ☒ PROOF THAT TAXES ARE CURRENT
- ☒ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☒ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- N/A ☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- Done ☒ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- N/A ☐ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)
- N/A ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- N/A ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (PD REZONE ONLY – CONTACT THE CITY PLANNER)

Applicant's Signature:

(Signature)

(Date)

(Print)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: Application and Related Docs (2102 : Tenth Street FLU Amendment and Rezone (320))

**CITY OF HOLLY HILL
APPLICATION & AFFIDAVIT**

Ownership Disclosure Form

The owner of the real property associated with this application is a (check one)

- ☐ Individual
 ☐ Corporation
 ☐ Land Trust
☐ Limited Liability Company
 ☐ Partnership
☐ Other(describe)

- 1 List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER

(Use additional sheets for more space.)

- 1 For each corporation, list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

- 1 In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above.

Trust Name:

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

- 1 For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

- § For each **limited liability company**, list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: Car Shop Trailer Sales LLC

NAME	TITLE	ADDRESS	% OF INTEREST
Robin D. Hanger	Managing Member	320 950 Ridgewood Ave. Holly Hill	100%

(Use additional sheets for more space.)

- § In the circumstances of a **contract for purchase**, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: _____

NAME	ADDRESS	% OF INTEREST

Date of Contract: _____

Please specify any contingency clause related to the outcome of the consideration of the application.

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.
7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

1/30/18
Date

Robin D. Hanger
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by Robin D. Hanger on this 30th day of January, 20 18.
Owner, Agent, Applicant Name

Elizabeth M. Nelson
Signature of Notary Public

ELIZABETH M NELSON
Notary Public - State of Florida
Commission # FF 201240
My Comm. Expires Feb 27, 2019
Bonded through National Notary Assn.
Print, Type or Stamp Name of Notary Public

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

January 31, 2018

Property Address: 320 10th Street Holly Hill FL

Hanger Robin D Tr Land Trust Agreement 1704

Legal Description

A 51 foot (51.08 actual per plat) strip West of Block E, Avondale Park, Plat 2, as recorded in Map Book 6, Page 166, Public Records of Volusia County, Florida, being also described as the unnumbered Lot in said Avondale Park, being bounded on the East by the West line of First Street (now called State Street); on the West by the West line of said Avondale Park; (Being also the West line of Lots 7, 8, and 9, Block 8, of the Fleming map, as recorded in the Public Records in Deed Book "C", page 699); and on the North by North line of said Avondale Park.

ALSO: That vacated 40 foot strip of land formerly First Street lying West of Lots 9 to 16, Block E, Avondale Park, Plat 2, as per map in Map Book 6, page 166, Public Records of Volusia County, Florida, EXCEPT the Easterly 20 feet thereof adjacent to Lots 10 and 11.

The following is the Legal Description from Volusia County Property Appraisers Website and also shows on the property tax billing:

VACATED STREET W OF BLK E EXC THAT PORTION W OF LOTS 10 & 11 & 51 FT STRIP OF

W VAC STATE ST OF BLK 3 AVONDALE PARK HOLLY HILL PER OR 4005 PG 3763

PER OR 7417 PG 2991

Phone: 386-736-5938
Email: Revenue@volusia.org

**VOLUSIA COUNTY
REAL ESTATE ANNUAL TAX BILL**

TAX YEAR: 2017

RETURN WITH PAYMENT

Make payment to: VOLUSIA COUNTY

Mail payment to:

VOLUSIA COUNTY REVENUE DIVISION
123 W Indiana Ave Room 103
DeLand FL 32720

PAY IN U.S. FUNDS DRAWN ON A U.S. BANK

PARCEL: 424262050160

ALT KEY: 3207114

HANGER ROBIN D TR
LAND TRUST AGREEMENT 1704
950 RIDGEWOOD AVE
HOLLY HILL FL 32117-3520

PROPERTY ADDRESS:

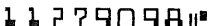
320 10TH HOLLY HILL

PLEASE PAY ONLY ONE AMOUNT

Nov 30, 2017	4%	\$201.60
Dec 31, 2017	3%	\$203.70
Jan 31, 2018	2%	\$205.80
Feb 28, 2018	1%	\$207.90
Mar 31, 2018	0%	\$210.00

TAXES BECOME DELINQUENT APRIL 1

100000000000000000000000003207114201700000021000000000000002

LAND TRUST AGREEMENT 1704		1002	
320 10TH ST		63-1403/631	
HOLLY HILL, FL 32117		139	
		Date <u>Nov 1 2017</u>	
PAY to the  <u>COUNTY OF VOLUSIA</u>		<u>\$201.60</u>	
Order of <u>TWO HUNDRED ONE DOLLARS + 60/100</u>		Dollars 	
 CenterState prop Taxes		MP	
BANK			
ALT Key  Port Orange Office <u>3207114</u>			
FOR SHORT PARCEL <u>424262050160</u>			
			
		1002	

Harland Clarke

Thruett!
moves \$300
to cover
taxes



Volusia County Property Appraiser

Larry Bartlett, J.D.

