



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 7, 2017

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Pledge of Allegiance
2. Invocation - Pastor Jeffrey Birch of Spruce Creek Presbyterian Church
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. January 10, 2017 - Regular Council Meeting
 - b. January 17, 2017 - Regular City Council Meeting
 - c. January 24, 2017 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Award of RFSQ #16-33, Continuing Professional Surveying Services to CPH, Inc., Sliger & Associates, Inc. & Southeastern Surveying & Mapping
 - b. Bid Award ITB #17-09 City Gateway Signage
 - c. Award of ITB 16-31 for New and Refurbished Networking and Voice-over-IP Telephony Equipment to Network Craze Technologies and Extensys, Inc.
8. Resolution No. 17-3 - Supplemental LAP Agreement McDonald Road Sidewalk
9. Resolution No. 17-4 - Budget Appropriation for LAP Agreement for North Spruce Creek Road Sidewalks (City Project OMI017)
10. Resolution No. 17-5 - Application to Release Conservation Easement – 3821 Woodbriar Trail

11. Resolution No. 17-6 - Supporting the Repeal of State Law Preemption on Smoking

C. CITIZEN PARTICIPATION (Agenda)

12. Hope Place - Forough Hosseini

D. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

E. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

F. PUBLIC HEARING

14. Second Reading - Ordinance No. 2017-1 - Urban Chicken Pilot Program
15. Second Reading - Ordinance No. 2017-2 – Master Development Agreement and Conceptual Development Plan/PC-A Workplace Zoning District/Thompson Pump and Manufacturing Company, Inc.
16. Development Order Modification to Final Subdivision Plat & Plans for Pinnacle, Phase II, Case No. 16-52000003
17. Replat of Tract H of the Westport Reserve Subdivision and Subdivision Plans for Phase 2C of the Westport Reserve Subdivision. Case No. 16-50000003

G. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

18. Report from KemperSports on Cypress Head Golf Course

H. REGULAR AGENDA

19. Kemper Contract Options
20. Discussion on Public Information Officer Position
21. Acceptance of Donation of Real Property at 4455 Spruce Creek Road

I. COMMENTS

22. City Attorney Comments
 - a. Update report for Parks and Recreation charitable fund
23. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports
 - a. YMCA
 - b. River to Sea TPO
 - c. General Employees' Pension Plan

K. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE; IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 10, 2017

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Don Burnette at 6:30 p.m.

Pledge of Allegiance

Invocation given by Stephen Johnson of New Life Church

Roll Call: Present: Councilman Chase Tramont
Councilman Drew Bastian
Councilman Scott Stiltner
Vice Mayor Bob Ford
Mayor Don Burnette

Also Present: Jake Johansson, City Manager
Margaret T. Roberts, City Attorney
Robin Fenwick, City Clerk

Portions of the Rules of Procedure as approved by City Council on May 3, 2016 were read by Robin Fenwick, City Clerk.

AGENDA APPROVAL

Motion to approve the agenda as presented was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by voice vote.

PUBLIC HEARING

5. Second Reading – Ordinance No. 2016-26 - 2016 Comprehensive Plan Capital Improvements Element (CIE) Annual Update, CASE NO. 16-27500001

Mayor Burnette read Ordinance No. 2016-26.

ORDINANCE NO. 2016-26

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF THE FY2017-2022 FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AS SET FORTH IN THE COMPREHENSIVE PLAN, CAPITAL

IMPROVEMENTS ELEMENT AND SUPPORTING DATA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-26 on second reading was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

6. Second Reading - Ordinance No. 2016-27 - Revisions to Specific Pollutant Limitations under the Industrial Pretreatment Program

Mayor Burnette read Ordinance No. 2016-27.

ORDINANCE NO. 2016-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 74, ARTICLE III, DIVISION 2, SECTION 74-106 OF THE CODE OF ORDINANCES TO REVISE THE LOCAL LIMITS OF SPECIFIC POLLUTANTS DISCHARGED TO A WASTEWATER FACILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-27 on second reading was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by roll call vote.

7. First Reading - Ordinance No. 2017-1 - Urban Chicken Pilot Program

Mayor Burnette read Ordinance No. 2017-1.

ORDINANCE NO. 2017-1

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 10, SECTION 10-12 RELATED TO THE LIMITATION OF NUMBER OF ANIMALS; AND ESTABLISHING A NEW SECTION 10-20 IMPLEMENTING AN URBAN CHICKEN PILOT PROGRAM; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2017-1 on first reading was made by Councilman Bastian, and Seconded by Councilman Tramont.

Penny Cruz, Planner, provided details of the pilot program to allow urban chickens for a two-year period.

Carol Banning, 1431 Trail Lane, thanked Council for considering an urban chicken program and provided additional suggestions; specifically, the height of the coop, the requirement for a privacy fence, and the type of chicken tractor that is being required. She asked that the size of the coop be increased to six (6) feet.

Ted Noftall, citizen, asked what the reasoning is to require citizens to take a course to participate in the program.

Mike Gardner, citizen, agreed with Mr. Noftall that a course should not be required.

Frank Alvarez, citizen, is also wondering why a course is being required.

Sarah Jones, citizen, would like to see the questions answered of the citizens.

Vice Mayor Ford believes training is good to allow for a successful program. He suggested being able to provide comparable experience instead of the training being required.

Mayor Burnette asked how the certification is determined and completed. Ms. Cruz said the research showed there were less code issues with City's who required the certification. The course is provided by the County and is only \$20. The online courses are not recommended since there is no hands-on training. Mayor Burnette addressed the question regarding the height of the fence. Council agreed to increase the height of the coop to six (6) feet.

Motion to amend the Ordinance to allow the coop to be up to six (6) feet was made by Councilman Bastian and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

Motion to approve the Ordinance as amended carried 4-1 by roll call vote with Councilman Stiltner voting no.

Second reading is scheduled for February 7, 2017.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

8. Family Days Annual Report

Jennifer Marono provided details of the past year's events. They had record attendance at most events and were able to give \$55,000 back to the community over 2016, with a total of \$963,000 given back since 1995. Council thanked the Board for their work and asked them to consider events at Riverwalk Park in the near future.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

9. Environmental Advisory Board Appointments

Kristine Cunningham and Danielle Elwood introduced themselves.

Motion to nominate Kristine Cunningham and Danielle Elwood to the Environmental Advisory Board was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by voice vote.

10. Council Oversight Committee for Public School Facility Planning Appointment Consideration

Motion to nominate Mayor Burnette was made by Vice Mayor Ford, and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION (AGENDA)

11. Fee reduction request - Alan Roa - 953 Tall Pine Drive

Motion to reduce the penalty from \$500 to \$250 was made by Councilman Tramont, and Seconded by Vice Mayor Ford.

Council would prefer to see fines that "fit the crime". A \$500 fine is too steep for a \$50 permit. Councilman Bastian suggested education to the citizens. Mayor Burnette advised residents to call and ask before doing any work at their properties.

Councilman Stiltner asked that Council fix the fees so these requests don't come before them at every meeting.

Mr. Johansson will work on an educational campaign.

Mr. Gardner doesn't believe doubling the price of the permit will deter contractors from breaking the law but suggested using that as the penalty rather than the \$500 penalty currently in place.

Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. Gardner addressed Council regarding his concerns with traffic on Dunlawton Avenue. He corrected his statement regarding the Planning Commissioner's statements on the traffic studies done. He also expressed concerns regarding piggybacking off of other contracts.

Vice Mayor Ford would like Staff to look into the process of approving piggyback agreements. Mr. Johansson will look into this specific situation with Sparks Concrete and assured Council that he reviews piggyback agreements with the same scrutiny as Council.

Mr. Nofall also expressed his concerns regarding traffic on Dunlawton Avenue. He asked Council to address the traffic studies and the issues the Planning Commissioners seem to have with the studies.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Vice Mayor Ford requested internal information regarding cats and feral cats. Mr. Johansson is working with Chief Grimaldi to address. A workshop will be scheduled in the near future to discuss.

Councilman Tramont would like information regarding the traffic count numbers on Dunlawton Avenue. He would like information regarding change orders that increase costs to the City.

Councilman Stiltner suggested the Environmental Advisory Board discuss the feral cat issue, as well as recruit the Board to discuss the City's position on removing septic tanks from residents.

Mayor Burnette asked for details of the Water Summit in February. Mr. Johansson provided those details: February 11, 2017 at 8:30 a.m. The plan is to have all 16 cities

present, along with other agencies throughout the state who are involved in water issues.

Mayor Burnette asked about running pogTV. Mr. Johansson said the equipment is old and there is no operating manual. Staff is working on replacing the equipment and hiring a Public Information Officer. Council consensus is to continue pogTV into the future. Mayor Burnette asked when the virtual desktop project will be implemented. Mr. Johansson said it's moving along now.

CONSENT AGENDA

13. Approval of Minutes
 - a. December 13, 2016 - Regular City Council Meeting
 14. Bid Awards and Contract Items
 - a. Task Authorization No. 1 to Quentin L. Hampton Associates, Inc. (QLHA) for design of Dunlawton Avenue (SR 421) Street Lighting Improvements
 - b. Change Order No. 2 to Task Authorization No. 3 for the contract with Traffic Engineering Data Solutions, Inc. (TEDS) for design and permitting of the McDonald Road sidewalk
 15. Hurricane Matthew Contract Amendments and Appropriation
 - a. Tetra Tech - Amendment and Restatement of Task Authorization No. 1 for Debris Removal Monitoring
 - b. Ashbritt - Second Addendum to Task Authorization No. 1 for Debris Removal
 - c. Resolution No. 17-1 - Budget Appropriation
- *Fund Hurricane Matthew costs
16. Resolution No. 17-2 - Budget Appropriation (FY16 Additional Budget Execution Review)
 17. Major Special Event Request – LiveStrong 5K at Aunt Catfish Restaurant located at 4009 Halifax Drive & Panhead's Pizzeria located at 4085 Ridgewood Avenue
 18. Transfer of K9 Rex to Handler
 19. Amendment to Deed Restrictive Covenant - Thompson Pump
 20. Subordination of SHIP down Payment Assistance Second Mortgage
 21. International Association Fire Fighters (IAFF) Contract Approval of 2016-2017 Reopener for Article 21, Wage and Article 30, Specialty Pay on the 2015-2017 Collective Bargaining Agreement

Motion to approve the Consent Agenda as presented was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by roll call vote.

REGULAR AGENDA

22. Permitted Area for Alcohol at Family Days

Susan Lovallo, Parks & Recreation Director, provided details of the request from Family Days for an additional area for alcohol sales. Ms. Lovallo advised Staff is comfortable with the approval but wanted Council to be advised. Councilman Stiltner asked that education be provided to Staff to maintain control of the participants.

23. City Council Rules of Procedure

Mr. Johansson discussed the Rules of Procedure as presented.

Vice Mayor Ford wants to ensure public participation occurs on all items and early in the agenda. All Council Members agreed. Council agreed with the Consent Agenda being early in the meeting as well.

Mayor Burnette asked that the Consent Agenda be listed first on the agenda, to include an item for Public Comments on Consent Agenda Items Only and then Agenda Approval. This will allow Council to hear from the public prior to approving the agenda. He would also like Council Comments to follow right after Public Participation (Agenda) and Public Participation (Non-Agenda) so Council has the opportunity to address concerns of the public as needed.

Motion to approve as amended was
made by Councilman Bastian, and
Seconded by Councilman Stiltner.

Mr. Gardner is concerned that the public will not be allowed to pull items from the Consent Agenda but only comment. He believes the public should be able to pull items for further discussion.

Mr. Noftall asked for clarification regarding requests from the public on Consent Agenda Items being pulled for further discussion.

Ms. Jones asked for clarification as to what changes are being made. She's not clear on the changes.

Motion carried unanimously by roll call
vote.

COMMENTS

24. City Attorney Comments

a. SHIP Subordination Agreement - 5309 Cordgrass Bend Lane
(Ibrahim/Sawers)

Margaret Roberts, City Attorney, asked Council to ratify the Revised Subordination Agreement for 5309 Cordgrass Bend Lane. The agreement was revised as the interest rate and loan amount both increased.

Motion to ratify was made by
Councilman Stiltner, and Seconded by
Vice Mayor Ford. Motion carried
unanimously by roll call vote.

Ms. Roberts advised that Legal has filed a case regarding an animal control matter. The case is an active investigation and exempt from disclosure at this time.

25. City Manager Comments

There were none.

ADJOURNMENT: 8:12 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 17, 2017

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald Burnette at 6:30 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Chase Tramont Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Bob Ford Mayor Don Burnette
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no items pulled for further discussion.

6. Contract award to Athletic Resources, Inc.
7. Hurricane Matthew Federally Funded Public Assistance State Agreement
8. City of New Smyrna Beach Police Range and Training Facility Agreements

Motion to approve the consent agenda as presented was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

Council recessed at 6:31 p.m. to hold the annual meeting of the Port Orange Property Development, Inc. and Design Review Board, as well as the City Center Corporate Park Property Owner's Association, Inc., minutes of which are under separate cover.

ANNUAL MEETINGS OF CORPORATIONS

9. Port Orange Property Development, Inc. Joint Annual Meeting of the Members, Directors and Design Review Board

10. City Center Corporate Park Property Owner's Association, Inc. Joint Annual Meeting of Members and Directors

City Council reconvened at 6:38 p.m.

PUBLIC PARTICIPATION (Non-Agenda – 15 minutes)

Captain Charlie Brown, Volusia County Sheriff's Office and volunteer coach, requested a waiver of the fees for the use of the fields at Silver Sands Middle School for a fundraiser and community event sponsored by the Spruce Creek High School Lady Hawks Flag Football Team where several area police departments will participate, including Port Orange. The field costs \$250.28 to rent for the day.

Mayor Burnette asked for more details from Staff. Mr. Johansson does not have further information at this time as this request was slated to come before Council on February 7, 2017 since the request was received after the January 17, 2017 agenda deadlines.

Motion to waive the field fees in the amount of \$250.28 was made by Councilman Stiltner, and Seconded by Vice Mayor Ford.

According to City Attorney Margaret Roberts, there is no conflict for Councilman Tramont to vote based on his employment at Spruce Creek High School. Mr. Johansson advised Council that he has not been briefed on any insurance requirements that may be required.

Motion carried unanimously by roll call vote.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Councilman Tramont would like Council to discuss the need to repeal the State preemption of the municipal regulation of outdoor smoking in or on city property.

Motion to direct the City Attorney to prepare and bring back a resolution in support of repealing the State law preemption on smoking regulations was

made by Councilman Tramont, and
Seconded by Councilman Stiltner.
Motion carried unanimously by roll call
vote.

Vice Mayor Ford asked for details regarding the connection of sidewalks on the north and south sides of Spruce Creek Road. Mr. Johansson will provide an update. Vice Mayor Ford discussed the east side initiative and the US 1 corridor. He wants to ramp up the project and asked the public for input. He asked Councilman Bastian to discuss a pedestrian bridge across Dunlawton Ave. in the vicinity of Aunt Catfish's restaurant with the TPO that will connect the trail.

Councilman Bastian asked if additional information has been provided to FDOT regarding the walk lights on Dunlawton Avenue. Mr. Johansson said yes, Staff has not missed any deadlines although the schedule has changed. Information was provided in the City Manager's Weekly Update and will be included again this week.

Councilman Stiltner updated Council on some requests he has discussed with the City Manager and Staff, specifically sidewalk issues and code issues in Ravenwood. He also spoke to the City Manager about feral cats and structures that are being built around the city. He also discussed the Dunlawton Avenue median project, which is on track. Mayor Burnette requested an update in the weekly report on the Dunlawton Avenue median project.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

12. Report from Kemper Sports on Cypress Head Golf Course

Bob Duquette, General Manager, provided details regarding the golf course reports from the month of November, 2016.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

Bobby Ball was unable to attend the meeting to provide the report.

PUBLIC HEARING

14. First Reading - Ordinance No. 2017-2 – Master Development Agreement and Conceptual Development Plan/PC-A Workplace Zoning District/Thompson Pump and Manufacturing Company, Inc.

Mayor Burnette read Ordinance No. 2017-2.

ORDINANCE NO. 2017-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN PC-A WORKPLACE ZONING DISTRICT FOR THOMPSON PUMP AND MANUFACTURING COMPANY, INC., FOR +/- 15 ACRES GENERALLY LOCATED ON THE EAST SIDE OF WILLIAMSON BOULEVARD, SOUTH OF HOCKNEY COURT; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to approve as presented was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Tim Burman, Planner, provided details as to the request. The purchase of the property is set to close in March, 2017. This project is located in front of Raydon on Williamson Blvd.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

15. Financial Report-November 2016

Tracey Riehm, Finance Director, provided details from the November 2016 financial report.

Sarah Jones, citizen, has questions regarding the YMCA report. Mr. Johansson will discuss the City's relationship with the YMCA after the meeting.

COMMENTS

16. City Attorney Comments

Ms. Roberts provided an update on the establishment of an entity to facilitate the funding for the acquisition, development, and maintenance of park and recreation lands. She advised Council she will need to spend some money for professional services to get it completed but the amount should remain within the City Manager's approval authority. Council would like to know their options.

17. City Manager Comments

Mr. Johansson provided details regarding the Sparks Concrete piggyback agreement as mentioned at the January 10, 2017 meeting. The piggyback agreement was based on a non-competitive basis, which is not against any of the City's ordinances, but is against the Council and City Manager's wishes. On January 5, 2016, Staff had a discussion with Council relating to street paving not being done quickly enough. There were also bids received before that discussion that were all rejected. After research was done by Staff, Staff believed the price South Daytona received was competitive and made the decision to enter into the piggyback agreement with Sparks Concrete for the sidewalk work.

COUNCIL COMMITTEE REPORTS

18. City Council Committee Reports

a. Arthaus – Vice Mayor Ford was unable to attend the meeting due to a doctor's appointment.

b. Port Orange/South Daytona Chamber of Commerce – Vice Mayor Ford is meeting this week with the Chamber.

c. Roundtable of Elected Officials – Mayor Burnette reported on the recent meeting which included discussion on road funding.

ADJOURNMENT: 7:59 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 24, 2017

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald Burnette 6:30 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Chase Tramont Councilman Scott Stiltner Councilman Drew Bastian Mayor Donald Burnette
	Absent:	Vice Mayor Bob Ford
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

DISCUSSION ITEMS

4. Discussion and Update on Strategic Planning Project Items

Alan Rosen, Assistant City Manager, provided details regarding the current Strategic Plan of Council and the project list to meet those goals.

Yorktowne Road Repair – Council wants to help alleviate traffic on Dunlawton Avenue by extending Yorktowne Blvd. Margaret Roberts, City Attorney, asked if state monies could be used to extend the road. Wayne Clark, Community Development Director, said they have had issues getting state funding because there is no existing road. Mr. Johansson believes development will happen in the future to move the road forward. Council is still committing to the project. Councilman Stiltner has concerns and is not convinced drivers will use the new road. Council agreed to leave the project on the list but not as a top priority. Funding is an issue.

Bruner Road sidewalk project – Council would like to see the project remain on the list but wants to wait until there is funding available. The project can be added to the list for the Safe Sidewalks to School that will be provided to Council in late March or early April.

Halifax Road Repair – Councilman Stiltner would like to see that area one-way to Fleming Road. The design of county-wide trails was discussed, as well as funding of same through TPO.

Town West Beautification – Council wants the medians cleaned up and the number of small plants reduced for easier and cheaper maintenance. Councilman Bastian suggested using astro turf instead of real grass. Mr. Johansson hasn't had good experiences with astro turf. He will meet with staff to discuss options. Councilman Stiltner cautioned Council on the cost to repair astro turf.

Industrial and commercial development area west of Tomoka Farms Road – utilities are available; nothing else needed.

Councilman Stiltner would like to leave Spruce Creek as natural as possible and not build too many docks. He agrees access is needed but wants to be smart about the options.

Mayor Burnette asked Council for their priorities. Councilman Tramont wondered about the cost of underground utilities throughout the City. Mr. Johansson advised it would have to be a joint venture with the county, state, and FPL. Councilman Bastian said he spoke with FPL last year and was told it is \$1 million per mile. Mr. Johansson will get further information. Councilman Tramont would like to see better lighting in the parks.

Councilman Bastian is good with the projects being worked on currently, as is Councilman Stiltner.

Mayor Burnette would like to discuss annexing some of the enclaves throughout the city. He would also like all public safety positions filled by the end of the year and a parks master plan. He asked to have an event every month this year to celebrate the 150th anniversary of the City's incorporation.

5. Update on Enterprise Resource Planning (ERP) Project

Mr. Rosen provided an update and education on the ERP project that is currently being worked on for the City's databases. Council is in support of the project as it is well overdue.

ADJOURNMENT: 9:02 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: Yes

SUBJECT: (B7a) Award of RFSQ #16-33, Continuing Professional Surveying Services to CPH, Inc., Sliger & Associates, Inc. & Southeastern Surveying & Mapping

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award Continuing Professional Surveying Services contracts to CPH, Inc. of Sanford, Florida; Sliger & Associates, Inc. of Port Orange, Florida and Southeastern Surveying & Mapping of Orlando, Florida pursuant to the City's Request for Statements of Qualifications ("RFSQ") 16-33 and to authorize the Mayor and City Clerk to sign related contract documents and allow the City Manager to execute future renewals.

SUMMARY: Professional surveying services are utilized for a variety of projects administered by various City departments. RFSQ 16-33 was issued to select and award contracts with multiple surveying firms to provide these services on a continuing basis for 3 years, with the option to renew for 2 additional 2 year terms. Purchasing received eight (8) statements of qualifications submittals for RFSQ 16-33, Professional Surveying Services. The selection committee met on January 6, 2017 and ranked the firms. The Evaluation Committee made a determination that award would be made to the top three (3) ranked firms for master contracts for the professional surveying services identified in the RFSQ document. The bid documents provide for a simplified purchasing process. Requests for services that are less than or equal to \$25,000.00 will be processed by a purchased order. Requests for services that are greater than \$25,000.00 will be processed by task authorization.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	SouthEastern Surveying and Mapping Corporation Professional Survey Services Contract	SouthEastern Surveying and Mapping Corporation Professional Survey Services Contract.pdf
2.	CPH Inc Professional Survey Services Contract	CPH Inc Professional Survey Services Contract.pdf
3.	Sliger & Associates Inc Professional Survey Services Contract	Sliger & Associates Inc Professional Survey Services Contract.pdf
4.	Standard Contract for Services	DRS Construction Inc Standard Contract for Services.pdf

5.	RFSQ 16-33	RFSQ 16-33 Professional Surveying Services (FINAL 11.18.16).pdf
6.	Intent to Award	RFSQ 16-33 Intent to Award (01.09.2017).doc
7.	Evaluation Sheet for Ranking	RFSQ 16-33 Evaluation Tab - Written Proposals with ROA (01.06.17).pdf
8.	RFSQ Tabulation Sheet	RFSQ 16-33 Tabulation Sheet (12.19.16).pdf
9.	CPH Submittal	RFSQ 16-33 CPH submittal.pdf
10.	Sliger Submittal	RFSQ 16-33 Sliger and Associates submittal.pdf
11.	Southeastern Submittal	SouthEastern Surveying and Mapping Corporation Professional Survey Services Contract.pdf

Margaret Momberger
Wayne Clark
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 01/17/2017
Approved - 01/17/2017
Approved - 01/26/2017
Approved - 01/26/2017
Final Approval - 01/27/2017



CITY OF PORT ORANGE PROFESSIONAL SURVEY SERVICES CONTRACT

This Professional Survey Services Contract ("Contract") is entered into this ____ day of _____, 2017, 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 **SOUTHEASTERN SURVEYING AND MAPPING CORPORATION** ("Contractor"), a Florida corporation whose principal address is 6500 All American Boulevard, Orlando, Florida 32810-4350. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with professional surveying services that meet the minimum technical standards as set forth by Florida Administrative Code Rule 61G17-6 regulated and adopted by Florida Statutes 472.027. The Contractor shall further provide and/or perform these professional surveying services for a variety of projects being administered by various City departments. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Contractor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Contractor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications ("RFSQ") No. 16-33, and SouthEastern Surveying and Mapping Corporation Proposal dated December 19, 2016 attached hereto as Exhibit "1." Complete copies of RFSQ No. 16-33 and SouthEastern Surveying and Mapping Corporation Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

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

Term: The initial term of this Contract shall commence upon the last date the Contract is signed by the Parties and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon mutual written agreement of the Parties, this Contract may be renewed for two (2) additional two (2) year periods. Renewal(s) shall be subject to review and approval by the City Manager.

Manner and Place: 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 of Services: This Contract standing alone does not authorize the purchase of any work or services to be provided by the Contractor, or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) or written Task Authorization(s) issued and executed by the City. A sample Task Authorization is attached hereto as Exhibit "2." 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. Contractor agrees that all pricing shall remain valid during the Term(s) of this Contract.

2. **City Obligations.** In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," pursuant to periodic Quotes and Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) for amounts that exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per annual term of this Contract. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Contractor plus 10%. This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the then current fiscal year. 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 Department Head requesting service shall perform contract administration of this Contract. 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 20 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 119.10, 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

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation

may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings — Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage- \$1,000,000 minimum	

12. 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.

13. 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. Liability for Loss or Damage. 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.

19. 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.

20. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

21. 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.

22. 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.**

23. 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.

24. 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.

25. 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: Department Head Requesting Service 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5500
Contractor:	Southeastern Surveying and Mapping Corporation Attention: Gary B. Krick 6500 All American Boulevard Orlando, Florida 32810 (407) 292-8580 Ext. 2202 – Telephone (407) 292-0141 – Facsimile gkrick@southeasternsurveying.com

Any 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.

26. 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.

27. 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 document intentionally left blank

Witnesses:

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

Printed Name: _____

By: _____

Gary B. Krick, 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.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Gary B. Krick, as President of Southeastern Surveying and Mapping Corporation, a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

HOURLY RATE SCHEDULE
CONTRACT FOR PROFESSIONAL SURVEYING SERVICES
CITY OF PORT ORANGE RFSQ # 16-33

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: Southeastern Surveying and Mapping Corporation

<u>Category of Employee</u>	<u>Hourly Rate</u>
Professional Surveyor & Mapper/PSM.....	\$ 130.00
Professional Engineer	\$ 130.00
SUE Project Manager.....	\$ 130.00
Senior Technician	\$ 97.00
CADD Technician	\$ 86.00
1 Man Survey Field Crew	\$ 94.00
2 Man Survey Field Crew	\$ 130.00
3 Man Survey Field Crew	\$ 164.00
4 Man Survey Field Crew	\$ 188.00
GIS Analyst.....	\$ 97.00
GIS Technician	\$ 86.00
1 Man GPS Crew	\$ 76.00
2 Man GPS Crew	\$ 130.00
Senior Utility Coordinator	\$ 130.00
Utility Coordinator.....	\$ 97.00
2 Man SUE Field Crew	\$ 210.00
3 Man SUE Field Crew	\$ 243.00

Expenses/Schedule of Reimbursable Charges

Sketch of Description (per SD)..... \$495.00/per SD

Plat Review Services

Initial Review includes Second Review.....	\$770.00 / per Plat (up to two (2) sheets) \$22.00 /per lot (over two (2) sheets)
Third or Additional Review Same Plat	\$346.00
Exploratory Excavation Projects.....	\$ 323.00 / hour
Concrete Radar Mapping/Imaging 1 Man Crew.....	\$ 210.00 / hour
GPR Bore Route	\$564.00 / each

Vacuum Excavation / Test Holes

1 Test Hole/Dirt	\$463.00
1 Test Hole/Asphalt/Concrete.....	\$575.00
2 - 19 Test Holes/Dirt.....	\$396.00 / each
2 - 19 Test Holes/Asphalt/Concrete	\$452.00 / each
20 - 49 Test Holes/dirt.....	\$362.00 / each
20 - 49 Test Holes/asphalt/concrete	\$407.00 / each
50 - 99 Test Holes/dirt.....	\$312.00 / each
50 - 99 Test Holes/asphalt/concrete	\$362.00 / each
100 or more Test Holes/dirt	\$277.00 / each
100 or more Test Holes/asphalt/concrete	\$316.00 / each

Vacuum Excavation for Environmental Services

1 - 9 Monitoring Wells/Soil Samples	\$283.00 / each
10 - 19 Monitoring Wells/Soil Samples	\$227.00 / each
20 - 49 Monitoring Wells/Soil Samples	\$170.00 / each

Maintenance of Traffic (MOT)

SSMC MOT Lane Closures (Day)	\$594.00 / per lane
SSMC MOT Lane Closures (Night).....	\$792.00 / per lane

EXHIBIT “2”
(Consisting of 3 pages)

TASK AUTHORIZATION NO. _____
Professional Survey Services Contract dated _____
Between the City of Port Orange, Florida and SouthEastern Surveying and Mapping Corporation

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **SOUTHEASTERN SURVEYING AND MAPPING CORPORATION**, a Florida corporation with its principal place of business at _____ ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Professional Survey Services Contract dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. _____.
6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

Printed Name: _____

By: _____
Gary B. Krick, President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA 5749]



CITY OF PORT ORANGE PROFESSIONAL SURVEY SERVICES CONTRACT

This Professional Survey Services Contract ("Contract") is entered into this ____ day of _____, 2017, 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 **CPH, Inc.** ("Contractor"), a Florida corporation whose principal address is 500 West Fulton Street, Sanford, Florida 32771-1220. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with professional surveying services that meet the minimum technical standards as set forth by Florida Administrative Code Rule 61G17-6 regulated and adopted by Florida Statutes 472.027. The Contractor shall further provide and/or perform these professional surveying services for a variety of projects being administered by various City departments. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Contractor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Contractor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications ("RFSQ") No. 16-33, and SouthEastern Surveying and Mapping Corporation Proposal dated December 19, 2016 attached hereto as Exhibit "1." Complete copies of RFSQ No. 16-33 and CPH, Inc. Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

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

Term: The initial term of this Contract shall commence upon the last date the Contract is signed by the Parties and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon mutual written agreement of the Parties, this Contract may be renewed for two (2) additional two (2) year periods. Renewal(s) shall be subject to review and approval by the City Manager.

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 of Services: This Contract standing alone does not authorize the purchase of any work or services to be provided by the Contractor, or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) or written Task Authorization(s) issued and executed by the City. A sample Task Authorization is attached hereto as Exhibit "2." 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. Contractor agrees that all pricing shall remain valid during the Term(s) of this Contract.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," pursuant to periodic Quotes and Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) for amounts that exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per annual term of this Contract. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Contractor plus 10%. This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the then current fiscal year. 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 Department Head requesting service shall perform contract administration of this Contract. 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 20 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 119.10, 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

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation

may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings — Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage- \$1,000,000 minimum	

12. 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.

13. 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. Liability for Loss or Damage. 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.

19. 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.

20. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

21. 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.

22. 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.**

23. 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.

24. 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.

25. 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: Department Head Requesting Service 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5500
Contractor:	CPH, Inc. Attention: David A. Gierach, President 500 West Fulton Street Sanford, Florida 32771 (407) 322-6841 – Telephone (407) 330-0639 – Facsimile phunt@cphcorp.com

Any 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.

26. 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.

27. 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 document intentionally left blank

Witnesses:

CPH, Inc.

Printed Name: _____

By: _____

David A. Gierach, 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.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by David A. Gierach, as President of CPH, Inc., a Florida corporation, and who:

[Notary: Please select one]

☐

is personally known to me; or

☐

has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Rates & Reimbursables

Category	Rate
Principal	\$160
Senior Project Manager	\$150
Project Manager	\$140
Professional Engineer	\$130
Senior Project Engineer	\$125
Project Engineer	\$115
Project Designer	\$110
Principal Traffic Engineer	\$160
Senior Traffic Engineer	\$135
Traffic Engineer	\$115
Traffic Analyst	\$105
Principal Environmental Scientist	\$160
Senior Environmental Scientist	\$125
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$160
Senior Planner	\$130
Planner	\$100
Principal Architect	\$160
Senior Architect	\$140
Senior Architectural Manager	\$130
Architect	\$125
Senior Architectural Designer	\$120
Architectural Designer	\$105
Architectural Coordinator	\$85
Principal Structural Engineer	\$160
Senior Structural Engineer	\$140
Structural Engineer	\$115
Principal MEP Engineer	\$160
Senior MEP Project Engineer	\$140
MEP Project Engineer	\$115
MEP Project Designer	\$110
MEP Design Technician	\$95

Category	Rate
Principal Landscape Architect	\$160
Senior Landscape Architect	\$125
Landscape Architect	\$105
Senior Landscape Designer	\$100
Landscape Designer	\$85
Project Coordinator	\$90
Senior Design Technician	\$105
Design Technician	\$95
Senior CADD Technician	\$85
CADD Technician	\$75
Administrative	\$75
Clerical II	\$60
Clerical I	\$40
Senior Graphic Designer	\$125
Graphic Designer	\$75
Senior Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$100
Construction Field Personnel I	\$80
Principal Surveyor	\$160
Senior Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$100
Field Crew Coordinator	\$95
Survey Party Chief	\$75
Survey Instrument Man	\$65
Surveying Sr CADD Tech	\$90
Surveying CADD Tech	\$75
Survey Crew (2 Man)	\$135
Survey Crew (Construction Staking - 2 Man)	\$160
Survey Crew (3 Man)	\$155
GPS (1 Man) / Robotics	\$130
GPS (2 Man)	\$165
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

Copies (B&W)	
8.5 x 11	\$0.05 Each
8.5 x 14	\$0.10 Each
11 x 17	\$0.20 Each

Copies (Color)	
8.5 x 11	\$0.25 Each
8.5 x 14	\$0.30 Each
11 x 17	\$0.35 Each

MyIars	
24 x 36	\$9.00 Each
32 x 42	\$13.00 Each

Plots (B&W)	
11 X 17	\$ 0.21 Each
12 X 18	\$ 0.24 Each
15 X 21	\$ 0.35 Each
34 X 22	\$ 0.83 Each
24 X 36	\$ 0.96 Each
30 X 42	\$ 1.42 Each
36 X 48	\$ 1.92 Each

Plots (Color/Bond)	
24 x 36	\$24.00 Each
30 x 42	\$35.00 Each
36 x 48	\$48.00 Each

Mileage	At Current IRS Rates
Phone	At Cost
Postage	At Cost
Outside Reimbursables	At Cost

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: May 25, 2016

cph

EXHIBIT “2”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____
Professional Survey Services Contract dated _____
Between the City of Port Orange, Florida and CPH, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **CPH, INC.**, a Florida corporation with its principal place of business at 500 West Fulton Street, Sanford, Florida 32771-1220 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Professional Survey Services Contract dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. ____.
6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

CPH, Inc.

Printed Name: _____

By: _____
David A. Gierach, President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA 5750]



CITY OF PORT ORANGE PROFESSIONAL SURVEY SERVICES CONTRACT

This Professional Survey Services Contract ("Contract") is entered into this ____ day of _____, 2017, 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 **SLIGER & ASSOCIATES, INC.** ("Contractor"), a Florida corporation whose principal address is 3921 Nova Road, Port Orange, Florida 32127. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with professional surveying services that meet the minimum technical standards as set forth by Florida Administrative Code Rule 61G17-6 regulated and adopted by Florida Statutes 472.027. The Contractor shall further provide and/or perform these professional surveying services for a variety of projects being administered by various City departments. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Contractor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Contractor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications ("RFSQ") No. 16-33, and SouthEastern Surveying and Mapping Corporation Proposal dated December 19, 2016 attached hereto as Exhibit "1." Complete copies of RFSQ No. 16-33 and Sliger & Associates, Inc. Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

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

Term: The initial term of this Contract shall commence upon the last date the Contract is signed by the Parties and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon mutual written agreement of the Parties, this Contract may be renewed for two (2) additional two (2) year periods. Renewal(s) shall be subject to review and approval by the City Manager.

Manner and Place: 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 of Services: This Contract standing alone does not authorize the purchase of any work or services to be provided by the Contractor, or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) or Task Authorization(s) issued and executed by the City. A sample Task Authorization is attached hereto as Exhibit "2." 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. Contractor agrees that all pricing shall remain valid during the Term(s) of this Contract.

2. **City Obligations.** In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," pursuant to periodic Quotes and Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) for amounts that exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per annual term of this Contract. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Contractor plus 10%. This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the then current fiscal year. 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 Department Head requesting service shall perform contract administration of this Contract. 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 20 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 119.10, 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

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation

may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Buildings Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings — Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage- \$1,000,000 minimum	

12. 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.

13. 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. Liability for Loss or Damage. 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.

19. 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.

20. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

21. 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.

22. 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.**

23. 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.

24. 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.

25. 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: Department Head Requesting Service 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5500
Contractor:	Sliger & Associates, Inc. Attention: Joseph E. Zapert, President 3921 Nova Road Port Orange, Florida 32127 (386) 761-5385 – Telephone (386) 760-0619 – Facsimile jzapert@sligerassociates.com

Any 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.

26. 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.

27. 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:

SLIGER & ASSOCIATES, INC.

Printed Name: _____

By: _____

Joseph E. Zapert, 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.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Joseph E. Zapert, as President of Sliger & Associates, Inc., a Florida corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

HOURLY RATE SCHEDULE
CONTRACT FOR PROFESSIONAL SURVEYING SERVICES
CITY OF PORT ORANGE RFSQ # 16-33

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: Sliger & Associates

<u>Category of Employee</u>	<u>Hourly Rate</u>
Principal	\$110.00
Project Manager	\$110.00
CADD Technician.....	\$ 80.00
Principal Surveyor.. ..	\$110.00
Survey Crew (2 Man)	\$135.00
Research	\$ 55.00

Expenses/Schedule of Reimbursable Charges

Description (Prints) \$2.00 - \$4.00.....	\$ 0.00
---	---------

EXHIBIT “2”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____
Professional Survey Services Contract dated _____
Between the City of Port Orange, Florida and Sliger & Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **SLIGER & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 3921 Nova Road, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Professional Survey Services Contract dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. ____.
6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

SLIGER & ASSOCIATES, INC.

Printed Name: _____

By: _____
Joseph E. Zapert, President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA 5751]



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2017, 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 **DSR CONSTRUCTION, INC.** ("Contractor"), a Florida corporation whose principal address is 510 South Riverside Drive, Florida 32132. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with construction of two (2) illuminated City gateway/welcome signs. One sign will be located within the Ridgewood Avenue median at the northern City limit and the other sign will be located along the east side of Ridgewood Avenue right-of-way at the southern City limit. Contractor will be responsible for providing all labor and materials to properly construct the project as described in the bid plan specifications, and as more specifically described in Intent to Bid ("ITB") No. 17-09, Addendum No. 1, and DSR Construction, Inc. Proposal attached hereto as Exhibit "1." Complete copies of ITB No. 17-09 and Addendum No. 1 is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

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

Term: This Contract shall be effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within 150 calendar days from issuance of a Notice to Proceed and final completion 30 calendar days thereafter ("Term").

Manner and Place: The work shall be performed in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) 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 of Services: This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor, or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City.

Liquidated Damages: Contractor shall pay Nine Hundred Fifty-Eight and 00/100 Dollars (\$958.00) for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Seventy-Four Thousand Three Hundred Ninety-Nine and 90/100 Dollars (\$74,399.90) for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. 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, Wayne Clark, shall perform contract administration of this Contract. 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:

- (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 20 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 119.10, 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

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
-----------	-----------	----------

Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	<u>Limits:</u> Coverage - \$1,000,000 minimum	

12. 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.

13. 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. Liability for Loss or Damage. 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.

19. 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.

20. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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: Wayne Clark, Community Development Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5610
Contractor:	DSR Construction, Inc. Attention: Daniel Scott Rogers, President 510 South Riverside Drive Edgewater, Florida 32132 (386) 690-6209 – Telephone (855) 301-8411 – Facsimile Dan@dsrconstructioninc.com

Any 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.

26. 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.

27. 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 document intentionally left blank

Witnesses:

DSR CONSTRUCTION, INC.

Printed Name: _____

By: _____

Daniel Scott Rogers, 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.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Daniel Scott Rogers, as President of DSR Construction, Inc., a Florida corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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



ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING
BID FORM REVISED PER ADDENDUM NO. 1

CITY OF PORT ORANGE
CITY GATEWAY SIGNS

ITB # 17-09

Completed Exhibit 1 Bid Proposal form **MUST** be included with Bid Submission

Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted green cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

CONTACT PERSON:

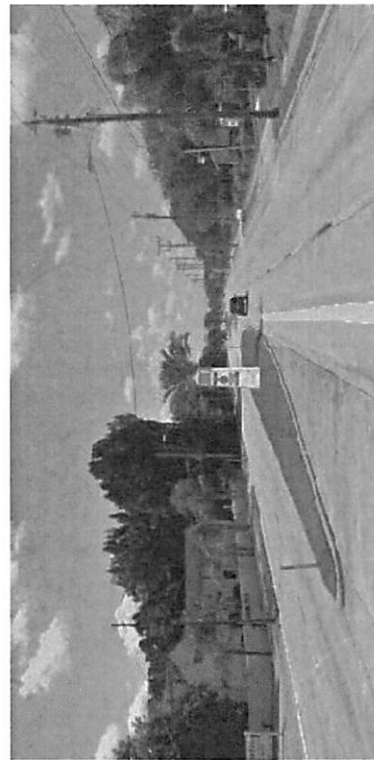
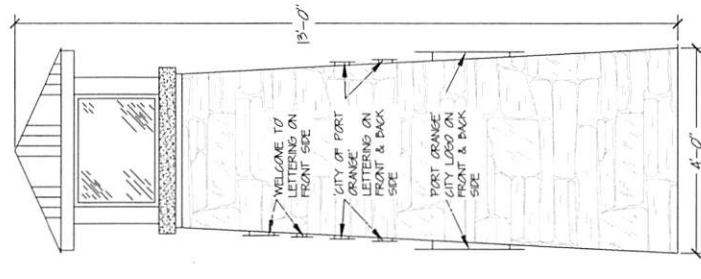
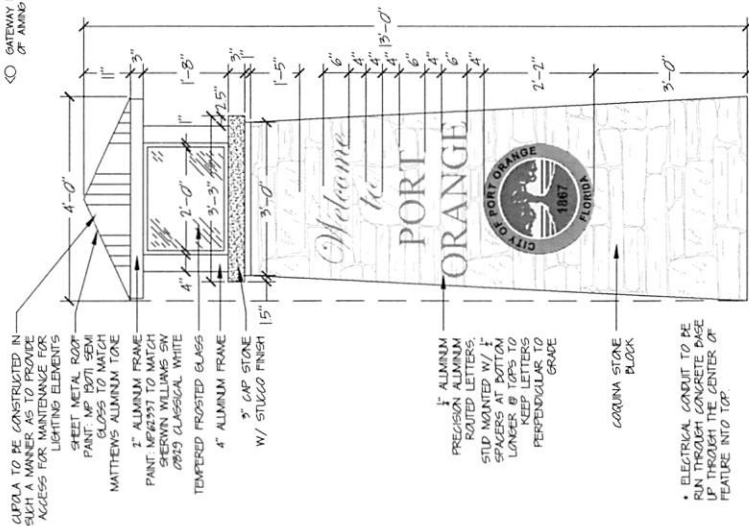
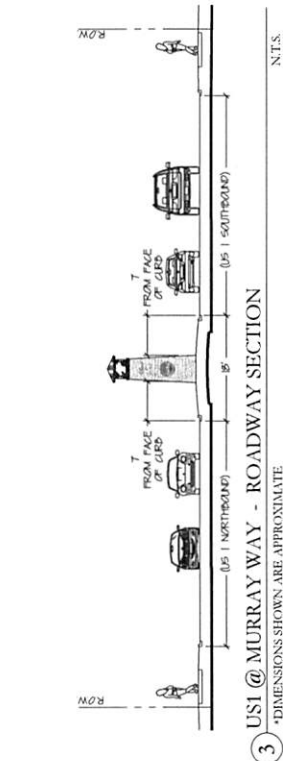
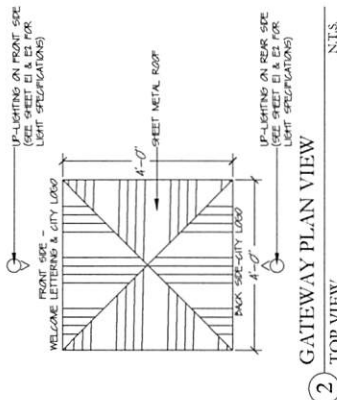
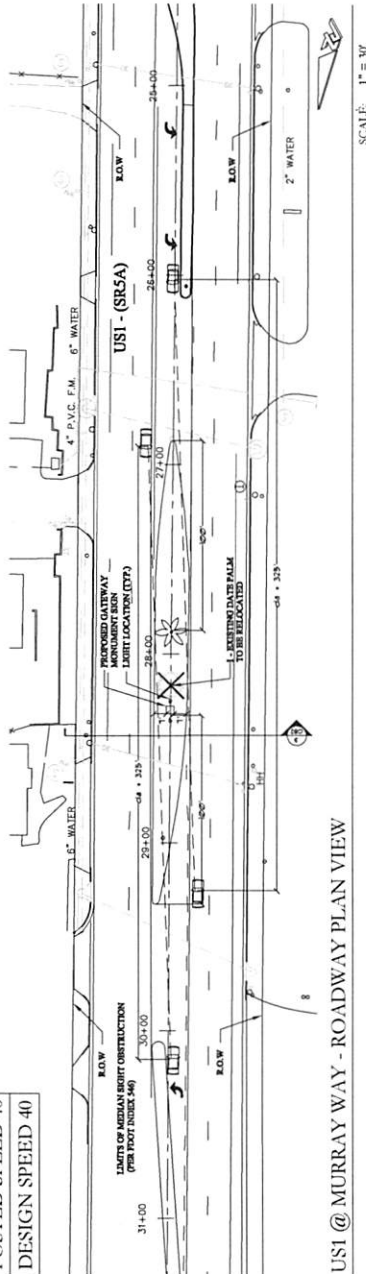
EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST INSTALLED	TOTAL COST
1	Sign No.1 (Ridgewood Ave.Median at Northern City Limit)	1	LS	\$	\$ 36,444
2	Sign No.2 (East Side of Ridgewood Ave. Right-of Way Southern City Limit)	1	LS	\$	\$ 36,444
3	FPL Cost - Attachment No. 3	1	EA	\$	\$ 1,511.90
				TOTAL BASE BID	\$ 74,399.90

74,399⁹⁰

EXHIBIT "1"



CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENTS OF QUALIFICATIONS

PROFESSIONAL SURVEY SERVICES

RFSQ #16-33



City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Prepared by: Diana M. Fye, CPPB, Purchasing Manager
Release Date: November 21, 2016

Statement of Qualifications Due Date and Time:
December 19, 2016 at 2:30 p.m.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

RFSQ #16-33 Professional Survey Services

Notice is hereby given that the City of Port Orange, Florida pursuant to and in compliance with the Consultants Competitive Negotiation Act, Florida Statutes 287, Section 287.055 is seeking Statements of Qualifications for Survey Services, to perform professional surveying services that meet the minimum technical standards as set forth by F.A.C. rule 61G17-6 regulated and adopted by Florida Statutes 472-027. The surveyor(s) shall provide and or perform these professional surveying services for a variety of projects being administered by various City departments. Such services may include but not necessarily limited to: Capital Improvement Projects, projects to improve, expand or modify existing public facilities, property acquisition, and easements.

Submissions of Statements of Qualifications (Statements) will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on December 19, 2016** which may be amended by addendum issued by the City. All untimely Statements will not be considered and will be returned to the Proposer unopened. All Statements will be evaluated to ensure they contain all required forms in order to deem the Proposer responsive or non-responsive. Statements will be opened and read aloud at 2:30 P.M. in Council Chambers.

DESCRIPTION: Professional Survey Services

All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in the RFSQ. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2.256 and the Policies and Procedures as set forth in the City's Purchasing Manual. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

Copies of the RFSQ documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, purchdiv@port-orange.org and reference "Questions on RFSQ #16-33 Professional Survey Services" in the subject line. Last day for questions will be **December 5, 2016 at 5:00 PM.**

All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

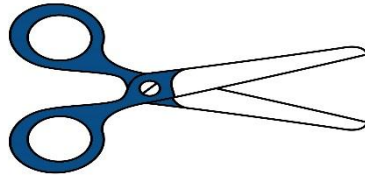
No Statements received after the time and date specified for the opening will be considered. The City of Port Orange reserves the right to negotiate modifications to any submittal that it deems to be acceptable; to reject with or without cause, any or all submittals, or to interview or not interview individual submitters, to waive any non-substantial irregularity in submissions received in whole or in part whenever such waiver or rejection is in the best interest of the City.

Statements of Qualifications shall be **submitted in the City Clerk's office** with one (1) original, six (6) identical copies and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed

to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFSQ #16-33 Professional Surveying Services"**.

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **November 21, 2016**

Cut along the outer border and affix this label to your sealed Statement envelope/package to identify it as a "Sealed Statement of Qualifications". Be sure to include the name of the company submitting the Statement where requested.



