

Attachment 4.1
Conflict of Interest Certificate

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City of independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named City officials(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

| Name | Title of Position | Date of Filing |
|------|-------------------|----------------|
| | | |
| | | |
| | | |

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

Attachment 4.2
JSEB Project Goals Language

**EQUAL BUSINESS OPPORTUNITY PROGRAM
PROJECT GOALS PLANS
ENCOURAGEMENT/PARTICIPATION/SET-ASIDE**

A. POLICY

Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.

Please be advised that, to be counted toward meeting the participation percentage goal defined herein, all JSEBs shall be certified by the City in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code.

In-addition the JSEB must have the designated Commodity Codes AT THE TIME OF BID OPENING to qualify for Participation, Set-Aside, and Encouragement Projects.

All designations (to include Encouragement) the bidder/proposer must adhere to the following process:

- **The bidder/proposer shall provide interested JSEB's with timely (at a minimum 1 week notice prior to bid submission) adequate information about the plans, specifications, and other such requirements of the bid documents to facilitate a prepared and adequate response/quote.**
- **The bidder/proposer must follow up the initial solicitation with the EBO office. Note: JSEB vendor must provide pricing (based on scope of work provided by bidder/proposer) and not a price or percentage "given" by the bidder/proposer.**
- **Identify a portion of work available to JSEB's using the Letter of Intent and attach the Scope of work to be provided for each vendor.**
- **Bidder proposer can call the EBO office to obtain the list of JSEB'S that are ready, willing, and able. The JSEB office has 48 hours to provide the requested list. Prime contractors can also access the list of JSEB through 1Cloud and the JSEB webpage under the JSEB directory. If you have difficulty securing JSEBs to meet the requirements you should contact the EBO/JSEB Program.**
- **In the event that a bidder/proposer must submit alternate pricing and if affects the JSEB goal there must be a scope of work provided to the JSEB and the scope as well as the alternate pricing must be submitted with the bid documentation.**

In the event bidders/proposers are unable to obtain bids from JSEB subcontractors that equal or exceed the percentage established in the participation goals, shall at minimum, submit, at the time of bid opening a Notice of Intent to Submit the Good Faith Effort Form (Form 4). This is outlined in the Good Faith Effort category in Section I.

B. JSEB OBLIGATION

Bidders/proposers are required to make all efforts reasonably possible to ensure that JSEBs have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. ELIGIBILITY

1. To be considered eligible for contract award, the Contractor shall include with the bid/proposal an original Form 1 (Schedule of Subcontractor/Subconsultant Participation).
 - a. For solicitations that are not project specific, such as: misc. services, design build, etc.; a percentage will initially be accepted with the bid submittal on Form 1 and the Letters of Intent.
 - b. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.
2. The prime contractor must submit a Letter of Intent and scope of work needed to perform work related to the project. The Letter of Intent must include the JSEB subcontractor's name, the scope of work to be performed, and the dollar value of the work to be performed by the JSEB (the information contained in the Letters of Intent must reflect the information contained in the bidder's Schedule of Subcontractor/Subconsultant Participation). **Copies of the Form 1 and the Letters of Intent signed by the JSEB subcontractors or suppliers must be submitted at the time of the scheduled bid opening.** Failure to submit the Letter(s) of Intent at the scheduled bid opening may result in the bid in question being rejected as non-responsive.
3. In addition, all JSEBs must be subcontracted in the area that they are licensed and certified, in accordance with the requirements of Part 6, Chapter 126, Jacksonville Ordinance Code.
 - a. All businesses must be certified under the provisions set forth below. Certifications will be granted only in those areas for which the business owner(s) has the ability and expertise to manage and control the firm's operations and work.
 - b. An owner shall be certified only for specific types of work for which the owner(s) has the ability and expertise to manage and control the firm's operations and work.
 - c. Have expertise normally required by the industry for the field for which certification is sought.
 - d. Not be a front, broker, or pass-through as defined in Subpart A of this Chapter.
 - i. *Front, broker, or pass-through* shall mean a JSEB that is not registered as a supplier or distributor through the Florida Department of Revenue, or a JSEB subcontractor who does not self-perform 100 percent of the subcontractor work pursuant to the Schedule of Participation, or a JSEB prime contractor who does not self-perform at least 40 percent of the work for the project.
4. All commodity codes must be acquired prior to the submission of bids through the EBO Compliance officer.

D. COMPLIANCE

All bidders, proposers or subcontractors participating in this project are hereby notified that failure to fully comply with the City's JSEB policy as set forth herein shall constitute a breach of contract which may result in termination of the contract, or such other remedy as deemed appropriate by the Owner. Such penalties as outlined in Section 126.201, Jacksonville Ordinance Code, will apply.