Home Search Downloads Exemptions Agriculture Maps Tangible Links Contact

Home Search Choices Search By Alternate Key **Property Information**

Parcel Information: 4242-62-05-0160 2018 Working Tax Roll Last Updated: 01-30-2018

Owner Name and Address

Alternate Key	3207114	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	4242-62-05-0160	Mill Group	203 Holly Hill
Full Parcel ID	42-14-32-62-05-0160	2017 Final Mill Rate	21.43030
Created Date	27 DEC 1981		
Property Class	72 Private Schools & Colleges		
Ownership Type	Trust	Ownership Percent	100
Owner Name	HANGER ROBIN D TR		
Owner Name/Address 1	LAND TRUST AGREEMENT 1704		
Owner Address 2	950 RIDGEWOOD AVE		
Owner Address 3	HOLY HILL FL		
Owner Zip/Postal Code	32117		
Situs Address	320 10TH ST HOLLY HILL 32117		

Legal Description

VACATED STREET W OF BLK E EXC THAT PORTION W OF LOTS 10 & 11 & 51 FT STRIP OF W VAC STATE ST OF BLK 3 AVONDALE PARK HOLLY HILL PER OR 4005 PG 3763 PER OR 7417 PG 2991

Sales History

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
7417 2991	06/2017	Warranty Deed	Qualified Sale	Yes	155,000
4005 3763	05/1995	Warranty Deed	Qualified Sale	Yes	160,000
3076 1383	12/1987	Warranty Deed	Qualified Sale	Yes	130,000
1625 0507	07/1973	Quit Claim Deed	Unqualified Sale	Yes	100
1753 0083	04/1973	Warranty Deed	Qualified Sale	Yes	10,000
1537 0347	01/1973	Quit Claim Deed	Unqualified Sale	Yes	100

History of Values

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	100,089	43,241	1,899	145,229	145,229	145,229	145,229	0	0	0
2016	100,089	39,815	1,956	141,860	141,860	141,860	141,860	0	0	0

Display Value History

Land Data

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
7200	SCHOOL PVT	0.0	0.0	33363.00	SQUARE_FEET	3.00	100	100	100	100	100,089
Neighborhood C2709 HOLLY HILL INDUSTRIAL I1 & I2											
Total Land Classified											0
Total Land Just											100,089

Building Characteristics

Building Number: 82219 (Building 1 of 1)

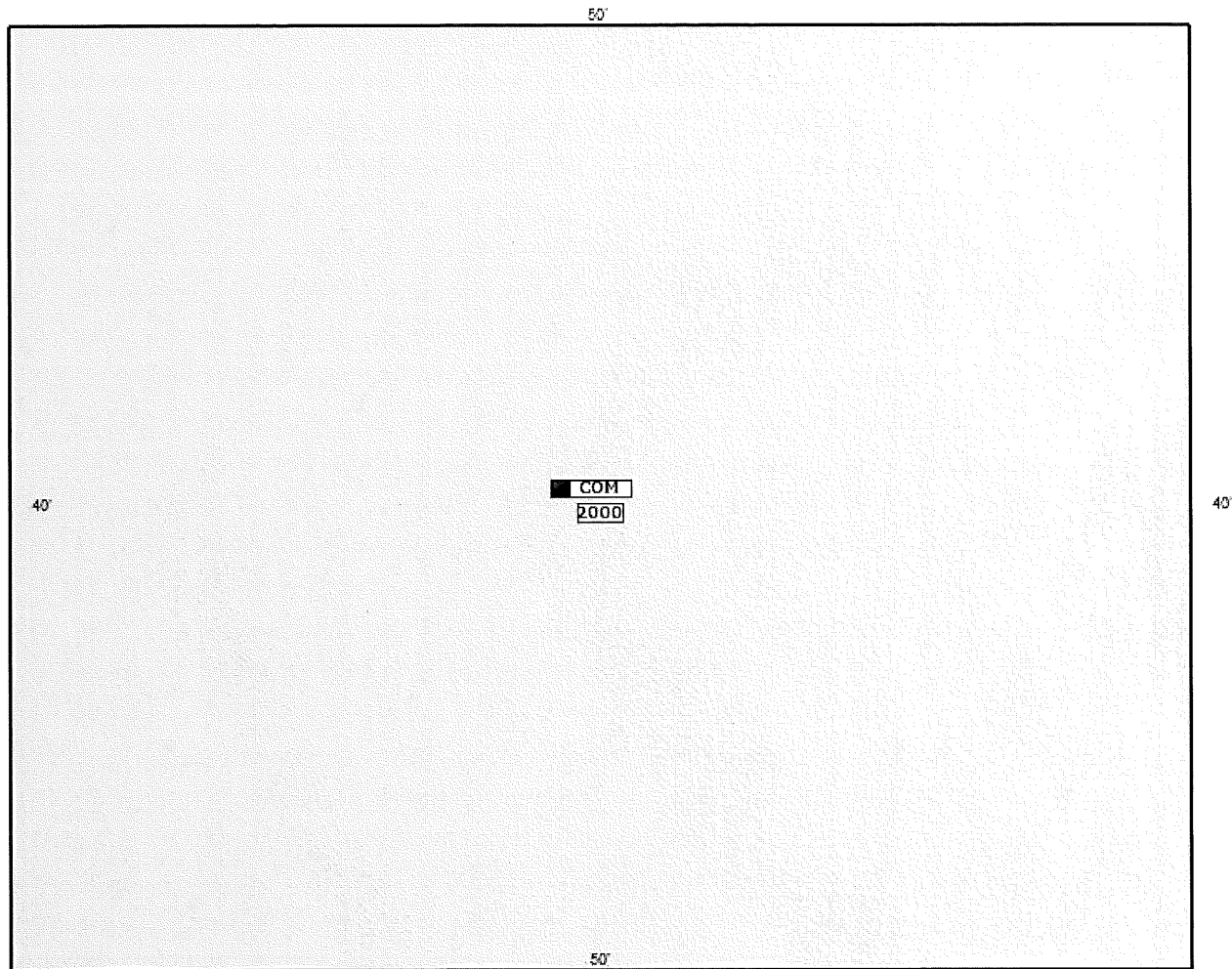
Bldg. No.	Property Type	Structure Type	Perimeter	Year Built	Quality Grade	Phys. Depr.	Func. Obs.	Loc. Obs.	Next Review
82219	Commercial	Wood, Open Steel	180	1973	300	30%	0%	0%	2999
Section Number	Avg. Wall Height	Number Stories	Year Built	Bsmnt%	Ground Floor Area	Interior Finish	Sect%	Sprinkler	A/C
001	16.00	1	1973	0.00	2000 Warehouse (48C)		100.00	No	Yes
Exterior Wall Type									100%