SEALED STATEMENT OF QUALIFICATIONS • DO NOT OPEN

SEALED STATEMENT NO. RFSQ #16-33

STATEMENT TITLE: Professional Surveying Services

DUE DATE/TIME: December 19, 2016 at 2:30 pm

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: City of Port Orange City Clerk's Office
Attn: Diana M. Fye, CPPB, FCPA
Purchasing Manager
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	6
SECTION 2 – INSTRUCTIONS TO VENDORS	7
SECTION 3 – SCOPE OF SERVICES.....	11
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	14
SECTION 5 – GENERAL TERMS AND CONDITIONS	18
SECTION 6 – SPECIAL CONDITIONS	44
SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS	45
SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS.....	49
SECTION 9 – REQUIRED FORMS.....	53
FORM 9.1 – STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST	53
FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM	54
FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	55
FORM 9.6. – ANTI-COLLUSION FORM	58
FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS.....	59
FORM 9.8 – TRUTH-IN-NEGOTIATION CERTIFICATE	60
FORM 9.9 - VENDOR APPLICATION.....	61
W-9 Form.....	63

[Remainder of this page left intentionally blank]

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications from Vendors for the provision of Survey Services, to perform professional surveying services that meet the minimum technical standards as set forth by F.A.C. rule 61G17-6 regulated and adopted by Florida Statutes 472-027. The surveyor(s) shall provide and or perform these professional surveying services for a variety of projects being administered by various City departments. Such services may include but not necessarily limited to: Capital Improvement Projects, projects to improve, expand or modify existing public facilities, property acquisition, and easements, as described herein. It is the City's intent to award to three (3) or more firms a basic contract to provide the necessary services for a period of three (3) years, with two (2) extensions of two (2) years each.

Authorization for performance of services by the selected firm(s) under the basic contract shall be in the form of Quotes and a written Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) signed by the firm, executed and issued by the City for amounts that exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) during the term of the contract. Each project shall be negotiated at the time of the development of the scope of work based on the established man hour rates of the basic contract. Each Purchase Order or Task Authorization shall describe the services required, state the commencement and completion date of work and establish the amount and method of payment. The Purchase order or Task Authorization will be issued under, and incorporate the terms of the basic contract. The City makes no covenant or promise as to the number of available projects or that the firm will perform any project for the City during the life of the basic contract. The basic contract does not authorize the performance of any work or require the City to place orders for work. Expiration of the term of the basic contract will have no effect upon Task Authorizations issued pursuant to the basic contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Task Authorization.

It is the intent and purpose of the City of Port Orange (City) that this Request for Statement of Qualifications promotes competitive selection. It shall be the Vendor's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFSQ to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed Statements of Qualifications including one original copy, six (6) identical copies, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: November 21, 2016

Deadline for Questions: December 5, 2016 by 5:00 p.m.

Final Addendum Posting: December 12, 2016

Statements Due: December 19, 2016 by 2:30 p.m.

Evaluation Committee Meeting..... Week of January 6, 2017

City Council Meeting for Approval of Recommendation of AwardJanuary 17, 2017

Statements of Qualifications must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than the date and time listed in the Timeline above. All times referenced are local time.

Statements of Qualifications shall be sealed and Vendors should clearly indicate on the outside of their submission the following:

- a) Request for Statements of Qualifications (RFSQ) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Statements of Qualifications to the City prior to the deadline set for receiving statements. Carrier and hand deliveries of Statements will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Statements received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their Statement package. **Faxed Statements shall be rejected as non-responsive regardless of where or when the fax is received.**

All Statements of Qualifications will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of Statements) regarding this RFSQ are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Statements or parts of Statement, if it is in the best interest of the City.

QUESTIONS REGARDING THIS RFSQ:

All questions shall reference “Questions on RFSQ # and Title” in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
dfye@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Statement Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFSQ or in any addendum to this RFSQ. Where there appears to be a conflict between the RFSQ and any addenda issued, the last addendum issued will prevail.

It is the Vendor’s responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Statement that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Statements. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a Statement.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

The failure of Vendors to submit acknowledgement of any addenda that affects the RFSQ required documentation is considered a major irregularity and will be cause for rejection of the Statement.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFSQ submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor’s responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFSQ. Lack of understanding and/or misinterpretation of any portions of this RFSQ shall not be cause for withdrawal of your Statement after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit a Sunbiz report showing your company registered as “Active”.

Vendors must be properly registered and licensed to engage in the scope of work pertaining to this RFSQ, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided “Professional References” form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFSQ. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Statements for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFSQ.

EXCEPTIONS TO SPECIFICATIONS:

If you are taking exception to any portion of the RFSQ specifications, indicate those exceptions as stated on the Vendor’s Acknowledgement Form.

STATEMENT OF QUALIFICATIONS SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Statements, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Statements become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF STATEMENTS OF QUALIFICATIONS:

Correction of inadvertently erroneous Statements shall be permitted up to the time of RFSQ opening. Vendors shall not be allowed to modify their Statements after the opening time and date.

WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS:

NO Statement of Qualifications shall be withdrawn for a period of ninety (90) days subsequent to the Statement opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Statement confers no right of withdrawal or modification after the Statement has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Statement shall not be resubmitted.

OPENING OF STATEMENTS OF QUALIFICATIONS:

Statements of Qualifications will be received until the date and time stated in this RFSQ and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Statement not properly addressed and identified.

REJECTION OF STATEMENTS OF QUALIFICATIONS:

The City reserves the right to reject any and/or all Statements when such rejection is in the best interest of the City.

STATEMENTS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[The remainder of this page is intentionally left blank]

SECTION 3 – SCOPE OF SERVICES

PROJECTS:

The surveyor(s) must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by F.A.C. rule 61G17-6 regulated and adopted by Florida Statutes 472.027. The surveyor(s) shall further provide and/or perform these professional surveying services for a variety of projects being administered by various City departments. Such services may include but not necessarily be limited to: Capital Improvement Projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements.

SERVICES:

The surveyor(s) shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The surveyor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner.

SCOPE:

The scope of such professional surveying service to be provided and/or performed by the surveyor may include but not necessarily limited to providing and/or performing such services or tasks as:

- a. Property or Right-Of-Way Surveys – for use in acquiring or conveying property or Rights-Of-Way by purchase of condemnation and for the preparation of property acquisition or conveyance documents, to include related legal descriptions.
- b. Preparation of metes and bound legal description for annexation or other such purposes, and preparation of updated legal descriptions of the municipal corporate limits in conjunction with annexations.
- c. Topography Surveys – for use by in-house design professionals and others as the basis for the development of maps, plans and designs for construction projects.
- d. Tree Surveys – for use in providing support documentation for construction project plans review and plans permitting.
- e. Easements – signed, sealed sketches and legal descriptions for use in acquiring or granting easement rights, and for the preparation of other easement agreement documents, to include related legal descriptions.
- f. Construction Surveys – for use in the layout and staking construction projects, or for the verification of compliance with contract document requirements with respect to the horizontal and/or vertical locations of construction work done by contractors.

- g. Excavation/Borrow Material Quantity Surveys – for use in determining the quantities of excavated or borrow material or the quantities of backfill or stored materials involving sub-surface, sub-aqueous or above ground materials.
- h. Re-establishment of Property Boundaries and Monuments - for use in verifying, identifying or re-establishing the location of property boundaries, comers, lines or monuments.
- i. Control of Aerial Surveying - for use in establishing horizontal and vertical ground control for aerial surveying to be done by others, or for field verifications of the accuracy of aerial surveying documents prepared by others.
- j. Legal support Services or Testimony - for use in property or right-of- way condemnation proceedings; construction contract materials quantification dispute resolution; or other legal issues relating to public property easements, construction layout, boundary establishment or monumentation.
- k. As built Surveys, including topographic features, horizontal and vertical locations, elevations, etc. of physical features constructed under a specific project contract.
- l. Serve in the capacity as the City Surveyor for recordation of plats in accordance with Florida Statutes, Chapter 177.
- m. Elevation Certificates – for use in obtaining Flood Insurance for City properties and compliance with NFIP requirements.
- n. Other Services - such as professional surveying services as may be required in the planning and development of designs for construction projects, or for the administration of construction projects, or for the resolution of claims or disputes involving property boundaries or construction project layout or material quantities.

COMPENSATION:

The Surveyor's compensation shall be established and authorized for each project assignment on the basis of the hourly billable rates and related allowable costs as set forth in the basis contract. Compensation for any authorized cost which is not set forth in the contract shall not exceed the actual, documented out-of-pocket cost to the Surveyors plus ten percent (10%)

The contract (s) does not include retainer fees nor is there a minimum fee guaranteed during the contract period.

AUTHORIZATION OF SERVICES:

As individual projects are generated by the City, the Surveyor (s) will be provided with or will participate in the preparation of a general Scope of Services statement. This statement will provide the basis for the Surveyor and the City's project coordinator to mutually develop a more detailed, comprehensive Scope of Services. *NOTE* In the case of contract awards to multiple surveyors, and when it is deemed by the City that the required survey services are urgent, the City reserves the right to request turnaround and

completion time by each of the awarded surveyors and give that particular order or project to the surveyor with the quickest or fastest turnaround time.

Authorization for performance of services by the selected firm(s) under the basic contract shall be in the form of Quotes and a written Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) signed by the firm, executed and issued by the City for amounts that exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) during the term of the contract. Each project shall be negotiated at the time of the development of the scope of work based on the established man hour rates of the basic contract. Each Purchase Order or Task Authorization shall describe the services required, state the commencement and completion date of work and establish the amount and method of payment. The Purchase order or Task Authorization will be issued under, and incorporate the terms of the basic contract. The City makes no covenant or promise as to the number of available projects or that the firm will perform any project for the City during the life of the basic contract. The basic contract does not authorize the performance of any work or require the City to place orders for work. Expiration of the term of the basic contract will have no effect upon Task Authorizations issued pursuant to the basic contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Task Authorization.

[Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a

- Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under

the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time

vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.

- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads

and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

39. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

42. **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.

43. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

44. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

46. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45

CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

50. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

51. **INSURANCE**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of

subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

53. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. Upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work 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.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

54. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

57. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

60. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

61. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

62. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

63. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

64. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

65. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

66. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

67. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

68. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

69. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

70. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is mandatory and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

71. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

72. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

73. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

74. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

75. **PROHIBITION OF CONTINGENCY FEES**

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

For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

76. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe

that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

77. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

78. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

79. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

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

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

80. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

81. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

82. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

83. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port

Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

84. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

85. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

86. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

87. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

88. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

89. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

90. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

91. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

92. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

93. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

94. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

95. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

96. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

97. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as

authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

98. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

99. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

100. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at

<http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

101. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

102. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

103. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

104. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

105. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

106. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

107. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

108. **TRUTH-IN-NEGOTIATIONS (TINA)**

The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

109. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

110. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

111. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion,

make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

112. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

113. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

114. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Statements of Qualifications offered in this RFSQ must remain firm for a period of one hundred and twenty (120) days from the RFSQ opening date.

CONTRACT TERM / COMPLETION TIME:

As stated in Section 1, it is the City's intent to award to three (3) or more firms a basic contract to provide the necessary services required by the City.

The initial term of the contract shall be for three (3) years, and may, by mutual agreement between the City of Port Orange and the awardee, be extended two (2) additional two (2) year periods subject to City Manager authority, and, if needed, for 90 days after the last day of the current contract period.

[Remainder of this page left intentionally blank]

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all of the information solicited in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the Vendor's agreement and intent to follow and adhere to all statements and offerings contained within this RFSQ.

The sections of the submitted Statements that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Statements of Qualifications."

In conjunction with other material and information requested in the RFSQ, all Vendors responding to this solicitation shall provide one (1) original and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY:

- Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm.
- Provide a statement of the firm's qualifications, ability, and capacity to perform the scope of work, not exceeding ten (10) pages. Include a description of the manner in which you will successfully complete the proposed work.
- This section should also include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.
- Within this section, please also include a list, table, or graphic along with a short narrative explanation depicting services or practice areas in which the firm/team has exceptional expertise in specific service(s) or niche practices.

TAB B – QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL:

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
 - Names;
 - Titles;
 - Organization structure for the proposed project team;
 - Firm names (if sub-consultants are involved); and
 - Clearly identify the proposed role in the project team for each person.
- **For each person named**, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:
 - The professional qualifications and experience for each person;
 - A summary of experience on projects similar to that described by this RFSQ; and
 - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

TAB C – EXPERIENCE ON SIMILAR PROJECTS (include City of Port Orange projects):

- Without exceeding fifteen (15) pages total, provide descriptions at least three (3) projects of similar size and scope of this RFP and the manner in which you have experience and have completed or will successfully complete the work. Do not include projects completed more than five (5) years ago.
- Include the project name, date, location, associated team members, project summary, and the dates of completion or projected dates of completion.
- Describe any specific problems that were encountered during the project and how those problems were addressed.
- Where similar services were provided, list all contract terminations within the past five (5) years due to any circumstance other than contract expiration or non-renewal.
- Projects for the City of Port Orange may be included in this section.

TAB D – INNOVATIVE SOLUTIONS and PROJECT APPROACH:

- Provide example(s) of innovative solutions in which your firm’s involvement on a specific project resulted in cost savings.
- Explain in concept how your firm will deliver projects on time and within budget.

TAB E – LICENSES/INSURANCE:

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as “Active.”
- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.

- Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB F – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

- All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.
- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.

- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.

This shall include any debarment actions against your company by the City or other public entity.

- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB G – CLIENT REFERENCES FOR SIMILAR PROJECTS:

- Provide a minimum of three (3) and a maximum of five (5) Client References (**DO NOT INCLUDE THE CITY OF PORT ORANGE AS REFERENCES**) within the last five (5) years for the services described in this RFSQ. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

***The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.**

- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:
 1. What type of services did the Vendor do for you? What was the scope of the project?
 2. Did they meet the terms of the contract?
 3. Was the project completed on time and within budget?
 4. Did the Vendor keep you apprised on any issues with the project? How well did the Vendor communicate with you?
 5. Did they respond in a timely manner to calls, requests, etc.?

6. Did they provide adequate staff to take care of the needs of your company/agency?
7. Did the Vendor manage sub-consultants and/or sub-contractors?
8. How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?
9. What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 3-5 years?
10. Overall, would you recommend this Vendor?

TAB H – REQUIRED DOCUMENTS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your Statement of Qualifications, or a reduction in evaluation points. Required forms include:

- Form 9.1 Statement Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Authorized Signatures/Negotiators
- Form 9.8 Truth-In-Negotiations (TINA) Certificate
- Form 9.9 Vendor Application and W-9 Form

[Remainder of this page left intentionally blank]

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their Statements of Qualifications evaluated and scored for quality of response, qualifications and experience and engagement approach and schedule. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

EVALUATION CRITERIA for WRITTEN STATEMENTS of QUALIFICATIONS

CATEGORY SCORE

I. QUALIFICATIONS and RELATED EXPERIENCE: (Max 50 points as outlined below)

A. Company History, Qualifications, Ability, and Capacity (Key Principal)(15 points)

- 8-15 points – More than 5 years of related experience and able to meet City's needs
- 4-7 points – 3 to 4 years of related experience and able to meet City's needs
- 1-3 points – 1 to 2 years related experience and able to meet City's needs
- 0 points – No prior related experience

B. Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team) (20 points)

- 13-20 points – More than 5 years of related experience
- 6-12 points – 3 to 4 years of related experience
- 1-5 points – 1 to 2 years related experience
- 0 points – No prior related experience

C. Experience with Related Scope of Work Required with this RFSQ..... (15 points)

- 8-15 points – 3 or more directly related projects
- 4-7 points – 1 to 2 directly related projects
- 1-3 points – Similar but not directly related projects
- 0 points – No directly related or similar projects

II. STRENGTH of STATEMENT of QUALIFICATIONS: (Max 20 points as outlined below)

D. Clarity/Completeness of Statement (10 points)

- 8-10 points – Statement is exceptionally well written and clearly addresses all issues outlined in the RFSQ
- 4-7 points – Statement is understandable and addresses most of the specific issues outlined in the RFSQ
- 1-3 points – Statement is somewhat understandable and addresses some of the issues outlined in the RFSQ
- 0 points – Statement does not address issues outlined in the RFSQ

E. Understanding of Scope of Services (10 points)

- 8-10 points – Demonstrated exceptional understanding of the scope of services
- 4-7 points – Understands the scope of services
- 1-3 points – Has some understanding of the scope of services
- 0 points – Has no solid or working understanding of the scope of services

III. INNOVATIVE SOLUTIONS and PROJECT APPROACH: (Max 10 points as outlined below)

F. Quality of Innovative Solutions and Project Approach (10 points)

- 8-10 points – Innovative solutions and project approach is exceptionally detailed, well organized, and shows project milestones and staff assignments and clearly demonstrates capacity to carry out a project within set deadlines
- 4-7 points – Innovative solutions and project approach is generally organized and shows a capacity to carry out tasks but lacks sufficient detail
- 1-3 points – Innovative solutions and project approach is addressed but poorly organized
- 0 points – Innovative solutions and project approach is not addressed or is difficult to understand and not organized

IV. SUPPORT DOCUMENTATION: (Max 20 points as outlined below)

G. LICENSES/INSURANCE:

1. Copies of Required Licenses, Certifications, Sunbiz Report, Proof of Insurance..... (5 points)

- 5 points – Provided copy of State of Florida business license and/or Sunbiz report, proof of insurability per insurance requirements listed in the RFSQ, and professional licenses and certifications for each team member
- 3-4 points – Provided only copy of Sunbiz report, proof of insurability per insurance requirements listed in the RFSQ, and professional licenses and certifications for each team member
- 1-2 points – Provided only copy of Sunbiz report and proof of insurability per insurance requirements listed in the RFSQ
- 0 points – Provided neither licenses, certificates, nor proof of insurability per insurance requirements listed in the RFSQ

H. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

1. Litigation and Debarment History..... (5 points)

- 5 points – No Litigation nor Debarment history in last 5 years
- 3-4 points – Litigation and/or Debarment history in last 5 years, no actions taken against firm
- 1-2 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current active litigation and/or debarment actions
- 0 points – Current active Litigation action and/or Debarment action in current year

I. REFERENCES:

1. A minimum of three (3) references all from similar projects that have been successfully completed within the past 5 years (5 points)

2. References were able to be contacted and verified..... (5 points)

Total Maximum Points

(100 points)

RFSQ SCHEDULE:

Refer to the Timeline in Section 2 of the RFSQ document regarding proposed evaluation date(s) and time(s). *The City reserves the right to alter dates as needed.*

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and **may** include a City Council Member or who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All Statements of Qualifications will be subject to a review and evaluation process pursuant to and in compliance with the Consultants Competitive Negotiation Act, Florida Statutes 287, Section 287.055. It is the intent of the City that all Firms responding to this RFSQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the Statement related to the Scope of Services;
2. The ability, capability and skill of the Vendor to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the Vendor;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;
9. Responsiveness of client references;
10. Such other information as may be secured.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the

presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA for ORAL PRESENTATIONS</u>	<u>CATEGORY SCORE</u>
<i>I. <u>QUALIFICATIONS and RELATED EXPERIENCE:</u> (Max 60 points outlined below)</i>	
<i>A. Company History, Qualifications, Ability, and Capacity (Key Principal).....</i>	<i>(20 points)</i>
<i>B. Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team)</i>	<i>(20 points)</i>
<i>C. Experience with Related Scope of Work Required with this RFSQ.....</i>	<i>(20 points)</i>
<i>II. <u>STRENGTH of PROPOSAL AND PRESENTATION:</u> (Max 40 points outlined below)</i>	
<i>D. Understanding of Scope of Services</i>	<i>(20 points)</i>
<i>E. Quality of Innovative Solutions and Project Approach</i>	<i>(20 points)</i>
<i>Total Maximum Points</i>	<i>(100 points)</i>

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST

_____ Form 9.2 – Vendor’s Acknowledgement Form

_____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form

_____ Form 9.4 – Drug Free Preference Statement

_____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3) (a) F.S. in Public Entity Crimes

_____ Form 9.6 – Affidavit of Anti-Collusion Form

_____ Form 9.7 – Authorized Signatures/Negotiators

_____ Form 9.8 – Truth-In-Negotiations (TINA) Certification

_____ Form 9.9 – Vendor Application Form

_____ W-9 Form

_____ Copy of Certificate of Insurance

_____ Submission of one (1) original marked “ORIGINAL”, six (6) identical copies, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statements of Qualifications (RFSQ) Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Statements of Qualifications at the prices or rates as finally negotiated. I agree that my Statement will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Statements of Qualifications.

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

I further certify that this Statement is made without prior understanding, contract, connection, discussion, or collusion with any person, firm or corporation submitting a Statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFSQ; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT OF QUALIFICATIONS IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.6. – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Statement of Qualifications is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Statement of Qualification for the same purpose and that the Statement of Qualifications is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Statements of Qualifications will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE STATEMENT OF QUALIFICATIONS REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Statement of Qualifications may be withdrawn for a period of one hundred and twenty (120) days subsequent to the submittal of the Statement of Qualifications, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 – TRUTH-IN-NEGOTIATION CERTIFICATE

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants Competitive Negotiation Act Section 287.055 Florida Statutes, and The Truth in Negotiations Act (TINA)

_____ (Contractor) hereby certifies that wage rates, fringe rates and other factual unit costs supporting the compensation for the _____ services of _____ to be provided under this Agreement, concerning _____ are accurate, complete and current as of the time of contracting.

The hereby undersigned representative submits this certification that they are an authorized representative of the proposer who may legally bind the proposer attest to the accuracy of the information:

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) Of _____ (name of corporation/entity). personally known to me as described herein _____, or produced a _____ (type of identification) as identification, and who did / did not take an oath.

Notary Public

Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

This document must be completed and returned with your Submittal

FORM 9.9 - VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange Date:___

Attn: Purchasing Division

(386) 506-5718

PurchDiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Name of Individual or Business Name: _____

Payment Remit To Name: _____

Name/Title of Authorized Company _____

Officer or Authorized Agent: _____

Taxpayer Identification Number (TIN): _____

Vendor is: () Corporation () Sole Proprietorship () Partnership
() Other (Explain) _____

Permanent Residence/Corporate Office Address:

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Payment Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Purchase Order Address (if different from Permanent Residence/Corporate Office Address):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Current W-9 Attached? Yes _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements. Vendor must submit proof of insurance coverage upon the City's request.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Authorized Person Completing Application: _____

Printed Name: _____ **Title:** _____

Date Signed: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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

W-9

(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	☐ Exempt payee
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)_____	
	☐ Other (see instructions) ^a	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

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

Social security number									
			-			-			

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

Employer identification number

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person

Date _____

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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



End of Solicitation Documents



INTENT TO AWARD

RFSQ # 16-33

PROFESSIONAL SURVEYING SERVICES

January 9, 2017

Purchasing received eight (8) proposal submittals for RFSQ # 16-33, Professional Surveying Services.

After review of the proposals submitted, the Evaluation Committee has made its recommendation to award to Southeastern Surveying & Mapping of Orlando, Florida; CPH, Inc. of Sanford, Florida; and Sliger & Associates, Inc. of Port Orange, Florida.

Recommendation to award will be presented for City Council approval on February 7, 2017.

**Diana M. Fye, CPPB, FCPA
Purchasing Manager**



CITY OF PORT ORANGE
EVALUATION SHEET for RANKING of PROFESSIONALS
INITIAL EVALUATION of WRITTEN PROPOSALS

RFSQ # 16-33 Professional Surveying Services

Evaluation Committee Meeting

Meeting Date: January 6, 2017 @ 2:00 p.m.

Company Name	Evaluation Committee Members					Total Ranking Score	Final Rank
	Marget Tomlinson	Linda Johnson	Chip Glor	Luis Leal	Susan Lovallo		
ATS Land Surveying, LLC	75	78	74	93	76	396	4
CPH, Inc.	78	96	76	82	98	430	2
Dewberry Engineers Inc.	77	65	74	85	67	368	5
DRMP, Inc.	73	62	74	88	60	357	6
ESP Associates, P.A.	66	49	70	56	58	299	8
Kuhar Surveying & Mapping LLC	58	75	74	72	69	348	7
Sliger & Associates, Inc.	93	80	91	47	86	397	3
Southeastern Surveying & Mapping	97	100	85	92	99	473	1

Motion to move to recommendation of award to the top three ranked firms was made by S. Lovallo. Motion was seconded by M. Tomlinson. Vote carried by the Committee 5-0.

RECOMMENDATION OF AWARD	
1	Southeastern Surveying & Mapping
2	CPH, Inc.
3	Sliger & Associates, Inc.

Purchasing Manager:



CITY OF PORT ORANGE, FLORIDA
RFSQ TABULATION SHEET

ALL STATEMENTS OF QUALIFICATIONS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. STATEMENTS OF QUALIFICATIONS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY STATEMENTS OF QUALIFICATIONS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER STATEMENTS OF QUALIFICATIONS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL STATEMENTS OF QUALIFICATIONS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

RFSQ NUMBER: RFSQ-16-33
RFSQ TITLE: PROFESSIONAL SURVEYING SERVICES
OPENING DATE/TIME: DECEMBER 19, 2016 AT 2:30 P.M.

	Response 1	Response 2	Response 3	Response 4
Submittal of Required Forms (mark "yes" or "no")	ATS Land Surveying, LLC Ormond Beach, Florida 32174	CPH, Inc. Sanford, Florida 32771	Dewberry Engineers Inc. Deland, Florida 32720	DRMP, Inc. Orlando, Florida 32814
9.1 Submittal Checklist	Yes	Yes	Yes	Yes
9.2 Vendor's Acknowledgment	Yes	Yes	Yes	Yes
9.3 Addendum/Change Order Acknowledgement	Yes	Yes	Yes	Yes
9.4 Drug Free Preference Statement	Yes	Yes	Yes	Yes
9.5 Statement on Public Entity Crimes	Yes	Yes	Yes	Yes
9.6 Affidavit of Anti-Collusion	Yes	Yes	Yes	Yes
9.7 Authorized Signatures/Negotiators	Yes	Yes	Yes	Yes
9.8 Truth-In-Negotiations (TINA) Certification	Yes	Yes	Yes	Yes
9.9 Vendor Information Form & W-9	Yes	Yes	Yes	Yes
Copy of Certificate of Insurance	Yes	Yes	Yes	Yes
1 Original, 6 Copies, 1 Digital Copy	Yes	Yes	Yes	Yes
Deemed Responsive?	Responsive	Responsive	Responsive	Responsive

Opened and tabulated by: Diana M. Fye, CPPB, FCPA, Purchasing Manager
Witnessed by: David Battaglia, Purchasing Agent



**CITY OF PORT ORANGE, FLORIDA
RFSQ TABULATION SHEET**

ALL STATEMENTS OF QUALIFICATIONS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. STATEMENTS OF QUALIFICATIONS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY STATEMENTS OF QUALIFICATIONS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER STATEMENTS OF QUALIFICATIONS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL STATEMENTS OF QUALIFICATIONS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

RFSQ NUMBER: RFSQ-16-33
RFSQ TITLE: PROFESSIONAL SURVEYING SERVICES
OPENING DATE/TIME: DECEMBER 19, 2016 AT 2:30 P.M.

	Response 5	Response 6	Response 7	Response 8
Submittal of Required Forms (mark "yes" or "no")	ESP Associates, P.A. Fort Mill, South Carolina 29708	Kuhar Surveying & Mapping LLC Ormond Beach, Florida 32176	Sliger & Associates, Inc. Port Orange, Florida 32127	Southeastern Surveying & Mapping Orlando, Florida 32810
9.1 Submittal Checklist	Yes	Yes	Yes	Yes
9.2 Vendor's Acknowledgment	Yes	Yes	Yes	Yes
9.3 Addendum/Change Order Acknowledgement	Yes	Yes	Yes	Yes
9.4 Drug Free Preference Statement	Yes	Yes	Yes	Yes
9.5 Statement on Public Entity Crimes	Yes	Yes	Yes	Yes
9.6 Affidavit of Anti-Collusion	Yes	Yes	Yes	Yes
9.7 Authorized Signatures/Negotiators	Yes	Yes	Yes	Yes
9.8 Truth-In-Negotiations (TINA) Certification	Yes	Yes	Yes	Yes
9.9 Vendor Information Form & W-9	Yes	Yes	Yes	Yes
Copy of Certificate of Insurance	Yes	Yes	Yes	Yes
1 Original, 6 Copies, 1 Digital Copy	Yes	Yes	Yes	Yes
Deemed Responsive?	Responsive	Responsive	Responsive	Responsive

Professional Services for the City of Port Orange

“Request for Statements of
Qualifications - Professional
Survey Services”

RFSQ #16-33



CPH, Inc.
500 West Fulton Street
Sanford, FL 32771
Phone: 407.322.6841
Fax: 407.330.0639





TABLE OF CONTENTS

Statement of Interest	Page 2
Tab A – Company History, Qualifications, Ability, and Capacity	Page 3
Tab B – Qualifications and Abilities of Professional Personnel	Page 13
Tab C – Experience on Similar Projects	Page 25
Tab D – Innovative Solutions and Project Approach	Page 28
Tab E – Licenses/Insurance	Page 32
Tab F – Financial Stability/Litigation and Debarment History	Page 37
Tab G – Client References for Similar Projects	Page 39
Tab H – Required Documents	Page 40



500 West Fulton Street
Sanford, FL 32771
Phone: 407-322-6841
Fax: 407-330-0639

December 19, 2016

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129

RE: Request for Statements of Qualifications - Professional Survey Services
RFSQ #16-33

CPH, Inc. (CPH) appreciates the opportunity to submit our qualifications to the City of Port Orange for Professional Surveying Services. CPH has the expertise and personnel to provide cost-effective and responsive services to the City on any proposed project. CPH has been providing consulting services since 1981, and this valuable experience and growth makes CPH a clear choice for the City of Port Orange. We understand that the City is looking for a team that can provide services on a continuing on-call basis for items that include: Boundary Survey, Topographic Survey, Hydrographic Survey, As-Built Survey, Construction Layout, Control Survey, Mean High Water Line Survey, Quantity Survey, Land Platting, Special Purpose Survey and other miscellaneous services related to surveying and mapping. The team is led by Mr. Thomas J. Galloway, PSM as Principal-in-Charge, Mr. Paul J. Katrek, PSM as Project Manager and Randy L. Roberts, PSM as QA/QC Manager. All have extensive experience, are supported by extensive staff resources, and are ready and available to work on projects for the City of Port Orange. Please consider the following in your evaluation:

CPH has staff members that are qualified to perform the work. Mr. Galloway has over 26 years of surveying and mapping experience and has worked in the Florida area his entire career, and is a Licensed Professional Surveyor. Mr. Katrek, also a licensed professional surveyor, has over 24 years of surveying and mapping experience and has also worked in the Florida his entire career. Mr. Roberts has over 42 years of experience, and has worked in the Florida his entire career, and is a Licensed Professional Surveyor. Their experience includes, but is not limited to municipal and private development projects. The three of them are supported by over qualified individuals that include licensed professional surveyors, certified survey technicians, survey field crews, and administrative staff.

CPH has a strong understanding of the survey and mapping field, an established quality control program and is committed to meeting the required time frames of any project schedule. The team has a wealth of resources and knowledge that will be applied to assigned projects. The team has the added value of having an on-staff G.I.S. Analyst. CPH has an outstanding quality control process. Our quality control procedure provides for an unbiased review by a Professional Surveyor that is not the responsible surveyor for the project. Field review of the platted data is also conducted to ensure the map is "real world" correct. This level of service, past history of experience and relationships with the City, ensures that CPH is the right team for this project. It is our goal to provide the best quality product to the City of Port Orange.

We hope you have a favorable review of our submittal, and look forward to working with the City of Port Orange.

Sincerely,
CPH, Inc.

A handwritten signature in black ink, appearing to read "Thomas J. Galloway", written over a horizontal line.

Thomas J. Galloway, PSM/Sr. Vice President



Tab A – Company History, Qualifications, Ability, and Capacity

CORPORATE HISTORY

CPH prides itself in its capability to “provide quality and innovation for design and construction.” In every aspect of the business, CPH takes pride in providing timely, cost effective and appropriate surveying and mapping services to support its clients and help them achieve their objectives. Known as a leading multi-disciplinary consulting engineering firm, CPH provides services in the following areas:

- Surveying & Mapping
- Master Planning
- Engineering Services (Civil, Structural, and Utilities)
- Architectural Services/Landscape Architecture
- Water/Wastewater/Reclaimed/Stormwater Systems
- Hydraulics and hydrology
- Environmental Sciences
- Transportation Engineering, including Traffic Planning and Design
- Land Planning/Zoning
- Construction Engineering and Inspection/Construction Management
- Other related fields

The Firm has been providing services in the area since the 1960’s and the Firm has been established since 1981 as a privately-owned Florida Corporation. In keeping with the company's philosophy to assure responsive and cost effective service, CPH has grown with branch offices housing approximately 210 employees in Florida, Georgia, Connecticut, Maryland, Massachusetts and Puerto Rico with the firm’s Corporate Headquarters located in Sanford, Florida. CPH's commitment to providing the highest level of service in an affordable manner has been achieved through emphasis on personalized services and direct involvement of top level CPH personnel, especially the owners of the corporation.



CPH'S QUALIFICATIONS, ABILITY, AND CAPACITY

Serving a variety of client disciplines throughout the United States, CPH, a premier provider of surveying and mapping services, is setting the standard in the industry. CPH's professionals include registered Professional Land Surveyors, certified survey technicians and survey field crews, all of whom are focused on providing quality surveying and mapping services. CPH utilizes sophisticated, state-of-the-art equipment and technology, such as GPS (global positioning system) and GIS (geographic information system), traditional total station surveying methods, the latest computer aided design software as well as High-Definition Laser Surveying with a Leica ScanStation P30 and two Leica ScanStation C10s. CPH's surveying and mapping services include:

- Specific Purpose Surveys
- Topographic Survey Including Safe Upland Lines
- Horizontal and Vertical Control Surveys
- High Definition Laser Scanning
- GPS Including Airport Base Control
- Boundary Surveys Including per SJRWMD Standards
- Wetland Line Location
- Sketch & Descriptions
- Quantity Surveys
- Parcel Split
- Subdivision Plats
- Expert Testimony
- Lake Level Monitoring
- Aerial Photogrammetry Control & Coordination
- Property Transactions Including Eminent Domain
- Plat Reviews
- As-Built Surveys
- GIS Including FEMA Flood Zones
- ALTA/NSPS Land Title Surveys

CPH provides surveying services to numerous clients. The services performed for these clients range from large to small surveying projects that include but not limited to the services as previously mentioned. CPH realizes the need to establish strong, ongoing relationships with our clients. Through continuing services contracts, we can structure ourselves to manage multiple assignments under a continuing services format and reinforce a commitment to achieving our client's surveying and mapping needs.

CPH is highly qualified to provide services for the City of Port Orange. We have provided a list of our continuing contracts and the survey projects we have performed below:

CITY OF PALM COAST – CONTINUING SURVEYING SERVICES

CPH has been providing general consulting services to the City of Palm Coast since 1965, and has been providing ongoing surveying and mapping services to the City since 2001. The team has provided various surveying services for projects that include: infrastructure improvements, water/wastewater facilities, stormwater improvements, roadway projects, parks projects and beautification/historic improvement projects. The projects identified below have included services such as boundary and topographic surveys, high definition 3D laser surveys, establishing limits of construction, basic/advanced field survey work, calculations, document preparation, sketch and descriptions. Complete Survey Projects:

- Belle Terre Community Park - Survey
- N. Belle Terre Park Clearing Limits Survey
- Boundary Surveys of Utility Plant Sites
- Wastewater Facility Improvements
- Stormwater Improvements Project
- Longs Creek Parcel Verification of Legal Description and Quit Claim Deed
- Survey for Well #SW-83 Location
- City Hall Council Chambers Addition
- Well LW23 - Survey and Legal Description
- Boundary and Topographic Survey regarding Consumptive Use Permit - WTP#3
- Whiteview & Belle Terre Pkwy. Intersection Improvements
- SRF Roadside Swale Rehab Project
- SRF Stormwater Improvement Mapping
- Continuing Surveying Review For Development Review Committee
- Cypress Knoll - Boundary and Wetland Delineation
- Belle Terre Parkway Roadway Improvements - 4-Lane Design
- Palm Coast Parkway & Brushwood Lane Intersection Improvements
- Continuing Surveying Services - Miscellaneous Plat Reviews
- Old Kings Rd. Reclaimed Watermain Improvements
- Tidwell Reclaimed Water Pumping System
- Old Kings Rd./Tri-Plex & Forcemain
- WTP#3 Concentrate Main & Watermain Improvements
- Right-of-Way Mapping - Belle Terre Parkway
- Sketch & Description - Belle Terre Parkway
- Pressure Main - Peavey Gr. Project
- Survey of 323 Underwood Trail
- Survey of 108 Midway Pk. - Lots 8 & 9
- Indian Trails Pedestrian Bridge
- Pinelakes Parkway Roadway Improvements

Client Contact: City of Palm Coast, Mr. Richard Adams, Director of Utilities, 2 Utility Drive
Palm Coast, Florida 32164, Phone: 386.986.2350

ORANGE COUNTY UTILITIES DEPARTMENT – ONGOING SURVEYING SERVICES

In conjunction with ongoing utility projects for Orange County, the team has provided various surveying services for projects that include pipeline replacements/relocations, water tank projects and pump station projects. The projects identified below have included services such as boundary surveys, establishing limits of construction, basic/advanced field survey work, calculations, document preparation and sketch and descriptions.

Complete Survey Projects:

- Orangewood Master Pump Station No. 3319
- South Shire Water Line Replacement
- Survey of Biofilters at Wastewater Pumping Facility
- Survey of 4' Force Main - Judge Rd. & Franconia Dr.
- Northwest Water Reclamation RAS & IR Pump Replacement Project
- Lake Marden Area Refuse
- Pump Station 3321 Rehab Project
- Pump Station 3377 Rehab Project
- Pump Station 3012 Elimination Project
- Pump Station 3020 Elimination Project
- Survey of University Shore Wastewater System
- Northwest Water Reclamation Facility - Reclaimed Water Tank Improvements

Client Contact : Orange County Utilities Dept., Mr. Charles Digerlando, 9150 Curry Ford Rd., Orlando, FL 32825, Phone: 407.254.9718

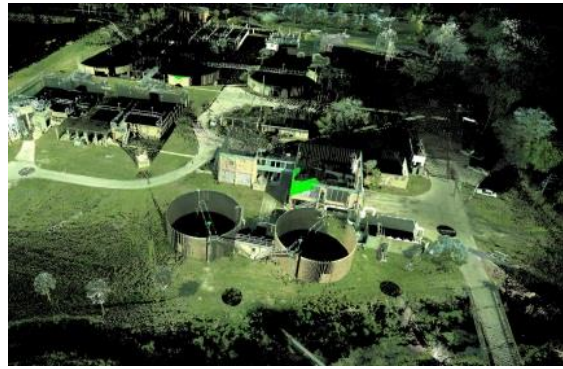
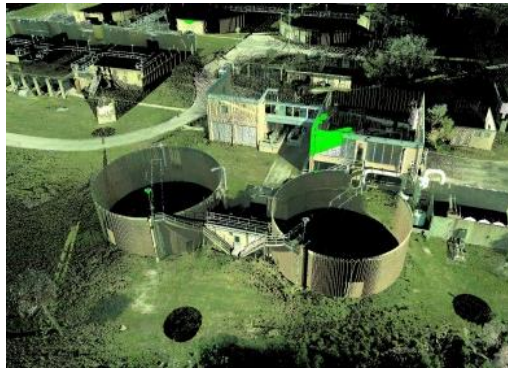
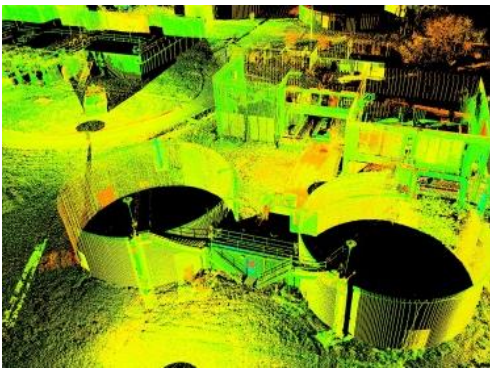
CITY OF OVIEDO – CONTINUING SURVEYING SERVICES

CPH has been providing general consulting services to the City of Oviedo since 1965, and has been providing ongoing surveying and mapping services to the City since 2001. The team has provided various surveying services for projects that include: Infrastructure improvements, water/wastewater facilities, stormwater improvements, roadway projects, parks projects and beautification/historic improvement projects. The projects identified below have included services such as boundary and topographic surveys, high definition 3D Laser surveys, establishing limits of construction, basic/advanced field survey work, calculations, document preparation, sketch and descriptions:

Complete Survey Projects:

- Southwest Well Field Project
- Reclaimed Water System
- Topographic Survey of the Sugarberry Ditch Project
- Specific Purpose Survey at N. Central Ave. (SR 434)
- Continuing Surveying Services - Misc. Platting
- Clark Street & Lake Jessup Ave. Drainage Improvements

Client Contact: City of Oviedo, Mr. Bobby Wyatt, P.E., Public Works Manager, 400 Alexandria Blvd., Oviedo, FL 32765, Phone: 407.971.5642



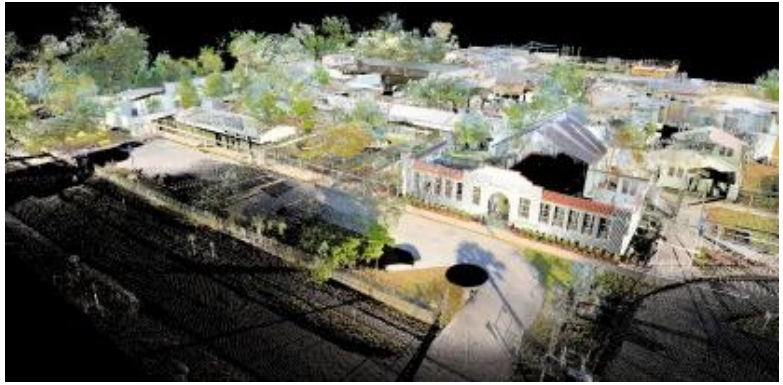
CITY OF SANFORD – CONTINUING SURVEYING SERVICES

CPH has been providing general consulting services to the City of Sanford since 1965, and has been providing ongoing surveying and mapping services to the City since 2001. The team has provided various surveying services for projects that include: Infrastructure improvements, water/wastewater facilities, stormwater improvements, roadway projects, parks projects and beautification/historic improvement projects. The projects identified below have included services such as boundary and topographic surveys, high definition 3D Laser surveys, establishing limits of construction, basic/advanced field survey work, calculations, document preparation, and sketch and descriptions.

Complete Survey Projects:

- Regional Reclaimed Vol-Sanford Interconnect
- Max West Gasification System
- Mill Creek Drainage Basin Improvements
- East Lake Mary Blvd. Segment I - Utility Improvements
- Sanford South Water Resource Center Facility Improvements
- St. John Pkwy. Phase II & III Roadway Project
- Magnolia Avenue Reclaimed Water Main Extension
- Sanford North Water Reclamation Facility Improvements
- Airport Blvd. - Phase III
- East Lake Mary Blvd. Segment II - Utility Improvements
- Cloud Branch Drainage Improvements
- Orlando-Sanford Airport Lift Station & Force Main Improvements
- "Palmetto Avenue, Valencia Court, and Woodfield Drive Reclaimed Water Main Extensions"
- Sanford Marina Topographic Survey
- Downtown Stormwater Master Plan and Improvements
- 24th Place/Cedar Avenue Sewer Replacement
- Mill Creek Reclaimed Water Storage Tank & Filtration/Pumping Project
- Sanford Beachfront and Jetty Improvements (North Shore/Marina Restabilization Project)

Client Contact: City of Sanford, Mr. Paul Moore, P.E., Utility Director, P.O. Box 1788, Sanford, FL 32772-1788, Phone: 407.688.5106



VOLUSIA COUNTY SCHOOLS – CONTINUING SURVEYING SERVICES

CPH has been providing surveying services to Volusia County Schools since 2002. The team has provided various surveying services for projects that include: New schools, additions/remodels, stormwater improvements and roadway improvements. The projects identified below have included services such as: Boundary and topographic surveys, high definition 3D laser surveys, establishing limits of construction, basic/advanced field survey work, calculations, document preparation, sketch and descriptions.

Complete Survey Projects:

- Southwest Middle School Driveway Survey
- Galaxy Middle School Driveway Survey
- Osteen Elementary Offsite Watermain & Forcemain
- Osteen Elementary Drainage Improvements
- Osteen Elementary Off-Site Lift Station/Forcemain
- Starke Elementary School
- Spruce Creek Elementary - Boundary Survey
- New Smyrna Beach Middle School Topographic Survey
- East Deland Elementary School
- Debary Elementary School - Survey Services
- Enterprise Elementary
- Pierson Elementary

Client Contact: Volusia County School Board, Mr. Robert Sherrod, AIA, Volusia County School District, 3750 Olson Drive, Daytona Beach, FL 32124, Phone: 386.734.7190 ext 50776

MANNER IN WHICH CPH WILL SUCCESSFULLY COMPLETE THE PROPOSED WORK

Once the City of Port Orange has awarded a Professional Surveying Services project to be performed by CPH, the following procedures will be implemented as follows:

Scope Defined - Prior to project commencement and at the negotiation session, the scope will be reviewed to ensure that there have been no changes in the anticipated deliverable. Also at this time, the project schedule will be reviewed and finalized. Please note that all surveying and mapping services will be accomplished in accordance with Florida Administrative Code Rule Chapter 5J-17. Depending on the project specifics, some or all of the following procedures will be performed based on the requirements of that specific project defined by the client.

Research - Prior to dispatching field crews to the site, research will be performed. The research phase is critical in the efficient completion of any project. During this time period, all available information will be obtained for the boundary investigation in order to help identify the area to be surveyed. Also during the research period, horizontal and vertical control stations will be researched.

Field Work - Once the research is completed the field survey will begin. In order to recover the necessary control monumentation, preliminary calculations will be performed based upon the initial research. Conventional three wire leveling procedures and the creation of a Global Positioning System (GPS) perimeter network will be established for the project. While that task is ongoing, field exploration for boundary monumentation and/or sectional control will occur. Based upon the recovered control monumentation, vertical and horizontal locations of the required topographic features will be performed using a Real Time Kinematics (RTK) approach where appropriate. In densely wooded areas, conventional ground survey procedures will be used to collect the data required. Conventional ground work will be tied to the GPS network and adjusted between the established control stations for continuity of the project and availability of transferring the survey data into a GIS (Geographic Information System) basemap.

Mapping - The office technicians will stay in daily contact with the field crews and import the data into the main mapping file. As this data is reviewed, it will allow for the first step in the Quality Assurance/Quality Control (QA/QC) process to begin. All incoming data is reviewed by our Field Crew Coordinator and any questions to be addressed will be discussed with a registered Professional Land Surveyor. This process allows the computer aided drafting (CAD) technician to maintain a current drawing file and import only adjusted and reviewed data.

Reviewing & Issuing - The final step in our process is the final QA/QC review. Our final review procedure requires that the data is reviewed by a registered Professional Land Surveyor not involved with the daily process of the project. These procedures force an independent review of the project for a double check on the final product. Any questions or issues brought forward by the QA/QC reviewer will be addressed and only then will the final product be issued to the client.



FIRM'S QUALIFICATIONS AND CAPACITY TO MEET THE NEEDS OF THE CITY OF PORT ORANGE

CPH is highly qualified to meet the needs of the City of Port Orange for this contract. CPH has grown to a firm serving leading private and municipal organizations, with Florida offices located in Sanford, Jacksonville, Palm Coast, Orlando, DeLand, Tampa, Sarasota, Fort Myers, Miami, West Palm, and Panama City. We also have offices in Maryland, Massachusetts, Georgia, Connecticut, and Puerto Rico. CPH was founded in 1981, and added full surveying services in 2001. Today CPH has a full time staff consisting of computer drafters, survey and mapping technicians and field crews supervised by experienced Registered Professional Land Surveyors and GIS Professionals. CPH's management staff of **4 Professional Surveyors and Mappers** and **54 Professional Engineers** has a **combined total of more than 190+ years of experience** and supervises **50+ Survey/CAD/GIS Technicians and 7 Field Teams**. **All of our Professional Surveyors and Mappers and Professional Engineers are licensed in the State of Florida**, and our firm and staff members are involved in the Florida Surveying and Mapping Society, as well as the Florida Board of Professional Surveyors and Mappers.

The National Society of Professional Surveyors (NSPS) sponsors a comprehensive national certification program for survey technicians. The program is recognized by the U.S. Department of Labor as part of the National Apprenticeship Program. This four-level certification program for surveying technicians throughout the United States indicates official recognition by NSPS that an individual has demonstrated that he or she is minimally competent to perform surveying tasks at a specified technical level. CPH is proud to support the Certified Survey Technician (CST) Examination Program. At this time, CPH currently has 12 CST Certified employees.

Additional Qualifications. Team members include: Certified GIS Professional (GISP), Certified Arborist (ISA Certified), Certified Floodplain Managers, Qualified Environmental Professionals, Authorized Gopher Tortoise Agents, Certified Stormwater Inspectors, Certified OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) Personnel, Advanced Maintenance of Traffic Certifications, Field Team Members that are Jessica Lunsford Act Approved, Field Team Members Certified in First Aid and CPR, all Field Team Members have completed or are scheduled for a minimum of 16 hours of training in Maintenance of Traffic (MOT), meeting the requirements of the Florida Department of Transportation, all Field Team Members have completed or are scheduled to complete the OSHA 4 hour Confined Space Entry Course.