E. CONTRACT AWARD

The City proposes to award the contract to the responsive, responsible bidder submitting a reasonable bid, provided: (i) the bidder has met the goals for JSEB participation; or (ii) if unable to meet the goals, the bidder has timely submitted an acceptable Good Faith Effort Statement and supporting documentation that demonstrates, pursuant to Part 6 of Chapter 126, Jacksonville, Ordinance Code, a sufficient attempt to meet the JSEB participation goals as established herein. Bidders are advised that the City has sole discretion and authority to determine if any bidder has made a "Good Faith Effort." The City reserves the right to reject any or all bids submitted. The City will have discretion to reject any bid or exclude a prospective bidder from

submitting a bid who has been non-responsive to JSEB program requirements without satisfactory justification accepted by the Chief of Procurement. Rejections hereunder may be timely protested pursuant to the city's Procurement Protest Procedures, a copy of which is included as part of these bid documents.

F. SUBCONTRACT CLAUSE

1. All bidders hereby agree to incorporate the JSEB participation, policy, goals, conditions, and instructions in all agreements that offer JSEB participation subcontracting opportunities.
2. If a change order presents further subcontracting opportunity beyond current subcontracting, the prime contractor shall make positive efforts to further include JSEB participation.
3. The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any Work under this Contract shall not relieve the JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of Subcontractor (s).

G. POST AWARD REQUIREMENTS

After the award of the contract, failure on the part of the successful contractor to subcontract with JSEBs at a percentage level equal to or higher than stated on Form 1, may put the contractor in violation and is subject to penalties outlined in Chapter 126, Jacksonville Ordinance Code.

H. PAYMENT OF SUBCONTRACTORS

Prime contractors shall certify in writing that ALL subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) as a condition precedent to prior to receipt of any further progress payments. Prime contractors shall be obligated to pay subcontractors within 3 days of receipt from the City of funds and must confirm payment to the City. Prime contractor shall have a continuing obligation to pay all subcontractors and suppliers equal to the amount of work and materials furnished on this project at the direction of the prime contractor and for which amount prime contractor includes in its request or application for payment that it submits to the city in order to induce payment for the same; otherwise, within 10 business days after receiving written notice from the city, prime contractor shall return to the city any and all amounts it has been paid by the city that prime contractor failed to pay its subcontractors or suppliers in contradiction to information contained in a corresponding request or application for payment submitted by prime contractor. Additionally, failure to comply with the requirements of this section may result in penalties imposed upon prime contractor, including without limitation those outlined in Chapter 126, Jacksonville Ordinance Code.

I. GOOD FAITH EFFORTS

Bidders who are unable to meet the stated JSEB participation goals set forth herein are required to submit to the Chief of Procurement Division: (i) a Notice of Intent to Submit a Good Faith Effort Statement **at the time of bid opening**; and (ii) a completed Good Faith Effort Form (Form 4) and all supporting documentation, that demonstrates all of the bidder's efforts in the solicitation of subcontractors to meet the JSEB participation goals on this project, which will be evaluated in accordance with the factors outlined in Part 6 Subpart D of Chapter 126, Jacksonville Ordinance Code, including without limitation §§ 126.618.

Failure to submit the Good Faith Effort Statement and supporting documentation at the scheduled bid opening: (i) shall constitute a waiver of any right to have the same considered; and (ii) may result in the bid in question being rejected as non-responsive.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort, and, among other factors, will compare the same with the performance of other bidders in their attempt to meet the participation goals defined herein.

J. EXCLUSIONARY AGREEMENTS

Agreements between any bidder/proposer and a JSEB in which the JSEB promises not to provide subcontracting quotations to other bidders are prohibited and may result in both the bidder/proposer and the JSEB being subject to the penalties outlined in Chapter 126, Jacksonville Ordinance Code.

K. JOINT VENTURE SUBMITTAL

For Capital Improvement, contractors submitting as Joint Venture must be certified as a joint venture at the time of bid opening. Information concerning submitting a bid as a Joint Venture may be obtained from the Procurement Division, 214 N. Hogan Street, Suite 800, Jacksonville, FL 32202, (904) 255-8800. Failure to meet the deadline for certification as a Joint Venture may deem a proposal non-responsive.

L. SUBSTITUTIONS

1. The contractor cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the Chief's prior written approval based on the Ombudsman's recommendation and JSEB Administrator's compliance review. Unauthorized changes or substitutions shall be a violation of this Chapter and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the contractor to contract penalties or other sanctions. *Sec 126.619 (c)*
2. All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made to the Ombudsman with a copy to the JSEB Administrator in writing, and shall clearly and fully set forth the basis for the request. A contractor shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until the Chief approves such substitution in writing. A contractor shall not allow a substituted subcontractor to begin work until the Chief has approved the substitution based on the recommendation of the JSEB Administrator. *Sec 126.619 (c) 1*
3. The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited. The contractor must bring this dispute to the Ombudsman for resolution. *Sec 126.619 (c) 2*
4. The Chief's final decision whether to permit or deny the proposed substitution, and the basis, therefore, will be communicated to the parties in writing by the Chief, with a copy to the CAO. *Sec 126.619 (c) 3*
5. If the City requires the substitution of a subcontractor listed in the Schedule of Participation, the contractor shall undertake Good Faith Efforts to fulfill the Schedule of Participation if the Project Specific Goals would not otherwise be met. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the contractor may substitute with a non-JSEB. *Sec 126.619 (c) 4*
6. If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the contractor shall obtain the approval of the JSEB Administrator to modify the Schedule of Participation and must make Good Faith Efforts to ensure that JSEBs have a fair opportunity to bid on the new scope of work.
7. Changes to the scopes of work shall be documented by the User Department at the time they arise, to establish the reasons for the change and the effect on achievement of the Project Specific Goal(s).