55 ASFM (Steel Frame Metal Bldg)

Building Refinements

Description	Number of Units	Unit Type
Baths, 3-Fixture		1 UB

Attachment: Application and Related Docs (2102 : Tenth Street FLU Amendment and Rezone (320))



Miscellaneous Improvements

Improvement Type	Number of Units	Unit Type	Life	Year In	Grade	Length	Width	Depr. Value
PVC PAVING CONCRET	440	SF	15	2008	1	0	0	567
FEN FENCE CHAIN LK	350	LF	15	1973	2	0	0	678
FEN FENCE CHAIN LK	520	LF	15	1973	1	0	0	671

Parcel Notes (Click button below to display Parcel Notes)

[Display Notes](#)

Planning and Building

Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
13-205	4,200	11-21-2012		DEMO EXISTING STRUCT		0
98 0062	10,000	05-20-1998		ADDITIONS/ALTERATION		0

[Display Permits](#)

Total Values

Land Value	100,089	New Construction Value	0
Building Value	44,323	City Econ Dev/Historic	0
Miscellaneous	1,916		
Just Value	146,328	Previous Just Value	145,229
School Assessed	146,328	Previous School Assessed	145,229
Non-School Assessed	146,328	Previous Non-School Assessed	145,229
Exemption Value	146,328	Previous Exemption Value	145,229
Additional Exemption Value	0	Previous Additional Exemption Value	0
School Taxable	0	Previous School Taxable	0
Non-School Taxable	0	Previous Non-School Taxable	0

[MapIT](#) [PALMS](#) [Map Kiosk](#)

MapIT: Your basic parcel record search including lot dimensions.

PALMS: Basic parcel record searches with enhanced features.

Map Kiosk: More advanced tools for custom searches on several layers including parcels.

[Click Here
for Tax Bill
Info](#)



Account Number: 11279098
Capture Date: November 07, 2017
Item Number: 5258052888628
Posted Date: November 07, 2017
Posted Item Number: 305454
Serial Number: 1002
Amount: 201.60

10.1.a

LAND TRUST AGREEMENT 1704
ROBIN D HANGER TRUSTEE
929 STATE AVE
HOLLY HILL FL 32117

LAND TRUST AGREEMENT 1704
320 10TH ST
HOLLY HILL, FL 32117

1002
63-1403/631
139

Nov 1 2017

Pay to the order of COUNTY OF VOLUSIA \$201.60
Two HUNDRED ONE DOLLARS + 60/100 Dollars

CenterState BANK prop Taxes
ALT Key 3207114
For 51087 parcel 424262050160

100631140301 11279098 1002

Photo Safe Deposit
Circle on back

COLONIAL CLASSIC

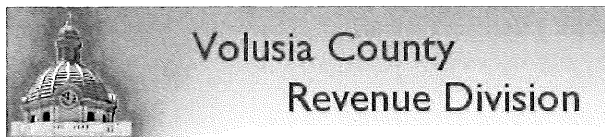
opex07 201711062367000060 582

... features exceed industry standards and include:
... separate and check payment on back of the 1704 899
... only 1/2 inch thick and 1/2 inch wide and 1/2 inch deep
... all features, including the back
... 1/2 inch thick and 1/2 inch wide and 1/2 inch deep
... 1/2 inch thick and 1/2 inch wide and 1/2 inch deep

... features include:
... 1/2 inch thick and 1/2 inch wide and 1/2 inch deep
... 1/2 inch thick and 1/2 inch wide and 1/2 inch deep
... 1/2 inch thick and 1/2 inch wide and 1/2 inch deep

STICK HERE IF MOBILE DEPT
DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
\$ 10.00 PER MINUTE (MINIMUM 10.00)

Attachment: Application and Related Docs (2102 : Tenth Street FLU Amendment and Rezone (320))



The Daytona Beach Tag/Tax Office is temporarily located at the West Concourse of the Ocean Center, 101 N. Atlantic Ave, Daytona Beach, FL 32118. The DeLand, Orange City, and New Smyrna Beach Offices are open.