EQUIPMENT

CPH's commitment to quality and on-time projects includes team members staying abreast of the latest technology and capabilities. Staff interchanges information electronically with architectural firms, planning firms, surveying firms, and clients. Engineering and drafting functions are thoroughly computerized using AutoCAD drafting and associated engineering programs, as well as hydraulic, hydrologic, and general spreadsheet programs. Transportation planning software (FSUTMS) and Traffic Operations (Net-Sim, Passer, HCM, SOAP) are also in constant use.

Currently in use are:

Conventional Survey Equipment List:

- 7 Topcon GPT 2005 Total Stations
- 1 Topcon GPT 2002 Total Station
- 1 Topcon GPT 3103 Total Station
- 4 Topcon GPT 3005 Total Stations
- 1 Nikon AS2 – Automatic Level
- 12 Topcon AT-G4 – Automatic Levels
- 2 Topcon AT-24A – Automatic Level
- 1 Sokkia B20 – Automatic Level
- 1 Trimble 5600 – Robotic Total Station
- 1 GPT Topcon 8005 – Robotic Total Station
- 1 SpectraPrecision Focus 10 – Robotic Total Station
- 3 Topcon PS103A – Robotic Total Station

GPS Field Survey Equipment List:

- 5 Topcon HiPer Pro – GPS – Glonass Enabled
- 2 Topcon HiPer II – GPS – Glonass Enabled
- 4 Topcon HiPer V – GPS – Glonass
- 1 Trimble R6 – GPS – Glonass Enabled

Digital Level Survey Equipment List:

- 1 Topcon DL 101C Digital Level

Laser Scanner Survey Equipment List:

- 2 Leica ScanStation C10 – High Definition Laser Scanning System
- Leica ScanStation P30 – High Definition Laser Scanning System

Transportation Equipment List:

- 1 – 2016 GMC Sierra
- 2 – 2015 GMC Sierra
- 1 – 2010 Ford F-150 Series
- 1 – 2008 Chevrolet Silverado 1500 Series
- 1 – 2005 Ford F-150 Series
- 1 – 2004 Chevrolet Silverado 1500 Series
- 1 – 2011 Chevrolet Silverado
- 1 – 10' John Boat
- 1 – 12' John Boat
- 1 – 18' Bay Boat
- 1 – 22' Bay Boat

Office Software:

- AutoCAD Civil 3D 2015
- Autodesk AutoCAD 2015
- Arcview Arcmap Version 9.3
- Microsoft Office Suite 2003 – 2010
- Leica
- Cyclone 9.1

TEAM'S AREAS OF EXPERTISE

In the chart below, we have outlined some of our continuing clients and the types of services the team has provided to them. The team has performed these services on a variety of projects, and is a clear choice for City of Port Orange as a direct result of the firm and team's experience, knowledge, and availability. CPH has approximately 7 survey crews that are in the area and ready to start immediately. CPH has built a reputation for providing services to clients in a timely manner and has the capability to mobilize single or multiple crews as projects are assigned.

	Boundary Surveys	ROW Surveys	Topographic Surveys	3D Surveys	As-Built/Record Surveys	Plat Reviews	Quantity Surveys	Vertical Control Surveys	Cost Estimates	Drafting	Horizontal Control Surveys	Hydrographic Surveys	Construction Staking	Specific/Special Purpose Surveys	Sketches and Descriptions
City of Sanford	●	●	●	●	●	●		●		●	●	●	●	●	●
City of Palm Coast	●	●	●		●	●		●		●	●	●	●	●	●
City of Crescent City						●				●					
City of Oviedo	●	●	●		●	●									●
Putnam County	●	●	●												
Volusia County School Board	●	●	●	●						●			●		●
Orange County	●		●		●					●					●
City of Lake Alfred						●									
City of Winter Springs	●		●												
Wal-Mart Stores, Inc.	●	●	●	●	●		●	●		●	●	●	●	●	●
Sam's Club Stores	●	●	●	●	●		●	●		●	●		●		●
CVS Pharmacy Retail Developments	●	●	●		●		●	●		●	●		●		●
SunTrust Bank Developments	●	●	●		●		●	●		●	●		●		●
Toho Water Authority		●	●							●					●
Key Largo Wastewater Treatment District		●	●							●					
KB Homes	●		●		●			●		●	●		●		●
McDonald's Restaurants	●	●	●	●	●		●	●		●	●		●		●
Lowes Home Improvements Stores	●	●	●	●	●		●	●		●	●	●	●		●
Martin County School Board	●		●	●						●					
Flagler County School Board	●		●												●
City of Port Orange														●	
City of Fernandina Beach	●		●											●	
Jacksonville Aviation Authority	●		●												
Orlando Sanford Int. Airport	●		●					●			●				●
City of Punta Gorda	●	●	●				●			●	●				●
Seminole County	●	●	●	●	●		●	●	●	●	●	●	●	●	●
City of Titusville		●	●					●		●	●		●		●
Volusia County	●		●					●			●			●	
City of Lake Mary	●	●	●			●				●				●	
City of Casselberry						●									
City of Longwood	●		●			●							●		

Tab B – Qualifications and Abilities of Professional Personnel

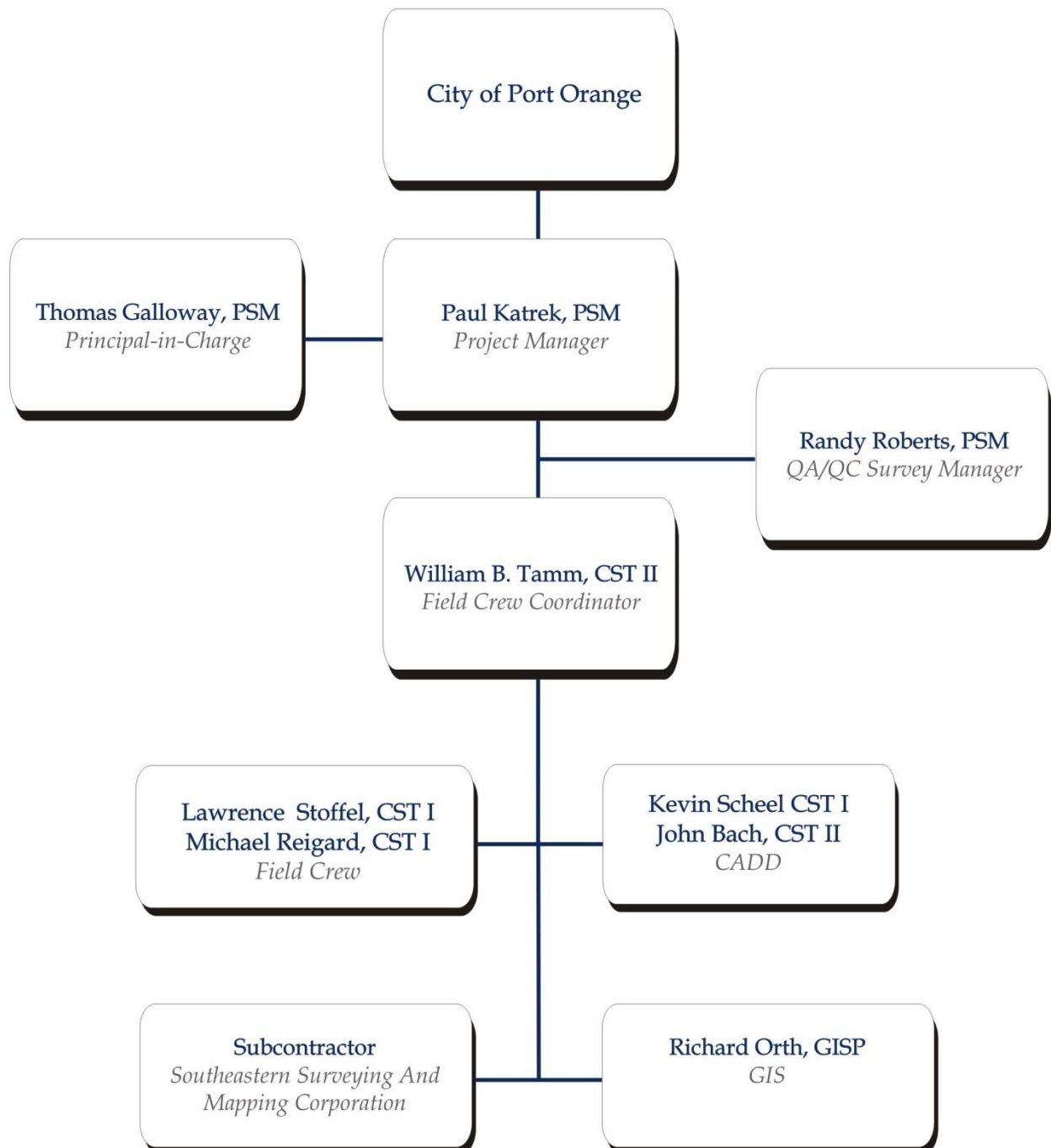
KEY PERSONNEL OVERVIEW

We have carefully evaluated the RFSQ document and available information, and have assembled a team that has the expertise and background to work on any project assigned under the Surveying and Mapping Services Continuing Contract. In addition to the assigned staff, CPH has the ability to pull from over 240 staff members to assist in design and construction services. The chart below identifies our project team and their qualifications.

Name	Title	Years of Exp.	Education/Licenses
Thomas J. Galloway, PSM	Project Surveyor	26	B.S. in Surveying and Mapping, University of Florida Professional Surveyor & Mapper – FL (No. 6549) NCEES Council No. 1291
Paul J. Katrek, PSM	Project Surveyor	24	A.S. in Architecture & Building Technology, Daytona Beach Community College, Professional Surveyor & Mapper - FL (No. 6233) NCEES Record No. 1342
Randall “Randy” L. Roberts, PSM	Project Surveyor	42	Honor Graduate of University of Florida Surveying Program, College of Engineering Professional Surveyor & Mapper – FL (No. 3144)
William B. Tamm CSTII	Field Crew Coordinator	23	A.A., Seminole Community College Coursework towards B.A Environmental & Civil Engineering, University of Central Florida Certified Survey Technician NSPS-ACSM, Certification No. 0307-2876, Level II Intermediate Maintenance of Traffic OSHA – Construction Safety & Health/First Aid / CPR 3D – Driver Instructor
Lawrence G. Stoffel CSTI	Robotics Crew Chief	13	A.A. in Computer Science, Brown College
Kevin Scheel, CST I	High Definition Laser Scanner Data Processing	13	Certified Survey Technician NSPS-ACSM Certification No. 0307-2100, Level I, MOT Intermediate OSHA – Construction Safety & Health First Aid / CPR
Michael Reigard CSTI	High Definition Laser Scanner	14	Certified Survey Technician NSPS-ACSM Certification No. 0307-2879 Level I/MOT Intermediate OSHA – Construction Safety & Health/First Aid / CPR
John Bach, CST II	High Definition Laser Scanner Data Processing	9	Drafting and Design Technologies, 4 Years Coursework towards A.S. Degree Seminole Community College Certified Survey Technician NSPS-ACSM Certification No. 0408-3522, Level II
Richard Orth, GISP	GIS Specialist	31	B.S. Information Studies, Florida State University A.S. Construction Technology, Seminole Community College Certified Geographic Information Systems Professional

ORGANIZATIONAL STRUCTURE

We have carefully evaluated the RFSQ document and available information, and have assembled a team that has the expertise and background to work on any project assigned under the “Professional Survey Services” contract. In addition to the assigned staff, CPH has the ability to pull from over 230 staff members to assist in design and construction services. Our total level of in-house resources consists of engineers, designers, environmental scientists, contractors, architects, surveyors, planners, GIS analysts, and landscape architects. The chart below identifies our project team and their qualifications.



SUB-CONSULTANTS

CPH has teamed up with Southeastern Surveying And Mapping Corporation to provide Subsurface Utility Exploration (SUE) services to the City of Port Orange. The team has worked together for over 15 years on similar projects and will bring the same level of quality and innovation to the City of Port Orange projects.



SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

Marketing Manager

6500 All American Blvd.

Orlando, Florida 32810-4350

Phone: 407.292.8580 ext. 2239

Services to be provided: Subsurface Utility Exploration (SUE)

Thomas J. Galloway, PSM/*Principal-in-Charge*

Mr. Galloway has over 24 years of experience in the surveying and mapping profession, and has a Bachelor of Science of Surveying and Mapping from the University of Florida. His experience ranges from working in the field and office on small to large development projects, to serving as Party Chief/Survey CADD Technician, Project Manager and Survey Manager. Mr. Galloway has served as Principal and Director of the Surveying Division of the firm since its establishment in 2001. He has overseen the department's growth from two survey crews to managing the current seven survey crews. Additionally Mr. Galloway has been personally involved in over 2,500 surveys while at CPH.



Years of Service With Proposer:

15 Years

Years of Experience:

26 Years

Academic Credentials

B.S. in Surveying and Mapping, University of Florida, 1992

Licenses

Professional Surveyor & Mapper - FL (No. LS6549)

Professional Land Surveyor – PR (No. 23387) & AL (No. 31338-S)

Professional Land Surveyor - DC (No. LS906192)

Kentucky- Land Surveyor # 4101

Certification

NCEES Council #1291

Expertise:

- Surveying and Management
- Highway Projects
- Land Development/Commercial and Private Projects
- Municipal Projects

Other Relevant Experience:

- Seminole County
- Pollo Tropical
- Hibiscus Homes
- KB Homes
- City of Winter Springs
- Orange County Utilities
- Florida Power & Light
- McDonald's Corporation
- City of Tampa
- City of Punta Gorda
- Jackson Memorial Hospital
- Toho Water Authority
- Habitat for Humanity
- Lowe's Home Centers

Walmart Stores – Boundary, Topographic and As-built Surveys, High Definition Laser Scanning, Construction Layout, Sketch and Descriptions, Wetlands and Platting

- Multiple Walmart sites throughout the State of Florida
- Multiple Walmart sites throughout Puerto Rico

Boos Development Group - – Boundary, Topographic and As-built Surveys, Construction Layout, Sketch and Descriptions, Wetlands and Platting

- Multiple CVS sites throughout the State of Florida
- Multiple CVS sites throughout Puerto Rico

City of Sanford – Boundary, Topographic and As-built Surveys, Construction Stakeout and High Definition Laser Scanning

- First Street Streetscape Project
- Multiple Waste Water Treatment Plants
- Pine Avenue Water Main
- Multiple Lift Stations
- Magnolia Avenue Streetscape

U.S. Navy - Vertical control and sanitary sewer design build survey on the Island of Guam

SunTrust Banks – Boundary, Topographic and As-built surveys, Construction Layout, Sketch and Descriptions and Platting

- Multiple SunTrust sites throughout the State of Florida

Volusia County School Board – Boundary, Topographic and As-built Surveys, Construction Stakeout and High Definition Laser Scanning

- Multiple School sites throughout the State of Florida

Florida Department of Agriculture – Boundary and Topographic Survey and High Definition Laser Scanning

- Immokalee Farmers Market

Newland Communities

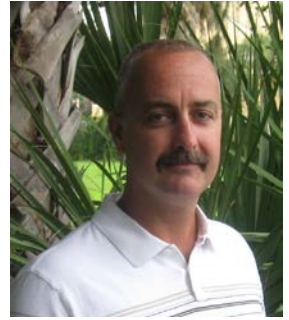
- 15-mile Control and Route Survey - Right-of-Way Maps for Hillsborough County

Martin County School Board – Boundary, Topographic and As-built Surveys, Construction Stakeout and High Definition Laser Scanning

- Multiple School Sites throughout Martin County

Paul J. Katrek, PSM/*Project Manager*

Mr. Katrek has more than 22 years of experience in the surveying and mapping profession. His experience ranges from working in the field and office on small to large development projects, to serving as an Instrument man, Party Chief/Survey CADD Technician, Project Manager and Survey manager. Mr. Katrek is proficient in the use of computer software programs and field equipment such as: AutoCAD Land Development Desktop, TDS-Data Collection hardware and software, Topcon & Leica total stations, Trimble Post Processing Software, Leica GPS Equipment, and C & G Software.



Years of Service With Proposer:

9 Years

Years of Experience:

24 Years

Academic Credentials

A.S. in Architecture & Building Technology with Honors,
1991

Licenses

Professional Surveyor & Mapper - FL (No. LS6233)
Professional Land Surveyor - PR (No. 23386)
Kentucky- Land Surveyor # 4102

Certification

NCEES Record No. 1342

Expertise:

- Surveying and Management
- Highway Projects
- Land Development/Commercial and Private Projects
- Municipal Projects

Other Related Project Experience:

- Boos Development Group
- Walmart Stores
- SunTrust Banks
- McDonald's Corporation
- City of Longwood
- City of Tampa
- Most Precious Blood Catholic Church
- Platting of Multiple Subdivision in Volusia County

City of Holly Hill, Volusia County

- As-built of Waste Water Treatment Plant
- Right-of-Way Determination of Beach Street
- Three City Parks along Halifax River
- Layout of Municipal Ball Fields

CSX Railroad

- Right-of-Way Determination in Volusia County

City of Daytona Beach, Volusia County

- Survey of Rat Island Park

FEMA

- Establish Vertical Control for Updated Flood Hazard Maps in Volusia County

City of Ormond Beach, Volusia County

- Right-of-Way Location and Determination of Beach Street

Coleman State Prison

- Set Vertical Control
- Performed Topographic Survey for Expansion with GPS

Seminole County

- Boundary, Topographic and As-built Surveys, High Definition Laser Scanning, Construction Layout, Sketch and Descriptions, Wetlands and Platting

Volusia County

- Boundary, Topographic and As-built Surveys, Construction Layout, Sketch and Descriptions, Wetlands and Platting

City of Titusville

- Topographic Survey and Sketch and Descriptions.

City of Sanford

- Boundary, Topographic and As-built Surveys, High Definition Laser Scanning, Construction Layout, Sketch and Descriptions, Wetlands and Platting

Randall “Randy” L. Roberts, PSM/QA/QC

Mr. Roberts has over 42 years of experience and serves the firm of CPH as a Quality Control Survey Manager. Prior to joining CPH, Mr. Roberts worked in the central Florida area and performed boundary, topographic, route, mortgage and as-built surveys, along with preparing subdivision plats, wetland location and FEMA elevation certificates. Randy also has experience with utility route surveys including the following: Lake Bryan 69kv line for Florida Power Corporation transmission line through 7 miles in Orange County; and Altamonte 115kv line for Florida Power Corporation transmission line through 11 miles in Seminole County.



Years of Service With Proposer:

10 Years

Years of Experience:

42 Years

Academic Credentials

Surveying Program, College of Engineering, University of Florida with Honors, 1975

Licenses

Professional Surveyor & Mapper – FL (No. LS3144)

Land Surveyor – CT (No. LSX.0070359)

Professional Land Surveyor – AL (No. 31341-S)

Certification

NCEES Council #1419

Expertise:

- Surveying and Management
- Highway Projects
- Land Development/Commercial and Private Projects
- Municipal Projects
- Subdivision Plats and Lot Surveys
- Sectional Retracement

Clients:

- City of Longwood
- Seminole County
- City of Sanford
- Boos Development Group
- McDonald's Corporation
- SunTrust Banks
- Racetrac
- Florida Power and Light
- Seminole County Port Authority
- West Minster Care of Orlando
- Sanford Airport Authority

City of Sanford Park and Ball Fields

- Boundary and Topographic Surveys

AutoZones in Orange, Volusia and Seminole Counties

- Boundary, Topographic, Tree and As-built Surveys

Personal Mini Storages in Central Florida

- As-built Surveys

City of Lake Mary Police Station

- Boundary and Topographic Survey

City of Lake Mary Cemetery

- Boundary Survey

City of Lake Mary Sidewalks

- Boundary Survey

1400-Acre site along Haw Creek in Volusia County

- Boundary Survey

Monitoring Pins and Piezometers for FP&L Reservoir at Sanford Power Plant

- Topographic Survey

Various Subdivision Plats

- Black Bear Reserve
- Peninsula Pointe
- Forest Glen
- Crown Colony
- Seaver Estates

3400 Acre Site – Deep Creek, Volusia County

- Boundary Survey for St. John's River Water Management District

Walmart Stores – Boundary, Topographic and As-built Surveys, High Definition Laser Scanning, Construction Layout, Sketch and Descriptions, Wetlands and Platting

- Multiple Walmart sites throughout the State of Florida
- Multiple Walmart sites throughout Puerto Rico

William B. Tamm, CST II/ *Field Crew Coordinator*

Mr. Tamm, with over 21 years of experience, serves the firm of CPH in the capacity of a Field Crew Coordinator. His experience includes, performing boundary, topographic, tree, as-built and mortgage surveys. Mr. Tamm also has experience in construction layout, wetland location and FEMA Elevation Certificates.

Years of Service With Proposer:

12 Years

Years of Experience:

23 Years

Academic Credentials

A.A. Degree, Seminole Community College
Coursework towards B.A. in Env. & Civil Eng. w/minor in Mathematics, University of Central Florida

Certifications

Certified Survey Technician NSPS-ACSM
Certification No. 0307-2876
Level II
MOT Intermediate
OSHA – Construction Safety & Health
First Aid / CPR
3D – Driver Instructor

Expertise:

- Surveying and Management
- Highway Projects
- Land Development/Commercial and Private Projects
- Municipal Projects
- Field Operations

Software Competencies:

- AutoCAD LDD2, LDD3
- AutoCAD R12, R13, R14
- TDS-Data Collection hardware and software

Municipal Projects

City of Sanford, Seminole County

- Street Scape of 1st Street
- Mapped 1.5 Square Miles of Storm Drainage Structures
- Seawall and Marina Improvements

Volusia County School Board

- New Smyrna Beach Transportation Site
- Silver Sands Middle School

City of Key Largo

- Topographic Survey
- 8 miles of roadway for development of a future sanitary sewer line

Land Development/Private and Commercial

Wal-Mart & Sam's Club – Multiple Florida and Connecticut sites

- ALTA/ACSM Land Title Surveys

KB Home, Gold Coast

- Boundary Surveys and Construction Layout
- Venetian Bay, Sugar Mill Gardens, and Isles of Sugar Mill

McDonald's Corporation – Multiple Florida sites

- Boundary Surveys
- Topographic Surveys

Lowe's – Multiple Florida sites

- ALTA/ACSM Land Title Surveys

Carter Burgess – Walmart Distribution Centers

- Boundary Survey
- Topographic Survey
- As-built Survey

John Carlo – S.R. 434 Widening & Resurface Project

- Construction Layout

Lawrence G. Stoffel, CST I/ *Party Chief - Conventional Field Crew / GPS Operator*

Mr. Stoffel serves the firm of CPH , as a Robotic Crew Chief & GPS Operator for our Surveying Department. He also assists with High Definition Scanning for the Department. He has 11 years of experience ranging from commercial and residential Boundary & Topographic surveys to Construction Layouts.

Years of Service With Proposer:

12 Years

Years of Experience:

13 Years

Academic Credentials

A.A. in Computer Science, Brown College, Minnesota

Certifications

Certified Survey Technician NSPS-ACSM

Certification No. 0409-3770

Level I

MOT Intermediate

OSHA – Construction Safety & Health

First Aid / CPR

Expertise:

- Surveying
- Land Development/Commercial and Private Projects
- Municipal Projects
- Location & Recovery of Sectional Work
- High Definition Laser Scanning
- Robotic Survey Equipment

Municipal Projects

City of Sanford, Seminole County, FL

- Downtown Storm Drainage Structure Improvements
- Seawall & Marina Improvements

Volusia County School Board, FL

- Debary Elementary

Florida Power & Light

- Sanford Lift Station Construction Layout

Land Development/ Private and Commercial

Wal-Mart & Sam's Club

- High Definition Laser Scanning and GPS
- Gainesville, Orlando, Deltona, Ponce, and Puerto Rico

KB Home, Gold Coast

- Boundary Survey's & Construction Layout
- Venetian Bay North & South, Sugar Mill Gardens, Isles of Sugar Mill, Blue Lake Woods, and Landings at Sugar Mill

McDonald's Corporation

- Boundary Survey and High Definition Laser Scanning
- Tallahassee, Jacksonville, Tampa, Miami, Coral Springs, Naples, Bonita Springs, Orlando, Sanford and Cocoa

Orlando International Airport

- Boundary & Land Development Survey

Kolter Homes

- Boundary Survey's & Construction Layout for 4 Subdivisions
- Port St. Lucie, Briarcliff, Island Point, Maidstone, & Thompson Point

SunTrust Bank

- Boundary & Topographic Survey's
- Estero & Santa Rosa County

Kevin Scheel, CST I/ *High Definition Laser Scanner & Data Processing CADD*

Mr. Scheel serves the firm of CPH in the capacity of a Certified Survey Technician Level II/3D Survey. He has 12 years of experience include preparing Plats, 3-Dimensional Plans (Elevations & Cross-Sections) and Right-of-Way Plans. Mr. Bach also has experience in performing ALTA/ACSM, Boundary, Topographic, Route, Mortgage and As-Built surveys. Also, prepare Sketch and Descriptions, write Metes & Bounds legal descriptions for Title closings.

Years of Service With Proposer:

12 Years

Years of Experience:

13 Years

Certifications

Certified Survey Technician NSPS-ACSM

Certification No. 0307-2100

Level I

MOT Intermediate

OSHA – Construction Safety & Health

First Aid / CPR

Expertise:

- Surveying
- Land Development/Commercial and Private Projects
- Municipal Projects
- Location & Recovery of Sectional Work
- High Definition Laser Scanning

Municipal Projects

Street Scape of 1st Street – City of Sanford, FL

- Mapped 1.5 Square Miles of Storm Drainage Structures
- Seawall and Marina Improvements
- Provided architecture, landscape architecture, and engineering
- 6 block section of historic First Street
- Developed a theme for this gateway to showcase the style and character unique to the historic area, also incorporated the City's logo

Volusia County School Board – Volusia County, FL

- Debary Elementary
- New Smyrna Beach Transportation Site
- Ortona Elementary
- Silver Sands Middle School

Immokalee Farmers Market - Florida Department of Agriculture

- Provided architectural and construction inspection services for the storm damage repair
- Evaluation of existing facilities
- Designed three new facilities totaling over 81,000 sq. ft.

Land Development/Private and Commercial

Wal-Mart & Sam's Club

- High Definition Laser Scanning and GPS
- Connecticut, Jacksonville, Gainesville, Distribution center in Putnam County, Orlando, Deltona, Fort Meyers, Sarasota, & Ponce, Puerto Rico

KB Home, Gold Coast

- Boundary Survey's
- Venetian Bay, Sugar Mill Gardens, and Isles of Sugar Mill

McDonald's Corporation

- Boundary Survey and High Definition Laser Scanning
- Tallahassee, Jacksonville, Tampa, Miami, Orlando, Melbourne, Coral Springs, & Sarasota

Lowe's

- High Definition Laser Scanning and GPS work
- Fern Park, Apopka, Lake Wales, Pensacola, Macclenny, Miami and Homestead

Michael Reigard, CST I/ *High Definition Laser Scanner & GPS Operator*

Mr. Reigard serves the firm of CPH as a High Definition Laser Scanner Technician and GPS Operator for our Surveying Department. He has 12 years of experience ranging from commercial and residential surveys to locating and recovering sectional work.

Years of Service With Proposer:

9 Years

Years of Experience:

14 Years

Certifications

Certified Survey Technician NSPS-ACSM

Certification No. 0307-2879

Level I

MOT Intermediate

OSHA – Construction Safety & Health

First Aid / CPR

Expertise:

- Surveying
- Land Development/Commercial and Private Projects
- Municipal Projects
- Location & Recovery of Sectional Work
- High Definition Laser Scanning

Street Scape of 1st Street – City of Sanford, FL

- Mapped 1.5 Square Miles of Storm Drainage Structures
- Seawall and Marina Improvements
- Provided architecture, landscape architecture, and engineering
- 6 block section of historic First Street
- Developed a theme for this gateway to showcase the style and character unique to the historic area, also incorporated the City's logo

Volusia County School Board – Volusia County, FL

- Debary Elementary
- New Smyrna Beach Transportation Site
- Ortona Elementary
- Silver Sands Middle School

Immokalee Farmers Market - Florida Department of Agriculture

- Provided architectural and construction inspection services for the storm damage repair
- Evaluation of existing facilities
- Designed three new facilities totaling over 81,000 sq. ft.

Land Development/Private and Commercial Wal-Mart & Sam's Club

- High Definition Laser Scanning and GPS
- Connecticut, Jacksonville, Gainesville, Distribution center in Putnam County, Orlando, Deltona, Fort Meyers, Sarasota, & Ponce, Puerto Rico

KB Home, Gold Coast

- Boundary Survey's
- Venetian Bay, Sugar Mill Gardens, and Isles of Sugar Mill

McDonald's Corporation

- Boundary Survey and High Definition Laser Scanning
- Tallahassee, Jacksonville, Tampa, Miami, Orlando, Melbourne, Coral Springs, & Sarasota

Lowe's

- High Definition Laser Scanning and GPS work
- Fern Park, Apopka, Lake Wales, Pensacola, Macclenny, Miami and Homestead

John A. Bach Jr., CST II/*High Definition Laser Scanner Data Processing/CADD*

Mr. Bach serves the firm of CPH in the capacity of a Certified Survey Technician Level II/3D Survey. His 7 years of experience include preparing Plats, 3-Dimensional Plans (Elevations & Cross-Sections) and Right-of-Way Plans. Mr. Bach also has experience in performing ALTA/ACSM, Boundary, Topographic, Route, Mortgage and As-Built surveys. Also, prepare Sketch and Descriptions, write Metes & Bounds legal descriptions for Title closings.

Years of Service With Proposer:

9 Years

Years of Experience:

9 Years

Academic Credentials

Drafting and Design Technologies,

4 Years

Coursework towards A.S. Degree

Seminole Community College

Certificates

Certified Survey Technician NSPS-ACSM

Certification No. 0408-3522

Level II

Principal Areas of Expertise:

- Surveying
- Highway Projects
- Land Development/Commercial and Private Projects
- Municipal Projects
- 3-Dimensional Survey Projects
- Elevations & Cross-Sections

Software Competencies:

- AutoCAD LDD2, LDD3
- AutoCAD 2004 & 2008
- Leica Cyclone 3D Laser Scanning software
- Leica Cyclone CloudWorx for AutoCAD
- Microsoft Office, 2004/2007

Columbia Correctional Facility – Florida Department of Corrections

- Perform a Topographic Survey of 500' x 550' (6.3± acres) portion of a water treatment facility located in Lake City, Florida. CPH utilized the High Definition 3D Laser Scanner to collect Point Cloud data that was used to create a Topographic Survey. Also, the Point Cloud data collected was used to create detailed drawings of Pump Houses, Contact Chambers, Water Silos, Digester Tanks, Buildings, Etc. High Definition pictures were also produced using the High Definition 3D Laser Scanner which provided a 360 Degree High Resolution image of the entire site.
 - Provide topographic information for the existing site at a 50' grid within the project area
 - Location of existing visible above ground improvements & visible utilities within the 6.31± acre project area.
 - Provide two site benchmarks
 - Information will be collected within the aeration tanks including but not limited to catwalks, walls and observable service lines.
 - TruView data for the entire job, available on our survey website.

Reclaimed Water Plant – City of Winter Garden

- CPH utilized the High Definition 3D Laser Scanner to collect Point Cloud data that was used to create a Topographic Survey. Also, the Point Cloud data collected was used to create detailed drawings of Pump Houses, Contact Chambers, Water Silos, Digester Tanks, Buildings, Etc.
- High Definition pictures were also produced using the High Definition 3D Laser Scanner which provides a 360 Degree High Resolution image of the entire site.

Waste Water Treatment Plant Filtration Project – City of Punta Gorda

- CPH utilized the High Definition 3D Laser Scanner to collect Point Cloud data that was used to create a Topographic Survey. Also, the Point Cloud data collected was used to create detailed drawings of Pump Houses, Contact Chambers, Water Silos, Digester Tanks, Buildings, Etc.
- High Definition pictures were also produced using the High Definition 3D Laser Scanner which provides a 360 Degree High Resolution image of the entire site.

Richard Orth, GISP / GIS Analyst

Richard is a highly accomplished, results-focused GIS specialist with proven ability to support business success through the development, delivery, and improvement of critical technology solutions. Mr. Orth has Special expertise in solution design, technical support and documentation, and process optimization. He also has well-developed technical and supervisory skills and is excellent at building relationships with customers.

Years of Service With CPH:

4 Year

Years of Experience:

32 Years

Academic Credentials

B.S. in Information Studies, Florida State University

A.S. in Construction Technology, w/Architectural
Construction Specialization

Seminole Community College, Sanford, FL

Licenses

Certified Geographic Information Systems Professional (GISP)

Certified LEED Green Associate 2011-2013 (expired)

Expertise:

ESRI ArcIMS & ArcGIS, QGIS, Mapserver, AutoCAD, AutoCAD Map, Land Development Desktop, Tomcat, MiniCAD, VectorWorks, Acrobat, Photoshop, Illustrator, Microsoft Office including Access and Project, AutoLisp, Java, JSP/Servlet, JavaScript, VB.ASP, Python, Windows Server 2003, SharePoint Services, Exchange, Active Directory, IIS, SonicWall VPN Server & Client

Automated transportation data transformation

- Solved the need to quickly transform transportation system route data from a standard format into a custom format. The need was to do this quarterly but the practicality of spending a full week hand-converting the data reduced it to an annual cycle.
- Mr. Orth employed standard and custom code within the ESRI Model Builder environment to merge datasets together and add and remove attributes.
- Documentation of the program, what data it needs and details of what each routine does, was developed to assist data creators when the next version of the target application is released with different data specifications.
- Conversion process reduced to less than an hour running time versus the weeklong manual method.
- Import of the data into the target application was also documented. Failure points were noted along with how to avoid them.

Anahuac Wetland Mitigation Bank/Wetland Reclamation

- This project consists of returning farmland back to its original state as a wetland and employs it as a mitigation bank for the oil and gas pipeline industry.
- Mr. Orth employed 3D modeling tools to generate surface models employed by surface water engineers. These surface models were also used to quickly generate visualizations of surface and subsurface conditions and were the basis for designing the restored site.

Mason Ave-Seabreeze Bridge Road Widening & New Bridges

- Collected, recorded, and mapped all real property elements within the Eminent Domain acquisition areas. Where needed, information was collected that sometimes included the entire property.
- Mr. Orth used 3D modeling techniques to visualize the impact to the sightlines that the new bridge would cause.

Polk County Campus Siting

- Successfully compete to locate a major Florida University System expansion campus within the clients reclamation project area.
- Mr. Orth Depicted population density, population diversity, and transportation flow models to aid in site selection decision making.



Tab C – Experience on Similar Projects

SIMILAR PROJECT EXPERIENCE

ALTA/NSPS LAND TITLE SURVEY FOR THE CITY OF PORT ORANGE

Date: 03/29/16

Location: Port Orange, Florida 32129

Associated Team Members: Thomas J. Galloway, PSM, Paul J. Katrek, PSM, Randall “Randy” L. Roberts, PSM, William B. Tamm CSTII, Lawrence G. Stoffel CSTI, Kevin Scheel, CST I, Michael Reigard CSTI, John Bach, CST II, and Richard Orth, GISP

Project Summary: CPH prepared an ALTA/NSPS Land Title Survey for the City of Port Orange of Parcel Identification Numbers 6303-11-12-0040 and 6306-07-00-0020 as shown on the Volusia County Property Appraiser website located at 415 Herbert Street, (Historic Florida East Coast Train Property). The Title Commitment for the site was reviewed and title exceptions were plotted.

Completion Date: 04/16/16

Specific Problems Encountered: Due to the deeded legal description provided, the survey required finding additional field corners monumenting a line that established the Easterly 340 feet that was excepted out from the described property. This line was found, proven and depicted on the survey to represent the historic deeded description.

Client Reference: City of Port Orange-Public Utilities, Ms, Linda D. Johnson, 1000 City Center Circle, Port Orange, FL 32129-4144, Phone: 386. 506.5755

SHUNZ ROAD AND TOMOKA FARMS ROAD

Date: 04/28/16

Location: City of Port Orange, Volusia County, Florida

Associated Team Members: Thomas J. Galloway, PSM, Paul J. Katrek, PSM, Randall "Randy" L. Roberts, PSM, William B. Tamm CSTII, Lawrence G. Stoffel CSTI, Kevin Scheel, CST I, Michael Reigard CSTI, John Bach, CST II, and Richard Orth, GISP

Project Summary: CPH prepared a Topographic Survey of approximately 1.4 miles by road from the intersection of Shunz Road and Tomoka Farms Road and Volume Calculation of a Wellfield Dirt Stockpile Site. CPH used a High Definition Laser Scanner which had the ability to collect up to 1,000,000 points per second at an unparalleled rate of speed which produced a very dense and accurate collection of measurements.

Completion Date: 06/20/16

Specific Problems Encountered: Calculating the volume of the stockpile proved more difficult than anticipated. Due to the irregular nature of the stockpile, data collection moved at a slow pace. Without a laser scanner collecting data would have been close to impossible.

Client Reference: City of Port Orange - Public Utilities, Mr. Alex Schumann, E.I., Civil Engineer, 1000 City Center Circle, Port Orange, FL 32129, Phone: 386.506.5756

ORLANDO SANFORD INTERNATIONAL AIRPORT AUTHORITY SURVEY PROJECT

Date: 12/2009 - Current

Location: Sanford, FL

Associated Team Members: Thomas J. Galloway, PSM, Paul J. Katrek, PSM, Randall "Randy" L. Roberts, PSM, William B. Tamm CSTII, Lawrence G. Stoffel CSTI, Kevin Scheel, CST I, Michael Reigard CSTI, and John Bach, CST II

Project Summary: CPH recently secured a contract with the Orlando Sanford International Airport Authority to provide professional services consisting of but not limited to Surveying, Engineering, Architectural Design, Site Development, Utilities Development, Land Acquisition, Development of Regional Impact Studies, Permitting, Ecological and Environmental Services and aid in applying for State and Federal Aid. The initial process to work on the Airport Authority property was to have a Transportation Security Administration background check along with attending and successfully completing both Homeland Security and OSI procedures for working in and around the terminal, runways, taxi areas and other secured areas. This is a three year contract that commenced in September of 2009. Our initial work has been the establishment of National Geodetic Survey horizontal and vertical control on the Airport Authority property for compliance with FAA circular 150/5300-18B and topographic surveys on the Airport Authority property for engineering design.

Completion Date: Ongoing

Specific Problems Encountered: We were tasked with coordinating our field procedures with Airport security and being flexible to allow for inclement weather and still maintain an aggressive timeline to complete the different phases of the project. By adjusting our field crews to a schedule of working on any calendar day that was conducive to obtain accurate results, CPH was able to complete our work in a timely manner.

Client Reference: Sanford Airport Authority, Mr. Larry Dale, 1200 Red Cleveland Boulevard, Sanford, Florida 32773, Phone: 407.585.4000

CONTRACT TERMINATIONS WITHIN THE PAST FIVE YEARS

CPH has never been terminated from a contract.

CITY OF PORT ORANGE EXPERIENCE

City of Port Orange in the last 5 years are as follows:

Project Name	Completion Date
Spruce Creek Road and Dunlawton Avenue	2011
Town Median Refurbishment	2013
Gopher Tortoise Recipient Site Monitoring	2013
GT Recipient Site Annual Review	2014
GT Recipient Site Coordination	2015
415 Herbert Street	2016
Shunz Rd & Tomoka Farms Rd	2016



Tab D – Innovative Solutions and Project Approach

INNOVATIVE SOLUTIONS

High Definition Laser Scanning

- Half the Time of Conventional Surveying Data Collection with limited Interruption of Daily Activities
- 1 Million Points per Second Data Collection
- Integrated High-Resolution Camera
- Relatively Inexpensive to Collect Data Detailed As-Built

CPH takes pride in implementing the latest survey technologies. We believe excellent designs start at the inception with a thorough understanding of existing conditions. As such, CPH has been leading the survey industry with the use of 3D laser scanners since 2005. We have been pioneers in utilizing this technology to perform complex surveys and the benefits of selecting CPH's High Definition Survey program includes direct field cost savings, schedule reductions, and increased safety.

CPH has been at the forefront of this technology and recently upgraded to the Leica Scan Station C10 and two (2) Leica Scan Station P20 Laser Scanners . Our laser scanners collect up to one million points per second at an unparalleled rate of speed, which produces a very dense and accurate collection of measurements. Our highly trained team can produce information in 2D and 3D formats, which are dependable and provide detailed information of existing conditions.

CPH has implemented the use of High Definition Survey for:

- Historic Preservation
- Roadways
- Bridges
- Pipelines
- Treatment Plants
- Trails/Multi-Use Paths
- Pump Stations
- Offices/Miscellaneous Buildings
- Retail/Commercial Centers
- Residential/Multi-Use
- Construction Sites
- Industrial/Plant
- Forensic Investigation
- Traffic Signals/Intersections
- Airports/Aviation
- Correctional Facilities

Industrial, Energy & Utility Plants

CPH's laser scanning services are ideal for water/wastewater plants, energy plants, substations, and industrial plants. CPH's scanners capture complex piping systems, storage tanks, and steel networks for even the most difficult-to-reach areas. The results are tied to the site's coordinate system and can be directly loaded into most industry leading software. The use of CPH's laser scanning survey services avoids costly downtime and interrupted service to clients. Our crews stay a safe distance from dangerous areas, and eliminate the need to revisit a site to collect more data due to scope revisions. CPH captures information that otherwise might be missed. Electrical, mechanical and plumbing engineers as well as civil and structural engineers use this data to avoid conflicts when designing around existing assets. Our services can be used for new facilities as well to show accurate as-built conditions and compare those to the planned drawings.

Roadways, Bridges, & Intersections

CPH's laser scanning services expedite data collection. CPH's laser scanning services provides a fast and safe way to capture as-built information needed for road and bridge design, inspection, and monitoring. CPH's crews are able to capture complete data and images within minutes with a safe set-up outside of the rights-of-way without interrupting traffic flow. With our ability to provide an accurate 3D laser survey mapping existing conditions, our team is able to help cut overall design and construction time and avoid costly Request For Information and construction delays.

Performing 3D laser scanning of a roadway provides design teams with more information about the existing conditions. By utilizing 3D Laser scanning technology during the data collection process CPH can provide information typically not included with a survey performed with conventional survey equipment. Overhead utility locations including vertical data, mast arm locations, detailed striping and signage, with the ability to read the signage, can be provided from the collected data. Another benefit of point cloud obtained during scanning is when CPH creates digital terrain models (DTM) for design teams, CPH uses millions of scan points collected and does not rely on data collected at a designated cross-section interval.

PROJECT APPROACH

TECHNICAL PLAN

CPH understands that the City of Port Orange is looking for a team that can provide Professional Surveying and Mapping services to include but not limited to: Boundary Surveys, Special Purpose Surveys, Construction Layout, Topographic Surveys, Land Information or GIS Surveys, As-built surveys, Hydrographic Surveys, Control Surveys, Mean High Water Line Surveys, Quantity Surveys, Expert Witness Testimony and other Professional Surveying and Mapping services. We realize each project is unique and CPH (We) will adapt to meet the needs; however, the principles of good project management remain the same and are repeated project to project. Proper staff for the project, using new products and state of the art technologies that improve the efficiency of the staff in all areas, and communication between our staff and City staff all provide the client with the expected high quality service and workmanship it has come to expect. Our talented and multi-disciplined staff brings individual expertise on similar projects and therefore collectively we feel that we can be an asset to the City of Port Orange. Our experienced staff is well-versed in all aspects of the surveying and mapping field to perform services as requested by the City of Port Orange. All of our offices are networked electronically through our Intranet, as well as other data transfer systems such as internet and FTP sites for rapid transfer of information. Through this system, we draw on all the resources of the firm to provide our clients with efficient and cost effective services. Operating under aggressive deadlines and close coordination with City staff, we commit to manage each work assignment under this contract based upon the following philosophies:

- By proposing a project manager with experience pertaining to the client's requests.
- Frequently involve the client's staff in meetings to expedite decision-making.
- Utilize e-mail and short memoranda to document progress of projects. Report status of the budget on a monthly basis in report form to City staff.
- Prepare and distribute a Project Specific Workplan which details the following:
 - What is to be done – Define a scope of services by bringing in the stakeholders up front to discuss the project goals and objectives.
 - Who is going to do it – Monitor staffing usage, needs and expenditures bi-weekly through our accounting software.
 - When will it be done – Maintain the Project Schedule using Microsoft Project software for scheduling and tracking.
 - How it will be controlled – CPH will strive to provide quality service within the project schedule and require Quality Assurance/Quality Control (QA/QC) procedures to be identified in the initial internal project kick-off meeting. Time for QA/QC is incorporated into the project schedule, therefore, will not delay project completion.

ABILITY TO MEET TIME AND BUDGET REQUIREMENTS

CPH's services are carefully budgeted at the beginning of the project. We attempt to divide the job into various tasks and estimate amounts of labor and expenses needed for each. We have an in-house computerized cost control system capable of providing the Project Manager with current project costs, as calculated through entry of weekly time sheets. The original budget is used as a guide to determine progress and efficiency by checking hours expended versus hours budgeted. The budget is also used to plan the needed level of manpower to complete the job on time.

As an accounting/project tracking software, CPH uses [Deltek Vision](#) accounting package. This software is specifically designed for the engineering/surveying community and provides many tracking components. Time is accrued to the project through daily input by the persons working on the given project. At any time the project manager can get Detailed Project Reports showing a snapshot of the time and expenditures for the project. These reports can be for specific time periods or a complete "job to date" query. CPH uses the information generated by Deltek Vision to analyze performance of all teams involved on a project.

Along with the tracking capabilities, this software lets you establish the tasks and sub-tasks for the project. Along with the allocated budget, reimbursable expenses can also be monitored and tracked for the project. As you can begin to see, project costs and accounting can be modified by this system to fit the need that the client may require.

Tab E – Licenses/Insurance

PROFESSIONAL ENGINEERS

State of Florida
Board of Professional Engineers

Attests that
CPH, Inc.

FBPE
FLORIDA BOARD FOR PROFESSIONAL ENGINEERS

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017
Audit No: 228201700569

CA Lic. No:
3215

ARCHITECTURE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER: AA28002675

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

CPH ARCHITECT INC
500 WEST FULTON STREET
SANFORD FL 32771

LANDSCAPE ARCHITECTS

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER: LC0000298

The LANDSCAPE ARCHITECT BUSINESS
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2017

CPH, INC
CPH
500 WEST FULTON STREET
SANFORD FL 32771

SURVEYORS AND MAPPERS

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **L.B7143**
Expiration Date: February 28, 2017

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

CPH, INC.
500 W FULTON ST
SANFORD, FL 32771-1220

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

State of Florida Department of State

I certify from the records of this office that CPH, INC. is a corporation organized under the laws of the State of Florida, filed on March 6, 1981.