M. JSEB MONTHLY REPORT

A completed JSEB Monthly Report (See Form 3) will be included with each pay request. Prime Contractor is required to maintain records of the JSEB Monthly Reports for three (3) years.

N. CALCULATION OF JSEB PARTICIPATION

1. Credits toward the JSEB goal will be based on the percentage of work actually performed by JSEBs.
2. If a certified JSEB bidder bids as a prime contractor, it will meet the established goal by virtue of being a certified JSEB; nevertheless, JSEBs who bid as prime contractors are encouraged to make every attempt to subcontract with other JSEBs.
3. Subject to the requirements of Part 6 of Chapter 126, Jacksonville Ordinance Code, credit towards the JSEB goal allowed for a joint venture involving a JSEB will be equal to the same percentage as the percentage of ownership and control of the JSEB participants in the joint venture. The eligibility of a JSEB joint venture will be determined on a project-by project basis. A joint venture must be certified as a JSEB joint venture at the time of bid opening in order for the participation of the JSEB partner to be counted towards the JSEB goal requirement. The JSEB partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least twenty-five percent (25%) and the JSEB partner must be responsible for a clearly defined portion of the work to be performed.
4. The EBO office will accept participation from certified JSEB companies that are certified at the time of bid opening, and that are immediately subordinate to subcontractors and sub-consultants, toward meeting percentage goals.
5. The EBO office will accept 100% of purchase price for materials from JSEB suppliers towards meeting JSEB percentage goals.

O. PENALTIES

Severe penalties, including without limitation those outlines in Chapter 126, Jacksonville Ordinance Code, may apply to non-compliance with the Equal Business Opportunity Program and other violations of applicable federal, state, and local laws statutes, ordinances, rules, and regulations.

P. GOAL

The designation of this project is found in the Solicitation Overview section of this solicitation.

JSEB Goals defined.

ENCOURAGEMENT

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability.

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.JSEB.coj.net.

PARTICIPATION

The following goals apply to this contract and submissions of a bid by a prospective contractor shall constitute full acceptance of all conditions outlined in the bid documents, Chapter 126, Jacksonville Ordinance Code, and the prospective contractor's bid proposal.

The attainment of JSEB participation goals established for this contract will be: (i) based upon JSEBs certified by the City AT THE TIME OF BID OPENING in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code; and (ii) measured as a percentage of the total dollar value of the contract or, in the case of alternates, the percentage is calculated on the base bid for the purpose of the award; however, the contractor is expected to make every attempt to meet or exceed the stated goals when the alternates are awarded.

SET-ASIDE

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regard to enhancing participation of JSEBs in all areas of procurement.

The Set Aside Plan is designated for certified Jacksonville Small Emerging Business participation only pursuant to Ordinance 2004-602-E, Section 126.608 (subsequently revised pursuant to 2005-944-E). All bidders responding must be JSEB certified prior to bid opening.

The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this contract with its own workforce. Notwithstanding this provision, a JSEB prime contractor should be prepared to demonstrate its own experience, licensing, capacity and/or ability to perform 100% of the total amount of the work being solicited, and, for purposes of award, a JSEB prime contractor should not rely upon sub-contractors or sub-consultants to meet any minimum requirements or qualifications. Subcontracting of any work under this contract shall not relieve a JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of subcontractor(s).

In addition to the bidding requirements specified elsewhere in these contract documents, under the Set Aside Plan, bids will only be accepted from bidders who are certified by the City as a JSEB **AT TIME OF BID OPENING**, in accordance with Chapter 126, City Ordinance Code.

You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.jseb.coj.net.

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JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT _____

For the purpose of the JSEB Project goals, all bids requiring CCNA will confirm the requirement on Form 1. However, the amount of the scope of service to be performed by the JSEB is not required until the agency has negotiated cost w/the selected firm.

Prior to the selected firm going before the PSEC committee for approval of the negotiated scope and fee package , the firm must list the JSEB vendor(s) and the amount for the scope of service to be performed by the JSEB(s).

***Please list all JSEB Suppliers**

| NAME OF SUB FIRM | JSEB (Y/N) | TYPE OF WORK TO BE PERFORMED | TOTAL CONTRACT VALUE |
|------------------|------------|---------------------------------|----------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

The designation of this project is: Encouragement _____ Participation _____ Set Aside _____

Signature: _____ Title: _____ Date: _____

Signature of Prime Contractor

JSEB FORM 2

LETTER OF INTENT
TO PERFORM AS A SUBCONTRACTOR or SUB-CONSULTANT

(Name of JSEB Supplier/Consultant/Subcontractor)

Name of
Project: _____

Bid
Number: _____

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work attached. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Total amount of work to be
performed or materials to be
supplied, including Sales Tax

*Scope of Work Attached

_____ \$ _____

Signature of JSEB Supplier/Consultant/
Subcontractor

Title

Date

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will not be accepted with the bid submittal on Form 1 and the Letters of Intent at minimum there should be a percentage of JSEB usage. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

This form must be used for Letter of Intent.