386-736-5938
Revenue@volusia.org

TaxSys® Search

HANGER ROBIN D TR — Real Estate at 320 10TH, HOLLY HILL

Owner address 2017 Annual bill

HANGER ROBIN D TR

LAND TRUST AGREEMENT 1704

950 RIDGEWOOD AVE

HOLLY HILL, FL 32117

PAID 2017-11-07 \$201.60

Effective 2017-11-06

Receipt #Lockbox-17-00003335

[Print Receipt](#)

Account number **424262050160** / Alternate Key 3207114

[Parcel details](#) - [Full bill history](#) - [Property Appraiser](#) - [GIS](#)



Attachment: Application and Related Docs (2102 : Tenth Street FLU Amendment and Rezone (320))



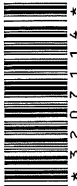
Volusia County Revenue Division
123 W Indiana Avenue Room 103
DeLand FL 32720

VOLUSIA COUNTY TAX BILL
NOTICE OF AD VALOREM AND NON-AD VALOREM ASSESSMENTS
2017 Paid Real Estate

10.1.a

PROPERTY ADDRESS: 320 10TH

LEGAL DESCRIPTION: VACATED STREET W OF BLK E EXC THAT PORTION W OF LOTS 10 & 11
& 51 FT STRIP OF W VAC STATE
See Additional Legal on Tax Roll



HANGER ROBIN D TR
LAND TRUST AGREEMENT 1704
950 RIDGEWOOD AVE
HOLY HILL, FL 32117

PARCEL:	424262050160
ALTERNATE KEY:	3207114
MILLAGE CODE:	203
TAX YEAR:	2017

Volusia County of Volusia
Paid By 11/07/2017 \$201.60
Effective Date 11/06/2017
Receipt # Lockbox-17-00003335

WALK-IN CUSTOMERS
PLEASE BRING ENTIRE NOTICE

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

PLEASE PAY ONLY ONE AMOUNT

If Postmarked By	Nov 30, 2017				
Please Pay	\$0.00				

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
COUNTY	6.65200	145,229	145,229	0	0.00
VOLUSIA FOREVER	0.09050	145,229	145,229	0	0.00
VOLUSIA ECHO	0.20000	145,229	145,229	0	0.00
VOLUSIA FOREVER I&S 2005	0.10950	145,229	145,229	0	0.00
VOLUSIA COUNTY MOSQUITO CONTROL	0.18800	145,229	145,229	0	0.00
PONCE INLET PORT AUTHORITY	0.09290	145,229	145,229	0	0.00
SCHOOL	6.52000	145,229	145,229	0	0.00
HOLLY HILL	6.89490	145,229	145,229	0	0.00
ST JOHNS WATER MANAGEMENT DIST	0.27240	145,229	145,229	0	0.00
FLORIDA INLAND NAVIGATION DIST	0.03200	145,229	145,229	0	0.00
HALIFAX HOSPITAL AUTHORITY	0.37810	145,229	145,229	0	0.00

TOTAL MILLAGE RATE:

21.43030

TOTAL TAXES:

\$0.00

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
HOLLY HILL STORMWATER	386-248-9433		210.00

TOTAL ASSESSMENTS:

\$210.00

TOTAL COMBINED TAXES AND ASSESSMENTS:

\$210.00

For additional information please see reverse side.

Pay online at volusia.county-taxes.com

Phone: 386-736-5938

Email: Revenue@volusia.org

VOLUSIA COUNTY TAX BILL
2017 Paid Real Estate

TAX YEAR: 2017

Make payment to: VOLUSIA COUNTY

Mail payment to:

VOLUSIA COUNTY REVENUE DIVISION
123 W Indiana Avenue Room 103
DeLand FL 32720

PAY IN U.S. FUNDS DRAWN ON A U.S. BANK

PARCEL : 424262050160

ALT KEY: 3207114

HANGER ROBIN D TR
LAND TRUST AGREEMENT 1704
950 RIDGEWOOD AVE
HOLY HILL, FL 32117

PROPERTY ADDRESS:
320 10TH, HOLLY HILL

PLEASE PAY ONLY ONE AMOUNT

If Postmarked By	Please Pay
Nov 30, 2017	\$0.00
TAXES BECOME DELINQUENT APRIL 1	



RETURN WITH PAYMENT

Public Site
Paid

11/07/2017

Receipt # Lockbox-17-00003335

\$201.60 Effective Date 11/06/2017

Packet Pg. 489

Attachment: Application and Related Docs (2102 : Tenth Street FLU Amendment and Rezone (320))