The document number of this corporation is F22258.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 4, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2016*



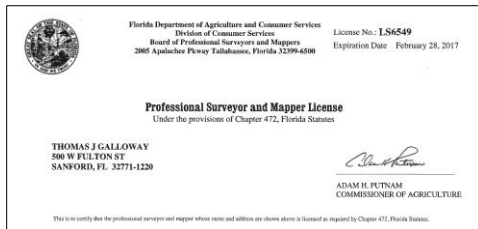
Ken Putnam
Secretary of State

Tracking Number: CC8034350877

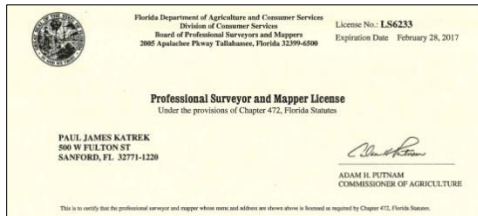
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

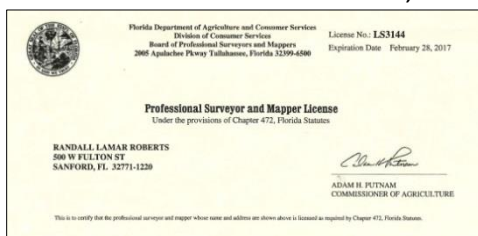
THOMAS J. GALLOWAY, PSM



PAUL J. KATREK, PSM



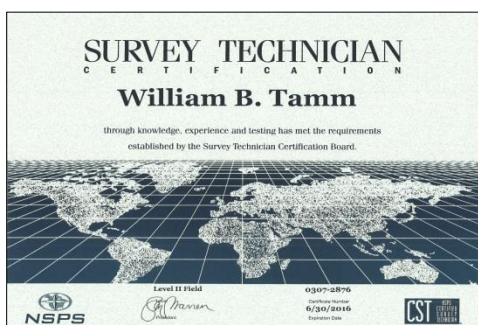
RANDALL "RANDY" L. ROBERTS, PSM



WILLIAM B. TAMM CSTI



LAWRENCE G. STOFFEL CSTI

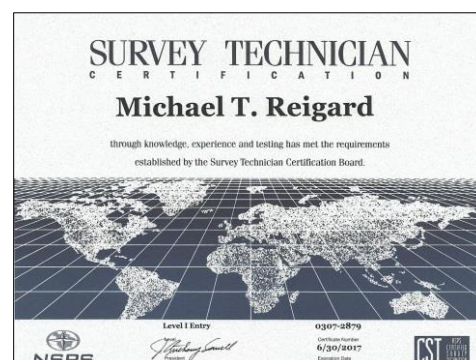
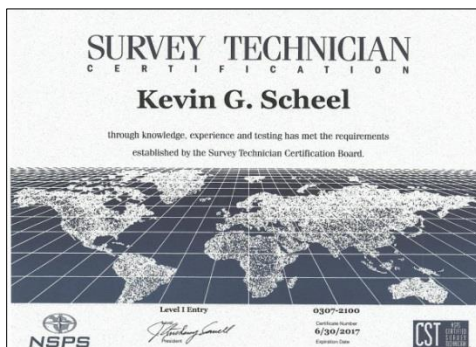




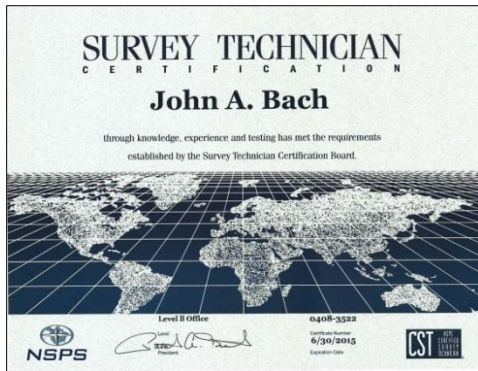
MICHAEL REIGARD, CST I



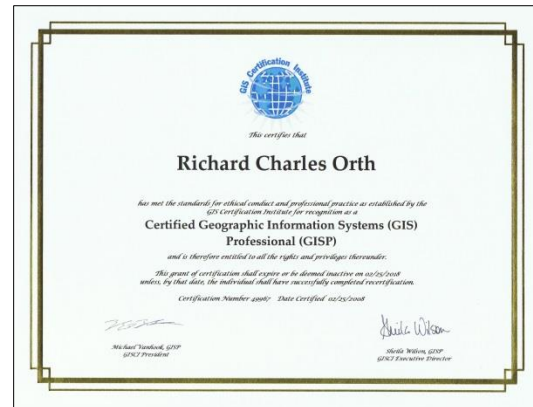
KEVIN SCHEEL, CST I



JOHN BACH, CST II



RICHARD ORTH, GISP



INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

CPHEN-1

OP ID: LV

DATE (MM/DD/YYYY)

02/25/2016

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

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

PRODUCER JCJ Insurance Agency 2208 Hillcrest Street Orlando, FL 32803 Mark E. Jackson		CONTACT NAME: Kristin McIntosh PHONE (A/C, No, Ext): 321-445-1117 FAX (A/C, No): 321-445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Continental Casualty Company	
		INSURER B: Valley Forge Insurance Company	
		INSURER C: Transportation Insurance	
		INSURER D: RLI Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X X	C5099618199	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X X	C5099618204	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10000	X X	C5099618218	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	PSW0002907	01/01/2016	01/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab Claims-Made Form		RDP0023754	04/01/2016	04/01/2017	Per Claim 2,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER FORINSU For Insurance Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Tab F – Financial Stability/Litigation and Debarment History

CPH has been in successful operation in Florida since 1981 as a corporation, and was part of a predecessor firm in the area dating back to the 1960's. Throughout this entire period our firm has been involved in design and development of public and private projects in Florida. In that time period, we are very proud of our client relationships and have never been terminated from a contract. Further, CPH has been in successful operation for 34 years and has never had any license sanctions or bankruptcies or major litigation. CPH has the resources to commit to this contract for the the City of Port Orange, and has personnel, equipment, and facilities to successfully provide services under the "Professional Survey Services" contract.

CPH has the knowledge, expertise, and financial strength to perform this contract for the City.

FORM OF BUSINESS	Corporation
NUMBER OF YEARS IN BUSINESS	35 Years (Since 1981)
BANK REFERENCE	Corporate Checking Account: SunTrust Contact Person: Lisa Johnson 200 S. Orange Avenue Mail Code 2063 Orlando, FL 32801 Phone: 407.237.4552 Merrill Lynch Contact Person: Edward Wojcik 400 Winter Park Avenue South, Suite 300 Winter Park, FL 32789 Phone: 407.646.6768
CREDIT RATINGS	Dunn & Bradstreet Account No. 058232349 Tax ID# 59-2068806
INSURANCE REFERENCES	The Professional Liability, General Liability, Automobile Liability, and Umbrella Liability carrier is: Jackson, Collinsworth, & Johnson Insurance Agency, LLC. Contact: Mark Jackson Phone: 321.445.1860 CPH maintains Professional Liability Coverage for all projects. The Workers Compensation and Employers' Liability carrier is: Willis of Florida, Inc. Contact: Steve Preston Phone: 407.562.2500
WORKERS COMPENSATION RATE	.79

SUMMARY OF LITIGATION

City of Fernandina Beach vs. CPH Engineers, Inc. et al Case No. 2014-CA-343 Division: CA; Policy No. RDP0018939

Origination Date – December 2014

The City of Fernandina Beach filed suit in relation to a subdivision which had two streets having groundwater flowing over the curb and draining into the street for a distance of about fifty yards on each street. The subdivision was designed by another engineer and CPH assisted the developer during construction. The project was built eight years ago and only recently has the problem occurred. CPH is investigating the matter and it appears a new pond was built in the area and the outfall of the storm system is not functioning correctly. We are working with the City to resolve the issue; however, CPH was not the original Design Engineer nor did this issue occur until many years after project completion; therefore, CPH does not feel that we are liable on either of these counts and the City has agreed and a release is being prepared.

The following cases have all been settled:

Posen Construction Inc. vs. Lee County, CPH, et al. – Liberty File No. AESPC002759

Origination Date - November 2011

Settlement Date - May 2013

CPH was one of the parties being sued by Posen Construction, Inc. for negligence. CPH provided the utility relocation design plans for Lee County along Summerlin Road between Cypress Lake Drive and Boy Scout Road. The plans were developed using the survey and roadway design plans provided by Lee County. CPH used this information to determine utility conflict information and, in coordination with Lee County Utilities, design new facilities that were not in conflict with the proposed roadway improvements. As part of the installation of the new facilities, the existing pipelines were to be either abandoned in place or removed as called out on the design plans. Posen's assertion of negligence is hinged on encountering asbestos cement pipe. CPH was not responsible for any survey or field investigation to verify piping materials. This information was provided to CPH by the County. According to the Plans and Specifications, the Contractor, Posen, was responsible for the verification of the pipe and notification of any issues to the County. Accordingly, CPH filed to have the suit dismissed based on this fact. This case was dismissed in May 2013.



Tab G – Client References for Similar Projects

CPH has performed numerous similar services for other clients for over 35 years through continuing services contracts. The listing of clients below is a sample of our continuing client base that can attest to the professionalism and the quality of the work product produced by the CPH team.

City of Palm Coast (Since 1998)

Mr. Richard Adams, Public Works Director
2 Utility Dr.
Palm Coast, FL 32137
Phone: 386.986.2351
Fax: 386.986.2391
E-Mail: radams@palmcoastgov.com

City of Winter Springs (Since 1974)

Mr. Kipton Lockcuff, P.E.
Public Works Dir.
1126 East SR 434
Winter Springs, FL 32708
Phone: 407.327.5989
Fax: 407.327.6695
E-Mail: klockcuff@winterspringsfl.org

City of Sanford (Since 1958)

Mr. Bilal Iftikhar, P.E., Public Works Director
P.O. Box 1788
Sanford, FL 32772-1788
Phone: 407.688.5000, Ext. 5400
Fax: 407.330.5679
E-Mail: bilal.iftikhar@sanfordfl.gov

City of Lake Mary (Since 1975)

Ms. Jackie Sova, City Manager
100 North Country Club Road
Lake Mary, FL 32795
Phone: 407.585.1419
Fax: 407.324.3098
E-Mail: JSova@lakemaryfl.com

Volusia County (Since 1974)

Michael Ulrich, Director
123 W. Indiana Ave.
DeLand, FL 32720
Phone: 386.736.5965
Fax: 386.740.5162
E-Mail: mulrich@co.volusia.fl.us

SECTION 9 – REQUIRED FORMS

FORM 9.1 – STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Vendor’s Acknowledgement Form
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- ☒ Form 9.4 – Drug Free Preference Statement
- ☒ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3) (a) F.S. in Public Entity Crimes
- ☒ Form 9.6 – Affidavit of Anti-Collusion Form
- ☒ Form 9.7 – Authorized Signatures/Negotiators
- ☒ Form 9.8 – Truth-In-Negotiations (TINA) Certification
- ☒ Form 9.9 – Vendor Application Form
- ☒ W-9 Form
- ☒ Copy of Certificate of Insurance
- ☒ Submission of one (1) original marked “ORIGINAL”, six (6) identical copies, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: CPH, Inc.

Vendor

Authorized Signature

12/02/2016

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statements of Qualifications (RFSQ) Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Statements of Qualifications at the prices or rates as finally negotiated. I agree that my Statement will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Statements of Qualifications.

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

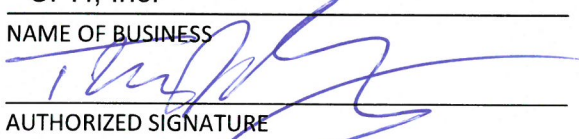
I further certify that this Statement is made without prior understanding, contract, connection, discussion, or collusion with any person, firm or corporation submitting a Statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFSQ; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT OF QUALIFICATIONS IS SUBMITTED:

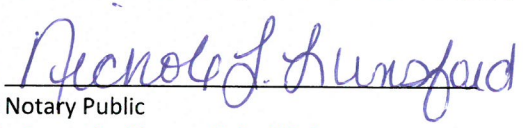
Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

CPH, Inc.	500 W. Fulton Street
NAME OF BUSINESS	MAILING ADDRESS
	Sanford, FL 32771
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
Thomas J. Galloway, PSM, Vice President	407.322.6841/ 407.330.0639
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
59-2068806	info@cphcorp.com
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS
STATE OF <u>FLORIDA</u>	COUNTY OF <u>SEMINOLE</u>

The foregoing instrument was acknowledged before me this day of 2nd December, 2016 by Thomas J. Galloway, PSM, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

NICHOLE L LUNSFORD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE 877651
MY COMMISSION EXPIRES APRIL 17, 2017


Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

CPH, Inc.

Name of Business

By: _____

Printed Name: Thomas J. Galloway, PSM

Title: Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 2nd day of December, 2016, by
Thomas J. Galloway, PSM, as Vice President of
(NAME) (TITLE)

CPH, Inc.

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

NICHOLE L LUNSFORD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE 877651
MY COMMISSION EXPIRES APRIL 17, 2017

Nichole L. Lunsford
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

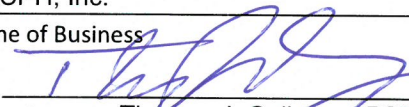
FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

CPH, Inc.
Name of Business
By: 
Printed Name: Thomas J. Galloway, PSM
Title: Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 2nd day of December, 2016, by
Thomas J. Galloway, PSM, as Vice President of
(NAME) (TITLE)
CPH, Inc.
(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

NICHOLE L LUNSFORD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE 677651
MY COMMISSION EXPIRES APRIL 17, 2017


Notary Public, State of FLORIDA

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Thomas J. Galloway, PSM, who, being by me first duly sworn, made the following statement:

1. The business address of CPH, Inc. (name of Offeror or business) is 500 W. Fulton Street, Sanford, FL 32771.
2. My relationship to CPH, Inc. (name of Offeror or business) is Vice President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, ~~executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor.~~ A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

CPH, Inc.
Name of Business
By: [Signature]
Printed Name: Thomas J. Galloway, PSM
Title: Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 2nd day of December, 2016, by
Thomas J. Galloway, PSM, as Vice President of
CPH, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

NICHOLE L LUNSFORD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE 377851
MY COMMISSION EXPIRES APRIL 17, 2017

[Signature]
Notary Public, State of FLORIDA

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6. – ANTI-COLLUSION FORM

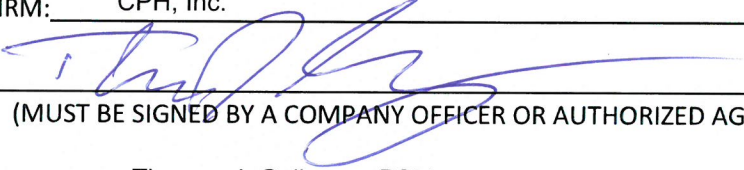
ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Statement of Qualifications is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Statement of Qualification for the same purpose and that the Statement of Qualifications is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Statements of Qualifications will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE STATEMENT OF QUALIFICATIONS REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: CPH, Inc.

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Thomas J. Galloway, PSM

TITLE: Vice President

ADDRESS: 500 W. Fulton Street

CITY: Sanford STATE: FL ZIP CODE: 32771

TELEPHONE: 407.322.6841 FAX: 407.330.0639

COMPLETION TIME: December 2, 2016

F.E.I.N. NUMBER: 59-2068806

NO Statement of Qualifications may be withdrawn for a period of one hundred and twenty (120) days subsequent to the submittal of the Statement of Qualifications, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

(Authorized Signature)

46

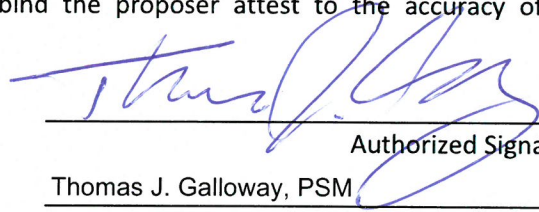
FORM 9.8 – TRUTH-IN-NEGOTIATION CERTIFICATE

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants Competitive Negotiation Act Section 287.055 Florida Statutes, and The Truth in Negotiations Act (TINA)

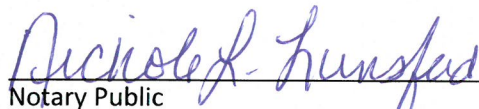
CPH, Inc. (Contractor) hereby certifies that wage rates, fringe rates and other factual unit costs supporting the compensation for the Professional Surveying CPH, Inc. services of CPH, Inc. to be provided under this Agreement, concerning The City of Port Orange are accurate, complete and current as of the time of contracting.

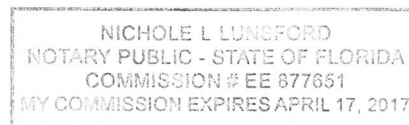
The hereby undersigned representative submits this certification that they are an authorized representative of the proposer who may legally bind the proposer attest to the accuracy of the information:


Authorized Signature
Thomas J. Galloway, PSM
Printed Name
Vice President
Title
CPH, Inc.
Name of Entity/Corporation

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me on this 2nd day of December, 2016, by Thomas J. Galloway, PSM (name of person whose signature is being notarized) as the Vice President (title) Of CPH, Inc. (name of corporation/entity). personally known to me as described herein Vice President, or produced a (type of identification) as identification, and who ~~did~~ did not take an oath.


Notary Public
Nichole L. Lunsford
Printed Name



My Commission Expires: 4-17-17
NOTARY SEAL ABOVE

This document must be completed and returned with your Submittal

FORM 9.9 - VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange Date: 12/01/2016

Attn: Purchasing Division

(386) 506-5718

PurchDiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Name of Individual or Business Name: CPH, Inc.

Payment Remit To Name: CPH, Inc.

Name/Title of Authorized Company

Officer or Authorized Agent: Thomas J. Galloway, PSM

Taxpayer Identification Number (TIN): 59-2068806

Vendor is: (☒) Corporation (☐) Sole Proprietorship (☐) Partnership
(☐) Other (Explain) _____

Permanent Residence/Corporate Office Address:

Address 500 West Fulton Street

City Sanford State FL Zip Code 32771

Phone 407.322.6841 Fax 407.330.0639

E-mail info@cphcorp.com

Payment Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Purchase Order Address (if different from Permanent Residence/Corporate Office Address):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Current W-9 Attached? Yes ☒ No ☐

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements. Vendor must submit proof of insurance coverage upon the City's request.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

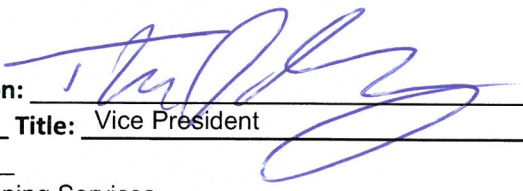
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Authorized Person Completing Application: 

Printed Name: Thomas J. Galloway, PSM

Title: Vice President

Date Signed: 12/02/2016

Commodity/Services Professional Surveying and Mapping Services

This document must be completed and returned with your Submittal

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

CPH, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

500 West Fulton Street

Requester's name and address (optional)

City, state, and ZIP code

Sanford, FL 32771

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

Employer identification number

5	9	-	2	0	6	8	8	0	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

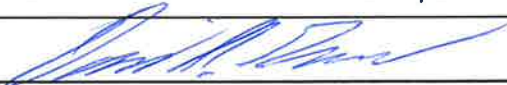
Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶



Date ▶

12/2/2016

General Instructions

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

Purpose of Form

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

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

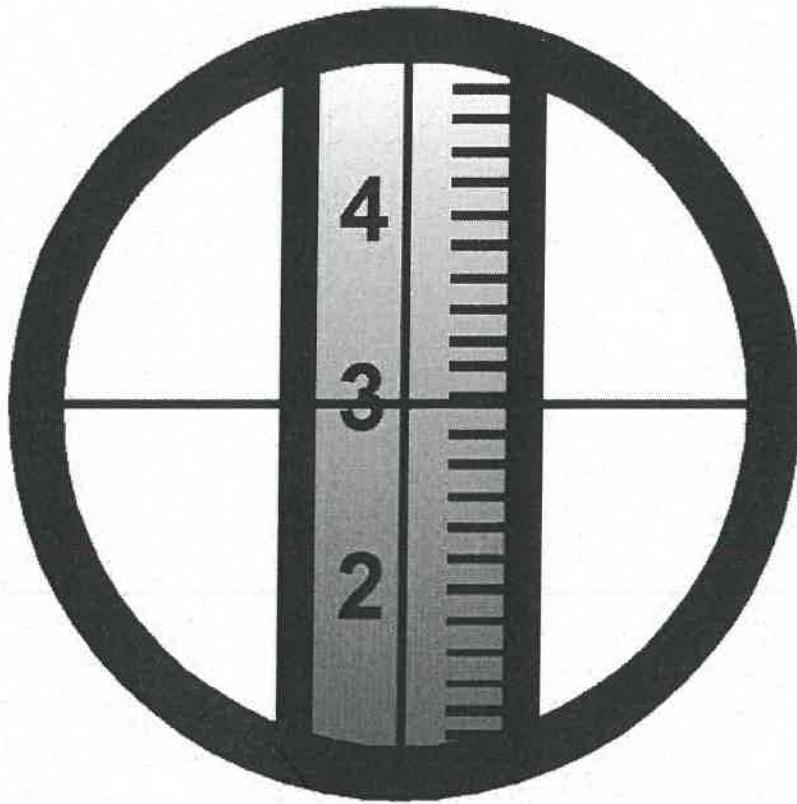
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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



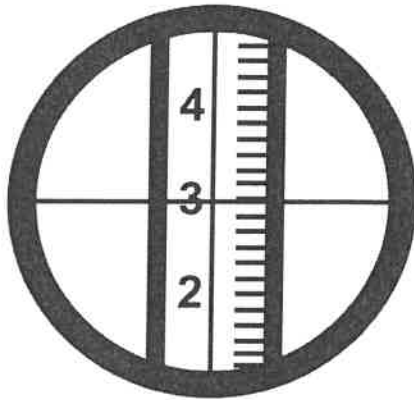
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

*CITY OF PORT ORANGE, FLORIDA
STATEMENT OF QUALIFICATIONS
PROFESSIONAL SURVEY SERVICES*

RFSQ #16-33

ORIGINAL

TABLE OF CONTENTS



*COMBINING 300 YEARS OF SURVEYING
EXPERTISE WITH SPACE AGE
TECHNOLOGY*

**SLIGER &
ASSOCIATES, INC.**

3921 NOVA ROAD
PORT ORANGE, FL 32127
386-761-5385
(FAX) 386-760-0619

*TAKING SURVEYING AND
MAPPING TO THE HIGHEST
LEVEL*

LETTER OF INTEREST 1

RESUMES OF KEY
PERSONNEL 2

REQUIRED FORMS 3

LICENSES AND
CERTIFICATE OF
INSURANCE 4

REFERENCES AND
EQUIPMENT





Dec. 15, 2016

Diana M. Fye, CPPB, FCPA
Purchasing Manager
Finance Dept., 1st Floor
1000 City Center Circle
Port Orange, FL 32129

RE: R.F.S.Q # 16-33 Continuing Surveying Services as needed.
Port Orange, Florida

Dear Ms. Fye

Sliger & Associates, Inc. is pleased to submit this letter of interest to provide Continuing Surveying Services for the City of Port Orange.

Sliger & Associates has successfully served both the public and private sectors throughout Central Florida for over four decades. **We are currently under contract with the City Daytona Beach, Volusia and Flagler Counties, and the School Board of Volusia County.** We have also provided surveying services for South Daytona, Holly Hill, Edgewater, Ormond Beach and DeLand, as well as many other private and corporate clients.

Sliger & Associates employs four Professional Land Surveyors, six field crews, a complete CAD department, and full administrative backup. Due to the substantial size of our firm, we have the necessary personnel available to handle large projects. We carefully assign the appropriate Project Manager to each job availing him the ample resources of our **staff of thirty plus, with combined surveying expertise of over 300 years.** All projects are given the same attention to detail. Sliger & Associates is a **Drug Free Workplace.**

We maintain a website at www.sligerassociates.com which provides complete company information and provides the ability to order surveys on-line 24/7. We can also instantaneously transmit CAD files via the Internet.

Addressed below are the items listed as the criteria for selection.

History or background of firm & Professional qualifications of the firm.

Founded in 1974 by Gus A. Sliger, former Chairman of the Florida State Board of Land Surveyors, S&A is the largest full service surveying & mapping firm in East Central Florida. In 1996 and 2004 the City of Port Orange (CPO) selection committee ranked Sliger & Associates, Inc. (S&A) #1. **We are currently utilizing the Topcon Total Stations, the Leica Prismless Laser Total Station (to locate previously in-accessible targets), and the Topcon High Precision Digital Level (for obtaining accurate vertical data and extending bench marks).** Our knowledgeable **field crews** are also equipped with **4 wheel drive vehicles**, the latest **electronic data collectors**, increasing accuracy and efficiency. Our highly trained CAD department utilizes the latest computer technology and **AutoCAD LDD** creating a reliable database, and seamlessly interfacing with related professionals.

Phone 386.761.5385

Free 877.775.4437

m:\winword\letofint\LOICityofPO#16-33.doc

Fax 386.760.0619



Dec. 15, 2016

Diana M. Fye

RE: R.F.S.Q # 16-33 Continuing Surveying Services as needed.
Port Orange, Florida

Page 2

Ongoing continuing education within the firm bolsters our associates' knowledge of the profession. S&A was one of the first surveying companies to utilize GPS, robotics, laser and digital data collection in surveying. Please see the resumes included in Section 3 of this book. We always attempt to project a professional image in our community with our friendly and courteous office staff, uniformed field personnel, and vehicles with appropriate signage.

Current and projected workload of the firm.

There are no projects currently scheduled or anticipated that would preclude S&A from continuing to provide all of the City of Port Orange land surveying needs. We have current work projected out for approximately two weeks.

Thank you for allowing us to submit on this request to provide Continuing Surveying Services as needed. We look forward to working with you and the City of Port Orange.

Sincerely,

Joseph E. Zapert, P.L.S.
President

Phone 386.761.5385

Free 877.775.4437

m:\winword\letofint\LOICityofPO#16-33.doc

Fax 386.760.0619



JOSEPH E. ZAPERT, President P.L.S. # 4046
Senior Project Manager

Education

Monsignor Bonner High School 1964
Drexel Hill, Pennsylvania
High School Graduation

Daytona Beach Junior College 1965-1966
Daytona Beach, Florida
General Education

Continuing Education

- Plat Laws # 6970 (2007)
- Florida Laws # 6966 (2007)
- Public Lands # 6979 (2007)
- ALAT/ACSM Land Title Survey Standards (2007)
- Public Lands Seminar (2004)
- Surveying History (2004)
- Florida Laws Seminar (2003)
- Tract V OHWL/State-Owned Lands – Management Issues & Springs of Florida (2002)
- Tract II Understanding DBPR an Update on MTS Part I (2002)
- Tract II Understanding DBPR an Update on MTS Part II (2002)
- Celestial Observation
- Chapter 177 - Plat Laws
- Computer Skills for the Land Surveyor
- GPS
- Minimum Technical Standards I & II
- North Star Seminar
- Subdivision Surveying & Calculator Programming
- Advanced Data Collection
-

Professional Associations

- Member of the Florida Society of Professional Land Surveyors
- Member of the Volusia County Chapter of Florida Society of Professional Land Surveyors
-

Professional Experience

Mr. Zapert began his Surveying career in 1972 with Lowery Brothers Construction. In 1974 he began working for Sliger. In 1979 he became a Survey Party Chief, mainly concentrating on Construction Surveying. Mr. Zapert became a Florida Professional Land Surveyor in 1983 and began working in the office in 1987 as a Project Manager. In January of 2000, Mr. Zapert became Senior Project Manager. In January of 2006 Mr. Zapert became President of Sliger & Associates Inc. Some of the many projects he has worked on are as follows:

- Port Orange Riverwalk (ALTA Boundary Survey)
- Madeline Avenue East Extension (Sketch & Description)
- Port Orange Firestation 72 (Topographic and Tree Surveys)
- Ponce Inlet Drainage Phase 1 and 2 (Specific Purpose Survey)
- Venetian Bay School (Boundary)
- Sweetwater Elementary School (Boundary, Topographic and Tree)
- Deland High School (Topographic)
- Elementary School "V" (Boundary, Topographic and Tree)
- Port Orange Wellfields, Port Orange, Florida (Set Aerial Targets, Locate Wetlands, Construction Staking Boundary Survey)
- Buttermilk Lane, Port Orange, Florida (Route Survey & Sketches & Descriptions)
- Buschman Stormwater Project, Port Orange, Florida (Topographic, Tree, Wetland Location,

- Construction Staking & Sketch & Description Surveys)
- Spruce Creek Road Sidewalk & Utilities, Port Orange, Florida (Right-of-Way Survey)
- B-23 Canal Stormwater Improvements, Port Orange, Florida (Boundary, Topographic, Tree & Wetland Location Surveys)
- Port Orange Middle School EE, Port Orange, Florida
- Port Orange Elementary School, Port Orange, Florida
- Rose Bay Sewer Improvements Project, Port Orange, Florida (Design & Route Survey)
- Wilson's Map of Port Orange, Florida (Boundary & Tree Survey)
- Port Orange Public Works Property, Port Orange, Florida (Boundary & Topographic Survey)
- Depot Project, Port Orange, Florida (Boundary, Topographic & Tree Survey)
- 91 Acre Annexation Parcel, Port Orange, Florida (Boundary Survey & Sketch & Description)
- Cambridge/Halifax Drainage, Port Orange, Florida (Topographic Survey)
- Spruce Creek High School, Port Orange, Florida
- Nova Road for F.D.O.T. Design, Port Orange, Florida (As-built Survey)
- Southwater Front Park (Topographic & Specific Purpose Survey)
- Lighthouse Point Park (Locate Trails, Obtain Elevations, Specific Purpose Survey)
- State Road 472 Force Main (Route Survey)
- Flagler Beach Downtown Utilities & Streetscape (Route & Specific Purpose Survey)
- Madeline Avenue Sidewalk & Roadway Improvement Project (Route & Specific Purpose Survey)
- Bay Street Design Project (Route & Specific Purpose Survey)
- Hand Avenue Collector Road Upgrade (Route & Specific Purpose Survey)
- Stone Island Proposed Force Main Project (As-Built, Specific Purpose & R-O-W Surveys)
- "New" New Smyrna Beach High School, New Smyrna Beach, Florida (Boundary & Wetland Survey)
- Daytona School Bus Transportation Center, Daytona Beach, Florida (Boundary, Topographic & Tree Survey)
- Middle School "GG", Ormond Beach, Florida (Boundary & Wetland Survey)
- Airport Road to Pioneer Trail, County of Volusia (Update Survey)
- New Smyrna Beach High School, New Smyrna Beach, Florida (Topographic Survey)
- PF Net Flagler/Volusia County Line to Mason Rd. (Right-of-Way Survey)
- Bethune Cookman College – South Campus Area, Daytona Beach, Florida (Tree & Topographic Survey)
- Thomas Fitch Grant, Volusia County, for The F.D.N.R. (Appraisal Map & Acquisition Survey)
- City of DeLand Reclaimed Water Extension, DeLand, Florida (Route Survey)
- Reuse Water Ground Storage Tank, Ormond Beach, Florida (Boundary & Topographic Survey, Construction Layout & As Built Survey)
- State Road 100, (2.5 Miles) (Wetlands Survey)
- State Road 100, (1.91 Miles) (Maintenance Map Survey)
- State Road 200, (6.16 Miles) (Control Map Survey)
- State Road 200, (6.16 Miles) (Design Survey)
- State Road 207, (19.2 Miles) Abandoned Railroad Corridor (Right-of-Way Control Map Survey)
- State Road 40 (Water Retention Area Surveys)
- State Road 40, (3.24 Miles) (Design Survey)
- State Road 40, (3.3 Miles) (Control Map Survey)
- State Road 40, (3.6 Miles) (Multi-Lane Reconstruction Survey)
- State Road 40, (4.3 Miles) (Baseline, Alignment, Bench Levels and References)
- State Road 430, (3.06 Miles) (Right-of-Way & Specific Purpose Survey)
- State Road 434, (1 Mile) (Control Map & Design Survey)
- State Road 436, (2.3 Miles) (Design Survey)
- State Road 436, (2500 Feet) (Design & Control Map Survey)
- State Road 436, (4.38 Miles) (Control Map Survey)
- State Road 439, (1.76 Miles) (Control Map Survey)
- State Road 439, (1.76 Miles) (Maintenance Map Survey)
- State Road 44, (1.5 Miles) (Control Map Survey)
- State Road 50 (2.77 Miles) (Specific Purpose Design Survey)
- State Road 514, (4.09 Miles) (Control Map Survey)
- State Road 5A, (2.3 Miles) (Multi-Lane Reconstruction Survey)
- State Road 5A, (2.3 Miles) (Right-of-Way Layout Work & Right-of-Way Monumentation)
- State Road 5A, (Water Retention Area Survey)
- State Road A1A, (1.39 Miles) (Right-of-Way Monumentation)
- State Road A1A, (4.1 Miles) (Control Map Survey)
- S.R. 100, Bunnell, Florida (Widening & Drainage Improvements)
- Lake George, Volusia County, for the F.D.N.R. (Appraisal Map & Acquisition Survey)
- Spruce Creek Park, Volusia County, for the F.D.N.R. (Appraisal Map & Acquisition Survey)

- State Road 100, (5.15 Miles) (Right-of-Way Maintenance Map Survey)
- State Road 15/600, (1.91 Miles) (Control Map Survey)
- “New” New Smyrna Beach High School, New Smyrna Beach, Florida (Boundary & Wetland Location Surveys)
- Halifax Plantation Wastewater Treatment Facility (Boundary, Topographic & Tree Surveys)
- Holly Hill Stormwater Projects, Holly Hill, Florida (Design & Route Survey)
- Tract “B” Courtland Recreation Park (Boundary & Topographic Survey)
- Nova Road Widening, Holly Hill, Florida (Waterline Tie-In Survey)
- Big Tree Road, South Daytona, Florida (Utility Survey)
- City of Holly Hill Gymnasium, Holly Hill, Florida (Engineering Design Survey)
- Flagler County Admin. Complex, Flagler, Florida (Wetlands & Storm Drains)
- Flagler County Courthouse Exp. Flagler, Florida (Topographic and Wetlands Surveys)
- Flagler County Drainage Easements Flagler, Florida (Easements)
- 55 Acres- Flagler County, Florida (Boundary Survey)

STEVEN T. KRUGER, P.L.S. # 4722
Vice President of Operations

Education

1971

Garden City High School
Garden City, New York
High School Graduation

1971-1973

University of Virginia
Charlottesville, Virginia
General Studies

1976-1978

Long Island University
Greenvale, New York
General Studies

1983-1988

Palm Beach Community College
Lake Worth, Florida
Associate Science/Land Surveying

Continuing Education

- Surveying History (2004)
- Florida Laws Seminar (2003)
- Tract II Understanding DBPR an Update on MTS Part I (2002)
- Tract II Understanding DBPR an Update on MTS Part II (2002)
- Tract III Sovereign Lands (2002)
- Surveying Florida's Spanish Land Grants (2002)
- Mean High Water Seminar (2001)
- Acreage Boundary Survey
- Condominiums
- Fundamentals of Real Property Law
- Lot/Block Surveying
- Mean High Water Surveying
- Minimum Technical Standards I & II
- Professional Responsibility, Contracts & Liability
- Florida Plat Law
- National Flood Insurance Program
- Survey Court Decisions in Florida
- Florida's Minimum Technical Standards
- The Liability Environment
- AutoCADD 2000 – Land Development 3
- Advanced Data Collection

Professional Associations

- Palm Beach Community College Engineering and Technology Department former Surveying Instructor
- Palm Beach County Chapter of the Florida Society of Professional Land Surveyors former Treasurer

STEVEN T. KRUGER (CONT.)

Professional Experience

Mr. Kruger began his Surveying career in 1981 as a Rodman/Chainman. He became a Survey Party Chief in 1984, specializing in Construction Surveying. In 1988 Mr. Kruger moved into the office as a Cad Technician. In 1989 he became a Florida Professional Land Surveyor. In December of 2005 Mr. Kruger became Vice President of Operations. Mr. Kruger has worked at Sliger & Associates, Inc. since 1991 and has acted as Senior CAD Technician/Project Manager on the following projects.

- La Silvana, Daytona Beach (Boundary and Design)
- Daytona Beach Hilton Hotel (Boundary and Design)
- Walgreen's at Taylor Road (Boundary & Design)
- Marbella Condominium (Design Survey)
- Donnelly Plant (Boundary and Condominium)
- Ocean Palm Golf Course (Boundary and Design)
- Wilson Map of Port Orange, Port Orange, Florida (Boundary & Tree Survey)
- Sterling Chase P.U.D. Phases I, II, III, Port Orange, Florida
- Sabal Creek P.U.D. Phases I, II, III, Port Orange, Florida
- Port Orange Wellfields, Port Orange, Florida (Set Aerial Targets, Locate Wetlands & Construction Staking)
- Buttermilk Lane, Port Orange, Florida (Route Survey & Sketches & Descriptions)
- Cross Creek Phases I, II, Port Orange, Florida
- Museum of Arts & Sciences, Daytona Beach, Florida (Boundary, Topographic & Tree Survey)
- River Breeze Park (Specific Purpose Survey)
- Smyrna Dunes Park, New Smyrna Beach, Florida (Design & Submerged Land Lease Survey)
- Ford Survey – Volusia County Land Acquisition (Boundary Survey)
- St. Maartens Condominium (Boundary and Design Survey)
- St. Kitts Condominium (Design Survey)
- Cloisters of DeLand, DeLand, Florida (Record Plat)
- Oak Pointe Business Center (Boundary & As-Built Survey, Condominium Documents)
- Airport Road Commercial Subdivision (Boundary & Design Survey, Record Plat)
- Hidden Lake Golf Course (Boundary Survey)
- The Lively Arts Center (Design Survey)
- FPL Public Utility Easements, Volusia County
- Bethune-Cookman College Core Campus, Daytona Beach, Florida (Boundary Survey)
- Daytona Beach Lively Arts Center, Daytona Beach, Florida (Boundary & Mean High Water Line Survey)
- Daytona Beach Main Street Pier, Daytona Beach, Florida (Submerged Land Lease Survey)
- Atlantic Villas, New Smyrna Beach, Florida (Condominium)
- Edgewater Lakes Phase 1 Edgewater, Florida (Boundary Survey and Plat)
- Osprey Cove Subdivision (Recorded Plat)
- Country Club Harbor Replat (Boundary & Mean High Water Line Survey)
- Walt's 2nd Addition to DeLand, DeLand, Florida (Boundary Survey)
- Nascar Marina (Specific Purpose & Mean High Water Line Survey)
- Section 24, Township 16 South, Range 33 East, 1793 Taylor Road (Boundary Survey)
- Assessors Subdivision of US lot 1 (Sketch & Description)
- Kahnway Heights, Lots 7 & 8, Block 4 (Topographic Survey)
- Critter Fleet, Ponce Inlet, Florida (FDEP)
- Indian River Lagoon Preserve (Boundary, Wetland & Safe Upland Line Survey)
- Palm Harbor Shopping Center (Boundary Survey)
- University Highlands, Lot 19, Block 8 and Lots 10-12/23-25, Block 10 (Boundary Survey)
- Handy Way, South Daytona, Florida (Recertified Survey)
- Northshore Subdivision, C-2 and C-3 (Plat Review)

STEVEN T. KRUGER (CONT.)

- Home Acres, Lots 2-5 and ½ of Lot 6, Block 4 (Boundary Survey)
- Thomas T. Allen Subdivision, Lots 3-4 plus Riparian Rights (Boundary, Topographic & Tree Survey)
- Atrium Apartments, Daytona Beach, Florida (ALTA/ACSM Land Title Survey)
- Tomoka Christian Church, Ormond Beach, Florida (Boundary Survey)
- Briere's Subdivision, Lots 1-3 and 6-8 (Boundary Survey)
- W.A. Hurst Elementary School
- Mainland Senior High School, Daytona Beach, Florida
- State Road 5A (Topographic, Cross-Sections & Underground Utilities Survey)
- S. R. 802, (1.88 Miles) (Right-of-Way Survey)
- Old Mission Road Volusia County (Route Survey)
- Old Mission Road Continuation, Volusia County (Route Survey)
- Daytona Beach Outlet Mall, Daytona Beach, FloridaFood Lion at the Groves Shopping Center
- Gleneagles Country Club, Delray Beach, Florida
- Haverhill Road, West Palm Beach, Florida
- I-95 HOV (High Occupancy Vehicle) Lanes (3.9 Miles) (Right-of-Way Survey)
- Kissimmee Chain of Lakes, S.F.W.M.D, Kissimmee, Florida
- Lake Worth Road, Lake Worth, Florida
- Military Trail, Delray, Florida
- Palm Beach Park of Commerce, Palm Beach, Florida
- Palm Harbour Shopping Center
- Pelican Bay Country Club
- Plantation Bay Golf & Country Club
- La Costa Village Mobile Home Park, Daytona Beach, Florida
- Spruce Creek C.A.R.L. Project, Volusia County State Acquisition Project
- Tanglewood Mobile Home Estates
- Gateway Village Shopping Center, DeLand, Florida
- The Polo Club, Boca Raton, Florida
- Turnbull Bay Country Club, New Smyrna Beach, Florida
- Wycliffe Golf & Country Club
- West Gate Square, Orlando, Florida
- Blue Gable Mobile Home Park
- Whisperwood Mobile Home Park
- Banana Cay Apartments
- Sea Love Marina, Ponce Inlet, Florida (Submerged Land Lease Survey)
- Lighthouse Boat Yard, Ponce Inlet, Florida (Submerged Land Lease Survey)
- El Pino Parque (Riparian Rights & Dock Permit Survey)
- The Old Florida Club, Ponce Inlet, Florida (Submerged Land Lease Survey)
- English Jims Marina, Daytona Beach, Florida (Submerged Land Lease Survey)
- FLP Public Utility Easements (Safe Upland Line Survey)
- Daytona Beach Museum of Arts & Sciences, Daytona Beach, Florida (Boundary & Design survey)
- 444 Seabreeze Boulevard, Daytona Beach, Florida (ALTA/ACSM Land Title Survey)
- Eckerd's, Deltona, Florida (ALTA/ACSM Land Title Survey)
- Kaye Parcels – Volusia County Land Acquisition
- Holiday Village Mobile Home Park
- Holly Hill Stormwater Projects, Holly Hill, Florida (Design & Route Survey)

MICHAEL S. MURPHY, P.S.M. # 6207
Project Manager

Education

1974
Oakton High School,
Vienna, Virginia

1974 - 1979
Virginia Polytechnic Institute & State University
Blacksburg, Virginia

Continuing Education

- Surveying Math
- Advanced Data Collection
- Mapping Florida's Wetlands
- Florida Unified Wetland Delineation Methodology
- Public Land Surveys
- Plant/Tree Identification
- Work Zone Traffic Control Intermediate Course
- Practical Geometry for Surveyors (2004)
- Minimum Technical Standards (2004)

Professional Experience

Mr. Murphy began his Surveying career with Sliger & Associates, Inc. in 1980. He became a Survey Party Chief in 1983. He was research technician for the firm from 1991-1996. Mr. Murphy became a P.S.M. on January 22, 2001. and became a Project Manager in November of 2003. He has worked on the following Projects.

- Bushman Parcel Storm Waters Improvements, Port Orange, Florida
- Ken Bern Storm Water Improvements, Port Orange, Florida
- Port Orange Elementary School, Port Orange, Florida
- Spruce Creek Road Sidewalk & Utilities, Port Orange, Florida (Right-of-Way Survey)
- Buttermilk Lane, Port Orange, Florida (Route Survey & Sketches & Descriptions)
- Candlewood Lane, Port Orange, Florida (Route Survey)
- Port Orange Public Works Property, Port Orange, Florida (Boundary & Topographic Survey)
- Depot Project, Port Orange, Florida (Boundary, Topographic & Tree Survey)
- Wilson's Map of Port Orange, Port Orange, Florida (Boundary & Tree Survey)
- Palms Del Mar Drainage Improvements, Port Orange, Florida (Topographic Survey)

MICHAEL S. MURPHY, P.S.M. (Cont.)

- East Port Business Park, Port Orange, Florida (Boundary, Topographic & Tree Survey)
- Cross Creek Phases I, II, Port Orange, Florida
- Port Orange Wellfields, Port Orange, Florida (Set Aerial Targets, Locate Wetlands & Construction Staking)
- Vineyards, Phase IV, Port Orange, Florida (As-Built Survey)
- Southwater Front Park (Specific Purpose Survey)
- River Breeze Park (Specific Purpose Survey)
- Museum of Arts & Sciences, Daytona Beach, Florida (Boundary, Topographic & Tree Survey)
- 55 Acre Public Works Expansion (Topographic and Wetlands Survey)
- Lighthouse Point Park, Ponce Inlet, Florida (Specific Purpose Survey)
- Atrium Apartments, Daytona Beach, Florida (Boundary Survey)
- Briere's Subdivision, Lots 1-3 and 6-8 (Boundary Survey)
- Kahnway Heights, Lots 7-8, Block 4 (Topographic Survey)
- Section 24, Township 16 South, Range 33 East, 1763 Taylor Road (Boundary Survey)
- Critter Fleet, Ponce Inlet, Florida (FDEP Survey)
- Indian River Lagoon Preserve (Boundary, Wetland & Safe Upland Line Surveys)
- Northshore Subdivision, C-2 & C-3 (Plat Review)
- Section 13, Township South, Range 33 East, Lots 1-2 (Mean High Water Survey)
- Globalink – Revilo Boulevard Access Location
- Thrift Tracts (Boundary Survey)
- Daytona School Bus Transportation Center, Daytona Beach, Florida (Boundary, Topographic & Tree Survey)
- Publix Supermarket, Holly Hill, Florida
- Oceanview Section of Halifax Estates, Lots 17-18 (Boundary & Topographic Survey)
- Middle School "GG", Ormond Beach, Florida (Boundary & Wetlands Survey)
- Ruby Tuesday – Bellair Plaza, Daytona Beach, Florida (Boundary Survey)
- Riverwalk Survey, Edgewater, Florida
- Magnolia Avenue Sidewalk Survey, South Daytona, Florida
- Spruce Creek Golf Course, Port Orange, Florida (Boundary Survey)
- Flagler County, Old Kings Elementary School
- Turie T. Small Elementary School
- Daytona Highlands, Lots 9-11 and 27-31, Block 7, Daytona Beach, Florida (Boundary Survey)
- Pelican Bay Subdivision, Daytona Beach, Florida
- Breakaway Trails Phase I & II, Ormond Beach, Florida
- Ocean Oaks Apartments
- Southern Oaks Subdivision
- Southpost Subdivision
- Daytona International Speedway Grandstands, Daytona Beach, Florida
- Sterling House, Ormond Beach, Florida

MICHAEL S. MURPHY, P.S.M. (Cont.)

- Stratford Technical Institute, Edgewater, Florida
- Votran, South Daytona, Florida
- Signature Executive Park
- Cypress Cove @ Pelican Bay Phase 2 & 3
- Green Dunlawton PCD North
- Debary Plantation Golf & Country Club, Debary, Florida
- Plantation Bay Golf & Country Club
- Pelican Bay Country Club, Daytona Beach, Florida
- Plantation Bay Subdivision
- Sea Love Marina, Ponce Inlet, Florida (Submerged Land Lease Survey)
- Lighthouse Boat Yard, Ponce Inlet, Florida (Submerged Land Lease Survey)
- El Pino Parque (Riparian Rights & Dock Permit Survey)
- Nascar Marina (Mean High Water Line Survey)
- Country Club Harbor (Mean High Water Line Survey)
- The Old Florida Club, Ponce Inlet, Florida (Submerged Land Lease Survey)
- English Jims Marina, Daytona Beach, Florida (Submerged Land Lease Survey)
- The Lively Arts Center (Mean High Water Line Survey)
- Bethune Cookman College, Daytona Beach, Florida (Boundary & Tree Survey)
- Museum of Arts & Sciences, Daytona Beach, Florida (Boundary, Topographic & Tree Location Survey)
- St. Croix Condominium (Construction Staking)
- Bethune Cookman College Music Hall, Daytona Beach, Florida (Construction Staking)
- “New” New Smyrna Beach High School, New Smyrna Beach, Florida (Boundary, Topographic & Tree Survey)
- International Speedway Boulevard Streetscape, Daytona Beach, Florida (Route Survey)
- Edgewater Lakes, Edgewater, Florida (Boundary Survey)
- Marineland Acres Drainage Improvements (Route Survey)
- City of Ponce Inlet Drainage Improvements, Ponce Inlet, Florida (Route Survey)
- New Wellness Center, Holly Hill, Florida (Specific Purpose & Construction Layout Survey)
- East Minnesota Avenue Water Main Extension, Deland, Florida (Route Survey)
- Holly Hill Stormwater Projects, Holly Hill, Florida (Design & Route Survey)
- Stone Island Proposed Force Main Project (As-Built, Specific Purpose & Right-of-Way Surveys)
- Reed Canal & Oak Lea Drive, South Daytona, Florida (Utility Survey)
- City of Holly Hill Gymnasium, Holly Hill, Florida (Engineering Design Survey)
- Ormond Lakes, Unit 8, Ormond Beach, Florida (As-Built Survey)
- Gardens Business Center, Ormond Beach, Florida (As-Built Survey)
- Springleaf Subdivision, Ormond Beach, Florida (As-Built Survey)

DAVID HITCHCOCK
Senior CAD Technician

Education

1975

Lincoln High School
Des Moines, Iowa
High School Diploma

1976-1977

Defense Mapping School
Ft. Belvoir, Virginia
Diploma - Basic Geodetic Surveying

1983-1984

Henry Ford Community College
Dearborn, Michigan
Continuing Education Courses in Surveying

1995

University of Arkansas
Fayetteville, Arkansas
Continuing Education Courses in Surveying

Professional Experience

- Mr. Hitchcock began his surveying career in 1975 while enlisted in the Marine Corps. He received L.S.I.T. Certificate in Arkansas in 1995. He has experience in preparing boundary, topographic and construction surveys. Mr. Hitchcock came to Sliger & Assoc., Inc. in 1998 as Senior Cad Technician and Crew Chief. He has worked on the following projects.
- Creekside Middle School (Boundary & Construction Layout Surveys)
- Spruce Creek elementary School (Boundary and Topographic Surveys)
- Deland High School (Improvements)
- Flagler County Drainage Maintenance 2 & 4 (Sketch & Description & Specific Purpose)
- Port Orange Landings Phase 1 (Boundary and Plat)
- Mirror Lake (Boundary)
- Sweetwater Elementary School (Boundary, Topographic and Tree)
- Coquina Cove Phase 1 (Plat)
- Spruce Creek Road Sidewalk & Utilities, Port Orange, Florida (Right-of-Way Survey)
- Port Orange Wellfields, Port Orange, Florida (Set Aerial Targets, Locate Wetlands & Construction Staking)
- Buttermilk Lane, Port Orange, Florida (Route Survey)
- City of Port Orange Annexation Maps
- Royal Palm P.U.D. – Port Orange, Florida
- Public Safety Building, Port Orange, Florida
- Taylor Road, Port Orange, Florida
- East Port Business Park, Port Orange, Florida (Topographic & Construction Layout Surveys)
- South Flamingo Drive Drainage Improvements, Port Orange, Florida (Route Survey)
- Buschman Stormwater Project, Port Orange, Florida (Topographic, Tree, Wetland Location, Construction Staking & Sketch & Description Surveys)
- 91 Acre Annexation Parcel, Port Orange, Florida (Boundary Survey & Sketch & Description)
- Southwater Front Park (Sketch & Description & Specific Purpose Survey)
- River Breeze Park (Specific Purpose Survey)
- Mainland High School, Daytona Beach, Florida (Boundary & Topographic Surveys)
- Hand Avenue Collector Road Upgrade, Ormond Beach, Florida (Boundary & Topographic Surveys)
- Wal-Mart Store, Inc., DeLand, Florida
- Western Reserve Area Utilities
- Mulligan Properties
- Wal-Mart Stores, Inc., Wauchula, Florida
- Wal-Mart Stores, Inc., Arcadia, Florida
- Wal-Mart Stores, Inc., Marianna, Florida
- Stone Island Proposed Force Main Project

DAVID HITCHCOCK (CONT.)

