



## CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 6 day of September, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **ECS FLORIDA, LLC** ("Contractor"), a Virginia limited liability corporation whose principal address is 14026 Thunderbolt Place, Suite 600, Chantilly, Virginia 20151. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide building inspections and plan review services on an as needed basis, pursuant to Request for Proposal 22-12 ("RFP 22-12"). This Contract together with RFP 22-12, Addendum No. 1, and Contractor's Schedule of Unit Pricing, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, from RFP 22-12, and the Contractor's Schedule of Unit Pricing, are attached hereto as **Exhibit "1"**. A complete copy of RFP 22-12, Addendum No. 1, and Contractor's Schedule of Unit Pricing are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution, the initial term of this Contract shall become effective on October 1, 2022 ("Effective Date") and shall continue for a period of three (3) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) additional two-year terms, upon review and approval of the City Manager and budget appropriation.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - (1) the cost of work performed or supplies delivered;
  - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
  - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.



(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

**CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: [CITYCLERK@PORT-ORANGE.ORG](mailto:CITYCLERK@PORT-ORANGE.ORG).**

10. Termination for Non-Appropriation of Funds

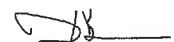
(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other



insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

<b>Standard Insurance Requirements</b>				
	<b>Insurance</b>	<b>Standards</b>		<b>Additional Requirements</b>
<input checked="" type="checkbox"/>	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. <b>The City will not accept elective exemptions.</b> Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million  Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	<input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. <input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required.
<input checked="" type="checkbox"/>	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate		<input type="checkbox"/> When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
<input checked="" type="checkbox"/>	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate		
<b>Additional Insurance Requirements</b>				

<input type="checkbox"/>	Property Insurance Builders Risk.  <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract.  "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<input checked="" type="checkbox"/>	Professional Liability/Errors and Omissions	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
<input type="checkbox"/>	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
<input type="checkbox"/>	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
<input type="checkbox"/>	<b>City Manager waives Payment and Performance Bond for work under \$100,000.00.</b>		
<input type="checkbox"/>	<b>Unless otherwise required by law, City Manager waives Insurance for FOB goods.</b>		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.



20. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:


(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.





24. Controlling Law. THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange  
Attention: City Manager  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5501


Copy to: City of Port Orange  
Attention: Tim Burman, Community Development Director  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5615

Contractor: ECS Florida, LLC  
Attention: David Bearce, Vice President  
14026 Thunderbolt Place  
Suite 600  
Chantilly, Virginia 20151  
(386) 944-9588 – Telephone  
(386) 944-9589 – Facsimile  
[DBearce@ecslimited.com](mailto:DBearce@ecslimited.com)

Notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

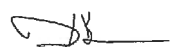
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of



an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

***[Remainder of this page intentionally left blank]***



Witnesses:

[Signature]  
Printed Name: Johna Shinn

[Signature]  
Printed Name: Yari Lebron

ECS FLORIDA, LLC

By: [Signature]  
David Bearce, Vice President

*If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.*

Date: 8-25-22

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25<sup>th</sup> day of August, 2022, by David Bearce, as Vice President of ECS Florida, LLC, a Virginia limited liability corporation. He is  personally known or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
*Printed, typed or stamped name, commission and expiration:*



**BILLIE J. COLEMAN**  
Commission # GG 959537  
Expires February 18, 2024  
Bonded Thru Budget Notary Services

[Signature]

Witnesses:

[Signature]  
Printed Name: Matt Jones

[Signature]  
Printed Name: Tracee Cody

CITY OF PORT ORANGE

By: [Signature]  
Donald O. Burnette, Mayor

Date: 9/6/2022

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of September, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known or produced [Signature] as identification.



**TRACEE CODY**  
Commission # HH 263572  
Expires May 11, 2026

[Signature]  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration:

Witnesses:

[Signature]  
Printed Name: Matt Jones

[Signature]  
Printed Name: Tracee Cody

ATTEST:

By: [Signature]  
Robin L. Fenwick, MMC, City Clerk

Date: 9/6/2022

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6th day of September, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is personally known or produced [Signature] as identification.



**TRACEE CODY**  
Commission # HH 263572  
Expires May 11, 2026

[Signature]  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration:

[Signature]

**EXHIBIT "1"**

**Contractor's Schedule of Unit Pricing  
and RFP 22-12 Section 3**

**Consisting of 3 Pages**



# TAB E - PRICING SHEET



**ATTACHMENT 1  
RFP #22-10 SCHEDULE OF UNIT PRICING**

**CITY OF PORT ORANGE  
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission  
Bidders are required to complete all fields shaded in green.