Subject Parcel - B-4 (Highway Business District) Zoning

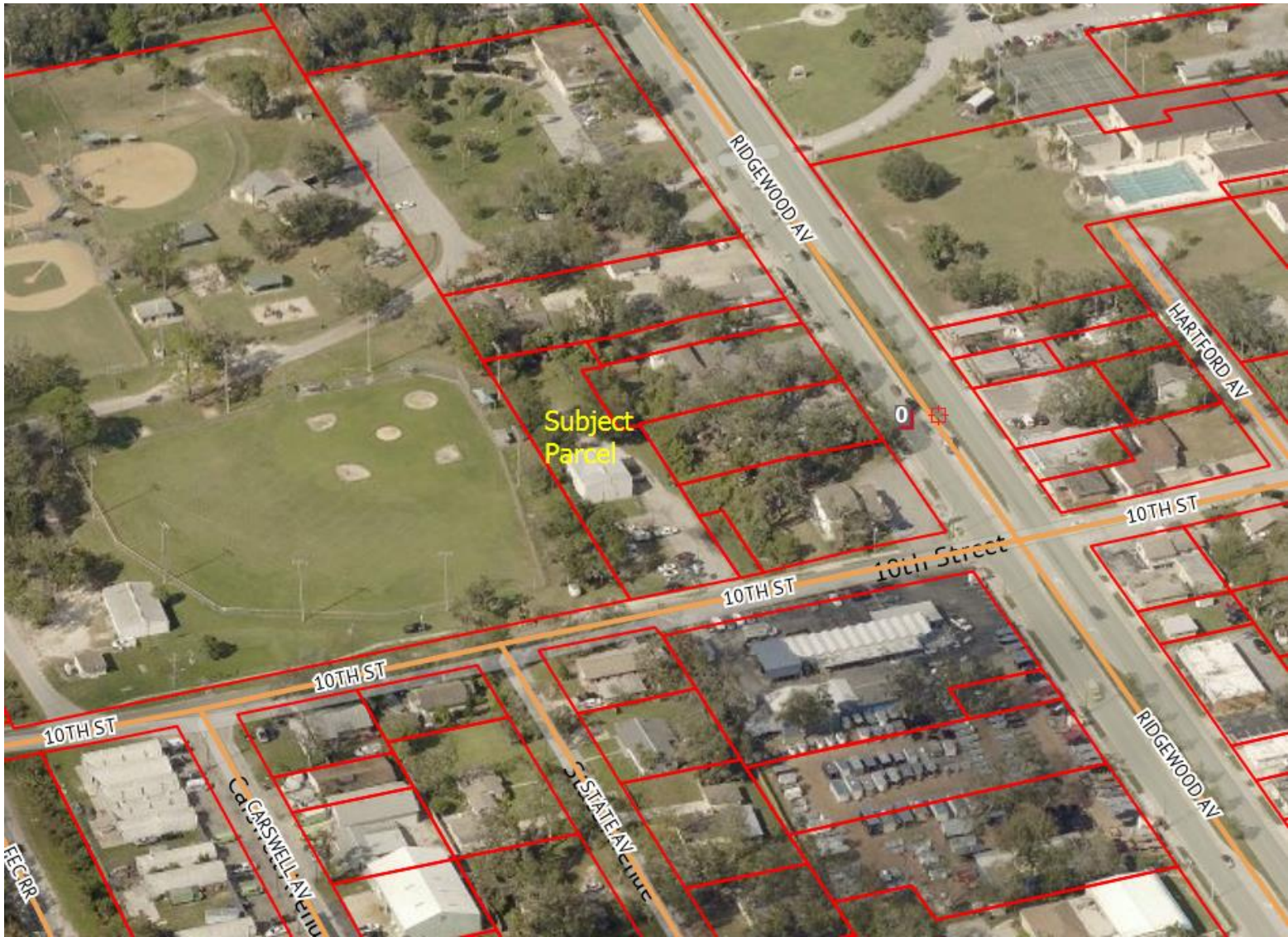


Attachment: Maps (2102 : Tenth Street FLU Amendment and Rezone (320))

Subject Parcel - Parks and Open Space Future Land Use



Aerial



Aerial



View of Property Looking North



Across the Street (south of) the Subject Property



Standing in Front of the Subject Parcel Looking West



Standing in Front of the Subject Parcel Looking East



The subject property abuts and is located behind (to the west) of these businesses on Ridgewood Avenue.



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING, THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY AT 320 TENTH STREET AS MORE SPECIFICALLY DESCRIBED IN ATTACHMENT A FROM B-4 HIGHWAY BUSINESS DISTRICT TO CC-1 COMMERCIAL COORIDOR DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the 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 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 CC-1 Commercial Corridor District .

Section 2. Development of the property described in Attachment A shall conform to the

Land Development Regulations of Holly Hill.

Section 3 This ordinance shall become effective following approval of the future land use map amendments designated as Z-2018-01 by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

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 That this Ordinance shall be posted at City Hall as required by law.

ATTACHMENT A

A 51 foot (51.08 actual per plat) strip West of Block E, Avondale Park, Plat 2, as recorded in Map Book 6, Page 166, Public Records of Volusia County, Florida, being also described as the unnumbered Lot in said Avondale Park, being bounded on the East by the West line of First Street (now called State Street): on the West by the West line of said Avondale Park; (Being also the West line of Lots 7, 8, and 9, Block 8, of the Fleming map, as recorded in the Public Records in Deed Book "C", page 699); and on the North by North line of said Avondale Park.

ALSO: That vacated 40 foot strip of land formerly First Street lying West of Lots 9 to 16, Block E, Avondale Park, Plat 2, as per map in Map Book 6, page 166, Public Records of Volusia County, Florida, EXCEPT the Easterly 20 feet thereof adjacent to Lots 10 and 11.