- U.S. 1 & Dunlawton Ave. Redevelopment Project
- Burger King – Taylor Rd. & Homier Rd.
- 186 Acre Tract – Williamson Boulevard
- Eckerd's, Deltona, Florida
- Wal-Mart Store, Inc., Daytona Beach, Florida
- W.A. Hurst Elementary School
- Turie T. Small Elementary School
- Atlantic High School
- Daytona Highlands, Lots 9-11 and 27-31, Block 7, Daytona Beach, Florida
- E.H. Shoemaker Subdivision
- New Smyrna Beach High School, New Smyrna Beach, Florida
- Holly Hill Stormwater Projects, Holly Hill, Florida (Design & Route Survey)
- East Minnesota Avenue Water Main Extension, DeLand, Florida (Route Survey)
- S. Atlantic Ave. from Columbus Ave to Flagler Ave., New Smyrna Beach, Florida (Topographic & Specific Purpose Survey)
- State Road 44, DeLand, Florida (Utility Survey)
- Atlantic Avenue Sidewalk Easements (Right-of-Way Monumentation)
- Panama Canal
- Centrally Automated Transit System, Detroit, Michigan
- D.O.T. Hwy 71, Arkansas
- D.O.T. Hwy 63 By-Pass, Arkansas
- City of Des Moines, IA.
- U.S. Corps of Engineers
- U.S. Corps of Engineers, Missouri River

JOHN R. MOLLER, JR.
Senior CAD Technician

Education

1981

Malden High School
Malden, Massachusetts

1992 - 1997

Daytona Beach Community College
Daytona Beach, Florida
Applied Technical Math
CAD I

Continuing Education

- 1999 Advanced Data Collection
- 2000 GPS Training
- 2001 GPS Training-Advanced

Professional Experience

Mr. Moller began his surveying career with Sliger & Associates, Inc. in 1990. He became a Survey Party Chief in 1994. Mr. Moller has acted as a Survey Party Chief on the following projects. He served as a Senior CAD Technician from 1998 to 1999 concentrating on large topographic surveys and engineering surveys. He is currently working as a Survey Party Chief again.

- Rose Bay Area Collection System, Port Orange, Florida
- Port Orange Wellfields, Port Orange, Florida (Set Aerial Targets, Locate Wetlands & Construction Staking) (GPS)
- Flagler County Drainage Maint. 2 & 4 (Sketch & Description of Ditches and Easements)
- Port Orange Planometric Project, Port Orange, Florida (GPS)
- Waters Edge Phases II, III, IV – VIII, Port Orange, Florida
- Future Fire Station #1, Port Orange, Florida (Topographic & As-Built Survey)
- Port Orange Causeway Island, Port Orange, Florida (Mean High Water, Boundary, Topographic & Cross Section)
- Town Park Subdivision, Port Orange, Florida (Sectional & Boundary Survey)
- Waters Edge, Port Orange, Florida (Boundary & Jurisdiction Survey)
- Wal-Mart Stores, Inc., Port Orange, Florida (Boundary, Topographic & Route Survey)
- Port Orange Elementary School, Port Orange, Florida
- Spruce Creek High School, Port Orange, Florida (Boundary, Topographic & Sectional Survey) (GPS)

JOHN R. MOLLER, JR. (CONT.)

- East Port Business Park, Port Orange, Florida (Boundary, Topographic & Tree Survey)
- Buschman Stormwater Project, Port Orange, Florida (Topographic, Tree, Wetland Location, Construction Staking & Sketch & Description Surveys)
- 91 Acre Annexation Parcel, Port Orange, Florida (Boundary Survey & Sketch & Description)
- Cambridge/Halifax Drainage, Port Orange, Florida (Topographic Survey)
- Sweetwater Hills Drainage Improvements, Port Orange, Florida (Topographic Survey)
- Royal Palm P.U.D., Port Orange, Florida (Boundary Survey) (GPS)
- NW Utility Extension, Williamson & Shunz Road, Port Orange, Florida (Aerial Target/Control) (GPS)
- Smyrna Dunes Park, New Smyrna Beach, Florida (Design & Submerged Land Lease Survey)
- FPL Public Utility Easements, Volusia County, Florida
- Landmar Aerial Targets (GPS)
- Lundsford Farm (GPS)
- New Smyrna Beach High School Agricultural Farm, New Smyrna Beach, Florida (Sectional Survey) (GPS)
- Atlantis Development (Boundary & Topographic Survey) (GPS)
- Williamson Boulevard Project (GPS)
- Stone Island Proposed Force Main Project
- DeLand High School, DeLand, Florida (Topographic Survey & Construction Staking)
- St. James Episcopal School (Boundary, Topographic & Wetland Survey)
- Fifth District Court of Appeals, Daytona Beach, Florida (Construction Layout)
- State Road 50 (2.77 Miles) (Specific Purpose Design Survey)
- State Road 45 (0.28 Miles) (Design Survey)
- Westport Square Shopping Center
- Shadow Crossings Subdivision
- Debary Golf & Country Club, Phases 13, 13B-1, 18, 17B, 17C, 20, 21, Debary, Florida
- Blue Lake Extension (Stake Center Line, Route, Topographic Survey & Cross Section)
- Howe & Currier (Sectional Survey)
- Stanaki - Jurisdiction
- Dee Dot Ranch (Sectional, Mean High Water & Boundary Survey)
- Daytona International Speedway, Daytona Beach, Florida (Nighttime Lighting Project)
- Daytona International Speedway Infield Care Center, Daytona Beach, Florida
- Daytona International Speedway Backstretch, Daytona Beach, Florida
- Daytona USA, Daytona Beach, Florida (Topographic & As-Built Survey)
- Bill France Boulevard Widening Project, Daytona Beach, Florida (Route Survey)
- East Coast Beltline Extension (Route & Right-of-Way Survey)
- Flagler County ICWW Sidewalk Easement (Boundary & Route Survey)
- Hawaiian Tropic (Boundary & Topographic Survey)
- Wal-Mart Stores, Inc., DeLand, Florida (Boundary, Topographic & Route Survey)
- Wal-Mart Stores, Inc., Daytona Beach, Florida (Boundary, Topographic & Route Survey)
- Wal-Mart Stores, Inc., Jacksonville, Florida (Boundary, Topographic & Route Survey)

JOHN R. MOLLER, JR. (CONT.)

- Sam's Club, Ocoee, Florida (Boundary, Topographic & Route Survey)
- Bethune Cookman College, Daytona Beach, Florida (Route & Topographic Survey)
- Riverside at Debary, Debary, Florida (Boundary, Topographic, Wetlands, Mean High Water Route & Archeological Surveys)
- W.A. Hurst Elementary School
- New Smyrna Beach High School, New Smyrna Beach, Florida
- Plantation Bay Golf & Country Club
- L.P.G.A. Golf Course
- Turnbull Bay Country Club, New Smyrna Beach, Florida
- Indian River Lagoon (Safe Upland Line Survey)
- Country Club Harbor (Mean High Water Line Survey)
- FPL Public Utility Easements, Safe Upland Line (Route & Hydrographic Survey) (GPS)
- The Lively Arts Center, Daytona Beach, Florida (Mean High Water Line Survey) (GPS)
- Rolling Hills (Topographic & Bathometric Surveys) (GPS)
- Nascar Marina (Hydrographic Survey) (GPS)
- Reed Canal Outfall in Halifax River, South Daytona, Florida (Elevation Survey)
- Flagler County Drainage Project (Sectional-Topographic Survey)
- Smyrna Dunes, New Smyrna Beach, Florida (Hydrographic Survey) (GPS)
- Wal-Mart Stores, Inc., DeLand, Florida (Construction Staking)
- Bellagio (Boundary, Coastal Construction Control Line & Topographic Survey)
- Milan (Boundary, Coastal Construction Control Line & Topographic Survey)
- Thayer Canal (Topographic & As-Built Survey, Construction Staking) (GPS)

SECTION 9 – REQUIRED FORMS

FORM 9.1 – STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST

- X Form 9.2 – Vendor’s Acknowledgement Form
- X Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- X Form 9.4 – Drug Free Preference Statement
- X Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3) (a) F.S. in Public Entity Crimes
- X Form 9.6 – Affidavit of Anti-Collusion Form
- X Form 9.7 – Authorized Signatures/Negotiators
- X Form 9.8 – Truth-In-Negotiations (TINA) Certification
- X Form 9.9 – Vendor Application Form
- X W-9 Form
- X Copy of Certificate of Insurance
- X Submission of one (1) original marked “ORIGINAL”, six (6) identical copies, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: Sliger & Associates
Vendor

[Signature]
Authorized Signature

12/12/2016
Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statements of Qualifications (RFSQ) Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Statements of Qualifications at the prices or rates as finally negotiated. I agree that my Statement will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Statements of Qualifications.

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

I further certify that this Statement is made without prior understanding, contract, connection, discussion, or collusion with any person, firm or corporation submitting a Statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFSQ; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT OF QUALIFICATIONS IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Sliger & Associates Inc

NAME OF BUSINESS

3921 Nova Road

MAILING ADDRESS

[Signature]

AUTHORIZED SIGNATURE

Port Orange, FL 32127

CITY, STATE & ZIP CODE

Joe Zapert President

NAME, TITLE, TYPED

386- 761- 5385

TELEPHONE NUMBER / FAX NUMBER

59- 1976051

FEDERAL IDENTIFICATION #

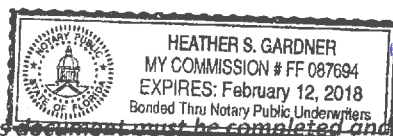
jzapert@sligerassociates. com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of December 12, 2016 by Joseph Zapert, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:



[Signature]
Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Sliger & Associates, Inc
Name of Business
By: _____
Printed Name: Joe Zapert
Title: President

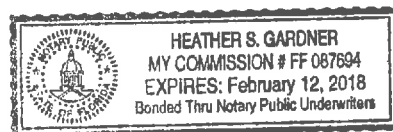
STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 12 day of December, 2016 by
Joseph Zapert as President of _____

(NAME) (TITLE)
Sliger & Associates, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.



Heather S. Gardner
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Sliger & Associates, Inc

Name of Business

By:

Printed Name: Joe Zapert

Title: President

STATE OF Florida

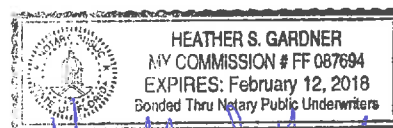
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 12 day of December, 2016 by
Joseph Zapert, as President of
Sliger & Associates, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Joe Zapert, who, being by me first duly sworn, made the following statement:

1. The business address of 3921 Nova Rd, Port Orange FL 32127 (name of Offeror or business) is Sliger & Associates Inc.
2. My relationship to Sliger & Associates Inc (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Sliger & Associates Inc

Name of Business

By: [Signature]

Printed Name: Joe Zapert

Title: President

STATE OF Florida

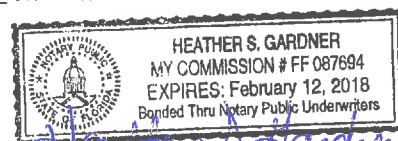
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 12 day of December, 2016 by Jospeh Zapert, as President of Sliger and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6. – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Statement of Qualifications is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Statement of Qualification for the same purpose and that the Statement of Qualifications is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Statements of Qualifications will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE STATEMENT OF QUALIFICATIONS REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Sliger & Associates

SIGNED BY: [Signature]
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Joe Zapert

TITLE: President

ADDRESS: 3921 Nova Rd

CITY: Port Orange STATE: FL ZIP CODE: 32127

TELEPHONE: 386- 761- 5385 FAX: 386- 760- 0619

COMPLETION TIME: _____

F.E.I.N. NUMBER: 59- 1976051

NO Statement of Qualifications may be withdrawn for a period of one hundred and twenty (120) days subsequent to the submittal of the Statement of Qualifications, without the consent of the City of Port Orange.

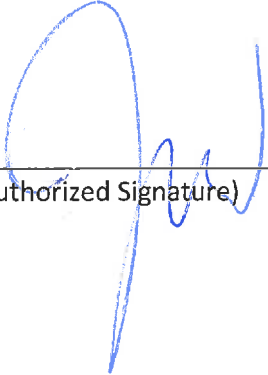
NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	<u>Joe Zapert</u>	Title	<u>President</u>	Phone #	<u>386- 761- 5385</u>
	<u>Steve Kruger</u>		<u>Vice President</u>		<u>386- 761- 5385</u>
	<u>Clyde VanKleeck</u>		<u>Project Manager</u>		<u>386- 761- 5385</u>
	<u>Mike Murphy</u>		<u>Project Manager</u>		<u>386- 761- 5385</u>



(Authorized Signature)

This document must be completed and returned with your Submittal

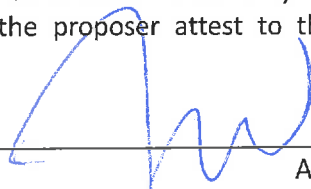
FORM 9.8 – TRUTH-IN-NEGOTIATION CERTIFICATE

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants Competitive Negotiation Act Section 287.055 Florida Statutes, and The Truth in Negotiations Act (TINA)

Sliger & Associates, Inc. (Contractor) hereby certifies that wage rates, fringe rates and other factual unit costs supporting the compensation for the survey _____ services of Sliger & Associates to be provided under this Agreement, concerning City of Port Orange are accurate, complete and current as of the time of contracting.

The hereby undersigned representative submits this certification that they are an authorized representative of the proposer who may legally bind the proposer attest to the accuracy of the information:



Authorized Signature
Joe Zapert

Printed Name
President

Title
Sliger & Associates Inc

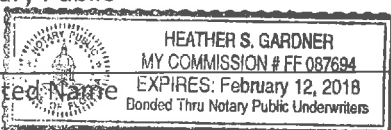
Name of Entity/Corporation

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me on this 12 day of December, 2010, by Joseph Zapert (name of person whose signature is being notarized) as the President (title) Of Sliger & Associates, Inc. (name of corporation/entity). personally known to me as described herein personally known, or produced a _____ (type of identification) as identification, and who did / did not take an oath.



Notary Public



Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

This document must be completed and returned with your Submittal

FORM 9.9 - VENDOR APPLICATION



**City of Port Orange
Vendor Application**

City of Port Orange Date: _____

Attn: Purchasing Division

(386) 506-5718

PurchDiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Name of Individual or Business Name: Sliger & Associates Inc

Payment Remit To Name: Joe Zapert

Name/Title of Authorized Company

Officer or Authorized Agent: Joe Zapert

Taxpayer Identification Number (TIN): 59- 1976051

Vendor is: (☒) Corporation (☐) Sole Proprietorship (☐) Partnership

(☐) Other (Explain) _____

Permanent Residence/Corporate Office Address:

Address 3921 Nova Rd

City Port Orange State FL Zip Code 32127

Phone 386- 761- 5385 Fax 386- 760- 0619

E-mail www. sligerassociates. com

Payment Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Purchase Order Address (if different from Permanent Residence/Corporate Office Address):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Current W-9 Attached? Yes ☒ _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements. Vendor must submit proof of insurance coverage upon the City's request.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I **certify** that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Authorized Person Completing Application: _____

Printed Name: Joe Zapert

Title: President

Date Signed: 12/12/2016

Commodity/Services Survey & Mapping

This document must be completed and returned with your Submittal

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sliger & Associates Incorporated	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 3921 Nova Road	Requester's name and address (optional) School District of Volusia County Finance Dept, Attn: Heather Knight POB 2118 Deland FL 32720-2118
	6 City, state, and ZIP code Port Orange FL 32127	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

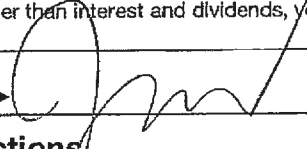
Social security number								
			-			-		
or								
Employer identification number								
5	9	-	1	9	7	6	0	5 1

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ Nov. 9, 2016
-----------	--	----------------------------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

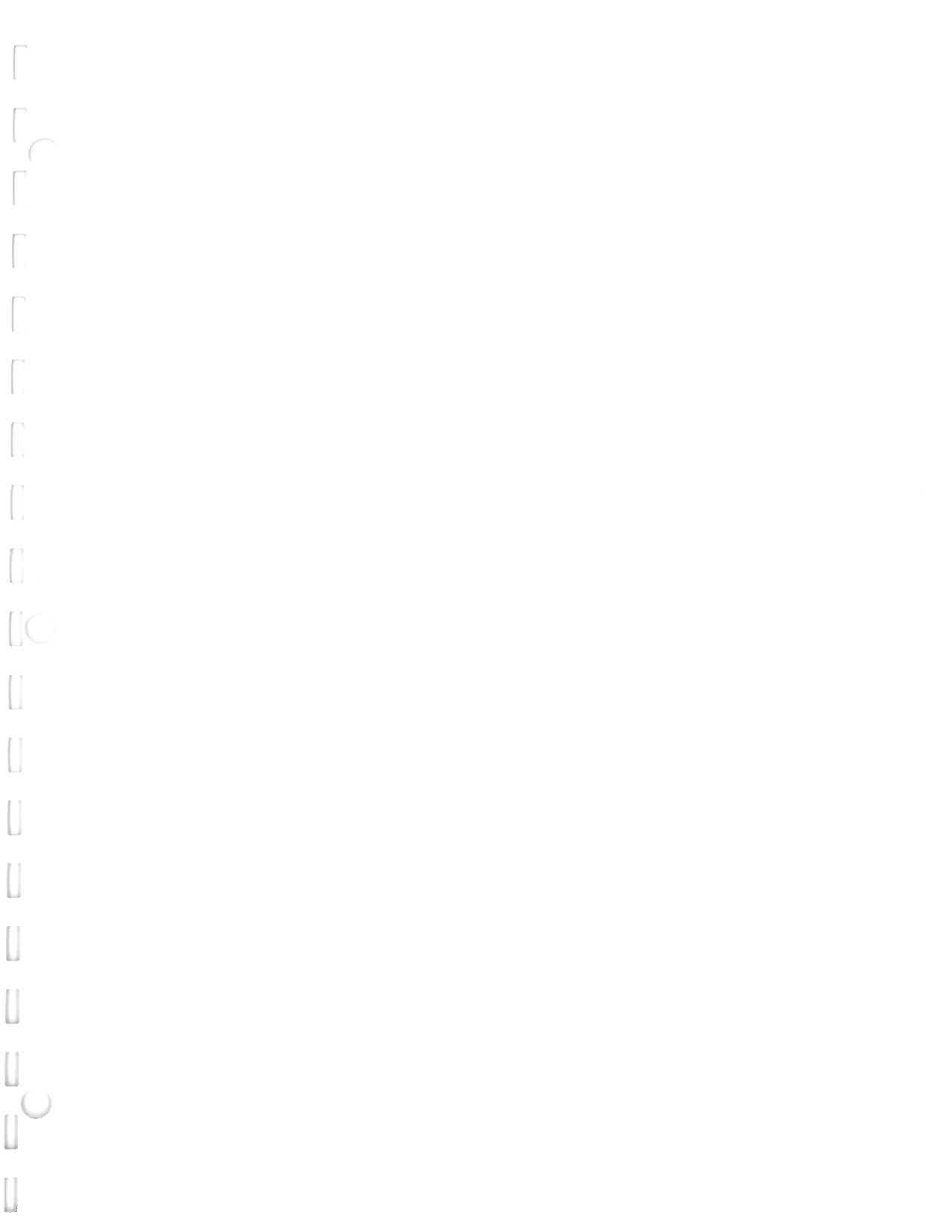
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



2016/2017

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938



Account # 198503040012 Expires: September 30, 2017
Business Location: 3921 NOVA RD

Business Name: SLIGER & ASSOCIATES INC
Owner Name: JOSEPH E PRES ZAPERT
Mailing Address: 3921 NOVA ROAD
PORT ORANGE, FL 32127

BUSINESS TYPE	CODE	COUNT	TAX
Professional	461		\$30.00

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

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

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID: 09/23/2016
RECEIPT #: Lockbox-15-00097
TOTAL TAX: 30.00
PENALTY: 0.00
TOTAL PAID: 30.00



Business Name: SLIGER & ASSOCIATES INC
Owner Name: JOSEPH E PRES ZAPERT
Mailing Address: 3921 NOVA ROAD
PORT ORANGE, FL 32127



Account # 198503040012 Expires: September 30, 2017
Business Location: 3921 NOVA RD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

January 29, 2015

SLIGER & ASSOCIATES, INC
3921 NOVA RD
PORT ORANGE, FL 32127-4910

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB3019

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2017.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB3019**
Expiration Date February 28, 2017

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

SLIGER & ASSOCIATES, INC
3921 NOVA RD
PORT ORANGE, FL 32127-4910

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS4046**

Expiration Date February 28, 2017

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

JOSEPH EDWARD ZAPERT
139 N CLARA AVE
DELAND, FL 32720-4201

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS4722**

Expiration Date February 28, 2017

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

STEVEN THOMAS KRUGER
1454 CRAIG CT
PORT ORANGE, FL 32129

A handwritten signature in cursive script, likely belonging to Adam H. Putnam.

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 3, 2015

MICHAEL S MURPHY
3921 S NOVA RD
PORT ORANGE, FL 32127-9275

SUBJECT: Professional Surveyor and Mapper License # LS6208

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2017.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture
and Consumer Services
Board of Professional Surveyors
and Mappers

LS6208

Professional Surveyor and Mapper
MICHAEL S MURPHY

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2017

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6208**
Expiration Date February 28, 2017

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

MICHAEL S MURPHY
3921 S NOVA RD
PORT ORANGE, FL 32127-9275

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2016

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

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

PRODUCER Sihle Insurance Group 1300 S. Woodland Blvd Deland FL 32720		CONTACT NAME: Laurie Cominse PHONE (A/C, No, Ext): 386-736-6444 E-MAIL ADDRESS: lcominse@sihle.com FAX (A/C, No): 386-736-6772	
INSURED Sliger & Associates, Inc. 3921 S. Nova Rd. Port Orange FL 32127		INSURER(S) AFFORDING COVERAGE INSURER A: American Cas Co of Reading PA INSURER B: Transportation Insurance Company INSURER C: Valley Forge Insurance Co. INSURER D: Continental Casualty INSURER E: INSURER F:	
SLIGE-1		NAIC # 20494 20508 20443	

COVERAGES**CERTIFICATE NUMBER:** 1784082687**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blkt Contractual ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			5095029143	10/1/2016	10/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			5095029188	10/1/2016	10/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		WC432988097	10/1/2016	10/1/2017	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			LSH004314908	10/31/2016	10/31/2017	Aggregate 2,000,000 Each Claim 2,000,000 Deductible 25,000

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

CERTIFICATE HOLDER**CANCELLATION**

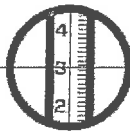
Volusia County Schools Facilities Planning Vicki
Rochester
3750 Olson Drive
Daytona Beach FL 32124

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

SLIGER & ASSOCIATES
incorporated



References:

City of Port Orange

Margaret Roberts, City Attorney, 388.506.5508
1000 City Center Circle
Port Orange, FL 32129

City Of Daytona Beach

Frank Van Pelt Utilities Engineering Dept (386) 671-8865

County of Volusia

Laura E. Laser, AIA, Senior Architect
Office: 386.736.5967 Ext 12323

County of Volusia—Engineering & Construction

123 West Indiana Ave, Room 402
Deland, FL 32720

David H. Kraft, PLS, 386.736.5967 Ext. 15846
Volusia County Surveyor
Public Works Dept. /Eng. Div.

Intervest Construction Company

Dick Smith 386.236.4160

Zev Cohen & Associates

Dwight Durant 386.677.2482

Finley Engineering Group

Jerry Finley 386.756.8676

Parker Mynchenberg & Associates, Inc.

Parker Mynchenberg 386.677.6891

City of Daytona Beach Shores

Stewart Cruz, City Planner 386.763.5377

SLIGER & ASSOCIATES
incorporated



Equipment List 2016

1) Computer Workstations:	16	
2) CAD Workstations	6	
3) Printer/Plotters:	6	
4) Field Equipment/Instruments	8	Total Stations
	8	Trucks
	7	Levels
	4	Gps
	5	Nomad Data Collectors
	6	Metal Detectors
	2	John Boat/Electric Motor
	1	Personal Safety Hoist
	1	Wire Tracer
	1	Methane Gas Detector

Longshoreman's Insurance
Miscellaneous tools, rods, monuments, etc.

Sliger & Associates, Inc.
3921 Nova Road
Port Orange, Florida 32127

Reach us at:
Tel: 386.761.5385
or toll free: 1-877-7-SLIGER
Fax: 386.760.0619
Email us at info@sligerassociates.com
Website: www.sligerassociates.com



CITY OF PORT ORANGE PROFESSIONAL SURVEY SERVICES CONTRACT

This Professional Survey Services Contract ("Contract") is entered into this ____ day of _____, 2017, 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 **SOUTHEASTERN SURVEYING AND MAPPING CORPORATION** ("Contractor"), a Florida corporation whose principal address is 6500 All American Boulevard, Orlando, Florida 32810-4350. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with professional surveying services that meet the minimum technical standards as set forth by Florida Administrative Code Rule 61G17-6 regulated and adopted by Florida Statutes 472.027. The Contractor shall further provide and/or perform these professional surveying services for a variety of projects being administered by various City departments. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Contractor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Contractor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications ("RFSQ") No. 16-33, and SouthEastern Surveying and Mapping Corporation Proposal dated December 19, 2016 attached hereto as Exhibit "1." Complete copies of RFSQ No. 16-33 and SouthEastern Surveying and Mapping Corporation Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

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

Term: The initial term of this Contract shall commence upon the last date the Contract is signed by the Parties and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon mutual written agreement of the Parties, this Contract may be renewed for two (2) additional two (2) year periods. Renewal(s) shall be subject to review and approval by the City Manager.

Manner and Place: 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 of Services: This Contract standing alone does not authorize the purchase of any work or services to be provided by the Contractor, or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) or written Task Authorization(s) issued and executed by the City. A sample Task Authorization is attached hereto as Exhibit "2." 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. Contractor agrees that all pricing shall remain valid during the Term(s) of this Contract.

2. **City Obligations.** In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," pursuant to periodic Quotes and Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) for amounts that exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per annual term of this Contract. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Contractor plus 10%. This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the then current fiscal year. 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 Department Head requesting service shall perform contract administration of this Contract. 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 20 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 119.10, 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

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation

may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings — Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage- \$1,000,000 minimum	

12. 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.

13. 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. Liability for Loss or Damage. 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.

19. 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.

20. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

21. 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.

22. 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.**

23. 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.

24. 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.

25. 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: Department Head Requesting Service 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5500
Contractor:	Southeastern Surveying and Mapping Corporation Attention: Gary B. Krick 6500 All American Boulevard Orlando, Florida 32810 (407) 292-8580 Ext. 2202 – Telephone (407) 292-0141 – Facsimile gkrick@southeasternsurveying.com

Any 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.

26. 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.

27. 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 document intentionally left blank

Witnesses:

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

Printed Name: _____

By: _____

Gary B. Krick, 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.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Gary B. Krick, as President of Southeastern Surveying and Mapping Corporation, a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

HOURLY RATE SCHEDULE
CONTRACT FOR PROFESSIONAL SURVEYING SERVICES
CITY OF PORT ORANGE RFSQ # 16-33

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: Southeastern Surveying and Mapping Corporation

<u>Category of Employee</u>	<u>Hourly Rate</u>
Professional Surveyor & Mapper/PSM.....	\$ 130.00
Professional Engineer	\$ 130.00
SUE Project Manager.....	\$ 130.00
Senior Technician	\$ 97.00
CADD Technician	\$ 86.00
1 Man Survey Field Crew	\$ 94.00
2 Man Survey Field Crew	\$ 130.00
3 Man Survey Field Crew	\$ 164.00
4 Man Survey Field Crew	\$ 188.00
GIS Analyst.....	\$ 97.00
GIS Technician	\$ 86.00
1 Man GPS Crew	\$ 76.00
2 Man GPS Crew	\$ 130.00
Senior Utility Coordinator	\$ 130.00
Utility Coordinator.....	\$ 97.00
2 Man SUE Field Crew	\$ 210.00
3 Man SUE Field Crew	\$ 243.00

Expenses/Schedule of Reimbursable Charges

Sketch of Description (per SD)..... \$495.00/per SD

Plat Review Services

Initial Review includes Second Review.....	\$770.00 / per Plat (up to two (2) sheets) \$22.00 /per lot (over two (2) sheets)
Third or Additional Review Same Plat	\$346.00
Exploratory Excavation Projects.....	\$ 323.00 / hour
Concrete Radar Mapping/Imaging 1 Man Crew.....	\$ 210.00 / hour
GPR Bore Route	\$564.00 / each

Vacuum Excavation / Test Holes

1 Test Hole/Dirt	\$463.00
1 Test Hole/Asphalt/Concrete.....	\$575.00
2 - 19 Test Holes/Dirt.....	\$396.00 / each
2 - 19 Test Holes/Asphalt/Concrete	\$452.00 / each
20 - 49 Test Holes/dirt.....	\$362.00 / each
20 - 49 Test Holes/asphalt/concrete	\$407.00 / each
50 - 99 Test Holes/dirt.....	\$312.00 / each
50 - 99 Test Holes/asphalt/concrete	\$362.00 / each
100 or more Test Holes/dirt.....	\$277.00 / each
100 or more Test Holes/asphalt/concrete	\$316.00 / each

Vacuum Excavation for Environmental Services

1 - 9 Monitoring Wells/Soil Samples	\$283.00 / each
10 - 19 Monitoring Wells/Soil Samples	\$227.00 / each
20 - 49 Monitoring Wells/Soil Samples	\$170.00 / each

Maintenance of Traffic (MOT)

SSMC MOT Lane Closures (Day)	\$594.00 / per lane
SSMC MOT Lane Closures (Night).....	\$792.00 / per lane

EXHIBIT “2”
(Consisting of 3 pages)

TASK AUTHORIZATION NO. _____
Professional Survey Services Contract dated _____
Between the City of Port Orange, Florida and SouthEastern Surveying and Mapping Corporation

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **SOUTHEASTERN SURVEYING AND MAPPING CORPORATION**, a Florida corporation with its principal place of business at _____ ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Professional Survey Services Contract dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. ____.
6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

Printed Name: _____

By: _____
Gary B. Krick, President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA 5749]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: Yes

SUBJECT: (B7b) Bid Award ITB #17-09 City Gateway Signage

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to award ITB #17-09 City Gateway Signs to DSR Construction, Inc. in the amount of \$74,399.90 and authorize the Mayor and City Clerk to sign and execute all contract documents.

SUMMARY: The City Gateway Sign project consists of construction of two illuminated City welcome signs. One sign will be located within the Ridgewood Avenue median at the northern City limit and the other sign will be located along the east side of the Ridgewood Avenue right-of-way at the southern City limit.

Three construction bids were opened and evaluated by City staff on January 10. All three bids were deemed responsive. DSR Construction, Inc. submitted the lowest bid of \$74,399.90 which is just under the \$75,000 engineer's estimate of probable cost.

DSR Construction, Inc. is located in Edgewater and has been in business since 1984, but is unknown to City staff and the City's consultant Zev Cohen and Associates, Inc. (ZCA). The most recent similar project constructed by DSR is the 3rd Avenue sign in New Smyrna Beach. New Smyrna Beach staff found their work to be satisfactory with a high level of attention to detail. In addition, DSR completed the New Smyrna Beach project two weeks ahead of schedule. Based upon evaluation of the bids, it is recommended that the contract be awarded to DSR Construction, Inc. in the amount of \$74,399.90. If approved, construction is expected to start in March.

Project No.: AIO017 Funding Account No.: 317-1000-519.63-97

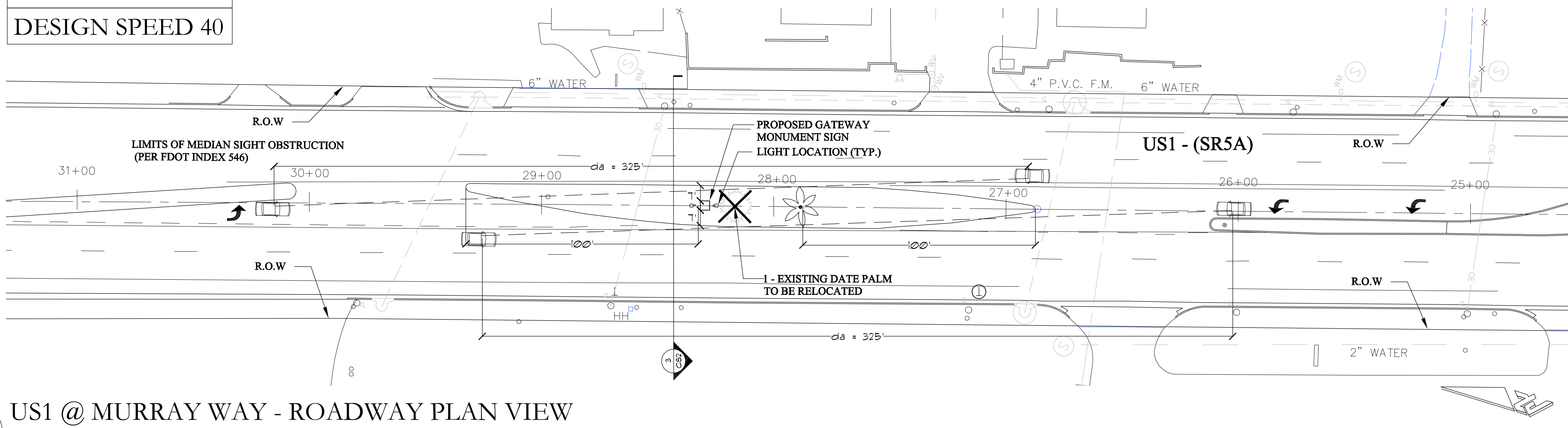
ATTACHMENTS:

1.	Sign Images	Sign Images - Extracted pages from ITB #17-09 plan set.pdf
2.	Bid Tabulation	ITB #17-09 - City Gateway Signs - Bid Tabulation 1.10.17.pdf
3.	ITB #17-09	ITB #17-09 - CITY_GATEWAY_SIGNS.PDF
4.	ITB #17-09 Addendum No. 1	ITB_17-09_Addendum_No._1_(12-30-16).pdf
5.	DSR Response	ITB 17-09 DSR RESPONSE (1-10-17).pdf
6.	AG Pifer Response	ITB 17-09 A.G. PIFER RESPONSE 91-10-17).pdf
7.	Stellar Response	ITB #17-09 STELLAR SIGN & DESIGN RESPONSE

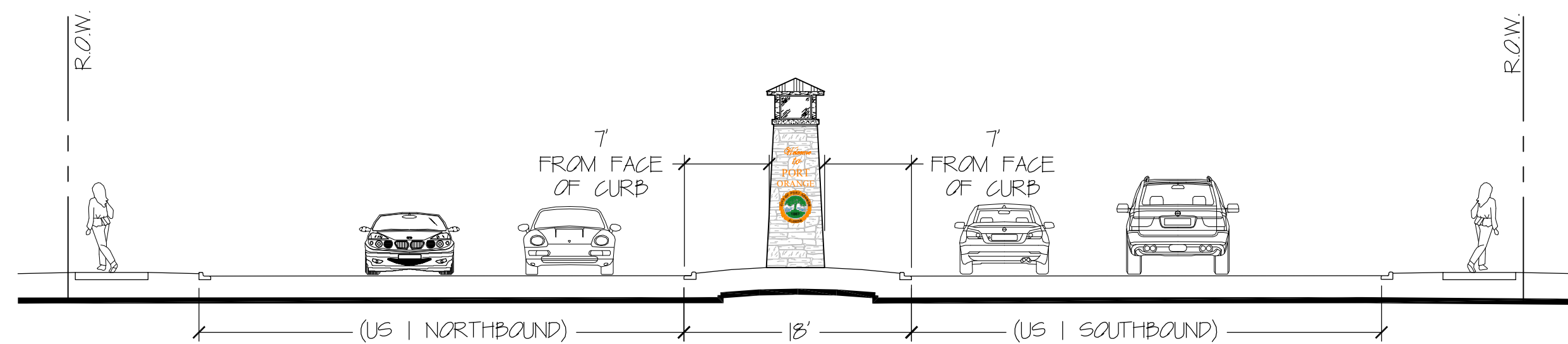
	(01-10-17).pdf
--	----------------

Margaret Momberger	Created/Initiated - 01/18/2017
Wayne Clark	Approved - 01/18/2017
Tracey Riehm	Approved - 01/21/2017
Margaret Roberts	Approved - 01/26/2017
Jake Johansson	Approved - 01/26/2017
Robin Fenwick	Final Approval - 01/27/2017

POSTED SPEED 40
DESIGN SPEED 40

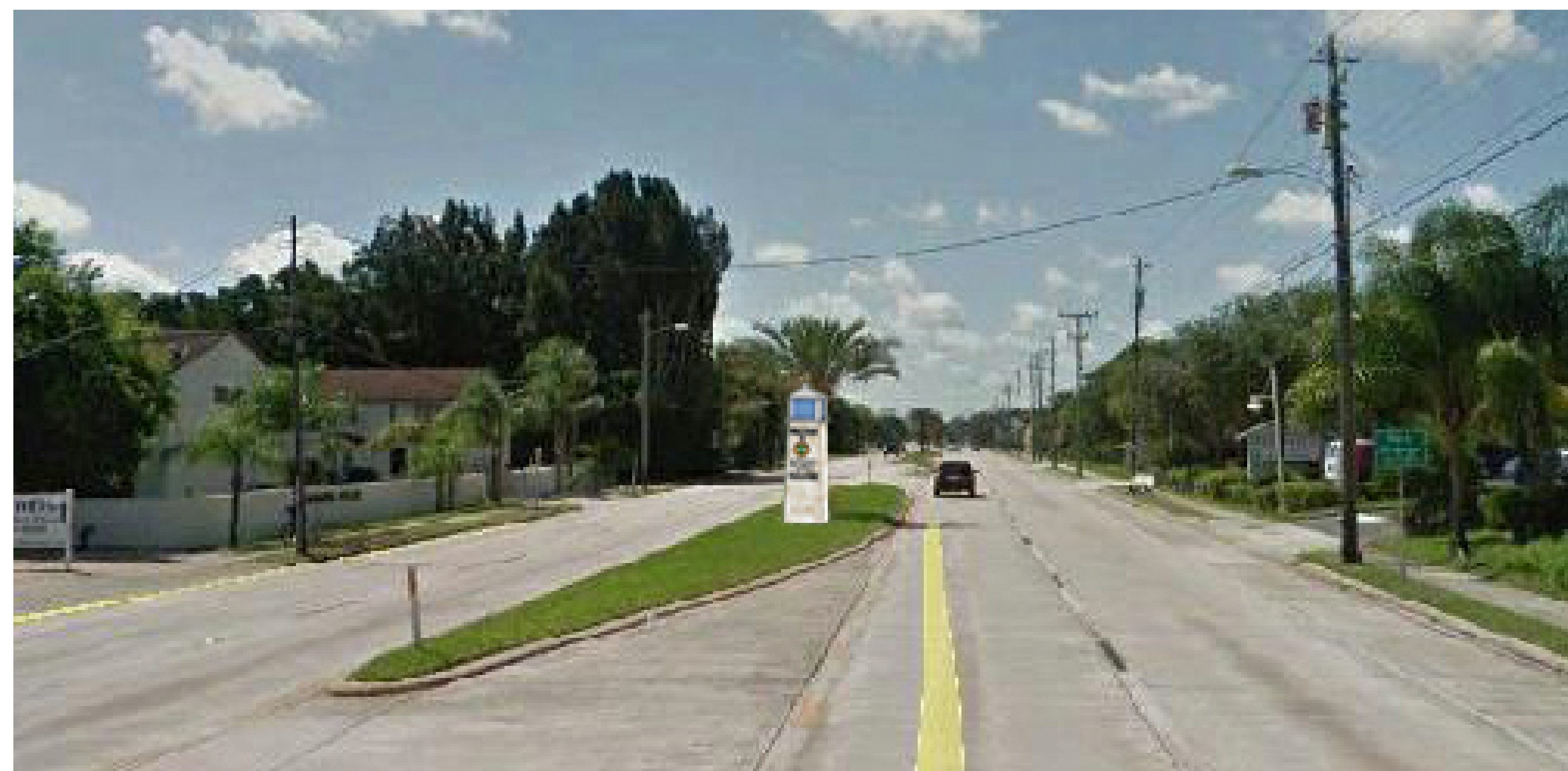


1 US1 @ MURRAY WAY - ROADWAY PLAN VIEW



3 US1 @ MURRAY WAY - ROADWAY SECTION

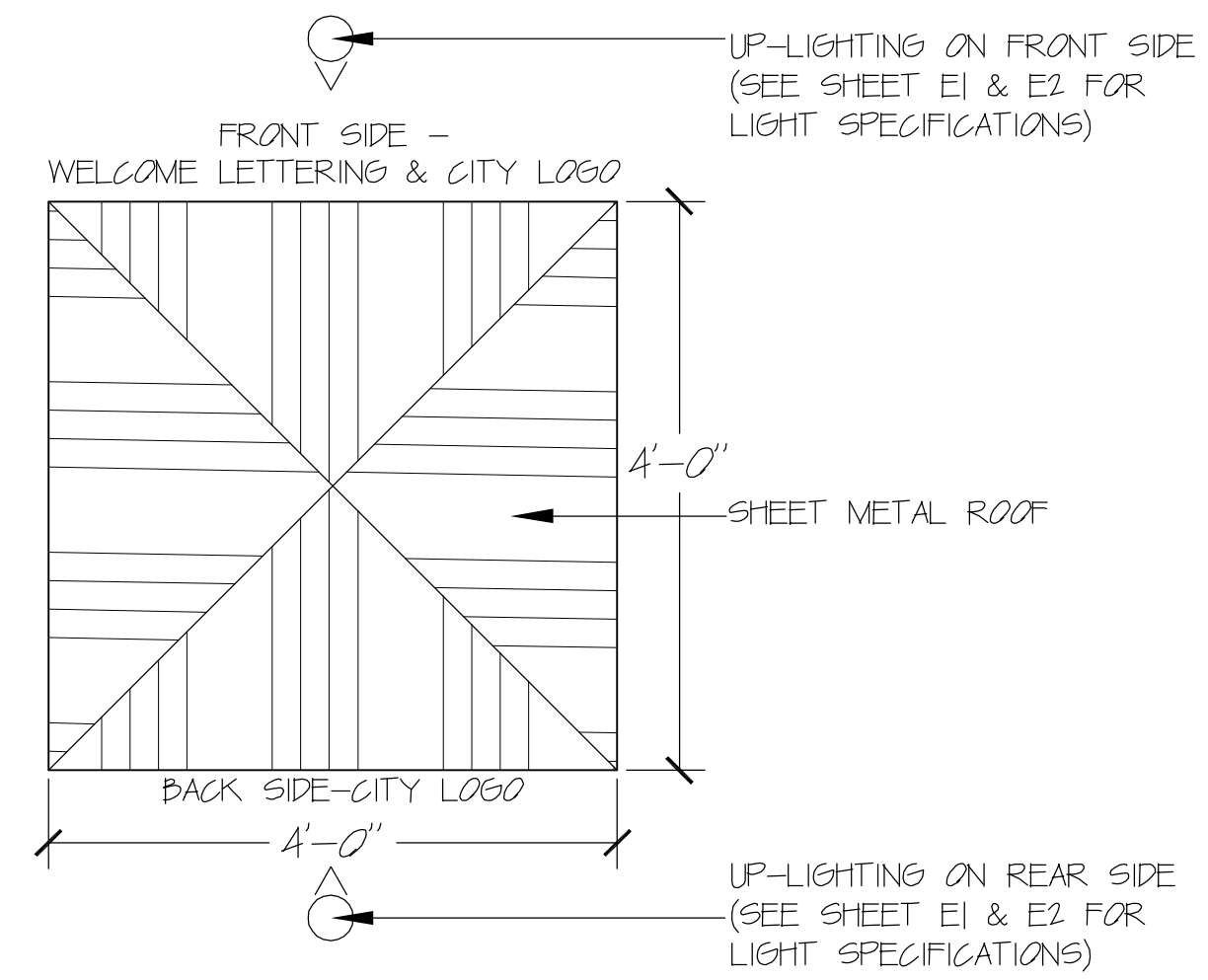
*DIMENSIONS SHOWN ARE APPROXIMATE



4 US 1 @ MURRAY WAY

3D Rendering - South View - for reference only (See details 2, 5 & 6 this sheet)

N.T.S.

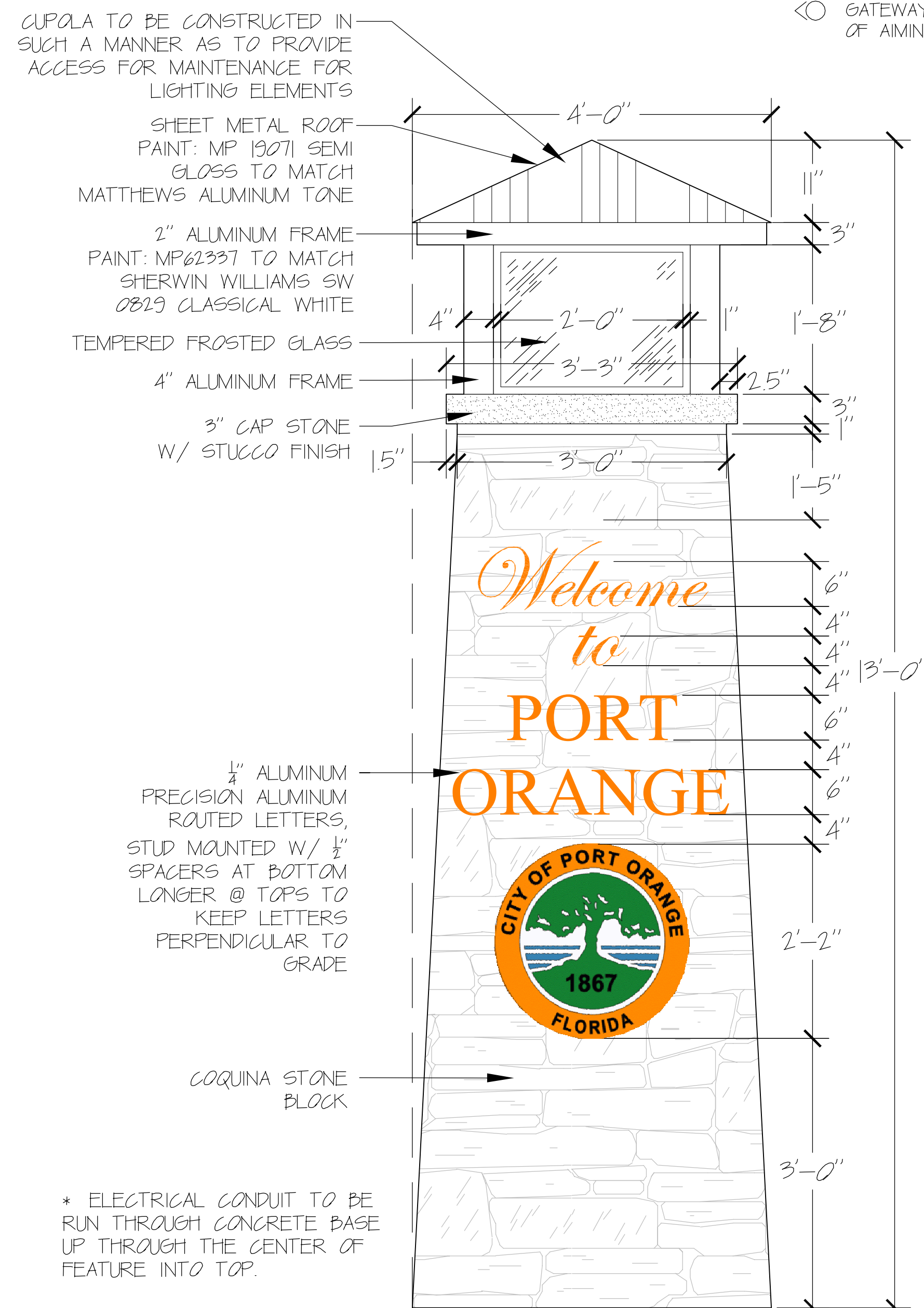


2 GATEWAY PLAN VIEW

N.T.S.