FORM 3
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME: _____ PROJECT TITLE: _____

PROFESSIONAL SERVICES (RFP) NO. _____ -OR- CITY BID NO. _____

CURRENT CONTRACT TOTAL AMOUNT \$ _____ CITY CONTRACT NO. or PO NO. _____

| INVOICE INFORMATION | | | | | |
|--|------------------|--|------------------------|---------------------------|-----------------|
| INVOICE NO.: | | CURRENT INVOICE \$: | | | |
| FOR PERIOD ENDING DATE: | | CUMULATIVE INVOICED \$: | | | |
| | | % CONTRACT COMPLETE: | | | |
| CONTRACT GOAL TRACKING | | | | | |
| JSEB SUPPLIER GOAL \$: | | JSEB SUPPLIER GOAL %: | | | |
| PRIOR MONTH CUMULATIVE JSEB SUPPLIER \$: | | | | | |
| PRIOR MONTH CUMULATIVE NON- JSEB SUPPLIER \$: | | FORMULA FOR CURRENT MONTH %: CUMULATIVE \$ / CUMULATIVE \$ INVOICED | | | |
| CUMULATIVE JSEB SUPPLIER \$: | | CUMULATIVE JSEB SUPPLIER % : | | | |
| CUMULATIVE NON- JSEB SUPPLIER \$: | | CUMULATIVE NON- JSEB SUPPLIER % : | | | |
| JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE | | | | | |
| COMPANY NAME | FEDERAL I.D. NO. | ZIP CODE | JSEB TYPE ¹ | TYPE OF WORK ₂ | \$ THIS PAYMENT |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL | | | | | |
| NON-JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE | | | | | |
| COMPANY NAME | FEDERAL I.D. NO. | ZIP CODE | Type | TYPE OF WORK ₂ | \$ THIS PAYMENT |
| | | | N/A | | |
| | | | N/A | | |
| | | | N/A | | |
| TOTAL | | | | | |

¹ JSEB (Jacksonville Small Emerging Business)

² TYPE OF WORK: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support, etc.

| FOR CITY OF JACKSONVILLE USE ONLY | | | |
|-----------------------------------|--------------|---|-----------------|
| DATE PROCESSED | DOCUMENT NO. | INDEX CODE – SUBOBJECT - PROJECT NO. - DETAIL | \$ THIS PAYMENT |
| | | | |

Notes:

1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Contractor shall attach to this form a typewritten explanation of any differences in JSEB participation from original contract commitment.

JSEB FORM 4
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
JSEB GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by the apparent low bidder in soliciting JSEB firms to meet the JSEB project goal. Please note that the project goal will not be waived, and the contractor must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified JSEB, the apparent low bidder must submit the form as follows:

All information submitted on this form is subject to audit by the JSEB Office

Date Submitted: _____ Bid Number: _____ Agency: _____

Contractor Name: _____ Company Address: _____

City _____ State: _____ Zip code: _____ Phone: _____

Goal Percentage: _____ Commitment Percentage: _____ Unattained Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Bidder/Authorized Representative Signature: _____

Representative Title: _____ Date: _____

Witness: _____ Date: _____

JSEB FORM 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

GOOD FAITH EFFORT DOCUMENTATION

| | | | | | |
|-------------------------------|--|----------------|-----------------|------------|--|
| Work Type Number | Description of Work, Service or Material | JSEB Firm Name | | | |
| | | | | | |
| Contact Name (First and Last) | Contact Date | Contact Method | Contact Results | Bid Amount | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| Comments: | | | | | |
| Work Type Number | Description of Work, Service or Material | JSEB Firm Name | | | |
| | | | | | |
| Contact Name (First and Last) | Contact Date | Contact Method | Contact Results | Bid Amount | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| Comments: | | | | | |
| Work Type Number | Description of Work, Service or Material | JSEB Firm Name | | | |
| | | | | | |
| Contact Name (First and Last) | Contact Date | Contact Method | Contact Results | Bid Amount | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| Comments: | | | | | |

JSEB FORM 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

GOOD FAITH EFFORT REQUIREMENTS

GOOD FAITH EFFORTS

Proposers who fail to meet the stated JSEB participation goals set forth in Section “I” are required to submit with their proposal all efforts that would demonstrate a “Good Faith Effort” in the solicitation of subcontractors to meet the JSEB participation goals on this project.

The following categories, without limitations, may be utilized in considering Good Faith Efforts as outlined in Chapter 126, Jacksonville Ordinance code:

- (1) A contact log showing the name, address, and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, person making the effort;
- (2) The description of work for which a quote was requested;
- (3) The amount of the quote given if one was obtained;
- (4) The list of divisions of work not subcontracted and an explanation why not; and
- (5) Subcontractor information as requested by forms developed by the Department.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort and will compare the same with the performance of other proposers' attempts to meet the participation goals defined herein.