<b>NAME OF BUSINESS:</b>	ECS Florida, LLC		
<b>CONTACT PERSON:</b>	David Bearce, PE, SI/Victor Faltas, PE		
<b>EMAIL ADDRESS:</b>	<a href="mailto:dbearce@ecslimited.com">dbearce@ecslimited.com</a> / <a href="mailto:vfaltas@ecslimited.com">vfaltas@ecslimited.com</a>		
<b>AUTHORIZED SIGNATURE:</b>			
<b>DESCRIPTION</b>	<b>APPROXIMATE YEARLY HOURS</b>	<b>WEEKDAY HOURLY RATE</b>	<b>TOTAL</b>
A. FIELD INSPECTION - BUILDINGS	5,200	\$125.00	\$650,000.00
B. PLAN REVIEW SERVICES	1,040	\$225.00	\$234,000.00
<b>GRAND TOTAL</b>			<b>\$884,000.00</b>



## SECTION 3 – SCOPE OF WORK

### PROJECT DESCRIPTION:

Provide building inspections and plan review services, included but not limited to the following:

### SCOPE OF SERVICES:

#### **A. Building Inspections**

Provide building, mechanical, electrical and plumbing inspection services on an as needed basis. Inspect structures for verification of compliance with the current Florida Building Code.

Provide approximately 5,200 hours per year of building inspections working under the direction of the Director of Community Development or designee on an as needed basis.

The minimum requirement is at least one inspector licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, Electrical as a Building Inspector with a minimum of 4 (four) years of experience. The person(s) performing the inspections shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing inspections. The required certification will be specified at the time of the service request.


Inspectors are expected to provide daily inspections using electronic logs that will be uploaded to SmartGov. Inspectors are expected to interact with homeowners, contractors, engineers, community development, public utilities and public works personnel to ensure that inspection services are completed on time and in a manner that promotes community service and support, while in compliance with Florida Building Code and City Codes and Ordinances. To complete roof inspections, inspectors are expected to get on the roof to inspect and verify compliance with current codes. If the roof slope is greater than 5/12 the inspectors can verify the re-roof inspection is in compliance with current codes by spot checking the roof with a ladder on the eaves. Inspectors are expected to have the knowledge and ability to relay information to the Building Official or Community Development Director or designee.

#### **B. Plan Review.**

Review plans for compliance with the minimum standard of the current Florida Building Code. Provide approximately 1,040 hours per year under the direction of the Director of Community Development or designee on an as needed basis.

Plan reviewers are expected to review plans that are required by Florida Statutes, with electronic log of reviews completed each day and uploaded to SmartGov. Reviewers are expected to communicate requirements to architects, engineers, contractors, project managers and homeowners and interact with other departments to complete reviews in an electronic form. The plan reviews must be in done in a reasonable amount of time in relation to the scope of the project and at the direction of the Director of Community Development or designee. Reviewers may be required to complete a site visit to ensure compliance with Florida Statutes and Building Code requirements. Reviewers should be capable of relaying information to the Building Official or designee.

The minimum requirement is at least one inspector licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, Electrical as a Plan reviewer and a minimum of 4 (four) years of experience. The person(s) performing the plan reviews shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing plan review. The required certification will be specified at the time of the service request.



### **Supplementary Conditions**

1. Invoices are to be submitted monthly on the same week of every month.
2. A weekly work log and time sheet shall be submitted to the Director of Community Development or designee.
3. Inspectors will possess required equipment, safety gear and vehicles to complete the tasks. Inspectors will also have laptops or tablets for access to SmartGov.
4. The City reserves the right to request the replacement of any inspector or plan reviewer if it is in the City's best interest.
5. The City is currently in the process of implementing SmartGov. Awarded supplier will be expected to utilize SmartGov to streamline workflows.
6. The City will provide SmartGov training to the selected firm(s).
7. The City reserves the right to award this solicitation to one or multiple firms.
8. No bonds will be associated with the RFP or work resulting from the RFP.
9. Plan Review services may be provided remotely.
10. All proposers must be able to provide all services in this RFP (Section 3 – Scope of Work).

**[END OF SPECIFICATIONS]**

**[Remainder of page left intentionally blank]**