ELECTRICAL LEGEND

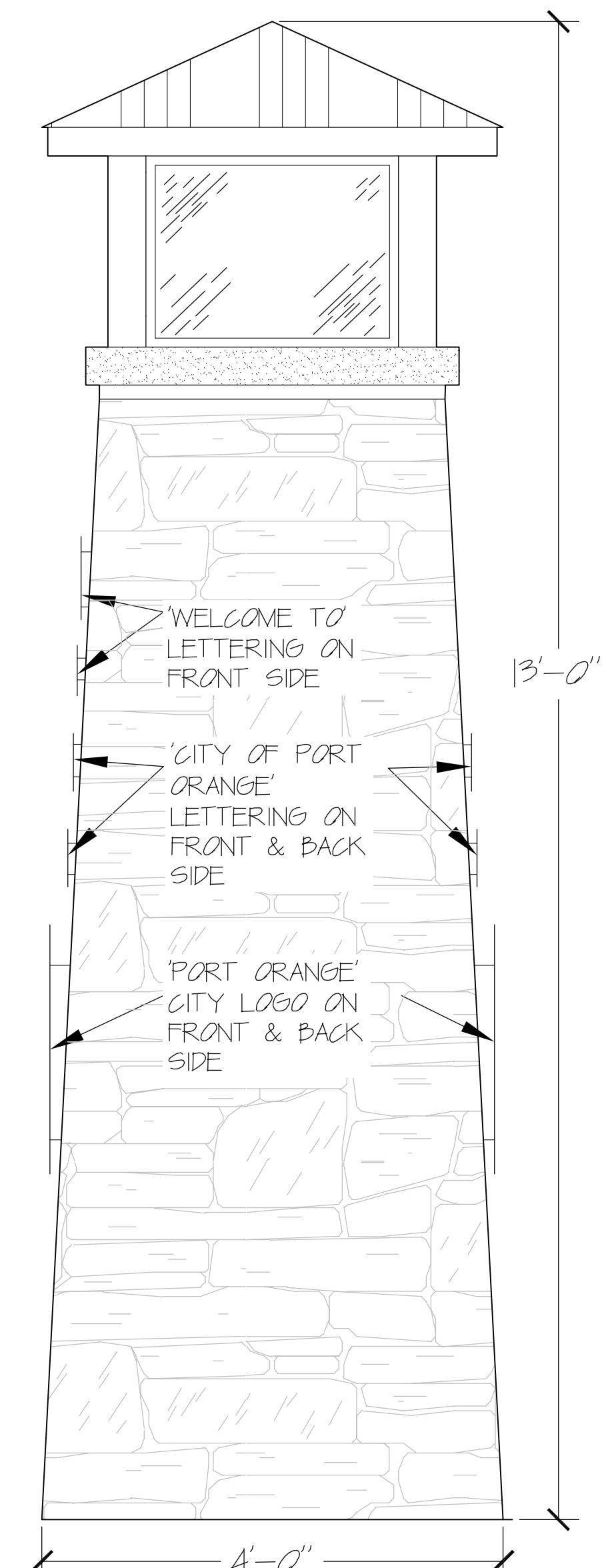
◁ GATEWAY MONUMENT SIGN LED SPOT LIGHT. ARROW DESIGNATED DIRECTION OF AIMING OF LUMINAIRES.



5 GATEWAY ELEVATION

FRONT VIEW

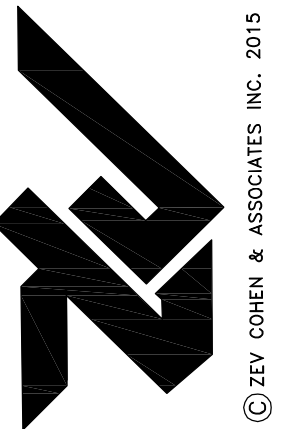
N.T.S.



6 GATEWAY ELEV.

SIDE VIEW

N.T.S.



ORLANDO BEACH, FL 32714
300 INTERCHANGE BLVD. SUITE 200
(386) 877-2482 FAX (386) 877-2505
ST. AUGUSTINE, FL 32086
4475 U.S. 1 S. SUITE 100
(904) 797-1610 FAX (904) 797-4159
AMIELA ISLAND, FL 32004
914 ATLANTIC AVE. SUITE 100
(904) 481-5436 FAX (904) 481-4159

NO.	DATE	BY	DESCRIPTION
1	6/10/18	SMG	REVISED PER FOOT COMMENTS DATED 6/2/18
2			
3			
4			
5			
6			
7			
8			
9			
10			

REVISIONS:

CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
PLAN, SECTION, & DETAILS
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
REGISTERED PROFESSIONALS
WWW.ZEVCOHEN.COM
PROJECT NO. 14088
ISSUE DATE:
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: SB
DRAWING FILE: 14088/04/01 PLANS
XREFS:

STEPHEN R. BURNS, RLA
SCALE:
SHEET CS2 OF 4

POSTED SPEED 45
DESIGN SPEED 45

E. Bayshore Dr

R.O.W.

PROPOSED GATEWAY MONUMENT SIGN

ROCK EMBANKMENT

LIGHT LOCATION

RELOCATE EXISTING SPEED LIMIT SIGN

GUARD RAIL

SEA WALL

R.O.W.

ROSE BAY

ROSE BAY BRIDGE

ROCK EMBANKMENT

1319

1318

1317

1316

1315

1314

ROSE BAY BRIDGE

W. Bayshore Dr

R.O.W.

CUPOLA TO BE CONSTRUCTED IN SUCH A MANNER AS TO PROVIDE ACCESS FOR MAINTENANCE FOR LIGHTING ELEMENTS

SHEET METAL ROOF

PAINT: MP 19071 SEMI GLOSS TO MATCH MATTHEWS ALUMINUM TONE

2" ALUMINUM FRAME

4'-0"

SCALE: 1" = 30'



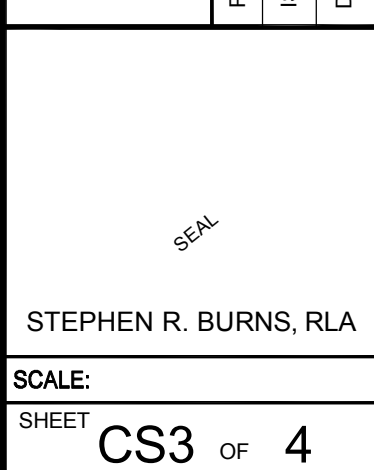
N.T.S.



N.T.S.

N.T.S.

N.T.S.





**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-17-09
ITB TITLE: CITY GATEWAY SIGNS
OPENING DATE/TIME: 01-10-2017 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		A.G Pifer Construction Co., Inc. of Daytona Beach, Florida	DSR Construction, Inc. of Edgewater, Florida	Stellar Sign and Design, LLC of Winter Park, Florida	
1	Form 7.1 Submittal Checklist	YES	YES	YES	
2	Form 7.2 Bidder's Acknowledgment	YES	YES	YES	
3	Form 7.3 Addendum & Change Order Acknowledgement	YES	YES	YES	
4	Form 7.4 Drug Free Preference Statement	YES	YES	YES	
5	Form 7.5 Statement on Public Entity Crimes	YES	YES	YES	
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	
7	Form 7.7 Authorized Signatures	YES	YES	YES	
8	Form 7.8 Statement of Vendors Qualifications	YES	YES	YES	
9	Form 7.9 Professional References	YES	YES	YES	
10	Form 7.10 Listing of Subcontractors	YES	YES	YES	
11	Form 7.11 Vendor Application	YES	YES	YES	
12	W-9 Form	YES	YES	YES	
13	Form 7.12 Local Business Affidavit	YES	YES	YES	
14	Form 7.13 Certificate as to Corporate Principal	YES	YES	YES	
15	Attachment 1 -Bid Proposal	YES	YES	YES	
16	Bid Bond	YES	YES	YES	
1 Original and 1 Digital Copy		YES	YES	YES	
Deemed Responsive?		YES	YES	YES	
TOTAL BID		\$ 77,448.15	\$ 74,399.90	\$ 148,723.76	\$ -

Opened and tabulated by: David Battaglia, Purchasing Agent
 Witnessed by: O. T. Powell, Buyer

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

CITY GATEWAY SIGNS

ITB #17-09



City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Prepared by: David Battaglia, Purchasing Agent
Release Date: November 29, 2016

Bid Due Date and Time: January 10, 2017 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #17-09 CITY GATEWAY SIGNS

Notice is hereby given that the City of Port Orange is soliciting bids for CITY GATEWAY SIGNS. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on January 10, 2017** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M.** (local time) on **December 20, 2016** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

DESCRIPTION: Construction of two (2) illuminated City gateway/welcome signs. One sign will be located within the Ridgewood Avenue median at the northern City limit and the other sign will be located along the east side of the Ridgewood Avenue right-of-way at the southern City limit.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, purchdiv@port-orange.org and reference "Questions on ITB #17-09 CITY GATEWAY SIGNS" in the subject line. Last day for questions will be **December 27, 2016 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

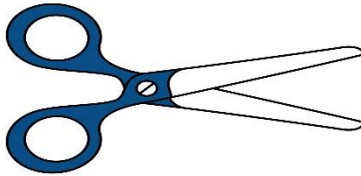
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #17-09 CITY GATEWAY SIGNS"**.

David Battaglia, Purchasing Agent
Legal Ad - One Time – **November 29, 2016**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #17-09
BID TITLE:	CITY GATEWAY SIGNS
DUE DATE/TIME:	January 10, 2017
SUBMITTED BY:	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Diana M. Fye, CPPB, FCPA Purchasing Manager Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	6
SECTION 2 – INSTRUCTIONS TO BIDDERS	7
SECTION 3 – SCOPE OF WORK	12
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	32
SECTION 5 – GENERAL TERMS AND CONDITIONS	36
SECTION 6 – SPECIAL CONDITIONS	64
SECTION 7 – REQUIRED FORMS.....	65
FORM 7.1 – BID SUBMITTAL CHECKLIST	65
FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM	66
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	67
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT	68
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	69
FORM 7.6 – ANTI-COLLUSION FORM.....	70
FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS.....	71
FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS	72
FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	74
FORM 7.10 – LISTING OF SUBCONTRACTORS.....	75
FORM 7.11 – VENDOR APPLICATION	76
W-9 Form	78
FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY.....	80
FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL	82
ATTACHMENT 1 – BID PROPOSAL.....	83
BID BOND	84
PERFORMANCE & PAYMENT BOND.....	86
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)	89

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of construction of two (2) illuminated City gateway signs. One near the north City limit of Ridgewood Avenue and the other near the south City limit of Ridgewood avenue as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: November 29, 2016
Non-Mandatory Pre-Bid Conference December 20, 2016 at 10:00 A.M.
Deadline for Questions: December 27, 2016 by 5:00 P.M.
Final Addendum Posting: January 3, 2017
Bids Due: January 10, 2017 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City Cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids, if it is in the best interest of the City.

NON-MANDATORY PRE-BID CONFERENCE

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors are strongly encouraged to attend because the Pre-Bid Conference will offer potential Vendors the opportunity to ask questions and discuss the project directly with staff. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on ITB #17-09 and Title" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com.

The failure of Vendors to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB

shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as “Active”.

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided “Professional References” form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor’s Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

Construction of two (2) illuminated City gateway/welcome signs. One sign will be located within the Ridgewood Avenue median at the northern City limit and the other sign will be located along the east side of the Ridgewood Avenue right-of-way at the southern City limit.

SCOPE OF WORK:

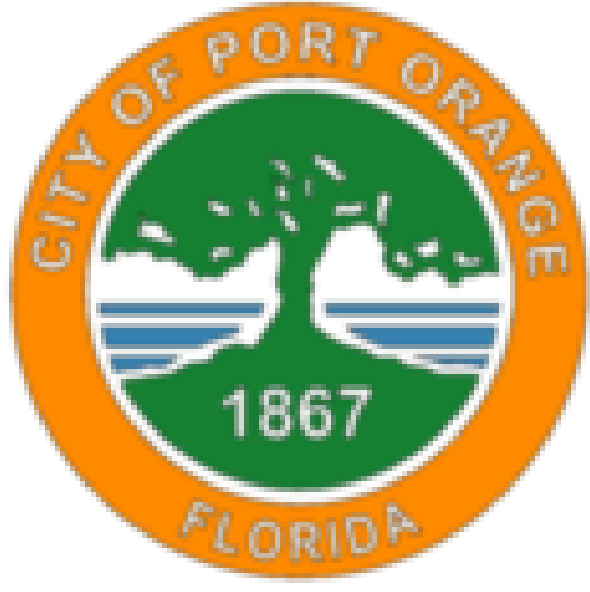
Contractor will be responsible for providing all labor and materials to properly construct the project as described in the bid plan specifications.

The following items will be the responsibilities of the contractor (included but not limited to):

1. FPL coordination with service line and meter placement.
2. FDOT coordination with Maintenance of Traffic.
3. Coordinate Building Permit acquisition.
4. Additional shop drawings for Cupola - custom design and construction.
5. Demolition and site work requirements.
6. Site Mobilizations.
7. Labor and Materials.
8. Coordinate Electrical.
9. Coordinate with City of Port Orange.

[Remainder of this page left intentionally blank]

ATTACHMENT 1 –
CONSTRUCTION PLANS
Civil Plans: CVR, CS1-CS4
Structural Plans: S1-2
Electrical Plans: E1-2

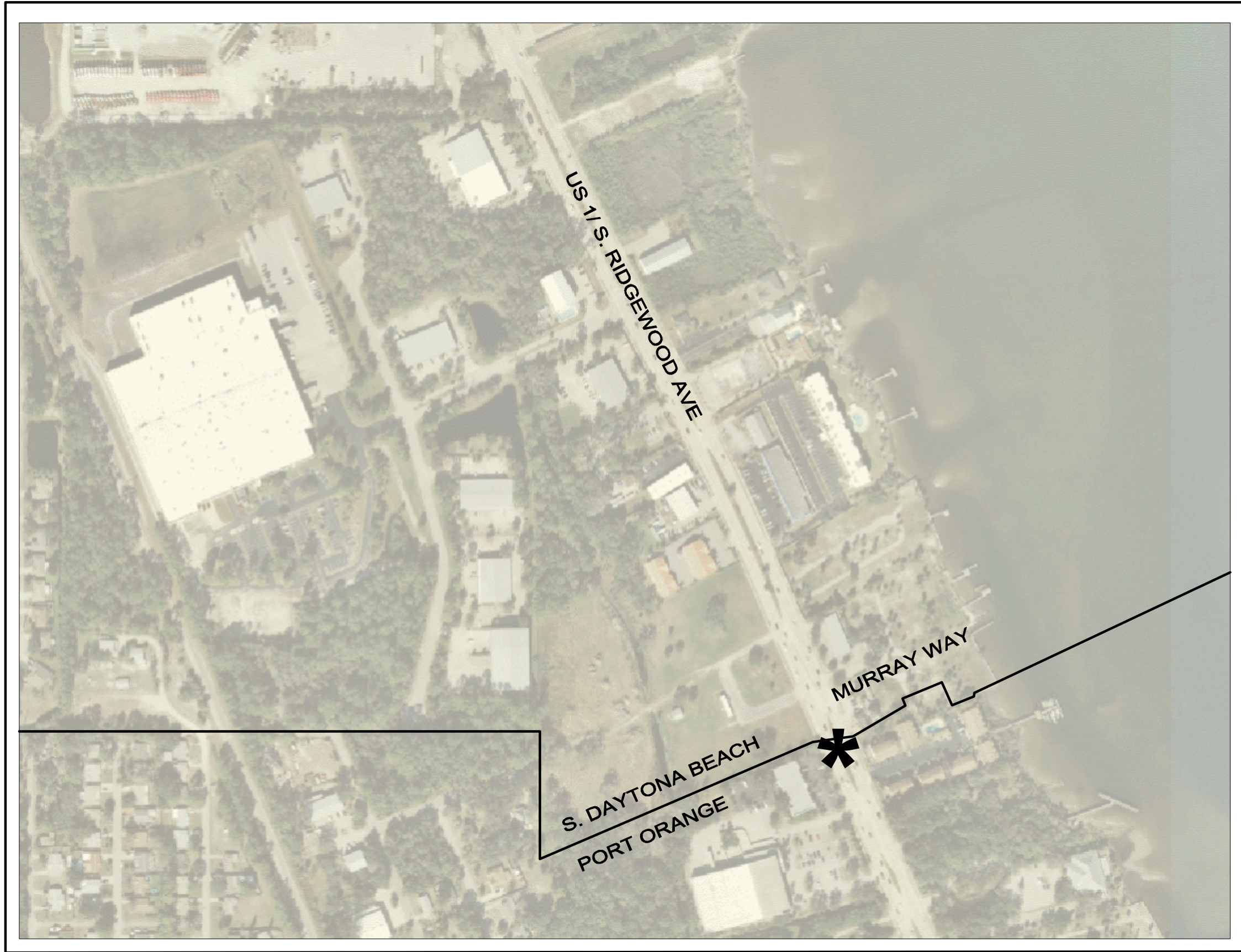


CITY OF PORT ORANGE

COMMUNITY AESTHETIC

FEATURE

ITB#17-09



SITE 1 – LOCATION MAP
(MURRAY WAY & US1 – SHEET CS2)



SITE 2 – LOCATION MAP
(Rose Bay Bridge & US 1 – SHEET CS3)

APPLICANT:

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
(386) 506-5500
CONTACT:

LANDSCAPE ARCHITECT:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD.
ORMOND BEACH, FL., 32174
(386) 677-2482
(386) 677-2505 (FAX)
CONTACT: STEPHEN R. BURNS, R.L.A

CITY OF PORT ORANGE:

ALLEN GREEN
MICHAEL JOHANSSON
MAYOR
CITY MANAGER

CITY COMMISSION:

DISTRICT 1: BOB FORD
DISTRICT 2: DONALD BURNETTE
DISTRICT 3: DREW BASTIAN (VICE MAYOR)
DISTRICT 4: SCOTT STILTNER

SHEET INDEX:

CVR COVER SHEET
CS1 PROJECT NOTES & DETAILS
CS2 CONCEPTUAL ID MARKER (US1 & MURRAY WAY)
CS3 CONCEPTUAL ID MARKER (US1 & BAYSHORE DR)
CS4 MOT PLAN
S1-2 STRUCTURAL PLANS
E1-2 ELECTRICAL PLANS

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 14088	DRAFTED BY: SMG	DESIGNED BY: SMG
ISSUE DATE:	CHECKED BY: SB	DRAWING FILE: 14088CAF PLANS
XREFS:		

SEAL
STEPHEN R. BURNS, RLA

SCALE: N/A
SHEET
CVR OF 4

CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
PLAN, SECTION, & DETAILS
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

NO.	DATE	DESCRIPTION
1.	8/10/18	REVISED PER FOOT COMMENTS DATED 8/2/18
BY: SMG		
REVISIONS:		

ORMOND BEACH, FL 32174
300 INTERCHANGE BLVD.
(386) 677-2482 FAX (386) 677-2505
ST. AUGUSTINE, FL 32086
4475 U.S. 1 S. RIDGEWOOD AVE.
(894) 797-1610 FAX (894) 797-4159
AMELIA ISLAND, FL 32004
914 ATLANTIC AVE.
(894) 481-5436 FAX (894) 481-4159
© ZEV COHEN & ASSOCIATES INC. 2015

1. DIMENSIONS: ALL LAYOUT DIMENSIONS ARE TO EDGE OF TRAVEL LANES UNLESS OTHERWISE NOTED.
2. LAYOUT: ALL LAYOUT DIMENSIONS SHOWN ON DETAILS ARE APPROXIMATE.
3. STAKING AND LAYOUT: THE CONTRACTOR SHALL STAKE AND LAYOUT ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLETELY STAKE AND VERIFY THE ALIGNMENT BOTH VERTICAL AND HORIZONTAL AND TO INSURE PROPER POSITIONING PRIOR TO THE MANUFACTURING AND INSTALLATION OF ANY IMPROVEMENT. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IN WRITING IF ANY DISCREPANCIES ARE FOUND AND NOT PROCEED WITH THE WORK UNTIL DIRECTED.
4. EXISTING IMPROVEMENTS: THE CONTRACTOR SHALL REPAIR OR REPLACE TO AN EQUAL TO OR BETTER CONDITION ANY EXISTING IMPROVEMENTS LOCATED OUTSIDE OF THE UNITS OF WORK THAT ARE DAMAGED BY THE CONTRACTOR'S CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
5. EXISTING UTILITIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES.
6. PAIN: COLOR FOR PAINTED SURFACES SHALL BE AS INDICATED ON THESE PLANS OR SELECTED BY OWNER OR OWNERS REPRESENTATIVE. FINAL PAINT COLOR SELECTED BY OWNER OR OWNERS REPRESENTATIVE SHALL BE APPLIED, AND APPROVED BY SAME PRIOR TO THE INSTALLATION OF SIGAGE LETTERS.
7. TRASH: ALL CUTOFFS AND SCRAPS ARE TO BE REMOVED FROM SITE DAILY.
8. INTENT: THESE DRAWINGS ARE DESIGN INTENT DRAWINGS ONLY. CONTRACTOR SHALL VERIFY THAT ALL LOCAL STRUCTURAL SPECIFICATIONS AND BUILDING CODES ARE SATISFIED.
9. SHOP DRAWINGS: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS INDICATING REQUIRED STRUCTURAL DESIGN SPECIFICATIONS TO THE OWNER THAT ARE SIGNED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.

1. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
2. ALL CONSTRUCTION PERFORMED WITHIN THE FDOT RIGHT OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
3. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY FROM THE APPROVED PLANS, THE PERMITTEE SHALL PROVIDE AS-BUILT PLANS, ALONG WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS.
4. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
5. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFECTS IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS.
7. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI. (REFER TO GENERAL STRUCTURES NOTE SHEET)
8. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT OF WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

- EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL CONTACT SUNSHINE ONE CALL OF FLORIDA, INC. AS REQUIRED BY CHAPTER 556 OF THE FLORIDA STATUTES.

UTILITY AGENCY OWNER - TELEPHONE NUMBER

ELECTRIC - FLORIDA POWER & LIGHT, BEVERLY HUTTO-(386) 322-3439

GAS - TECO PEOPLES GAS, GEORGE SMITH-(386) 671-2232

FIBER OPTIC CABLE - AT&T, MICHAEL MOORE-(386) 254-8550

TELEPHONE - BRIGHTHOUSE, SEAN RIDEN-(386) 760-9941

TRAFFIC MONITORING SITES- FDOT, RUBIE FRASE-(386) 943-5360

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAPTER 14-40, FLORIDA ADMINISTRATIVE CODE, THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION JULY, 2016 EDITION, THE FDOT UAM 2010 EDITION, FDOT PLANS PREPARATIONS MANUAL (PPM), DATED 2016 AND THE FLORIDA BUILDING CODE. CONTRACTOR TO FOLLOW ALL REQUIREMENTS OF THE CITY AND FDOT APPROVAL.
- CONTRACTOR TO BE RESPONSIBLE FOR EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND COORDINATED /APPROVED BY FDOT AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A REGULAR BASIS AND ARE TO BE MAINTAINED IN ACCORDANCE WITH SURFMD, DEP NPDES, AND BEST MANAGEMENT PRACTICES (BMP'S) STANDARDS AND REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED. CONTRACTOR TO OBTAIN DEP NPDES PERMIT, IF REQUIRED.
- ALL EXISTING UTILITY BOXES AND APPURTENANCES SHALL BE RAISED TO PROPOSED GRADE AS NECESSARY. CONTRACTOR TO COORDINATE IN FIELD WITH CITY OF PORT ORANGE AND LANDSCAPE ARCHITECT.
- ANY EXISTING PAVEMENT MARKINGS ON US1 DAMAGED BY THIS PROJECT MUST BE REPLACED.
- CONTRACTOR TO STAKE-OUT EACH MEDIAN FOR GATEWAY SIGN & PLANT LOCATIONS FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION.
- CONTRACTOR WILL BE RESPONSIBLE TO DO ANY/ALL GRADING NECESSARY TO ASSURE PROPER DRAINAGE FLOW FROM ROADWAY TO DRAINAGE STRUCTURES. CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS, SWALES, CONVEYANCE, AND RUNOFF STORAGE CAPACITY DURING AND POST CONSTRUCTION ACTIVITIES. THE EXISTING DRAINAGE STRUCTURES SHALL NOT BE OBSTRUCTED OR MODIFIED AT ANYTIME.

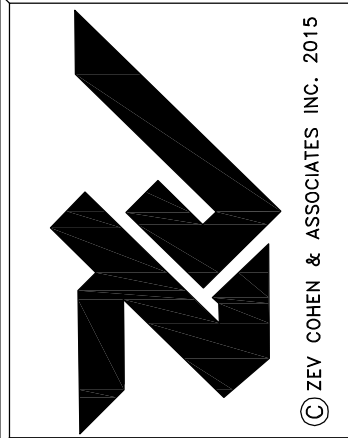
NO.	DATE	DESCRIPTION	BY
1.	8-10-16	REVISED PER FOOT COMMENTS, DATED 8-4-16	SNG

**CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
PLAN, SECTION, & DETAILS**
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

 ZEV COHEN & ASSOCIATES, INC. CIVIL ENGINEERS • LANDSCAPE ARCHITECTS (REG. 4516) (C.E. 651) PLANNERS • TRANSPORTATION • ENVIRONMENTAL WWW.ZEVCOHEN.COM	
PROJECT NO. 14068	DRAFTED BY: SMG
ISSUE DATE:	CHECKED BY: SB
DESIGNED BY: SMG	DRAWING FILE: 14068\CAF PLANS XREFS

STEPHEN R. BURNS, RLA

SCALE: N/A

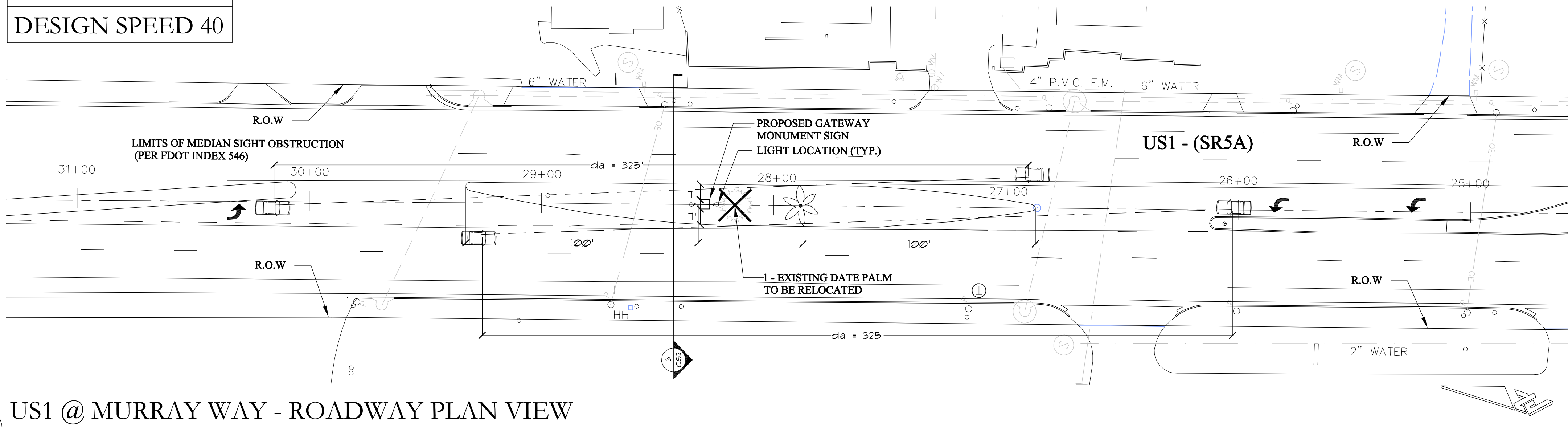


ORMOND BEACH
 300 INTERCHANGE BLVD., ORMOND BEACH, FL 32174
 (386) 677-2462 FAX (386) 677-2505

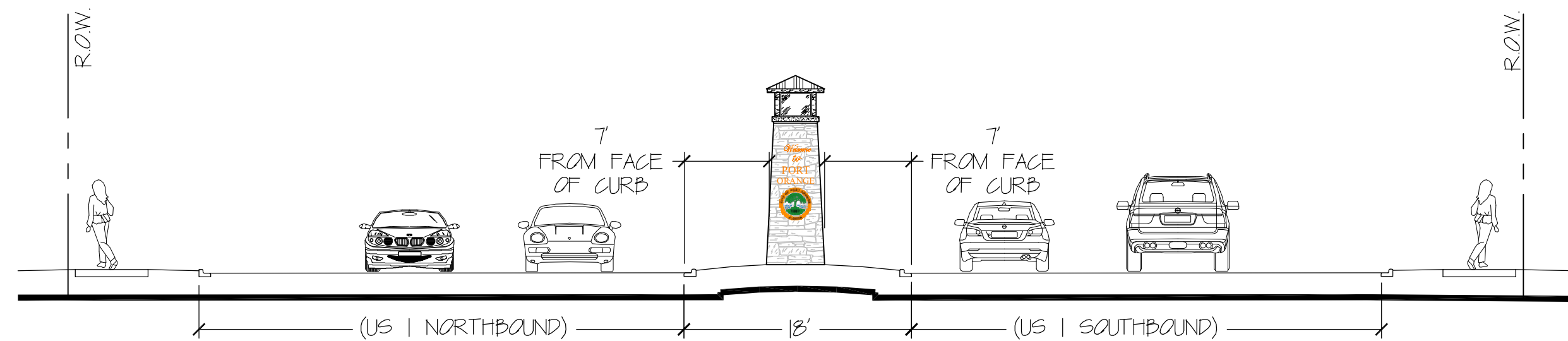
ST. AUGUSTINE
 4475 U.S. 1 S. STE #801 ST. AUGUSTINE, FL 32086
 (904) 797-1610 FAX (904) 797-4159

AMELIA ISLAND
 914 ATLANTIC AVE. STE 2/D FERNANDINA BEACH, FL 32034
 (904) 491-5436 FAX (904) 491-4159

POSTED SPEED 40
DESIGN SPEED 40



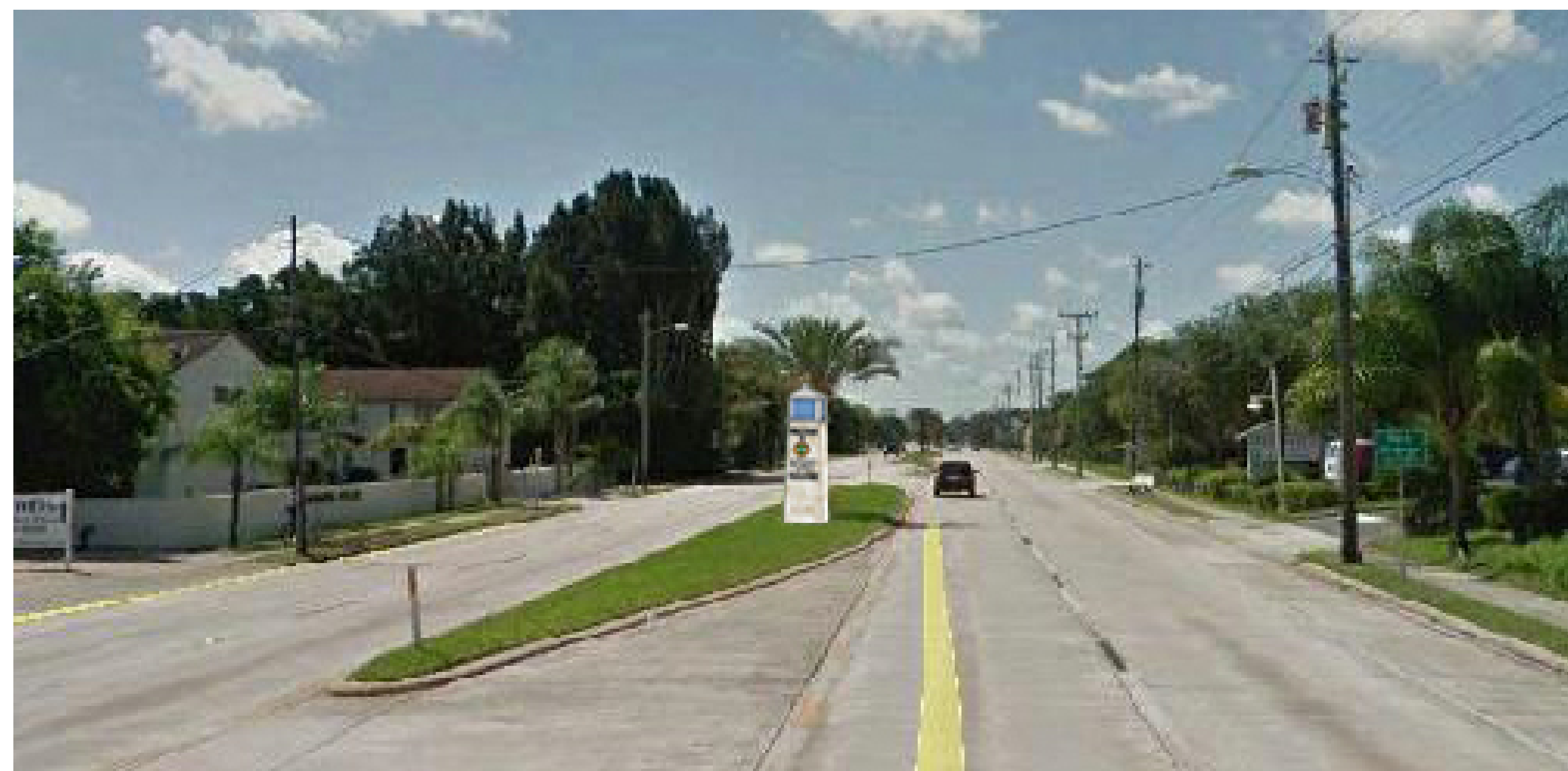
1 US1 @ MURRAY WAY - ROADWAY PLAN VIEW



3 US1 @ MURRAY WAY - ROADWAY SECTION

*DIMENSIONS SHOWN ARE APPROXIMATE

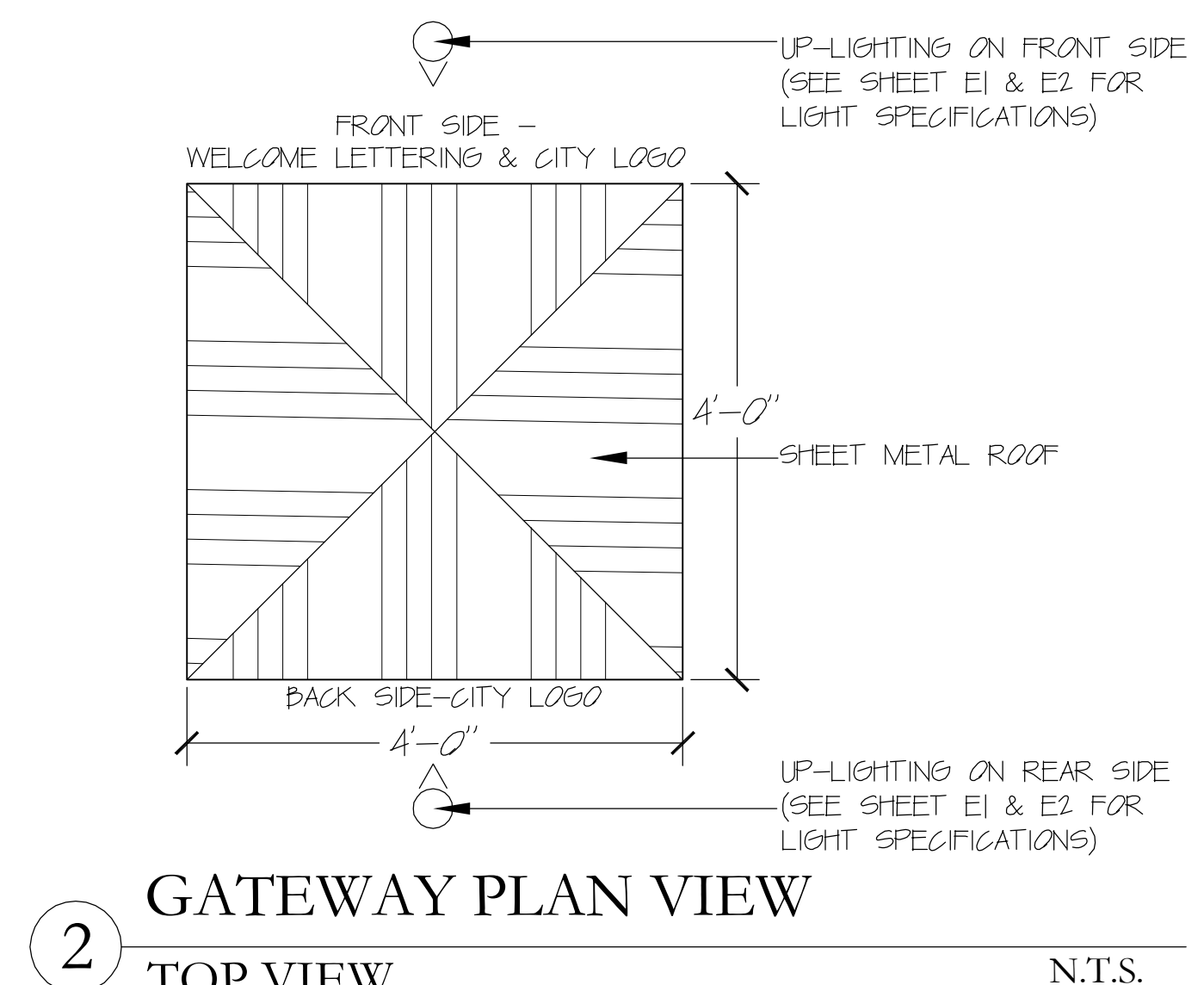
N.T.S.



4 US 1 @ MURRAY WAY

3D Rendering - South View - for reference only (See details 2, 5 & 6 this sheet)

N.T.S.



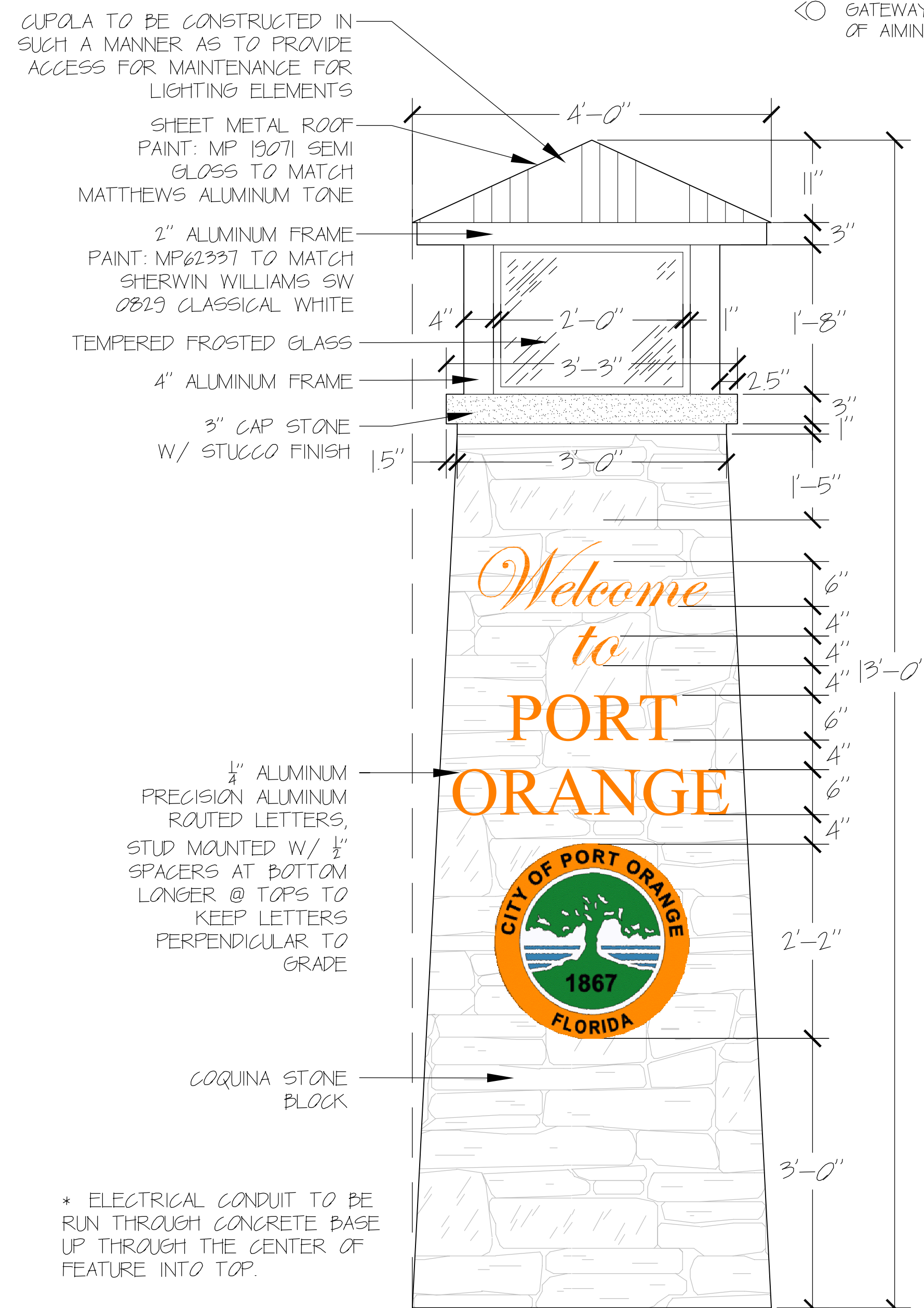
2 GATEWAY PLAN VIEW

TOP VIEW

N.T.S.

ELECTRICAL LEGEND

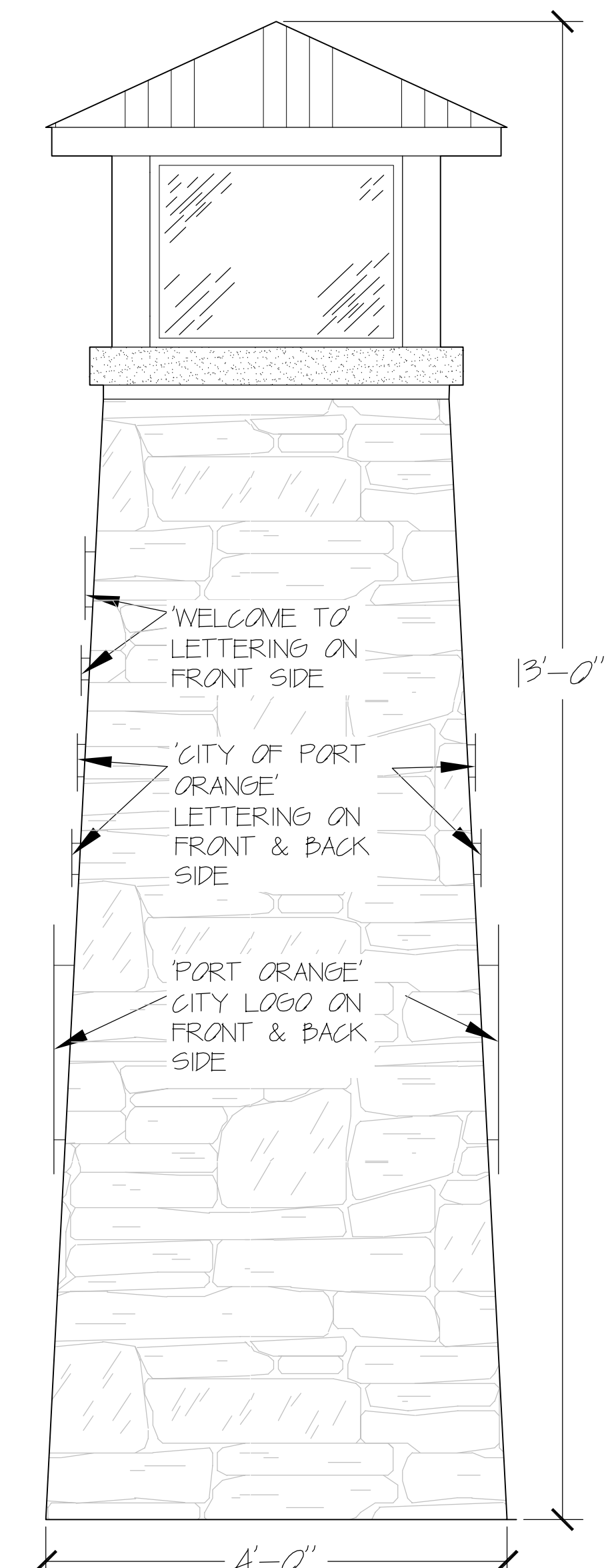
◁ GATEWAY MONUMENT SIGN LED SPOT LIGHT. ARROW DESIGNATED DIRECTION OF AIMING OF LUMINAIRES.



5 GATEWAY ELEVATION

FRONT VIEW

N.T.S.