The following is the Legal Description from Volusia County Property Appraisers Website and also shows on the property tax billing:

VACATED STREET W OF BLK E EXC THAT PORTION W OF LOTS 10 & 11 & 51 FT STRIP OF

W VAC STATE ST OF BLK 3 AVONDALE PARK HOLLY HILL PER OR 4005 PG 3763

PER OR 7417 PG 2991

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA
AMENDING, THE COMPREHENSIVE PLAN, BY
AMENDING THE FUTURE LAND USE MAP TO DESIGNATE
THE PARCEL IDENTIFIED AS 320 TENTH STREET AS
GENERAL COMMERCIAL; PROVIDING FOR
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

Section 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcel at 320 Tenth Street identified as having parcel number 4242-62-05-0160 as described in Attachment A as General Commercial.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

Section 4. That this Ordinance shall become effective immediately upon its adoption.

Section 5. That this Ordinance shall be posted at City Hall as required by law.

Section 6. That this Ordinance shall become effective upon completion of the appeal period for comprehensive plan amendments allowed by Florida law and upon issuance of the certificate of consistency by the Volusia Growth Management Commission.

ATTACHMENT A

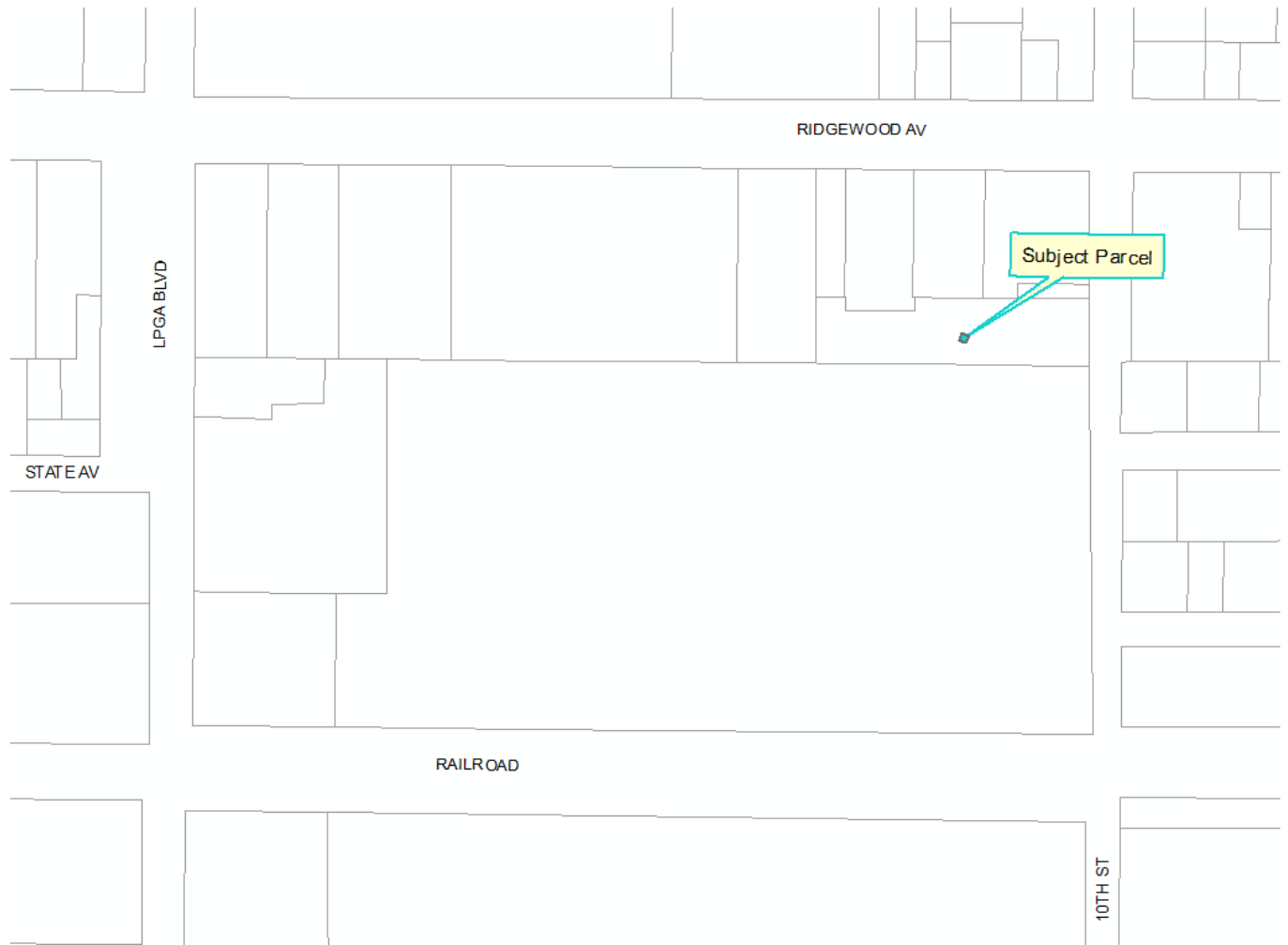
Legal Description

A 51 foot (51.08 actual per plat) strip West of Block E, Avondale Park, Plat 2, as recorded in Map Book 6, Page 166, Public Records of Volusia County, Florida, being also described as the unnumbered Lot in said Avondale Park, being bounded on the East by the West line of First Street (now called State Street): on the West by the West line of said Avondale Park; (Being also the West line of Lots 7, 8, and 9, Block 8, of the Fleming map, as recorded in the Public Records in Deed Book "C", page 699); and on the North by North line of said Avondale Park.