SOLICITATION EFFORTS - Should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made within sufficient time to allow JSEB firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

ADDITIONAL EFFORTS - Utilizing the services offered by the City of Jacksonville Small and Emerging Business Office for assistance with recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

Attachment 4.3
Plans and Specifications

Attachment 4.4
Landscape Plans and Specifications

Attachment 4.5

CEI Scope of Services

Description of Services and Deliverables

This is a Request for Proposals (RFP) for consultants to provide Professional Construction Engineering and Inspection (CEI) services which are required for constructability reviews, contract administration, inspection, and materials sampling and testing for the Ortega Hills Connector Road. The Developer reserves the right to perform some of the work required on this project or to specify the extent of the work needed for this project.

The selected CEI Consultant shall exercise independent professional judgment in performing obligations and responsibilities under this Agreement. The authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Inspector shall be identical to the Developer's Construction Project Manager and Project Inspector respectively and shall be interpreted as such. Services provided by the Consultant shall comply with manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Developer. Such manuals, procedures, and memorandums are found at the FDOT's Construction Office's website and through coordination with the City's Construction Management Section.

Services anticipated will generally include, but are in not limited to, the following:

A. **CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES:**

Services to be provided under this contract may include, but may not be limited to, the following:

- Schedule and conduct pre-construction conferences as necessary
- Attend regularly scheduled meetings with Developer and Contractor as needed to discuss scheduling, progress, safety, etc., which may take place as often as a weekly basis.
- Ensure that all necessary private property agreements, utility agreements, construction easements and construction/environmental permits are on file.
- Ensure that the work is done in accordance with the requirements of all agreements, easements, and permits on file for the project.
- Assist with issuing Notices to Proceed to contractors
- Enforce and perform terms of the construction contracts between the Developer and its contractors
- Assist with reviewing shop drawings submitted by contractors for conformance to the specifications, and distribute to parties as necessary
- Assist with reviewing thoroughly and answer contractors' inquiries in a timely manner
- Provide qualified construction inspectors to inspect the work to ensure that construction is proceeding in accordance with the specifications, and that work is constructed in conformance with the contract plans and specifications.
- Direct the contractor, after consultation with the Developer, on removal and replacement of defective work which does not meet specifications, or is otherwise incorrectly constructed
- Review and analyze contract change order requests and proposals to determine validity and potential cost/time impacts thereof, and recommend appropriate action to the Developer
- Review claims and disputes and recommend necessary actions
- Review and recommend for approval contract change orders and forward necessary documentation and paperwork to the Developer as to the necessity for such changes, including substantiation of the extra costs thereof
- Arrange for construction materials testing by third party testing laboratories and review test reports to ensure that materials installed meet the requirements of the contract documents
- Review construction inspection reports relating to the contractors' performance and communicate with each, if necessary, regarding non-conformance to plan specifications, workmanship, etc.
- Review contractors' requests for monthly progress payments and, if appropriate, certify pay application is proper and transmit to Developer with recommendation that the invoice be paid
- Review contractors' pay requests for compliance with minority business enterprise participation requirements
- Review contractors' proposals for additional work or change orders for compliance with minority business enterprise participation requirements

- Adjust requests for monthly progress payments, as necessary, to align amount of pay requested with actual progress of construction satisfactorily performed
- In the event of the need to revise the contract drawings during the construction period, coordinate with the Developer and the Design Consultant to obtain the revised originals from the design consultant, review the changes and corrections on behalf of the Developer, and coordinate the issuance of new prints for the revised drawings to the parties concerned
- Assist with preparing and maintaining monthly progress schedules and reports applicable to all phases of the construction operations, and such special reports as may be required to keep the Developer fully advised with respect to the progress of construction of the projects
- Monitor contractors' preparation of in-progress as-built drawings during the course of construction to ensure that final as-built drawings on will be easily produced
- Collect final as-built drawings electronically and for each project, review for conformance with the contract documents and specifications, and recommend approval/disapproval to the Developer
- If final as-builts are recommended for disapproval, monitor contractor's preparation of revised final as-built drawings.
- Prepare a final engineering report on the construction status of each project, including lessons learned.
- Recommend in writing, that the Developer make final payment on a project when appropriate
- Assist with collection of documents and deliverables, including release of liens and consent of surety, when required, from the contractors prior to recommending that final payments be made
- Continue acting as the Developer's representative throughout the post-construction phase of the projects, which generally cover the contractors' one-year warranty periods
- Deliver final documents, including originals of construction drawings and specifications, approved mylar as-built drawings, a DVD with as-built drawings in AutoCAD or .pdf format, two sets of blue line prints and the projects files to the Developer
- Prepare and deliver final project financial accounting reports to the Developer
- Evaluate and rate the contractor's performance
- Direct the contractor to replace or correct defective work which becomes known during the warranty period
- Provide monthly status reports to the Developer concerning warranty activities and corrective work by contractors.
- Enforce all warranty provisions of the contract documents
- Schedule and conduct an eleven (11) month warranty inspection of projects including the contractors, design consultants and Developer personnel as appropriate
- Develop eleven-month warranty punch list and forward to the contractor for corrective action
- Monitor contractor's performance on addressing the punch list
- Advise the Developer, in writing, when contractors have satisfactorily completed their obligations under the warranty periods of the contracts
- Provide any other construction engineering and inspection services as may be necessary to implement a successful project

B. A detailed Scope of Services defining the exact performance requirements and contract schedule for each project will be developed during negotiations with the selected Consultant to establish terms of the agreement for professional services and consultant's fee and Purchase Orders issued.