6 GATEWAY ELEV.

SIDE VIEW

N.T.S.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD. SUITE 200
ORLANDO, FL 32814
(386) 877-2482 FAX (386) 877-2555

ST. AUGUSTINE
4475 U.S. 1 S. SUITE 100
ST. AUGUSTINE, FL 32086
(904) 797-1610 FAX (904) 797-4159

AMIELA ISLAND
914 ATLANTIC AVE. SUITE 200
ORLANDO, FL 32804
(904) 481-5436 FAX (904) 481-4159

NO.	DATE	BY	DESCRIPTION
1	8/10/18	SMG	REVISED PER FOOT COMMENTS DATED 8/2/18

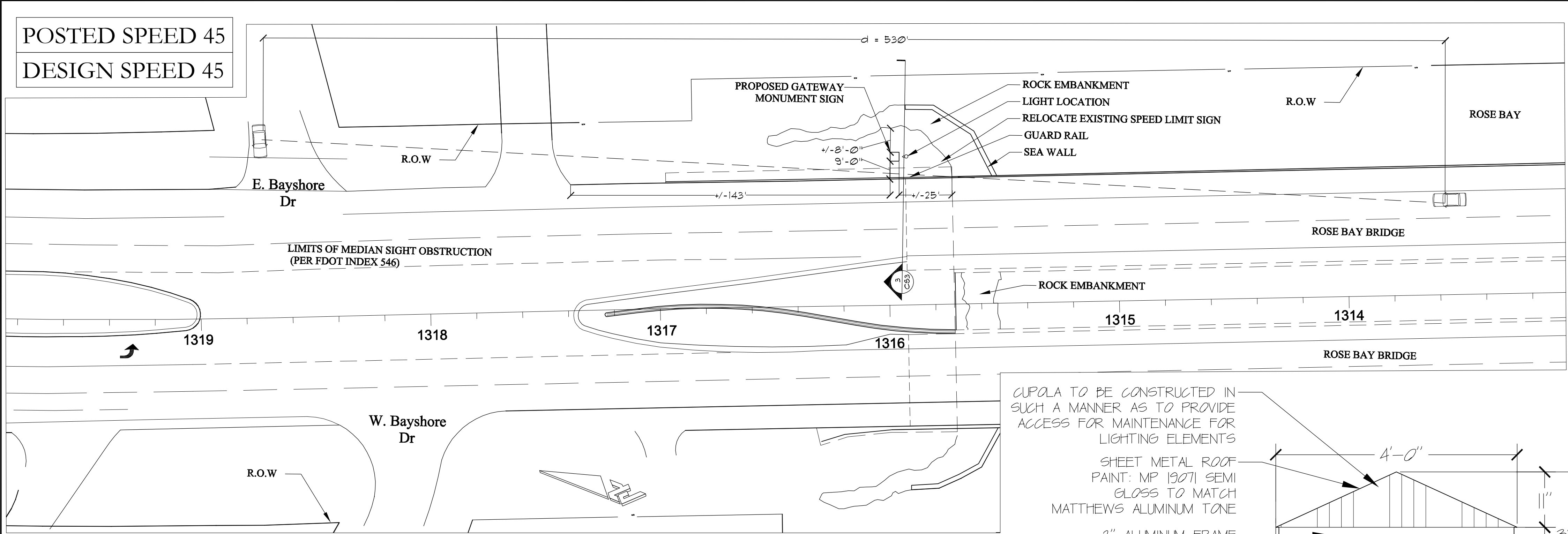
REVISIONS:

CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
PLAN, SECTION, & DETAILS
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
REGISTERED PROFESSIONALS
WWW.ZEVCOHEN.COM

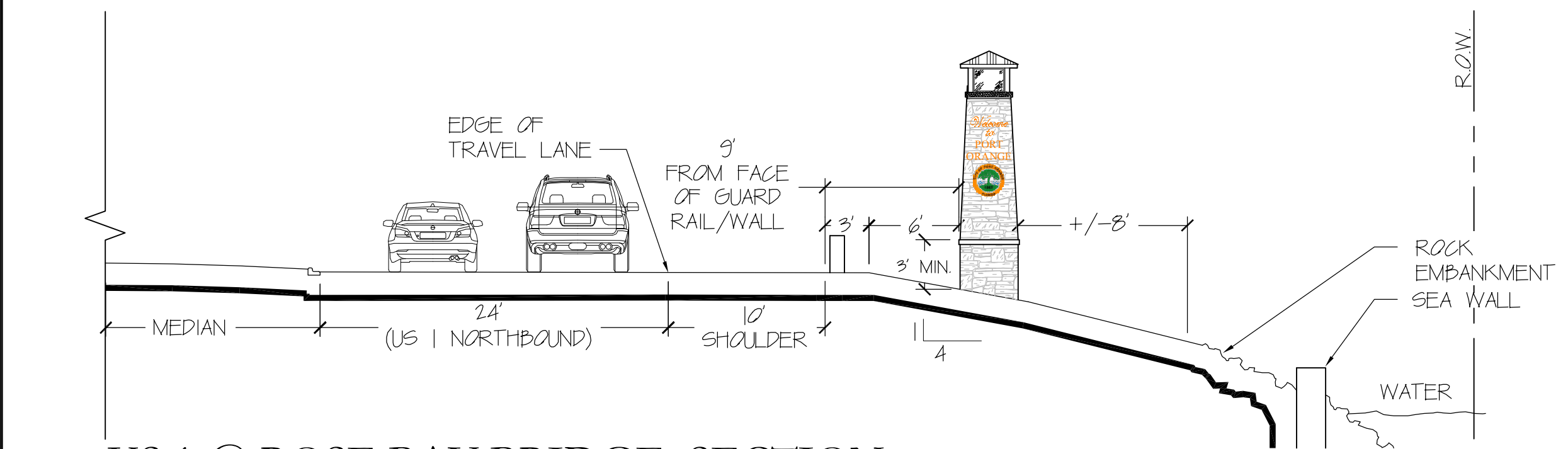
PROJECT NO. 14088
ISSUE DATE:
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: SB
DRAWING FILE: 14088/CF PLANS
XREFS:

STEPHEN R. BURNS, RLA
SCALE:
SHEET CS2 OF 4



1 US 1 @ ROSE BAY BRIDGE - ROADWAY PLAN VIEW

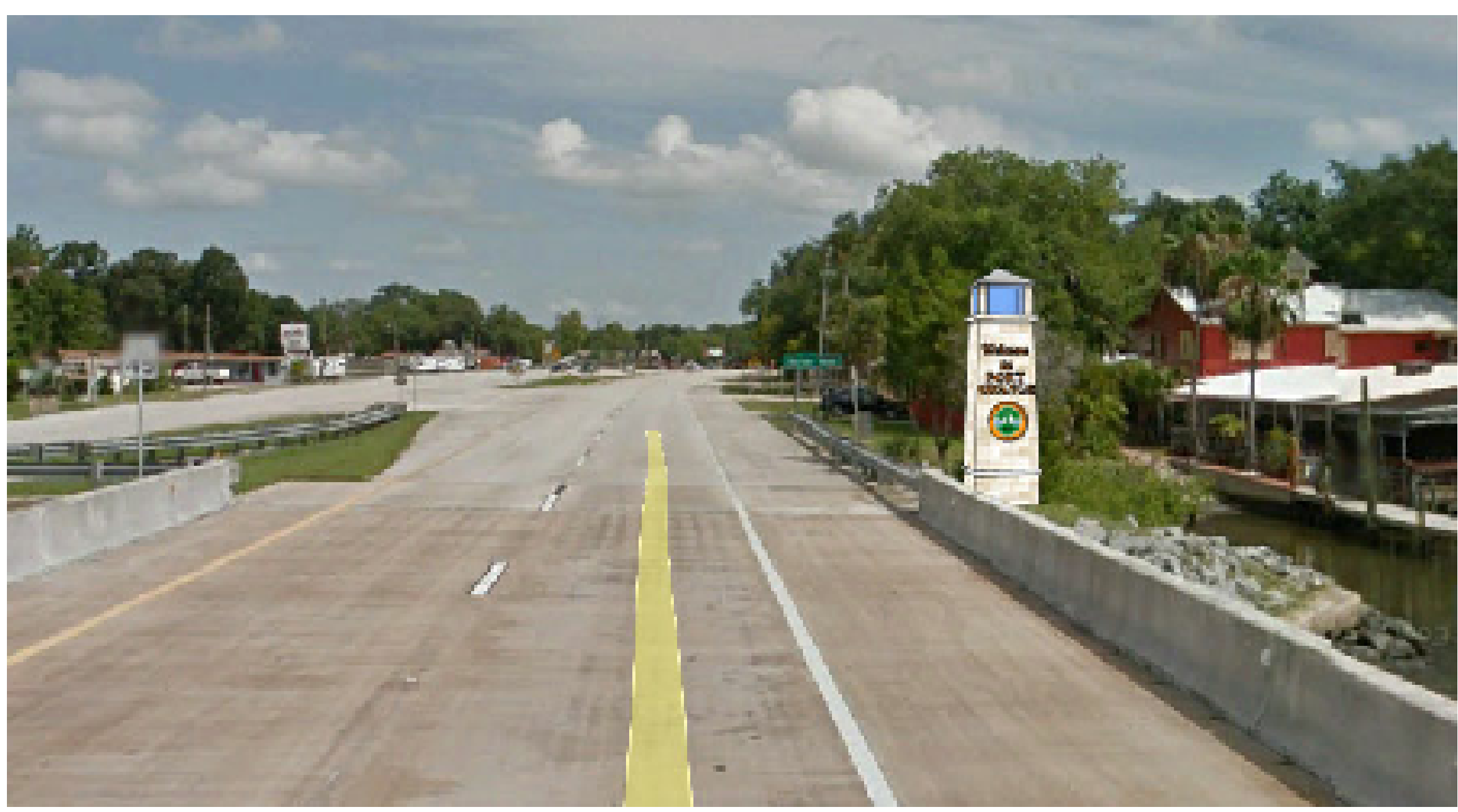
SCALE: 1" = 30'



3 US 1 @ ROSE BAY BRIDGE SECTION

*DIMENSIONS SHOWN ARE APPROXIMATE

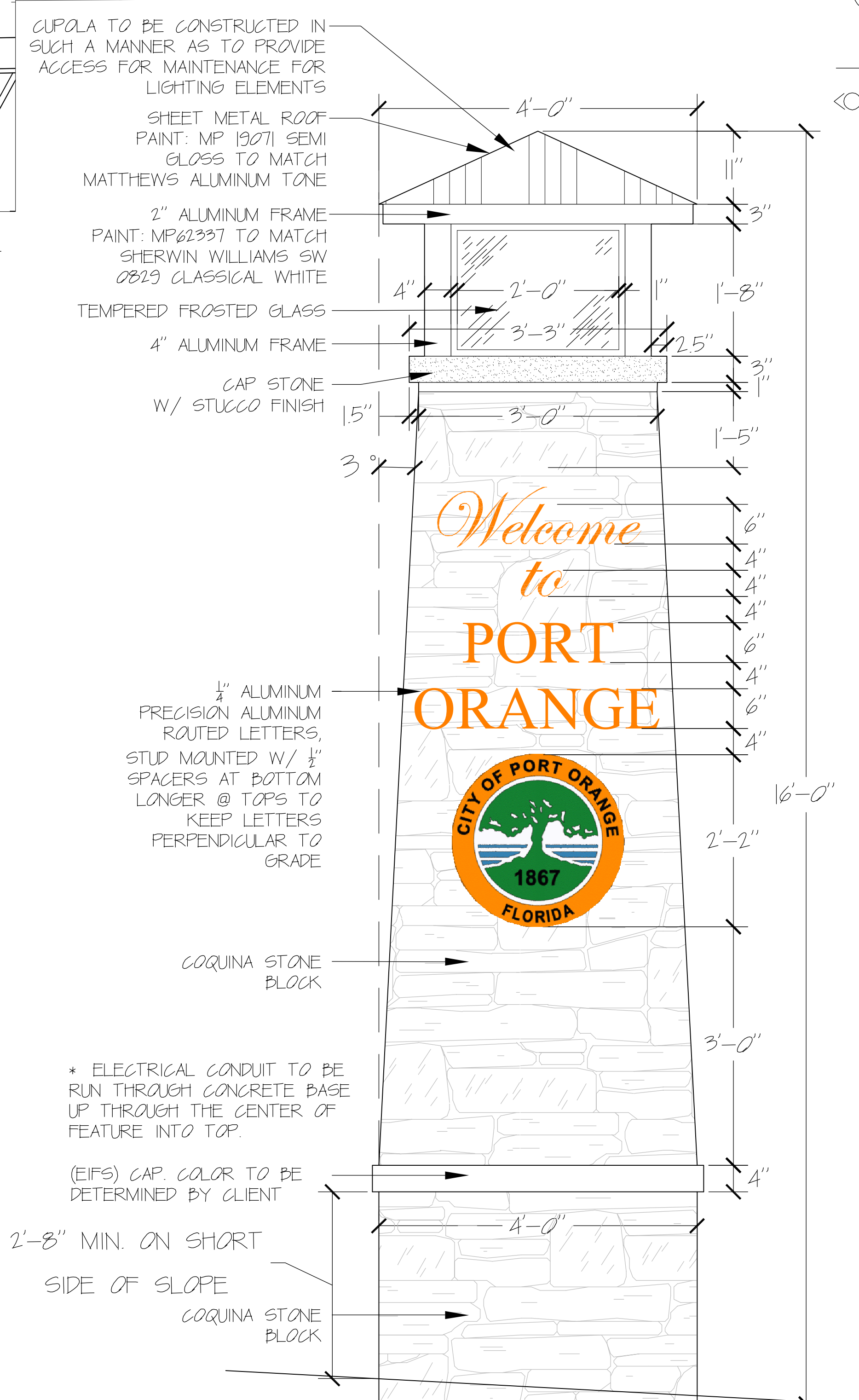
N.T.S.



4 US 1 @ ROSE BAY BRIDGE

3D Rendering- North View - for reference only (See details 2, 5 & 6 this sheet)

N.T.S.

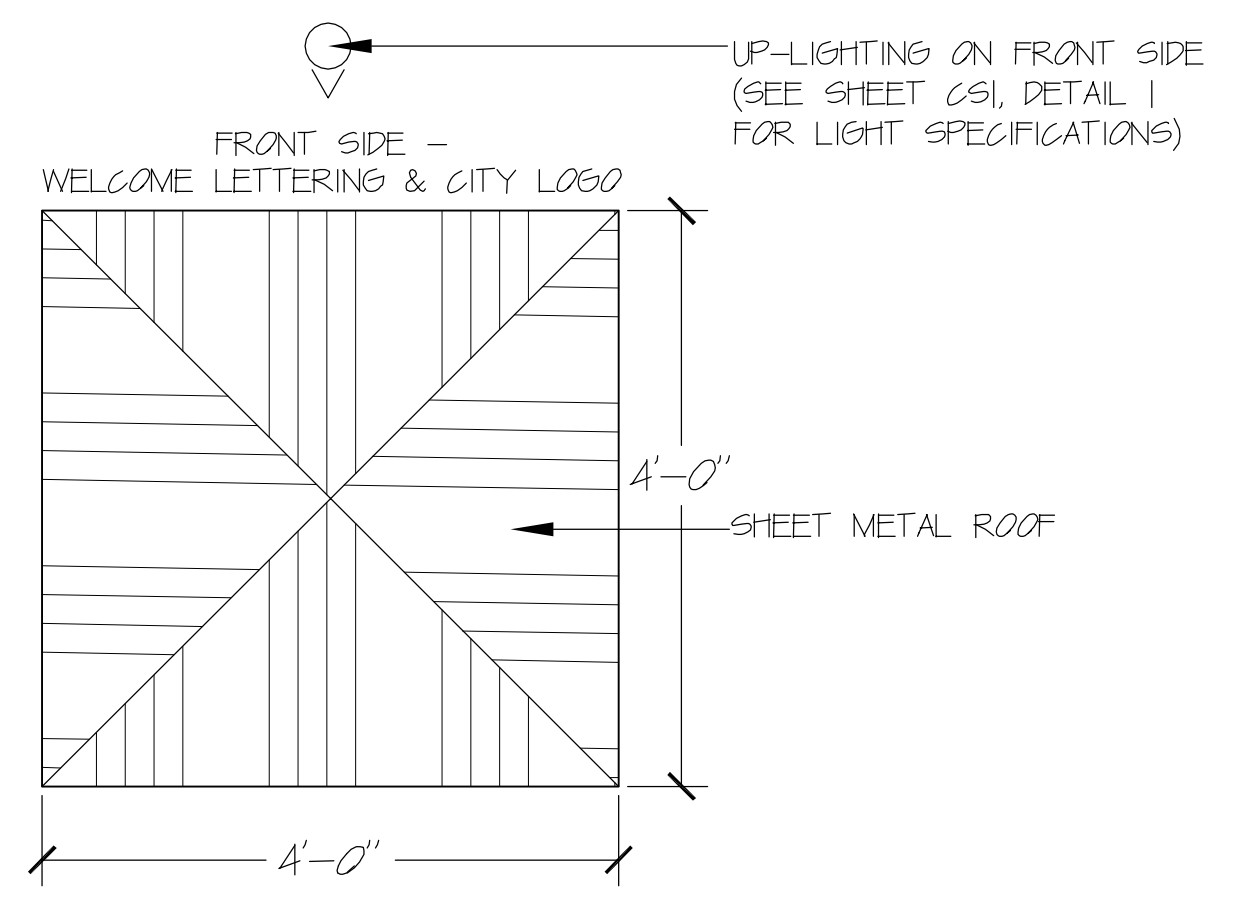


5 GATEWAY ELEVATION

FRONT VIEW

(REFER TO STRUCTURAL PLANS)

N.T.S.



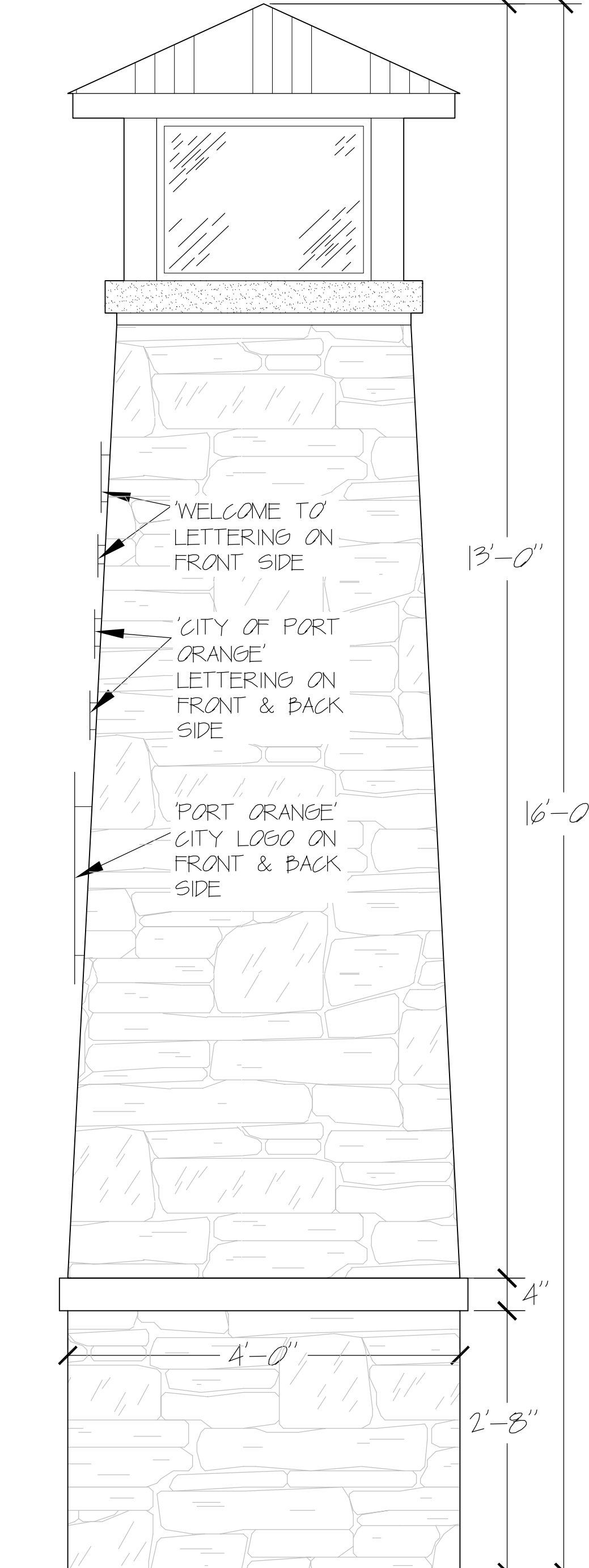
2 GATEWAY PLAN VIEW

TOP VIEW

N.T.S.

ELECTRICAL LEGEND

◁ GATEWAY MONUMENT SIGN LED SPOT LIGHT. ARROW DESIGNATED DIRECTION OF AIMING OF LUMINAIRES.



6 GATEWAY ELEVATION

SIDE VIEW (REFER TO STRUCTURAL PLANS)

N.T.S.

ORLAND BEACH
300 INTERCHANGE BLVD. SUITE 200
(386) 877-2482 FAX (386) 877-2505

ST. AUGUSTINE
4475 U.S. 1 S. SUITE 100
(904) 797-1610 FAX (904) 797-4159

AMELIA ISLAND
914 ATLANTIC AVE. SUITE 100
(904) 481-5436 FAX (904) 481-4159

NO.	DATE	DESCRIPTION
1	8/1/18	REVISED PER FOOT COMMENTARY DATED 8/2/18

REVISIONS:

CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
PLAN, SECTION, & DETAILS
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO. 14088
ISSUE DATE:
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: SB
DRAWING FILE: 14088/CF PLANS
XREFS:

STEPHEN R. BURNS, RLA

SCALE:
SHEET
CS3 OF 4



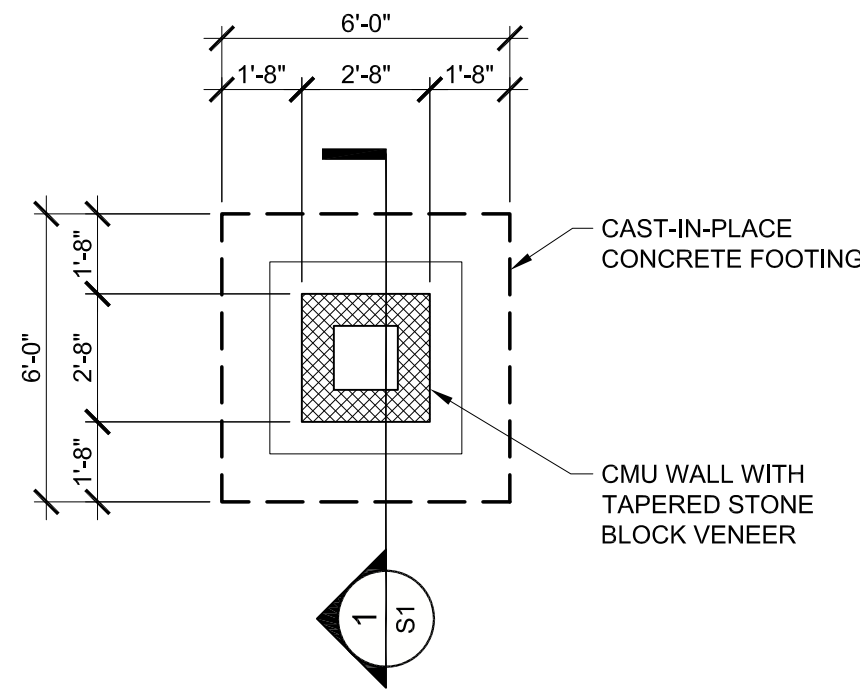
© ZEY COHEN & ASSOCIATES INC. 2015

914 ATLANTIC AVE., STE 2-D FERNANDINA BEACH, FL 32034
(904) 491-5436 FAX (904) 491-4159

MAINTENANCE OF TRAFFIC PLAN
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

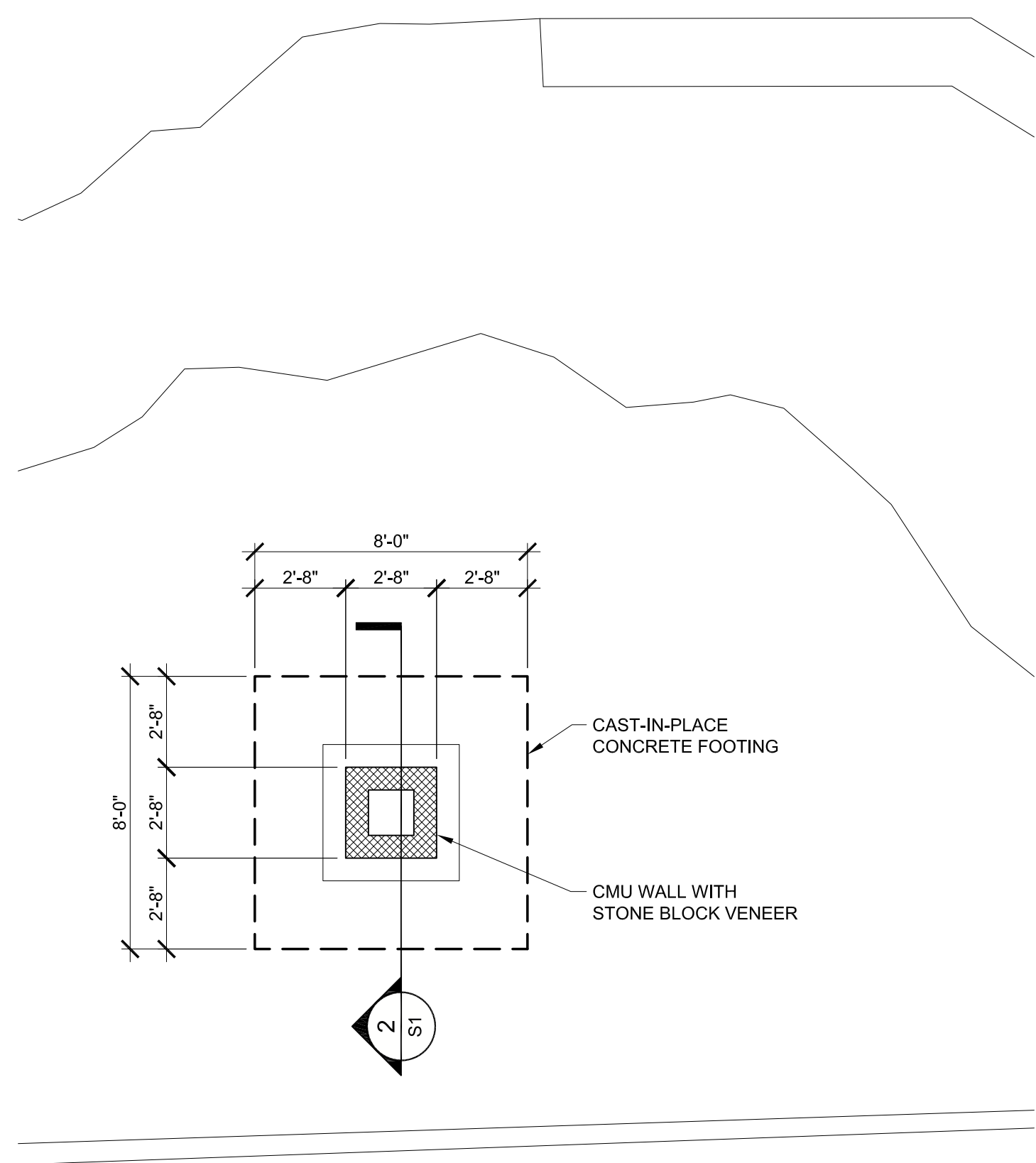
ISSUE DATE: 04-08-15	CHECKED BY: SB
DESIGNED BY: SMG	DRAWING FILE: 14068CAF PLANS V00000

4



**US1 @ MURRAY WAY
SIGN FOUNDATION PLAN**

SCALE: 1/4" = 1'-0"



**US1 @ ROSE BAY BRIDGE
SIGN FOUNDATION PLAN**

SCALE: 1/4" = 1'-0"

GENERAL PLAN NOTES

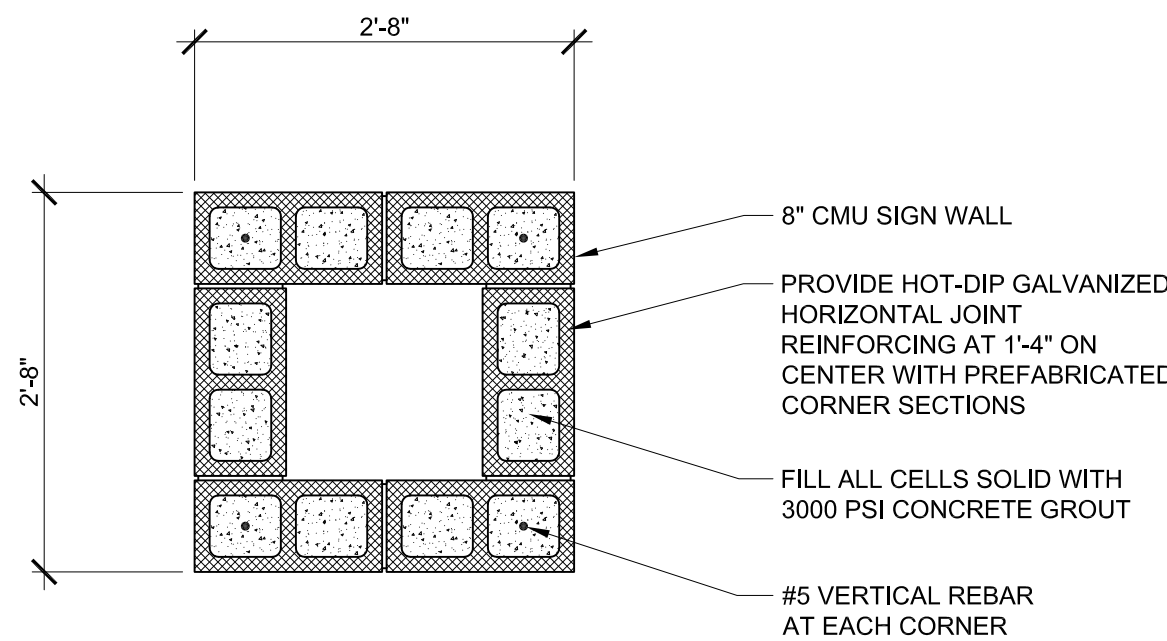
A	THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO FABRICATION AND CONSTRUCTION. ANY DEVIATIONS DISCOVERED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.
B	THE CONTRACTOR SHALL PROTECT AND/OR RELOCATE ALL EXISTING UTILITIES, CONDUITS, ELECTRICAL LINES, AND STORMWATER PIPES PRIOR TO EXCAVATION AND COMPACTION OPERATIONS.
C	THE CONTRACTOR SHALL NOT DISTURB BEARING SOILS BELOW EXISTING FOUNDATIONS OR STRUCTURES TO REMAIN. THE CONTRACTOR SHALL CONTACT THE GEOTECHNICAL ENGINEER IF SOIL STABILIZATION IS NECESSARY OR IF UNSUITABLE BEARING SOILS ARE ENCOUNTERED DURING EXCAVATION AND SITE PREPARATION.
D	THE CONTRACTOR SHALL CONFIRM THE MONUMENT SIGN WALL HEIGHT, WIDTH, AND LOCATION WITH ZEV COHEN & ASSOCIATES AND THE STONE VENEER MANUFACTURER.
E	COORDINATE TOP OF FOOTING ELEVATION WITH THE EXISTING SITE CONDITIONS AND PROPOSED FINISH GRADE. TOP OF FOOTING SHALL BE AT LEAST 8" BELOW THE SURFACE OF THE COMPACTED BEARING SOILS.

DESIGN BUILDING CODE

- 2014 FLORIDA BUILDING CODE, BUILDING
- ASCE 7-10 "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES"

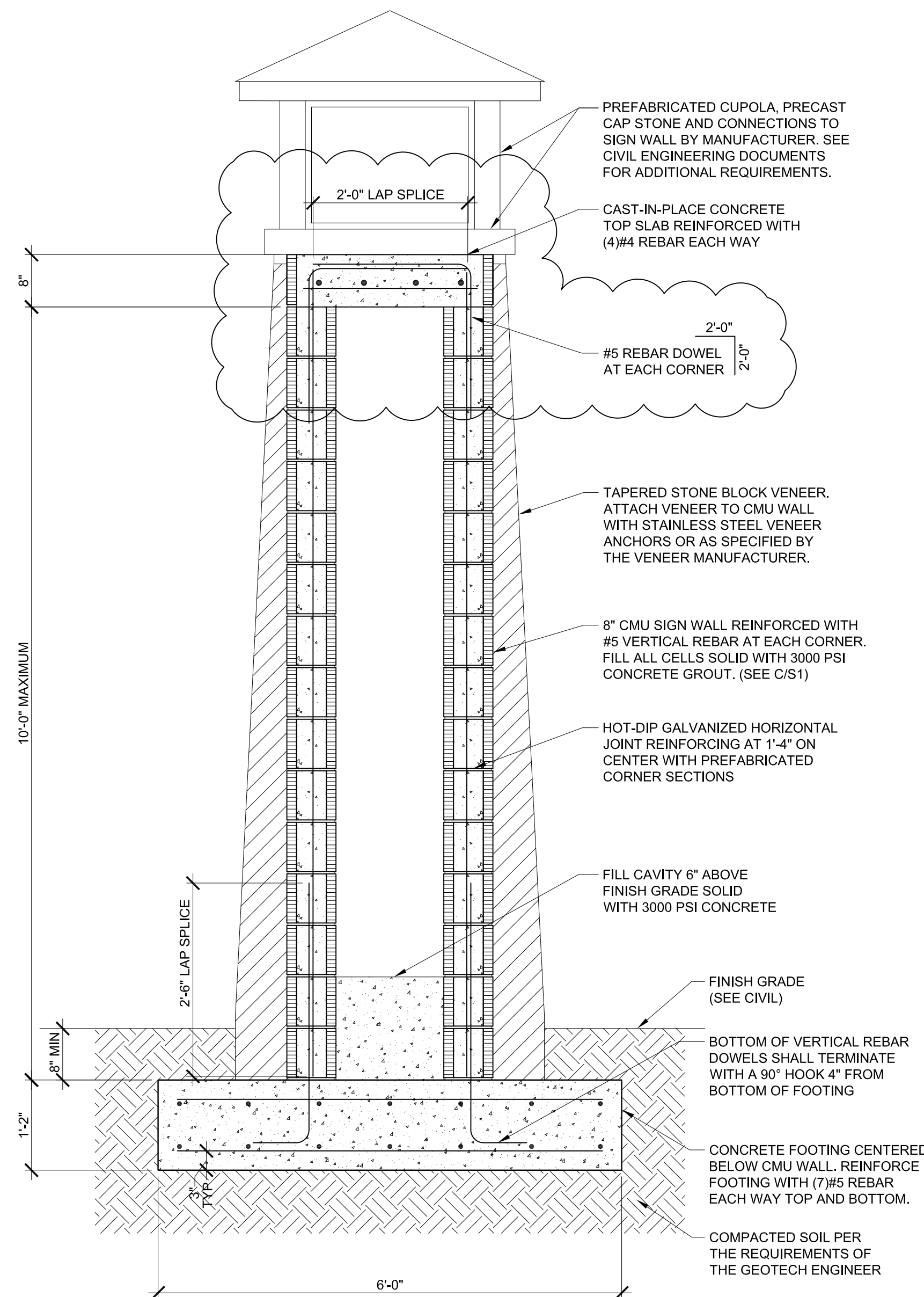
WIND DESIGN CRITERIA

- ULTIMATE DESIGN WIND SPEED (V_{ult}): 138 MPH
- NOMINAL DESIGN WIND SPEED (V_{asd}): 107 MPH
- EXPOSURE CATEGORY: D
- RISK CATEGORY: II
- ENCLOSURE CLASSIFICATION: N/A
- INTERNAL PRESSURE COEFFICIENT: N/A
- STRUCTURE TYPE: SOLID FREESTANDING WALL
- WIND DIRECTIONALITY FACTOR (K_d): 0.85
- COMPONENTS AND CLADDING PRESSURES: ± 60 PSF
- ULTIMATE WALL WIND PRESSURE: ± 60 PSF



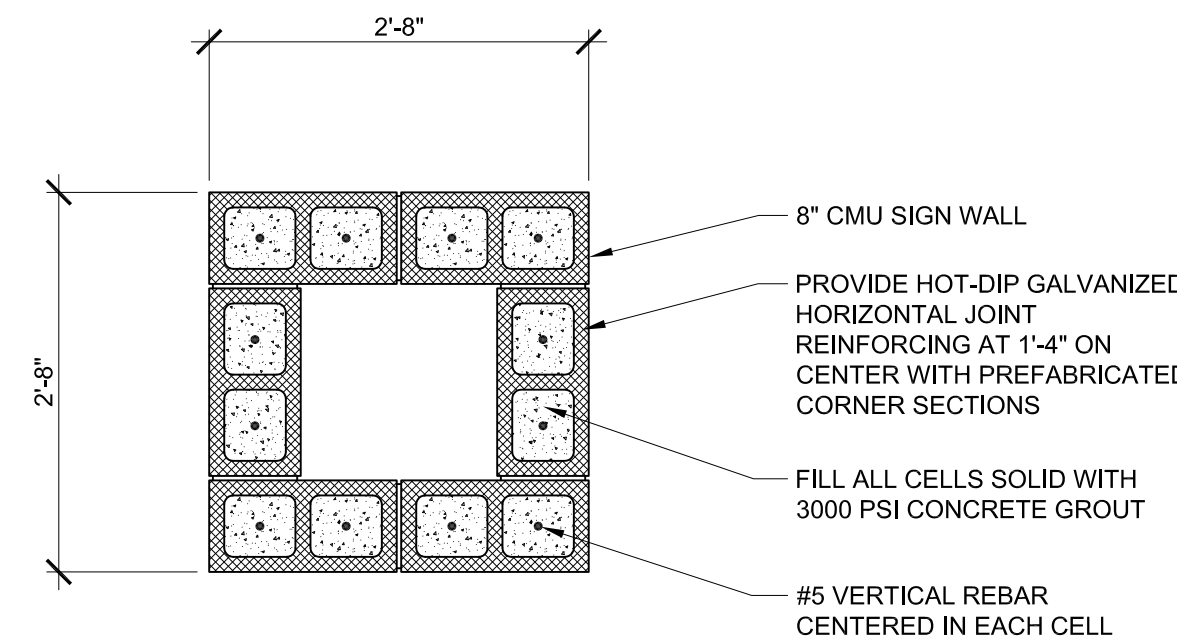
**REINFORCING
PLAN VIEW**

SCALE: 3/4" = 1'-0"



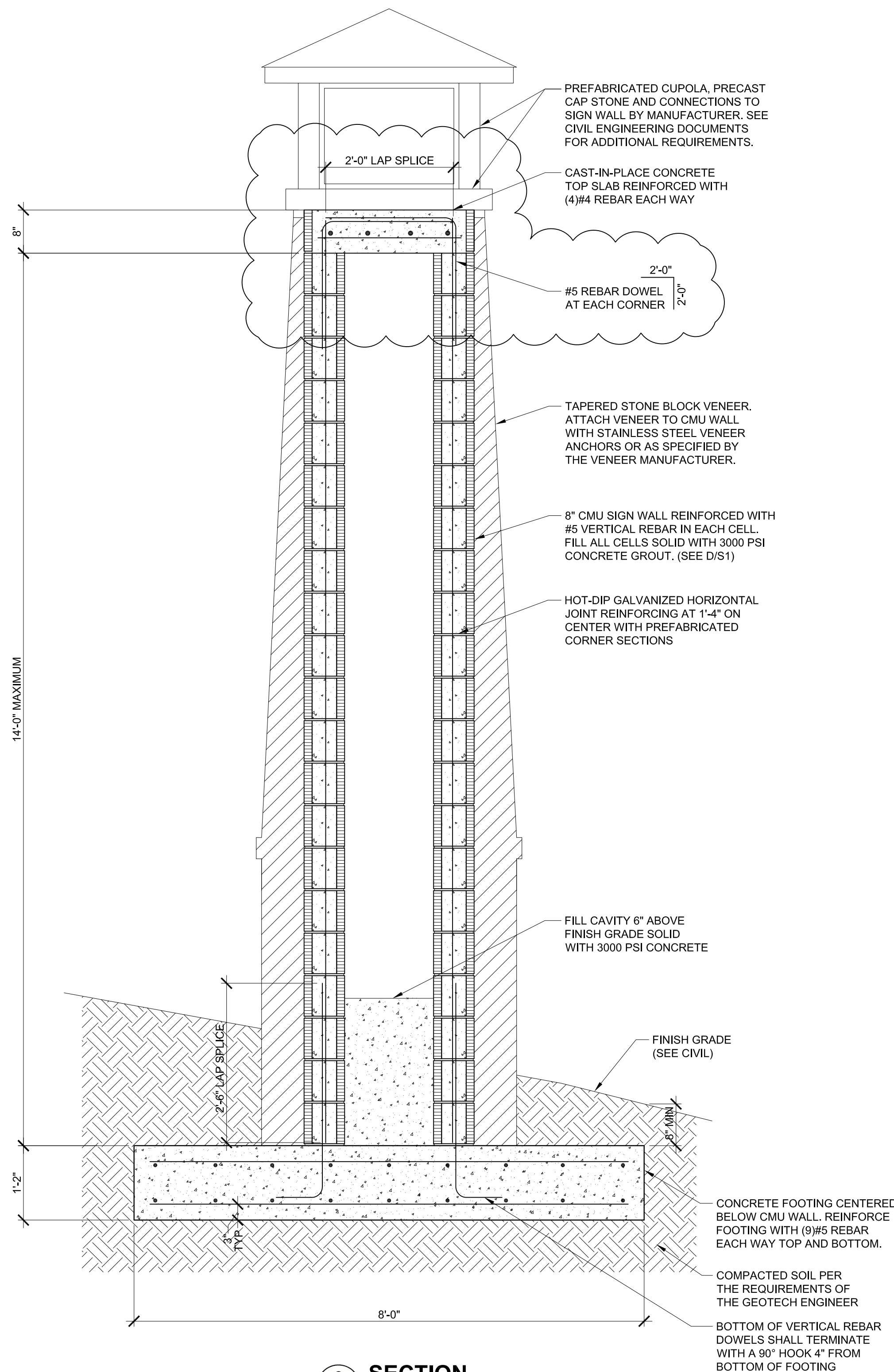
SECTION 1

SCALE: 3/4" = 1'-0"



**REINFORCING
PLAN VIEW**

SCALE: 3/4" = 1'-0"

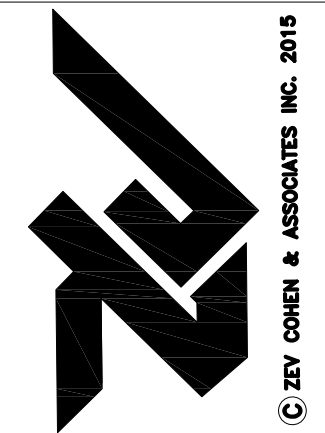


SECTION 2

SCALE: 3/4" = 1'-0"

**LATITUDE 30
ENGINEERING**
6501 Arlington Expressway
Building B, Suite 213
Jacksonville, FL 32211
Phone: 904-247-1855
Email: mail@lat30eng.com
BRIAN R. STODDARD, P.E.
FLORIDA LICENSE 45873
CERTIFICATE OF AUTHORIZATION #2691

BRIAN R. STODDARD
P.E.
FLORIDA
PROFESSIONAL ENGINEER
NO. 58773
This document has been electronically signed and sealed by Brian R. Stoddard, P.E. on 08/28/16 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signatures must be verified on any electronic copies.



ZEV COHEN & ASSOCIATES, INC.
ORLANDO BEACH
300 INTERCHANGING
(386) 877-2482 FAX (386) 877-2505
ST. AUGUSTINE
4475 U.S. 1
(804) 797-1610 FAX (804) 797-4159
AMELIA ISLAND
914 ATLANTIC AVE.
(804) 481-5436 FAX (804) 481-4159

NO.	DATE	DESCRIPTION
1	8/28/16	DESIGNED SIGN WALL
2	8/28/16	ADDED WIND DESIGN CRITERIA TO SHEET S1
3	8/28/16	REVISED REBAR DOWEL LAP LENGTH

REVISIONS:

CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
PLAN, SECTION, & DETAILS
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC. CIVIL ENGINEERS • LANDSCAPE ARCHITECTS (FL 04510) PLANNERS • TRANSPORTATION • ENVIRONMENTAL WWW.ZEVCOHEN.COM	PROJECT NO: 14068 ISSUE DATE: 09-08-15 DESIGNED BY: BRS	DRAFTED BY: BRS CHECKED BY: BRS DRAWING FILE: XREFS:
--	---	---

FILE LOCATION

SCALE:
SHEET **S1** OF **2**

DESIGN BUILDING CODE

a. 2014 FLORIDA BUILDING CODE, BUILDING

b. ASCE 7-10 "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES"

WIND DESIGN CRITERIA

a. ULTIMATE DESIGN WIND SPEED (Vult): 138 MPH

b. NOMINAL DESIGN WIND SPEED (Vasd): 107 MPH

c. EXPOSURE CATEGORY: D

d. RISK CATEGORY: II

e. ENCLOSURE CLASSIFICATION: N/A

f. INTERNAL PRESSURE COEFFICIENT: N/A

g. STRUCTURE TYPE: SOLID FREESTANDING WALL

h. WIND DIRECTIONALITY FACTOR (Kd): 0.85

i. COMPONENTS AND CLADDING PRESSURES:
ULTIMATE WALL WIND PRESSURE: ± 60 PSF

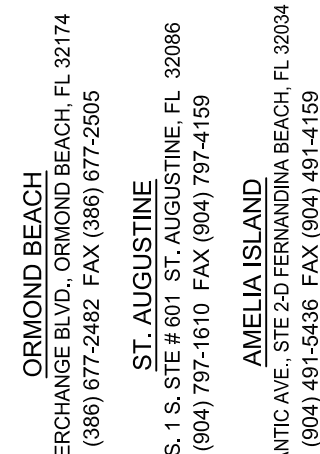
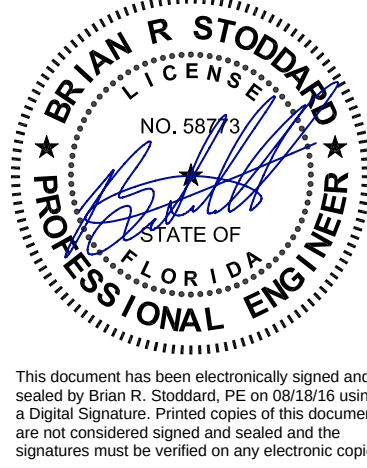
1. ALL DETAILS AND SECTIONS ON THE STRUCTURAL DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT.
2. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO FABRICATION AND CONSTRUCTION. ANY DEVIATIONS DISCOVERED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.
3. THE CONTRACTOR SHALL CONFIRM MONUMENT SIGN WALL HEIGHT, WIDTH, AND LOCATION WITH ZEV COHEN & ASSOCIATES AND THE STONE VENEER MANUFACTURER.
4. IN THE EVENT OF A DISCREPANCY ON THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL ASSUME THE MORE STRINGENT RESTRICTION SHALL APPLY AND/OR THE OPTION THAT PROVIDES THE GREATEST BENEFIT TO THE OWNER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES AND OBTAIN CLARIFICATION IF NECESSARY.
5. THE CONTRACTOR SHALL COORDINATE, SUPPLY, LOCATE, AND INSTALL ALL INSETS, ANCHORS, EMBEDS, OPENINGS, FLASHING, WATERPROOFING SLEEVES, COMPONENTS, ETC., AS REQUIRED TO ACCOMMODATE OTHER WORK AND TRADES.
6. ALUMINUM MATERIALS SHALL NOT BE IN DIRECT CONTACT WITH CONCRETE OR DISSIMILAR METALS.
7. LATITUDE 30 ENGINEERING SHALL NOT BE LIABLE FOR THE FAILURE OF ANY PREFABRICATED COMPONENT ATTACHED TO THE SIGN WALL. THE CUPOLA MANUFACTURER SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PROFESSIONAL DESIGN SURFACES RELATED TO THESE ELEMENTS OF THE PROJECT.
8. LATITUDE 30 ENGINEERING SHALL NOT HAVE CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES, OR SEQUENCES; FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, OR ANY OTHER PERSONS PERFORMING THE WORK, OR THE FAILURE OF ANY OF THEM TO CONSTRUCT THE WORK SAFELY AND IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS.
9. THE CONTRACTOR SHALL PROVIDE TEMPORARY BRACING, SHORING, GUYING OR OTHER MEANS TO SUPPORT THE STRUCTURAL ELEMENTS DURING ERECTION AND IN PLACE UNTIL THE COMPLETION OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL TEMPORARY SUPPORTS. ALL CONSTRUCTION OPERATIONS SHALL CONFORM TO OSHA STANDARDS AND COMPLY WITH ALL ENVIRONMENTAL REGULATIONS.

1. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW BY THE LATITUDE 30 ENGINEERING. SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL STRUCTURAL COMPONENTS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:
 - a. PLACEMENT DRAWINGS FOR CONCRETE AND MASONRY STEEL REINFORCEMENT INCLUDING BAR SIZES, BENDS & LENGTHS
 - b. CONCRETE MIX DESIGNS
2. THE REVIEW OF SHOP DRAWINGS AND OTHER SUBMITTALS FOR THIS PROJECT IS FOR CONFORMANCE WITH THE DESIGN CONCEPT AND FOR GENERAL COMPLIANCE WITH THE INFORMATION CONTAINED IN THE CONTRACT DOCUMENTS. CONSULTANTS REGARDING THESE SUBMITTALS DO NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING HIS WORK IN A SAFE AND SATISFACTORY MANNER.

1. FOUNDATIONS HAVE BEEN DESIGNED TO BEAR ON UNDISTURBED SOILS OR PROPERLY COMPACTED FILL HAVING AN ALLOWABLE BEARING CAPACITY OF 2000 PSF.
2. THE CONTRACTOR SHALL RETAIN THE SERVICES OF A LICENSED GEOTECHNICAL ENGINEER TO PERFORM SUBSURFACE SOIL TESTING, PREPARE A SIGNED AND SEALED REPORT WITH SITE PREPARATION PROCEDURES, OBSERVE AND MONITOR ALL SITE PREPARATION, EXCAVATION, AND COMPACTION OPERATIONS, AND VERIFY THE MATERIAL ON WHICH FOUNDATIONS BEAR HAS AT LEAST THE ABOVE NOTED CAPACITY.
3. THE GEOTECHNICAL ENGINEER-OF-RECORD SHALL REVIEW ALL CONSTRUCTION DOCUMENTS AND VERIFY THE SPECIFIED FOUNDATIONS AND FOUNDATION DESIGN CRITERIA ARE IN CONFORMANCE WITH THE REQUIREMENTS CONTAINED IN THE GEOTECHNICAL REPORT. THE GEOTECHNICAL ENGINEER SHALL NOTIFY THE CONTRACTOR AND STRUCTURAL ENGINEER OF ANY CONFLICTS PRIOR TO THE CONTRACTOR PROCEEDING WITH FABRICATION OR CONSTRUCTION.
4. SITE PREPARATION, EXCAVATION, AND COMPACTION OPERATIONS SHALL STRICTLY CONFORM TO THE GEOTECH REPORT INSTRUCTIONS AND FIELD DIRECTIONS BY THE GEOTECHNICAL ENGINEER-OF-RECORD.
5. THE CONTRACTOR SHALL MONITOR GROUNDWATER CONDITIONS AT THE SITE AND TAKE THE NECESSARY PRECAUTIONS TO INSURE THAT THE GROUNDWATER LEVEL IS AT LEAST TWO FEET BELOW FOUNDATION EXCAVATIONS AND THE SURFACE OF ANY COMPACTION OPERATIONS. THE GEOTECHNICAL ENGINEER SHALL REVIEW AND APPROVE ANY GROUNDWATER CONTROL PLAN.
6. THE CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITY LINES WITHIN THE CONSTRUCTION AREA, REMOVE OR RELOCATE ALL ABANDONED UTILITIES AND UTILITIES THAT MAY INTERFERE WITH THE NEW WORK.
7. COMPACTION (DENSITY) TESTS SHALL BE PERFORMED BY A REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER IN ACCORDANCE WITH THE RECOMMENDATIONS DESCRIBED IN THE SIGNED AND SEALED GEOTECHNICAL REPORT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS AND FEES ASSOCIATED WITH GEOTECHNICAL ENGINEERING SERVICES AND TESTING.