ALSO: That vacated 40 foot strip of land formerly First Street lying West of Lots 9 to 16, Block E, Avondale Park, Plat 2, as per map in Map Book 6, page 166, Public Records of Volusia County, Florida, EXCEPT the Easterly 20 feet thereof adjacent to Lots 10 and 11.

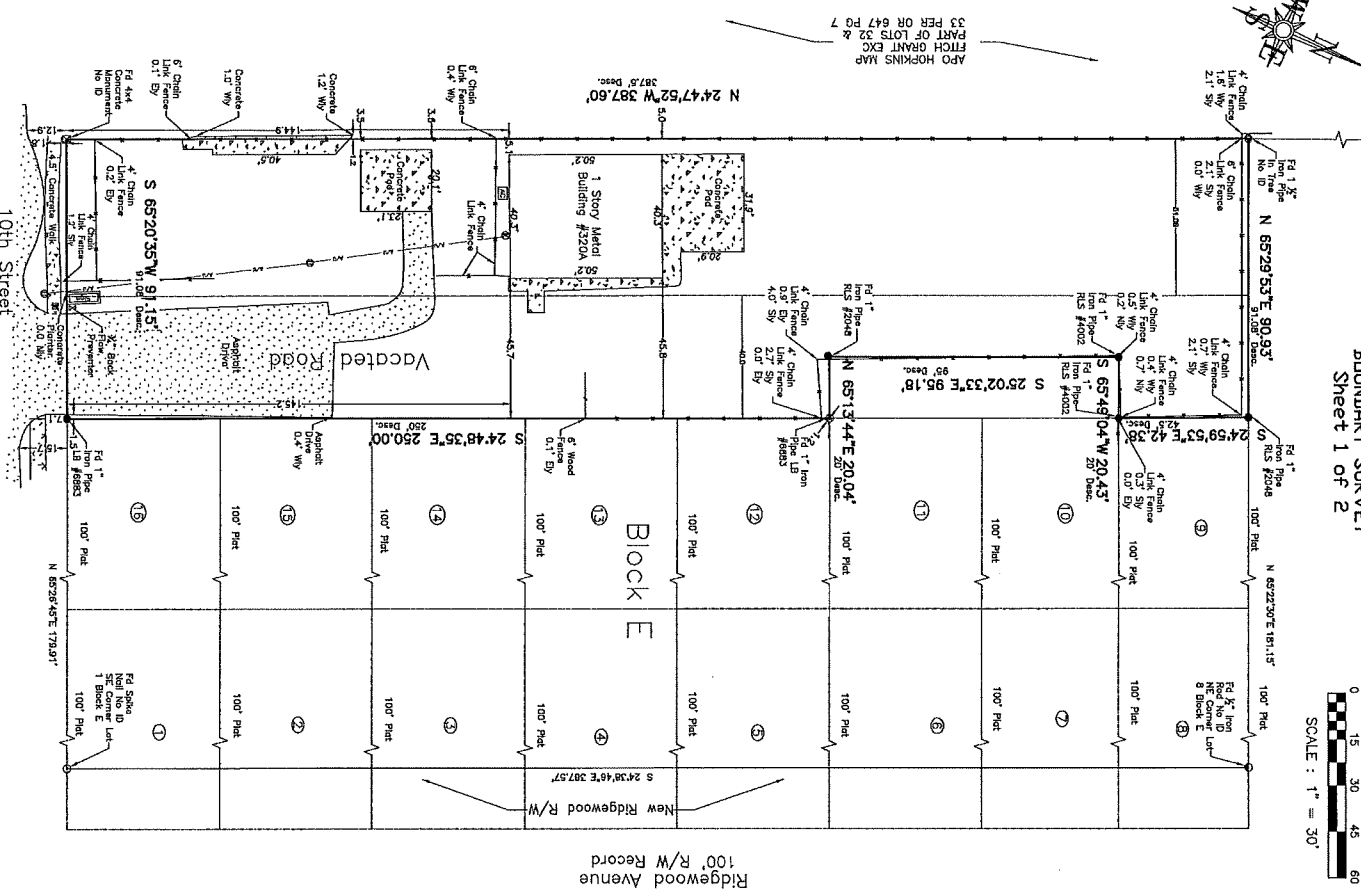
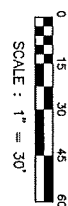
The following is the Legal Description from Volusia County Property Appraisers Website and also shows on the property tax billing:

VACATED STREET W OF BLK E EXC THAT PORTION W OF LOTS 10 & 11 & 51 FT STRIP OF
W VAC STATE ST OF BLK 3 AVONDALE PARK HOLLY HILL PER OR 4005 PG 3763
PER OR 7417 PG 2991