Attachment 4.6
Executive Order 98-01



OFFICE OF THE MAYOR

JOHN A. DELANEY
MAYOR

ST. JAMES BUILDING
117 WEST DUVAL STREET
SUITE 400
JACKSONVILLE, FL 3220

EXECUTIVE ORDER 98-01

TO: All Elected Officials, Department Heads, Division Chiefs, Independent Agencies, Authorities, Boards, Commissions and Councils

FROM: John A. Delaney, Mayor

SUBJECT: City Construction Dispute Review Board (CCDRB)

By virtue of the authority vested in me as Mayor by the Charter and as Chief Executive Officer of the Consolidated Government, it is ordered:

Section 1. Background. The Mayor appointed a select committee to review and make suggestions to improve the City Purchasing Code, mindful of changes in procurement methods for professional and contractor services (PCS) since the Code was last revised. After extensive and extended review, the committee recommended, among other things, creating a dispute review board to hear claims involving PCS. This process offers an expeditious and inexpensive means for disputants to resolve their differences and benefits all parties.

Section 2. City Construction Dispute Review Board Created; Membership. There is hereby created the City Construction Dispute Review Board (CCDRB) to be composed of two (2) permanent members and two (2) non-permanent members as follows:

- (a) The Public Works Department Chief of Engineering or his designee (permanent), who shall serve as chairman.
- (b) The General Counsel or his designee (permanent).
- (c) A design professional licensed in Florida and experienced in the discipline associated with the dispute (non-permanent).
- (d) Contractor licensed in Florida and experienced in the discipline associated with the dispute (non-permanent).



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EXECUTIVE ORDER 98-

The Director of Public Works (Director) shall solicit volunteers from the contractor and design professional communities to serve as non-permanent members. Volunteers shall not be compensated nor have an interest in any case before them. The Director shall maintain a current list of volunteers reflecting their disciplines, general experience, length of licensure, and education. When a matter is referred to the CCDRB, the non-permanent members shall be selected from the list maintained by the Director by mutual agreement of the Chief of Engineering and the disputing party. In the event no contractor and/or design professional volunteer on the list is acceptable to both the Chief of Engineering and the other party, the Director shall solicit additional volunteers to serve on the CCDRB to hear such case. Alternatively, the disputing parties may agree that the hearing shall continue with only the permanent members and any agreed-upon non-permanent member. The Public Works Department will provide staff support to the CCDRB.

Section 3. Purpose. The purpose of the CCDRB is to provide a non-binding dispute review service to the City and its Construction Contractors, Architects and Engineers, for claims and/or other disputes on City Capital Improvement projects. Such a process has been used in private industry where most construction disputes are resolved without trial. A copy of this order shall be appended to all City bidding and contract documents. Such documents shall also include language that any dispute cognizable under this order must be presented to the CCDRB and a decision rendered as a condition precedent to instituting any other legal action.

Section 4. Function. Upon a written request of a City department or agency or its construction contractor, architect or engineer, the Chief of Engineering shall receive a copy of the claim and statement of the dispute and any response thereto, with all supporting documentation. The CCDRB shall schedule a hearing of the interested parties within 30 calendar days after receiving all information to hear the claim, and all responses. The Florida Rules of Evidence shall apply to proceedings before the CCDRB; however, such rules may be relaxed at the discretion of the chairman. Within seven (7) business days after the dispute review proceeding concludes, the CCDRB will provide its written, non-binding determination to the parties involved. Each party may accept the CCDRB's determination, or may seek other remedies, as permitted by contract and law. Any claim not brought before the CCDRB shall be deemed legally deficient. The testimony and any unadopted decision of the CCDRB are inadmissible in any subsequent legal proceeding.

Section 5. Promulgation of Rules. As necessary, rules governing the administration and proceedings of the CCDRB may be promulgated by the Public Works Department to insure fair and timely hearings on matters referred to the CCDRB.

Section 6. Use by Independent Agency(s). Should any independent agency wish to use

EXECUTIVE ORDER 98-

the CCDRB, it may refer disputes to the Board and the Public Works permanent member may be replaced by a designee of the Chief Executive Officer of the using agency.

Approved as to conformity with
sound fiscal policy:



Director of Administration and Finance

Approved and Issued:



Mayor

Approved as to Form:



Assistant General Counsel

Approval Date: 1/14/98

Effective Date: 1/14/98

G:\SHARED\GREGORY\CCDRB.ORD

Attachment 4.7
Executive Order 2013-5



OFFICE OF MAYOR ALVIN BROWN

ST. JAMES BUILDING
117 WEST DUVAL STREET, SUITE 400
JACKSONVILLE, FLORIDA 32202

EXECUTIVE ORDER NO. 2013-05

PH: (904) 630-1776
FAX: (904) 630-2391
www.coj.net

TO: All Elected Officials, Department Heads, Division Chiefs, Independent Agencies, Authorities, Boards, Commissions and Councils

FROM: Alvin Brown, Mayor

SUBJECT: Change Orders

By virtue of the authority vested in me as Mayor by the Charter of the City of Jacksonville and by Section 20.107, *Ordinance Code*, and as the chief executive and administrative officer of the Consolidated Government, it is ordered as follows:

Repeal of Executive Order No. 94-187. This Executive Order shall nullify and supersede Executive Order No. 94-187 in order to provide guidance for the review of all Change Orders as defined herein, except for purchases made pursuant to the informal purchase provisions or the emergency provisions of Chapter 126, *Ordinance Code* (the "Purchasing Code").

Definition of Change Order. For the purposes of this Executive Order, a Change Order is defined as any written agreement between the City and a person or business entity modifying in any way an existing contract between such parties previously made pursuant to the formal purchasing provisions of Part 2 (Supplies Contractual Services and Capital Improvements), Part 3 (Professional Services Contracts), or Part 7 (Design Build Contracts), of the Purchasing Code.

Administrative Review of Change Orders. Change Orders shall be initiated by the applicable department on a form developed by the Procurement Division, which shall include without limitation the following:

- (a) signature approval by the director or designee of the requesting department;
- (b) recommendation or approval, if applicable, by the consultant(s), if any;
- (c) original maximum indebtedness of the contract, individual listing of any prior dollar amount of increases or decreases resulting from prior, properly approved Change Orders, and dollar amount of increase or decrease of the proposed Change Order;
- (d) original time period for completion of work, supply of product or the like, individual listing of any prior time extensions or reductions resulting from prior,

properly approved Change Orders, and amount of time extension or reduction of the proposed Change Order;

- (e) designation of source of funds by account number, name of account and/or other pertinent means of identification;
- (f) a full, detailed written description of the proposed change, a statement of the reasons why the proposed change is in the City's best interest, and a statement of whether the proposed change is the result of an unforeseen condition, client request or increase in scope, a reconciliation of quantities, or design error or omission; and
- (g) such other information as determined by the Chief of the Procurement Division to be necessary or desirable to carry out the provisions of this Executive Order.

Each proposed Change Order shall be transmitted by the initiating department to the Department of Finance for written certification (by email or otherwise) as to the availability of funds in accordance with Section 24.103(e) of the *Ordinance Code*, of the City of Jacksonville.

If the necessary funds are available, the proposed Change Order shall then be transmitted to the Chief of the Procurement Division. The Chief of the Procurement Division or his/her designee(s) shall review the proposed Change Order for the purpose of ensuring efficiency in purchasing and promoting good contract purchase practices and shall consider without limitation the following factors in approving or disapproving the proposed Change Order:

- (a) comparison of the maximum dollar amount of the increase or decrease of the proposed Change Order and any prior increases or decreases to the original maximum indebtedness of the contract;
- (b) comparison of unit or lump sum prices in the proposed Change Order to the unit or lump sum prices in the contract;
- (c) comparison of the scope and limits of work in the proposed Change Order to the scope and limits of work in the contract;
- (d) comparison of time extension or reduction in the proposed Change Order to the completion date and liquidated damages in the contract;
- (e) determination as to whether the proposed Change Order is a result of an unforeseen condition, client request or increase in scope, a reconciliation of quantities, or design error or omission; and
- (f) any other relevant factors as determined by the Chief of the Procurement Division which relate to efficiency in purchasing and promoting good contract purchase practices.

Having completed such review, the Chief of the Procurement Division or his/her designee shall approve or disapprove the proposed Change Order with any additional comment deemed pertinent. A disapproved proposed Change Order shall be sent back to the initiating department.

Awards Committee and Mayoral Approval. If approved by the Chief of the Procurement Division, the proposed Change Order shall be forwarded to the applicable Awards Committee (GGAC, CSPEC or PSEC) for consideration. If approved by the applicable Awards Committee, the proposed Change Order will be forwarded to the Mayor's Office for review, approval and execution by the Mayor or his/her designee and by the Corporation Secretary.

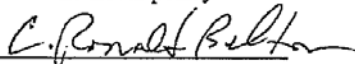
Special Rules for Change Orders on Capital Construction Projects. The following exceptions to the process described above shall apply to proposed Change Orders on contracts involving new construction, additions, improvements, repairs to structures or other capital improvements originally awarded through the GGAC:

1. A signature by the Mayor or his/her designee approving a proposed Change Order shall constitute a signature to the Change Order itself. A second signature from the Mayor's Office shall not be required for such Change Order.
2. In accordance with Sections 126.109(a) and 126.201(d)(7), *Ordinance Code*, proposed Change Orders in an amount up to 10% in the aggregate of the awarded contract value, shall not require GGAC or Mayoral approval if:
 - (a) The Director of Public Works determines that the proposed Change Order is the result of unforeseen conditions, the reconciliation of quantities, or design errors and/or omissions; and
 - (b) The proposed Change Order has followed the process set forth in the "Administrative Review of Change Orders" section of this Executive Order and is approved by (i) the Director of Public Works or his/her designee, (ii) the Director of the requesting department (if applicable), and (iii) the Chief of the Procurement Division.