Sheet 2 of 2

LEGAL DESCRIPTION:
A 51 foot (51.08 actual per plat) strip West of Block E, Avondale Park, Plat 2, according to the plat thereof as recorded in Map Book 6, page 166, Public Records of Volusia County, Florida, being also described as the un-numbered Lot in said Avondale Park, being bounded on the East by the West line of First Street (now called State Street), on the West by the West line of said Avondale Park, (being also the West line of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 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2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194

BOUNDARY SURVEY
Sheet 1 of 2

APD HOPKINS MAP
PART OF LOTS 32 &
FITCH GRANT EX
33 PER OR 647 PG 7

(Not valid unless accompanied by sheet 2, Survey Report)
Job Number 18129 CRD #82007
FB 325, Page 10-11

AYER LAND SURVEYING, INC.			
LICENSED SURVEYOR #17108			
PROFESSIONAL LAND SURVEYOR			
316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117			
386 255-6304 Phone			
SCALE	DESIGNED	DRAWN	CHECKED
1" = 30'		AJS	MM
			DATE
			3/15/18

REZONE AND COMPREHENSIVE PLAN AMENDMENT REVIEW CRITERIA

Address: 320 10th Street

The Land Development Regulations of Holly Hill include provisions in Chapter 82, Article V, Division 5, Section 83-372 and 374 that require the Board of Planning and Appeals and City Commission to consider the following criteria in its review of each application. The following summarizes the criteria and response in support of the proposed amendment and rezone.

(1) Whether it is consistent with all adopted elements of the comprehensive plan.

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with these goals, objectives and policies. The proposed revision is consistent with the comprehensive plan with particular note of the following policies:

- Future Land Use Element Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan. The subject property has been established in the area as a commercial property for over 30 years. It is served by the full range of public services and the proposed amendment will not result in any level of service impacts not already generated by the property.
- Policy 1.1.3 - the proposed CC-1 (Commercial Corridor) zoning district is consistent with the proposed future land use map designation of general commercial.
- The Future Land Use Element Policy sets a maximum development intensity level of 1.95 FAR for commercial sites not abutting Ridgewood Avenue. The subject site is developed within this intensity level.

(2) Its impact upon the environment or natural resources.

The site has been built out for many years and has served as the location for many different types of businesses. The proposed amendment and rezone will not create any new impacts to the environment or natural resources. Based on a review of the property there are no endangered or threatened wildlife on the subject property.

(3) Its impact upon the economy of any affected area.

The proposed amendment and rezone are supportive of the economic development initiatives of the City of Holly Hill. They are being proposed in order to support the expansion of an existing business. The subject property and existing business are both located within the City's Community Redevelopment Area.

(4) Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems.

The site has been built out for many years and has served as the location for many different types of businesses. The site will have no new impacts to any governmental services.

(5) Any changes in circumstances or conditions affecting the area.

The site has been built out for many years and has served as the location for many different types of businesses. The proposed land use amendment, rezone and use will not cause a change to the area.

(6) Any mistakes in the original classification.

The property owner is not aware of any mistakes in the original classification of the property.

(7) Its effect upon the use or value of the affected area.

The property will be used to expand an existing business.

(8) Its impact upon the public health, welfare, safety or morals.

The expansion of local business that has served the community for many years will benefit the overall Holly Hill community.

Legal Description

A 51 foot (51.08 actual per plat) strip West of Block E, Avondale Park, Plat 2, as recorded in Map Book 6, Page 166, Public Records of Volusia County, Florida, being also described as the unnumbered Lot in said Avondale Park, being bounded on the East by the West line of First Street (now called State Street): on the West by the West line of said Avondale Park; (Being also the West line of Lots 7, 8, and 9, Block 8, of the Fleming map, as recorded in the Public Records in Deed Book "C", page 699); and on the North by North line of said Avondale Park.

ALSO: That vacated 40 foot strip of land formerly First Street lying West of Lots 9 to 16, Block E, Avondale Park, Plat 2, as per map in Map Book 6, page 166, Public Records of Volusia County, Florida, EXCEPT the Easterly 20 feet thereof adjacent to Lots 10 and 11.

The following is the Legal Description from Volusia County Property Appraisers Website and also shows on the property tax billing:

VACATED STREET W OF BLK E EXC THAT PORTION W OF LOTS 10 & 11 & 51 FT STRIP OF

W VAC STATE ST OF BLK 3 AVONDALE PARK HOLLY HILL PER OR 4005 PG 3763

PER OR 7417 PG 2991

Facility Demand Comparison

The following summarizes the difference in the demand for services based on the currently adopted future land use and the proposed amendment. Keep in mind that the property has served as a commercial property for over 40 years and the use has been consistent with that expected in a general commercial FLU rather than the adopted parks and open space FLU.

Public Facility / Service	Current Adopted FLU Demand	Proposed FLU Demand
Potable Water	268 gallons	268 gallons
Sanitary Sewer	321 gallons	321 gallons
Storm-water	Maintain 1 st inch on-site	1 st inch on-site with 10% of pre-development flow rate and volume, pre-post development for 100 yr. flood
Transportation	0.145 avg. daily trips	7 average daily trips
Solid Waste Collection	19 lbs.	19 lbs.

The City has adequately served the commercial uses on the site for over 40 years. There is adequate capacity.