Monthly Reports. All departments shall provide a monthly written report to the Chief of the Procurement Division identifying all contracts for which the respective departments have submitted Change Orders and the net sum of such Change Orders.

Timeliness. It shall be the goal of the administration to fully complete each specified review and signature turnaround process for each proposed Change Order within 2 business days or less.

Approved as to conformity
with sound fiscal policy:


Director of Finance

Approved and Issued:


Alvin Brown, Mayor

Approved as to Form:


Office of General Counsel

Approval Date: 6/19/13

Effective Date: 6/19/13

**Attachment 4.8
Volume of Work**

**VOLUME OF WORK FOR CITY & USING AGENCIES BY PRIME CONTRACTOR
WITHIN THE LAST FIVE (5) COMPLETED FISCAL YEARS**

Please list the original contract amounts in the Fiscal Year the contracts were executed and amendments to the contracts in the Fiscal Year that the amendments were executed. For Annual Contracts, show totals of Purchase Orders issued in each Fiscal Year.

| PROJECT DESCRIPTION | FY 21/22 Oct 1 – Sept 30 | FY 22/23 Oct 1 – Sept 30 | FY 23/24 Oct 1 – Sept 30 | FY 24/25 Oct 1 – Sept 30 | FY 25/26 Oct 1 – Sept 30 |
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| YEARLY TOTALS: | | | | | |

Attachment 4.10

General Requirements for Professional Services

Contractors must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, the Contractor warrants and represents that it meets these requirements. Failure to meet these requirements may result in the Response being deemed non-responsive and not evaluated.

1. **Professional Licensure** – The firm and proposed key professional personnel must be authorized and licensed under applicable Florida Statutes to perform Construction Engineering and Inspection (CEI) services. The firm shall designate a Florida-licensed Professional Engineer responsible for professional services requiring licensure.
2. **Business Registration** – The firm must be properly registered with the Florida Department of State (Sunbiz) and possess a valid Local Business Tax Certificate, if applicable.
3. **Response Format Compliance** – The Contractor's Response must be submitted in substantial compliance with the Response Format requirements set forth in Section 2.3.6 of this RFP, including organization of the Response into the required sections, adherence to page limitations, and inclusion of all required components. Responses that fail to substantially comply with the required format or omit required sections may be deemed non-responsive.

All documentation must be current and valid as of the proposal submittal date. Responses lacking any of the required documentation will be deemed non-responsive and will not be evaluated further.

Attachment 4.11
Sample Professional Services Contract

SERVICES CONTRACT
BETWEEN
FENNELL IP, LLC
AND
INSERT CORPORATE NAME OF CONSULTANT
FOR
INSERT SUMMARY OF SERVICES TO BE PERFORMED

THIS CONTRACT, made and entered into this _____ day of _____, 201____ (the "Effective Date"), by and between FENNELL IP, LLC (the "DEVELOPER"), a Florida corporation, and _____ (the "CONSULTANT"), a _____ corporation authorized to transact business in Florida and with its principal offices at _____.

WHEREAS, the DEVELOPER (as the "Buyer") issued a Request for Proposal (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on CONSULTANT'S response to the RFP dated _____ (the "Response"), the DEVELOPER has negotiated and awarded this Contract to CONSULTANT;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

4. **Performance of Services.** The Services will be performed by CONSULTANT as specified in the RFP and the Response.

5. **Compensation.** CONSULTANT will be paid by the DEVELOPER for the Services [as follows:
_____] or [as specified on the Price Sheets attached as Exhibit _____].

6. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the DEVELOPER's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed
_____ (\$_____).

7. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on _____, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to _____ additional one (1) year periods by (i) the DEVELOPER, at its sole discretion, upon written notice to CONSULTANT at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

8. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- a. This document, as modified by any subsequent signed amendments
- b. Any amendments to the RFP
- c. Specific Information Regarding The RFP (Section 1 of the RFP)
- d. Description of Services and Deliverables (Section 4 of the RFP)
- e. General Instructions to Respondents (Section 2 of the RFP)
- f. General Contract Conditions (Section 3 of the RFP)
- g. Any Purchase Order under the Contract
- h. The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

9. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the DEVELOPER:

As to the CONSULTANT:

10. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, DEVELOPER'S Contract Manager is [Insert Name and Address], and the CONSULTANT'S Contract Manager is [Insert Name and Address]. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

11. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONSULTANT. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONSULTANT may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the DEVELOPER (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONSULTANT acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

12. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

13. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

DEVELOPER

FENNELL IP, LLC, a Florida limited
Liability company

By _____

CONSULTANT

INSERT NAME OF CONSULTANT.

By _____