1. ALL REINFORCED CONCRETE WORK SHALL BE IN CONFORMANCE WITH THE "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318, LATEST EDITION) AND SPECIFICATIONS FOR STRUCTURAL CONCRETE (ACI 301, LATEST EDITION) OF THE AMERICAN CONCRETE INSTITUTE.
2. MINIMUM CONCRETE COMPRESSIVE STRENGTH REQUIRED AT 28 DAYS
 - a. FOUNDATION: 3000 PSI
 - b. TOP SLAB: 4000 PSI
3. MAXIMUM WATER/CEMENT RATIO:
 - a. FOUNDATION: 0.56
 - b. TOP SLAB: 0.50
4. ALL CONCRETE SHALL BE NORMAL WEIGHT CONCRETE (144 PCF+) WITH ALL CEMENT CONFORMING TO ASTM C150, TYPE I OR III. MAXIMUM AGGREGATE SIZE SHALL BE 1½" FOR FOOTINGS AND ¾" FOR COLUMNS, WALLS, SLABS, CURBS, AND BEAMS CONFORMING TO ASTM C33.
5. DEFORMED BAR REINFORCEMENT SHALL BE ASTM A615, GRADE 60
6. SPLICES IN REINFORCEMENT SHALL NOT BE PERMITTED.
7. MINIMUM COVER FOR CAST-IN-PLACE CONCRETE REINFORCEMENT UNLESS NOTED OTHERWISE
 - a. CONCRETE CAST AGAINST EARTH: 3"
 - b. ALL OTHERS: 2" UNLESS NOTED OTHERWISE
8. ALL REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE TYPICAL BAR BENDING DIAGRAMS AND PLACING DETAILS OF ACI STANDARDS AND SPECIFICATIONS. REINFORCING SHALL BE HELD SECURELY IN POSITION WITH STANDARD ACCESSORIES DURING PLACEMENT OF CONCRETE. REINFORCING SUPPORTS FOR ALL EXPOSED CONCRETE SHALL BE GALVANIZED WITH PLASTIC COATED FEET.
9. REINFORCING BARS SHALL NOT BE CUT TO ACCOMMODATE THE INSTALLATION OF ANCHORS, EMBEDS OR OTHER ITEMS.
10. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE CONSTRUCTION OF FORMWORK IN ACCORDANCE WITH ACI 347.
11. EXPOSED CONCRETE SURFACES SHALL BE CURED IN ACCORDANCE WITH ACI 308 WITH AN APPROPRIATE CURING METHOD AND/OR COMPOUND AS SOON AS FINISHING IS COMPLETE OR FORMS ARE REMOVED. THE CONTRACTOR SHALL VERIFY THE SELECTED CURING METHOD AND/OR COMPOUND IS COMPATIBLE WITH ALL PROPOSED FINISHES AND CHEMICAL TREATMENTS.
12. CONCRETE MIX DESIGN SUBMITTAL SHALL INCLUDE:
 - a. INTENDED USAGE AND LOCATION FOR EACH TYPE
 - b. MIX DESIGN INCLUDING MATERIAL TYPES AND AMOUNTS
 - c. WATER CEMENT RATIO BY WEIGHT
 - d. SLUMP RANGE
 - e. AIR CONTENT
 - f. STRENGTH TEST DATA REQUIRED TO ESTABLISH MIX DESIGN
13. THE CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT TESTING LABORATORY TO REQUEST TO THE APPROVAL OF THE OWNER, TO INSPECT, SAMPLE, AND TEST CONCRETE AT THE POINT OF PLACEMENT PER ACI 301. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE OWNER AND ENGINEER. TESTING SHALL INCLUDE AT LEAST THE FOLLOWING:
 - a. ONE SLUMP TEST PER ASTM C 143 FOR EACH 10 CY OF CONCRETE PLACED.
 - b. FOUR CONCRETE COMPRESSIVE STRENGTH TEST CYLINDERS FOR EACH 50 CY OF CONCRETE PLACED OR FRACTION THEREOF PER DAY. TEST ONE CYLINDER PER EACH SET AT 7 DAYS AND TWO CYLINDERS AT 28 DAYS. THE REMAINING CYLINDER SHALL BE STORED IN THE EVENT THE 28 DAY CYLINDERS DO NOT MEET THE SPECIFIED CONCRETE COMPRESSIVE STRENGTH.

1. ALL MASONRY WORK SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES" (ACI 530) AND THE "SPECIFICATIONS FOR MASONRY STRUCTURES" (ACI 530.1) OF THE AMERICAN CONCRETE INSTITUTE.
2. MORTAR SHALL CONFORM TO THE PROPORTION SPECIFICATION OF ASTM C270, TYPE M OR S.
3. LIMIT CEMENTITIOUS MATERIALS IN MORTAR TO: PORTLAND CEMENT CONFORMING TO ASTM C150 TYPE I; LIME CONFORMING TO ASTM C207; AND MORTAR CEMENT CONFORMING TO ASTM C1329.
4. FULL BED AND HEAD JOINTS SHALL BE USED.
5. GROUT SHALL CONFORM TO ASTM C476 AND THE FOLLOWING:
 - a. 3000 PSI MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS
 - b. SLUMP BETWEEN 8 TO 11 INCHES PER ASTM C143
 - c. MAXIMUM AGGREGATE SIZE SHALL BE 3/8" (AGGREGATE GRADED TO PRODUCE FINE GROUT IN CONFORMANCE WITH ASTM C476 AND C404).
6. ALL MASONRY UNITS CONTAINING REINFORCEMENT OR LOCATED BELOW GRADE SHALL BE FILLED SOLID WITH 3000 PSI CONCRETE GROUT.
7. CONCRETE MASONRY UNITS (CMU)
 - a. SOLID AND HOLLOW LOAD-BEARING CONCRETE MASONRY UNITS PER ASTM C90
 - b. TYPE N-II, NORMAL WEIGHT
 - c. RUNNING BOND PATTERN
 - d. 1900 PSI MINIMUM COMPRESSIVE STRENGTH OF UNITS OR AS REQUIRED TO ACHIEVE 1500 PSI MINIMUM ULTIMATE COMPRESSIVE STRENGTH (FM) OF THE MASONRY ASSEMBLAGE (UNITS, MORTAR, AND GROUT)
8. INSTALL HORIZONTAL JOINT REINFORCING IN ALL LOAD-BEARING AND EXTERIOR MASONRY WALLS. JOINT REINFORCING SHALL BE HOT-DIP GALV. OR TRUSS OR LADDER TYPE DURAL-OR-AL, OR APPROVED EQUIVALENT, WITH (2) 9 GAUGE LONGITUDINAL WIRES AND A 9 GAUGE CROSS WIRE SPACED AT 16 INCHES ON CENTER, PROVIDE LAP AS RECOMMENDED BY MANUFACTURER WITH A MINIMUM OF 8". PROVIDE "L" SHAPE OR "T" SHAPE JOINT REINFORCING AT ALL WALL INTERSECTIONS AND CORNERS.
9. STONE VENEER SHALL BE ATTACHED TO SUPPORTING STRUCTURE WITH STAINLESS STEEL OR HOT-DIP GALVANIZED VENEER TIES IN ACCORDANCE WITH THE ARCHITECTURAL REQUIREMENTS AND ACI 530. VENEER TIES SHALL NOT BE SPACED MORE THAN 1'-4" ON CENTER HORIZONTALLY AND VENEER TIES SHALL BE SPACED ADDITIONAL VENEER TIES WITHIN 8" OF OPENINGS AND EDGES. VENEER TIE TYPE AND FASTENING REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.
10. PROVIDE CLEAN OUT AND INSPECTION HOLES AT BOTTOM OF MASONRY WALL IN ACCORDANCE WITH THE MASONRY CODE IF HIGH LIFT GROUTING (OVER 4 FEET HIGH) IS USED.
11. DEFORMED BAR REINFORCEMENT SHALL CONFORM TO ASTM A615, GRADE 60. PROVIDE LAP SPLICES OF 48 BAR DIAMETERS MINIMUM. PROVIDE BAR SPACERS AS REQUIRED TO PROPERLY LOCATE REINFORCING.

[illegible]

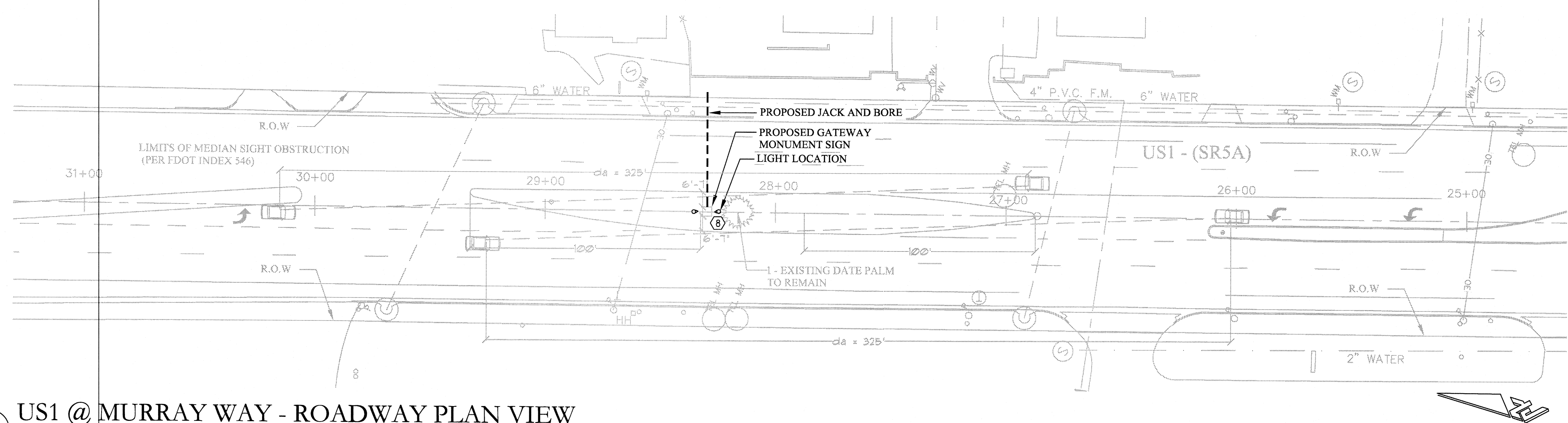
CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
GENERAL STRUCTURAL NOTES

 ZEV COHEN & ASSOCIATES, INC. CIVIL ENGINEERS • LANDSCAPE ARCHITECTS (EB 4516) (LC 62) PLANNERS • TRANSPORTATION • ENVIRONMENTAL	WWW.ZEVCOHEN.COM	
	PROJECT NO: 14088	DRAFTED BY: BRS
	ISSUE DATE: 09-08-15	CHECKED BY: BRS
	DESIGNED BY: BRS	DRAWING FILE: XREFS:

FILE LOCATION

SCALE:

SHEET **S2** OF **2**

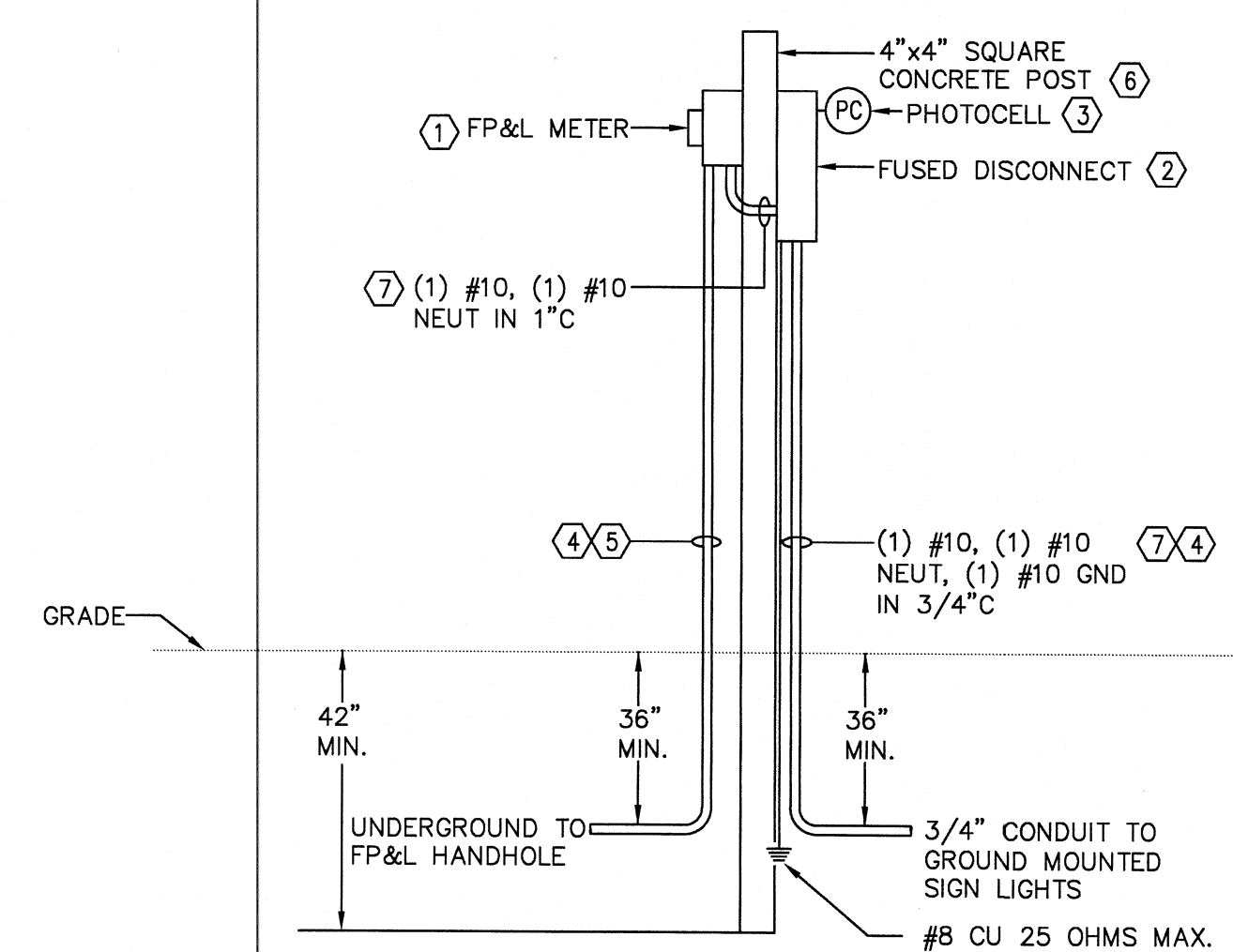


1 US1 @ MURRAY WAY - ROADWAY PLAN VIEW

SCALE: 1" = 30'

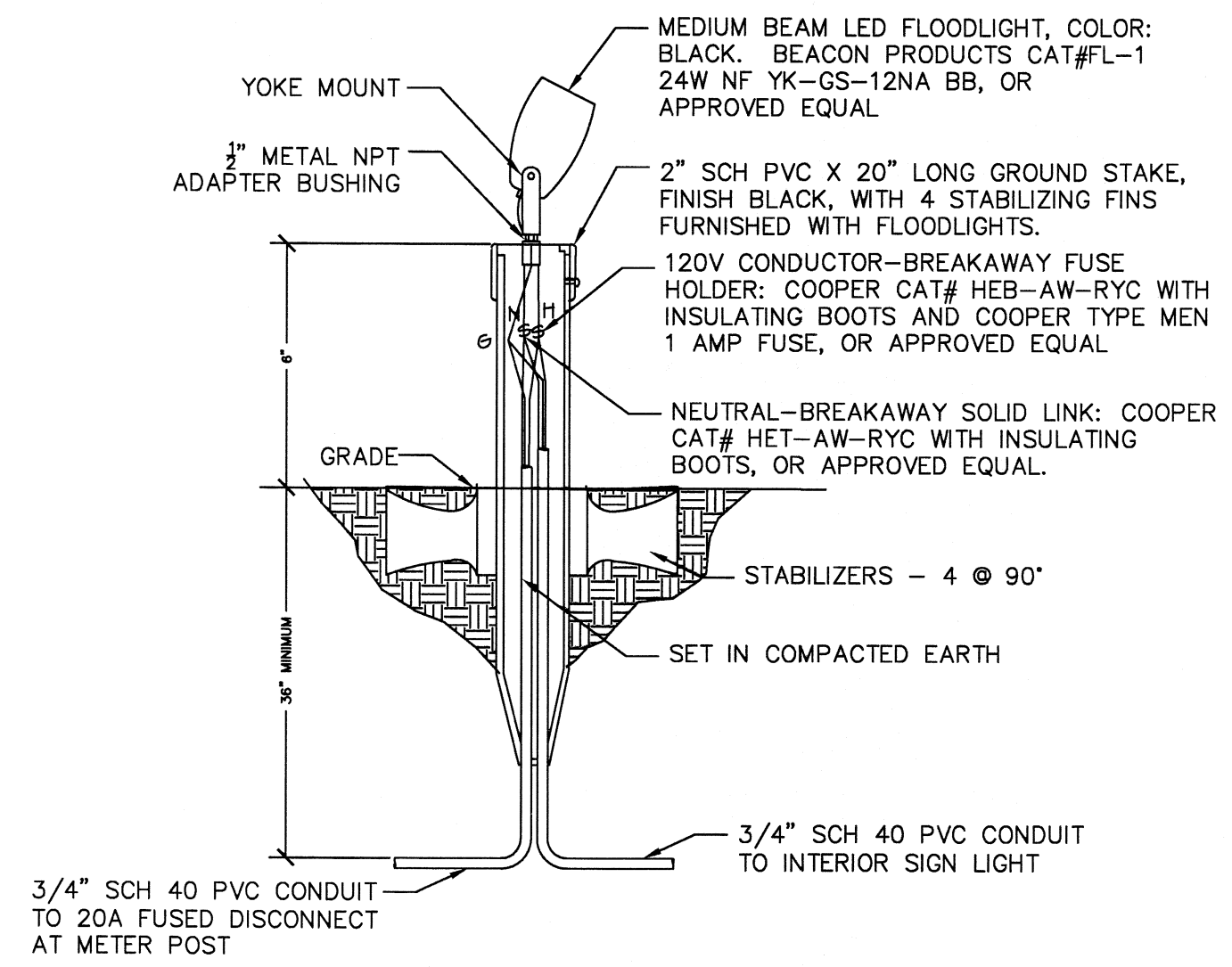
KEYED NOTES

1. FP&L METER MOUNTED ON DIRECT BURIAL SQUARE CONCRETE POST. MOUNT METER AT HEIGHT REQUIRED BY FL&L. PLACE POST IMMEDIATELY ADJACENT TO HANDHOLE.
2. SQUARE D, NEMA 3R, 20A, FUSED DISCONNECT. MOUNT ON BACK SIDE OF CONCRETE POST SUPPORTING METER. INSTALL PER NEC REQUIREMENTS.
3. PHOTOCELL TO CENTER SIGN LIGHTS.
4. UNDERGROUND CONDUITS TO FP&L HANDHOLE LOCATION. MINIMUM BURIAL DEPTH 36".
5. CONTACT BEVERLY HUTTO @ FP&L AT 386-322-3439 FOR SPECIFIC FP&L REQUIREMENTS.
6. CONCRETE POST TO BE MINIMUM 4"x4" SQUARE WITH 3" BURIED.
7. CONTRACTOR SHALL ADJUST CONDUCTORS/CONDUIT SIZES TO LIMIT SERVICE FEEDERS TO MAXIMUM 2% VOLTAGE DROP AND BRANCH CONDUCTORS TO MAXIMUM 3% VOLTAGE DROP.
8. MEDIAN SIGN AT MURRAY WAY LOCATION WILL REQUIRE BORING TO PROVIDE RACEWAY FROM FUSED DISCONNECT ADJACENT TO FP&L HANDHOLE TO LIGHTING AT SIGN BASE.
9. INSTALL KILLARK VWG-100 LUMINAIRE ON A JUNCTION BOX. SEE DETAIL 2 SHEET E1.
10. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LOCAL AND STATE PERMITS.



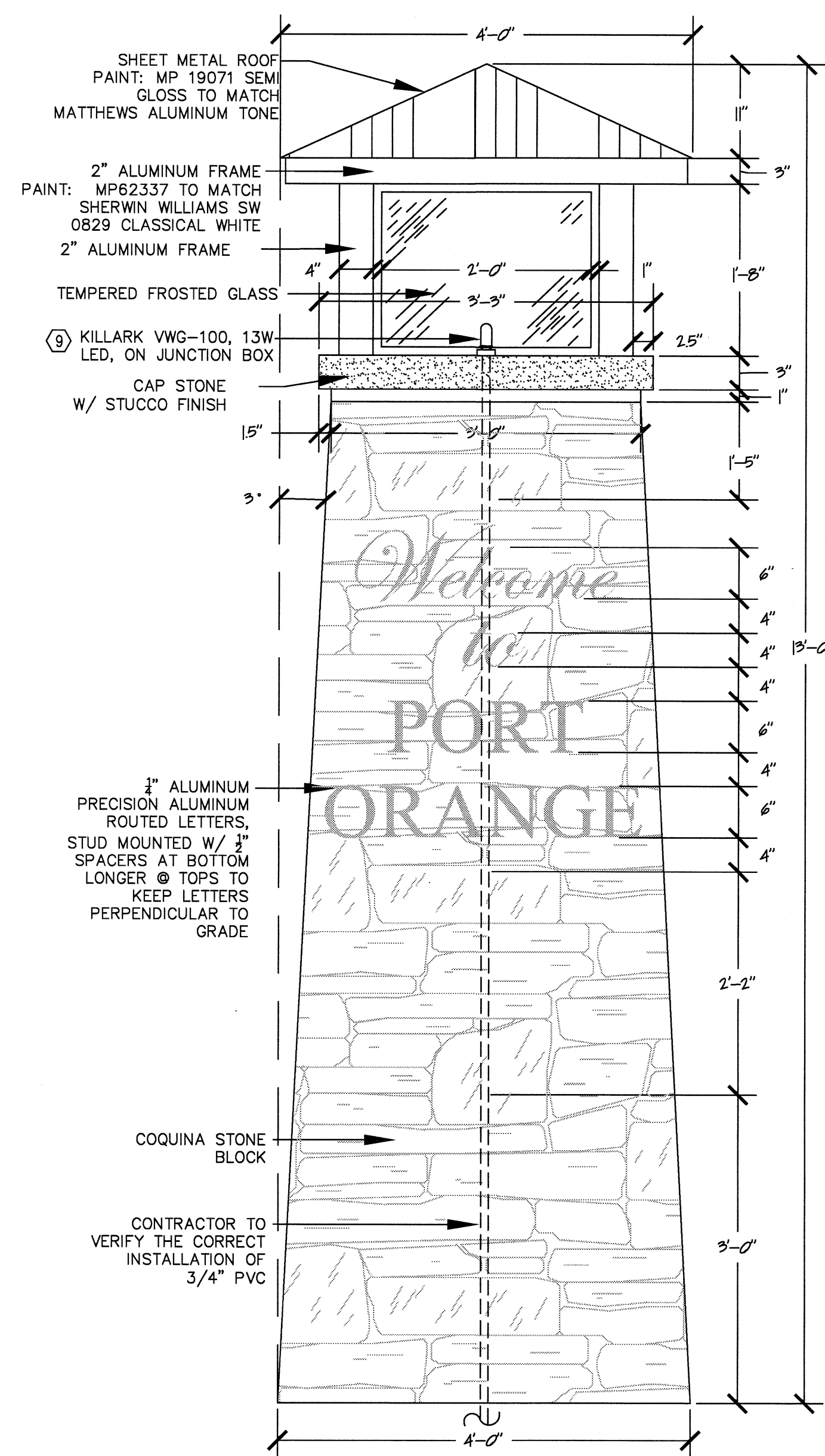
5 RISER DIAGRAM

N.T.S.



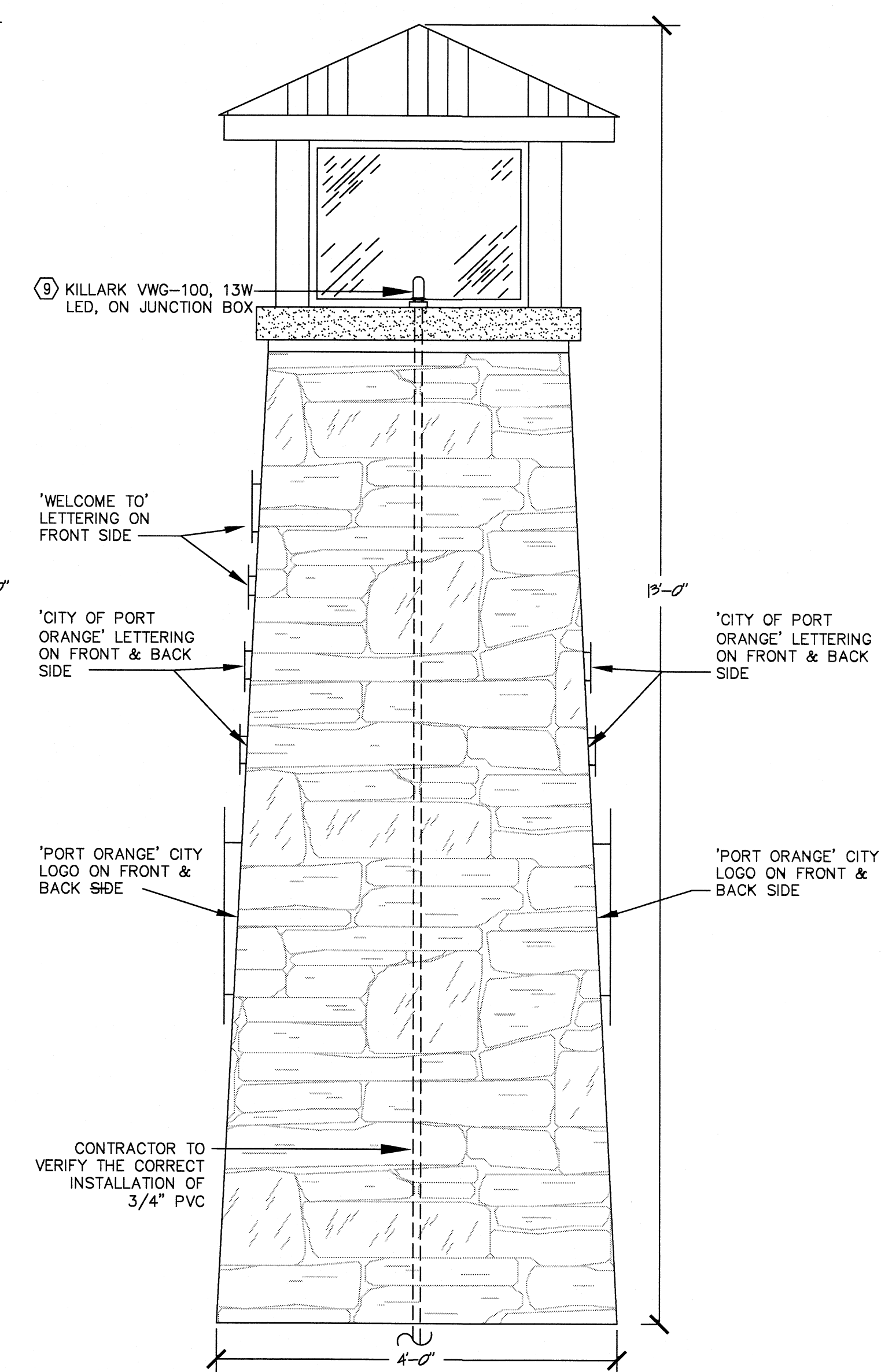
4 SPOT LIGHT DETAIL

N.T.S.



2 GATEWAY ELEVATION FRONT VIEW

N.T.S.



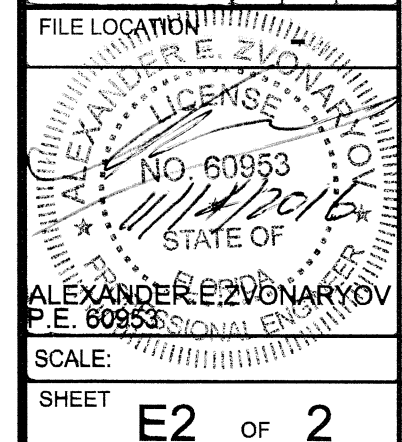
3 GATEWAY ELEVATION SIDE VIEW

N.T.S.

CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
PLAN, SECTION, & DETAILS
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

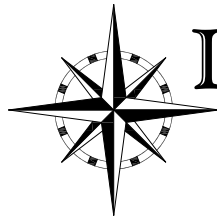
ZEY COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
(FL 000476) (FL 000476)
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
WWW.ZEYCOHEN.COM
PROJECT NO. 14088
ISSUE DATE: 05-12-16
DESIGNED BY: AEZ
DRAWING FILE: ELEG PLANS
XREFS:
DRAFTED BY: THK
CHECKED BY: AEZ
NO. 60953
STATE OF FLORIDA
SEAL OF ZEV COHEN & ASSOCIATES, INC.

FILE LOCATION: C:\PROJECTS\14088\14088-01\14088-01-01.DWG
NO. 60953
STATE OF FLORIDA
SEAL OF ZEV COHEN & ASSOCIATES, INC.
SCALE: 1" = 30'
SHEET E1 OF 2



N.T.S.

ATTACHMENT 2 – STRUCTURAL CALCULATIONS



LATITUDE 30
ENGINEERING

MONUMENT SIGN CALCULATIONS
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

Prepared for

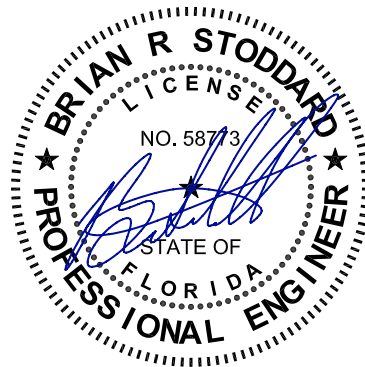
ZEV COHEN & ASSOCIATES, INC.

300 INTERCHANGE BLVD., SUITE C
ORMOND BEACH, FLORIDA 32174

STRUCTURAL ENGINEER

Brian R. Stoddard, P.E.
Florida License No. 58773

Latitude 30 Engineering, LLC
Florida Certificate of Authorization No. 26691



This document has been electronically signed and sealed by Brian R. Stoddard, PE on 08/18/16 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signatures must be verified on any electronic copies.

[ASCE 7 Windspeed](#)[ASCE 7 Ground Snow Load](#)[Related Resources](#)[Sponsors](#)[About ATC](#)[Contact](#)

Search Results

Query Date: Thu Aug 18 2016

Latitude: 29.1047

Longitude: -80.9721

ASCE 7-10 Windspeeds
(3-sec peak gust in mph*):

Risk Category I: 128

Risk Category II: 138

Risk Category III-IV: 149

MRI 10-Year:** 80

MRI 25-Year:** 94

MRI 50-Year:** 103

MRI 100-Year:** 113

ASCE 7-05 Windspeed:
122 (3-sec peak gust in mph)

ASCE 7-93 Windspeed:
97 (fastest mile in mph)



*Miles per hour

**Mean Recurrence Interval

Users should consult with local building officials to determine if there are community-specific wind speed requirements that govern.



[Print your results](#)

WINDSPEED WEBSITE DISCLAIMER

While the information presented on this website is believed to be correct, ATC and its sponsors and contributors assume no responsibility or liability for its accuracy. The material presented in the windspeed report should not be used or relied upon for any specific application without competent examination and verification of its accuracy, suitability and applicability by engineers or other licensed professionals. ATC does not intend that the use of this information replace the sound judgment of such competent professionals, having experience and knowledge in the field of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the results of the windspeed report provided by this website. Users of the information from this website assume all liability arising from such use. Use of the output of this website does not imply approval by the governing building code bodies responsible for building code approval and interpretation for the building site described by latitude/longitude location in the windspeed load report.



LATITUDE 30 ENGINEERING

1510 B Second Street, South
Jacksonville Beach, FL 32250
904-247-1855 Fax: 904-247-4900

JOB PORT ORANGE MONUMENT SIGN
SHEET NO. _____ OF _____
CALCULATED BY BRS DATE _____
CHECKED BY _____ DATE _____
SCALE _____

WIND LOADS

ASCE 7-10

FREESTANDING WALL

BASIC WIND SPEED (VULT) 138 MPH

EXPOSURE CATEGORY D

$$q_z = 0.00256 (1.03)(0.85)(138)^2$$

$$q_z = 42.7 \text{ PSF}$$

$$\text{PRESSURE} = q_z G C_f$$

$$= (42.7 \text{ PSF})(0.85)(1.65)$$

C_f FROM FIG 29.4-1
B/S = 0.25

$$\text{WIND PRESSURE}_{\text{ULT}} = \underline{60 \text{ PSF}}$$

ALLOWABLE

$$\text{WIND PRESSURE} = (0.6)(60 \text{ PSF}) = 36 \text{ PSF}$$



LATITUDE 30 ENGINEERING

1510 B Second Street, South
Jacksonville Beach, FL 32250
904-247-1855 Fax: 904-247-4900

JOB PORT ORANGE MONUMENT SIGN
SHEET NO. _____ OF _____
CALCULATED BY BRS DATE _____
CHECKED BY _____ DATE _____
SCALE _____

WIND OVERTURNING

$$M_{OVT} = (4')(18')(36 \text{ PSF})(10') \quad \swarrow \text{.05 ABOVE GEOMETRIC CENTER}$$
$$= 25.92 \text{ K-FT}$$

$$M_{RESIST} = \overbrace{(8')(14')(78 \text{ PSF})(4')}^{\text{CMU}} + \overbrace{(1'-2'')(8')(8')(140 \text{ PCF})(4')}^{\text{FTG}}$$
$$= 76.76 \text{ K-FT}$$

$$F.S._{OVT} = \frac{76.76 \text{ K-FT}}{25.92 \text{ K-FT}} = 2.96 \text{ OK}$$

WIND SLIDING

$$V_{SLIDE} = (4')(18')(36 \text{ PSF}) = 2.6 \text{ KIPS}$$

$$V_{RESIST} = [(8')(14')(78 \text{ PSF}) + (1'-2'')(8')(8')(140 \text{ PCF})] \times 0.3$$

COEFFICIENT OF FRICTION
↓

$$= 5.7 \text{ KIPS}$$

$$F.S._{SLIDING} = \frac{5.7 \text{ K}}{2.6 \text{ K}} = 2.19 \text{ OK}$$

SOIL BEARING PRESSURE

$$f_{SOIL} = \frac{19.6 \text{ KIPS}}{(8')(8')} + \frac{25.92 \text{ K-FT}}{(8')^3 / 6} = 610 \text{ PSF OK}$$

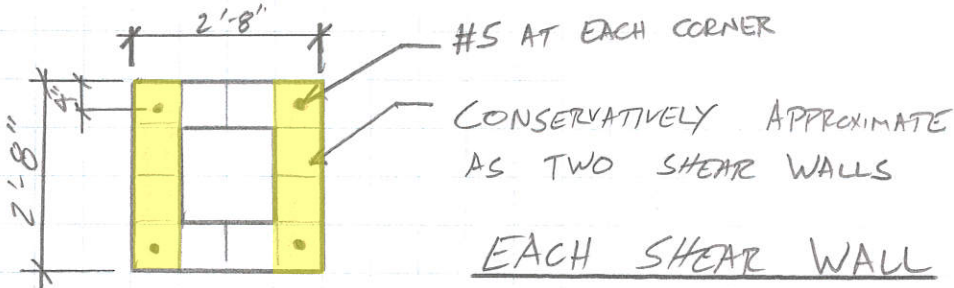


LATITUDE 30 ENGINEERING

1510 B Second Street, South
Jacksonville Beach, FL 32250
904-247-1855 Fax: 904-247-4900

JOB PORT ORANGE MONUMENT SIGN
SHEET NO. _____ OF _____
CALCULATED BY BRS DATE _____
CHECKED BY _____ DATE _____
SCALE _____

CMU WALL



$$\frac{M_{WIND}}{2} = \frac{25.92 \text{ K-FT}}{2} = 156 \text{ K-IN}$$

$$\frac{V_{WIND}}{2} = \frac{2.6 \text{ KIPS}}{2} = 1.3 \text{ KIPS}$$

$$n = \frac{E_s}{E_m} = 21.48$$

$$\rho = \frac{A_s}{bd} = \frac{0.31}{(7.625)(32-4)} = 0.00145$$

$$n\rho = .031$$

$$f_b = \frac{M}{bd^2} \left(\frac{2}{jK} \right) = \frac{156 \text{ K-IN}}{(7.625)(28)^2} (9.814) = 256 \text{ PSI}$$

$$F_b = \frac{f_m'}{3} = \frac{1500}{3} = 500 \text{ PSI OK}$$

$$f_s = \frac{M}{bd^2} \left(\frac{n}{n\rho j} \right) = \frac{156}{(7.625)(28)^2} \left(\frac{21.48}{0.02874} \right) = 19.5 \text{ KSI}$$

$$19.5 \text{ KSI} < F_s = 24 \text{ KSI} \quad \text{OK}$$



LATITUDE 30 ENGINEERING

1510 B Second Street, South
Jacksonville Beach, FL 32250
904-247-1855 Fax: 904-247-4900

JOB PORT ORANGE MONUMENT SIGN
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE _____
CHECKED BY _____ DATE _____
SCALE _____

$$f_a = \frac{P}{A}$$

$$P = \frac{(8')(14')(87 \text{ PSF}) + (8')(2'-8')^2(150 \text{ PLF}) + 250 \text{ LBS}}{8' \text{ LENGTH OF WALL (UNIFORM DISTRIBUTED)}}$$

$$P = 1339 \text{ PLF}$$

$$f_a = \frac{1339}{(7.625)(12'')} = 14.63 \text{ PSI}$$

$$F_a = \frac{f_m'}{4} \left[1 - \left(\frac{h}{140r} \right)^2 \right] = \frac{1500}{4} \left[1 - \left(\frac{14'}{140 \times 2.19} \right)^2 \right]$$

$$F_a = 262 \text{ PSI OK}$$

$$f_a + f_b < 0.45 f_m' = 675$$

$$14.63 + 256 = 271 \text{ PSI} < 675 \text{ PSI OK}$$

SHEAR

$$\frac{M}{Vd} = \frac{156 \text{ K-IN}}{(1.3 \text{ K})(32'')} = 3.75 > 1 \Rightarrow F_v < 2\sqrt{f_m'} < 77.4 \text{ PSI}$$

$$f_v = \frac{1.3 \text{ K}}{(7.625)(32'')} = 5.4 \text{ PSI} < 77.4 \text{ PSI OK}$$

ATTACHMENT 3 – FPL COST SHEET

UCD TARIFF ESTIMATE (UCD Tariff Effective: 10/13/2016) WR # TBD DATE: 11/16/2016

PROJECT: Port Orange Gateway Signs LOCATION: v/o Ridgewood (2 locns)

DESIGNER: Mark McMichael

Exhibit "A" Exhibit "B"

OF UNITS # OF UNITS

CHARGES CREDITS

(13.2.12.a) Primary lateral riser (if from overhead termination point), pad mounted transformer and trench with cable-in-conduit not to exceed 150 feet for radials and 300 feet for loops.

	From Overhead Termination Point			From Existing Underground Termination Point			
(13.2.12.a.1) Single Phase Radial	\$0.00	X		qty	\$0.00	X	qty
(13.2.12.a.2) Two Phase Radial	\$0.00	X		qty	\$0.00	X	qty
(13.2.12.a.3) Three Phase Radial - 150KVA	\$0.00	X		qty	\$0.00	X	qty
(13.2.12.a.4) Three Phase Radial - 300 KVA	\$0.00	X		qty	\$0.00	X	qty
(13.2.12.a.5) Single Phase loop	\$0.00	X		qty	\$0.00	X	qty
(13.2.12.a.6) Two Phase Loop	\$0.00	X		qty	\$0.00	X	qty
(13.2.12.a.7) Three Phase Loop - 150 KVA	\$0.00	X		qty	\$0.00	X	qty
(13.2.12.a.7) Three Phase Loop - 300 KVA	\$0.00	X		qty	\$0.00	X	qty

(13.2.12.b) Secondary riser and lateral, excluding handhole or junction box, with connection to Applicant's service cables no greater than 20 feet from Company riser pole.

(13.2.12.b.1) Small Single Phase 4/0 TPX or smaller	\$552.55	X	2	per riser	\$	1,105.10
(13.2.12.b.2) Large Single Phase larger than 4/0 TPX	\$1,025.92	X		per riser	\$	-
(13.2.12.b.3) Small Three Phase 4/0 QPX or smaller	\$901.92	X		per riser	\$	-
(13.2.12.b.4) Large Three Phase larger than 4/0 QPX	\$1,530.59	X		per riser	\$	-

(13.2.12.c) Small UG commercial services (60 Amp 120V / 125 Amp 120/240V per SPO 21010.4)

(13.2.12.c.1.a) 2 wire (120V) service on accessible wood pole	\$474.23	X		per service	\$	-
(13.2.12.c.1.b) 3 wire (120/240V) service on accessible wood pole	\$434.80	X		per service	\$	-
(13.2.12.c.2.a) 2 wire (120V) service on inaccessible wood pole	\$545.29	X		per service	\$	-
(13.2.12.c.2.b) 3 wire (120/240V) service on inaccessible wood pole	\$493.51	X		per service	\$	-
(13.2.12.c.3.a) 2 wire (120V) service on accessible concrete pole	\$526.63	X		per service	\$	-
(13.2.12.c.3.b) 3 wire (120/240V) service on accessible concrete pole	\$487.19	X		per service	\$	-

(13.2.12.d) Handholes and Padmounted Secondary Junction Boxes, excluding connections.

(13.2.12.d.1) Handholes						
(13.2.12.d.1.a) Small 24" handhole	\$203.40	X	2	per HH	\$	406.80
(13.2.12.d.1.b) Intermediate 30" handhole	\$241.53	X		per HH	\$	-
(13.2.12.d.1.c) Large 48" handhole	\$817.30	X		per HH	\$	-
(13.2.12.d.2) Pad Mounted Junction Box (PM TX Dummy Cabinet M&S #161-40000-7)	\$2,567.29	X		per box	\$	-
(13.2.12.d.3.a) Pad Mounted Junction Cabinet (22 port 3 phase cabinet M&S #161-40100-3)	\$10,992.18	X		per cabinet	\$	-
(13.2.12.d.3.b) Tapping conductors (if more than 12 sets)	\$79.20	X		per set	\$	-

(13.2.12.e) Primary Splice Box including splices and cable pulling set-up

(13.2.12.e.1) Single Phase per box	\$1,349.64	X		per box	\$	-
(13.2.12.e.2) Two Phase per box	\$1,859.16	X		per box	\$	-
(13.2.12.e.3) Three Phase per box	\$2,070.15	X		per box	\$	-

(13.2.12.f) Additional installation charge for underground primary laterals including trench and cable-in-conduit which exceeds the limits set in 13.2.12.a to reach FPL designated point of delivery.

(13.2.12.f.1) Single Phase per foot	\$0.71	X		per ft.	\$	-
(13.2.12.f.2) Two Phase per foot	\$2.72	X		per ft.	\$	-
(13.2.12.f.3) Three Phase per foot	\$2.48	X		per ft.	\$	-

(13.2.12.g) Additional installation charge for underground primary laterals including trench and cable-in-conduit extended beyond the FPL designated point of delivery.

(13.2.12.g.1) Single Phase per foot	\$8.74	X		per ft.	\$	-
(13.2.12.g.2) Two Phase per foot	\$13.03	X		per ft.	\$	-
(13.2.12.g.3) Three Phase per foot	\$15.26	X		per ft.	\$	-

(13.2.12.h) UG Feeder

(13.2.12.h) 1000 KCMIL (not including switch package)	\$9.02	X		per ft.	\$	-
(13.2.12.h) Switch package (6/6 or 9/3 per package)	\$27,200.43	X		each	\$	-
(13.2.12.h) Switch package (4/4 per package)	\$27,200.43	X		each	\$	-

(13.2.13.a) Trench and backfilling credits

(13.2.13.a.1) Credit per foot of primary trench	\$3.48	X		per ft.	\$	-
(13.2.13.a.2) Credit per foot of secondary trench	\$2.76	X		per ft.	\$	-

(13.2.13.b) Conduit Installation credits

(13.2.13.b.1) Credit per foot of 2" PVC	\$0.60	X		per ft.	\$	-
(13.2.13.b.2) Credit per foot of >2" PVC	\$0.84	X		per ft.	\$	-

(13.2.13.c) Handhole / primary splice box installation credits

(13.2.13.c.1) Credit per large HH (greater than 30") / Pri Splice Box	\$232.78	X		HH(s)	\$	-
(13.2.13.c.2) Credit per small / Intermediate HH (30" or less)	\$61.19	X		HH(s)	\$	-

(13.2.13.d) Transformer / cap bank pad installation credits

(13.2.13.d.1) Credit per pad	\$60.00	X		pad(s)	\$	-
------------------------------	---------	---	--	--------	----	---

Feeder Splice Box Credit	\$664.74	X		each	\$	-
Padmount Switch Chamber Credit	\$565.15	X		each	\$	-

Additional Charges (e.g. non-rapid trenching, restoration, etc.)

TOTAL CONTRIBUTION:	\$	1,511.90
LESS TOTAL CREDITS:	\$	-
TOTAL CASH PAYMENT:	\$	1,511.90

TOTAL CUSTOMER PAYMENT	\$	1,511.90
(CONTRIBUTION MAT + LABOR)	\$	-
(CONTRIBUTION CASH)	\$	1,511.90

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in

- response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
 34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
 35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
 36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
 37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
 38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
 39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
 40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
 41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
 42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
 43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
 44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a

contractual relationship for the provision of commodities or services.

- 45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
- 46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
- 48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
- 49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
- 50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
- 51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid,

Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.

- 52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
- 53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
- 54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
- 55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
- 56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
- 57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that that the individual submitting the joint venture's proposal has the legal authority to bind the

joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue

the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized

to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.

Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing

on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise

utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

39. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

42. **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.

43. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

44. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug

Free Preference Form” to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

46. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as “HIPAA,” to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker’s compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney’s fees); and damage of any

kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

50. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

51. **INSURANCE**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

53. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. Upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work 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.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

54. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

57. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction,

appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

60. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

61. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:
- (1) Port Orange business shall be granted up to eight percent (8%) of the available points.
 - (2) Volusia County business shall be granted up to five percent (5%) of the available points.
 - (3) Florida business shall be granted up to three percent (3%) of the available points.
 - (4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

62. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

63. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of

merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

64. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

65. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

66. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

67. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

68. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

69. **OTHER AGENCIES**

(a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

70. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

71. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is mandatory and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

72. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

73. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

74. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

75. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

76. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

77. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

78. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided

Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

79. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

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

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

80. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations,

questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

81. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

82. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

83. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

84. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

85. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

86. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award

the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

87. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

88. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

89. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

90. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

91. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

92. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

93. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at

the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

94. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

95. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

96. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

97. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

98. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

99. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand

delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

100. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

101. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

102. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

103. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

104. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

105. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

106. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

107. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

108. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

109. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

110. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

111. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

112. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

113. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be from the notice to proceed. Substantial completion will be 150 calendar days with final completion being 180 calendar days.

LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK:

Applicable liquidated damages of \$958.00 will apply per calendar day.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have a minimum of five (5) years' prior successful experience working with the goods and services described in this ITB. Please provide eligibility experience with your submittal.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
 - _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
 - _____ Form 7.4 – Drug Free/Tie Preference Statement
 - _____ Form 7.5 – Public Entity Crimes Statement
 - _____ Form 7.6 – Affidavit of Anti-Collusion
 - _____ Form 7.7 – Authorized Signatures/Negotiators
 - _____ Form 7.8– Statement of Vendor’s Qualifications
 - _____ Form 7.9 – Professional References for Previous Experience
 - _____ Form 7.10 – Listing of Subcontractors
 - _____ Form 7.11 – Vendor Application
 - _____ W-9 Form
 - _____ Form 7.12 – Local Business Affidavit of Eligibility
 - _____ Form 7.13 – Certificate as to Corporate Principal
 - _____ Attachment 1 – Bid Proposal with copy of equipment maintenance records.
 - _____ Bid Bond
 - _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.
- BY: _____
Name of Business
- _____
Authorized Signature
- _____
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.8 Statement of Vendor’s Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange

Attn: Purchasing Division

(386) 506-5704

purchdiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, Partnership)*: _____	
	☐ Other (see instructions)* _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ^a

Date ^a

This document must be completed and returned with your Submittal

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

[Remainder of this page left intentionally blank]

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

MUST INCLUDE EQUIPMENT MAINTENANCE RECORDS

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.

This document must be completed and returned with your Submittal



ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING BID FORM

**CITY OF PORT ORANGE
CITY GATEWAY SIGNS**

ITB # 17-09

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted green cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED SIGNATURE:					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST INSTALLED	TOTAL COST
1	Sign No.1 (Ridgewood Ave. Median at Northern City Limit)	1	LS	\$ -	\$ -
2	Sign No.2 (East Side of Ridgewood Ave. Right-of-Way Southern City Limit)	1	LS	\$ -	\$ -
				TOTAL BASE BID	\$ -

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager

(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements*

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction Bond

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE STANDARD CONTRACT FOR GOODS/SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, 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 _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) 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. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. 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 Documents. The following forms, attached as Exhibit "____," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)
4. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."
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 22 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 that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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 or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City 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 enforce the contract provisions in accordance with the contract.

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
	<u>Additional Coverage:</u>	Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
	<u>Additional Coverage:</u>	"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy Owner named as insured. AIAA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

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 2-272 (Alterations or modifications of contracts), 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 Contractors 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. 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.

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 Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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. As may have been outlined in _____ and 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.

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: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____

Any 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]

FOR INFORMATIONAL PURPOSES ONLY

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA ____]



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1 **December 30, 2016**

ITB #17-09 CITY GATEWAY SIGNS

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated November 29, 2016 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS

There is a new attachment 1 Bid Proposal Schedule of Unit Pricing that includes the FPL cost from Attachment No.3 in the specifications. This document has been uploaded to DemandStar.

B. QUESTIONS AND ANSWERS:

- 1) Should we include in our bid electrical run from meter to light location on new tower or will FPL handle this?
Answer: Contractor is responsible for the electrical run. Include this in the bid.
- 2) Who is responsible for coordinating the MOT Setup? Should we include in our bid?
Answer: Contractor is responsible for the MOT. Include this in the bid.
- 3) What are the demolition and site work requirements as listed in Section 3 - Scope of Work?
Answer: No major demolition is involved. Both locations will require site preparation for the foundations and the north site location requires the removal and relocation of existing landscaping.
- 4) Are these units considered signs and be permitted as signs by a qualified state licensed sign contractor?
Answer: These units have structural components which require the contractor to hold either a state building or general contractor's license.
- 5) Are we required to provide soil analysis testing and engineer acceptance as noted in drawings?
Answer: Yes, soil analysis testing will be required to assure proper stability for the signs.
- 6) Are specs shown in drawing exactly how these need to be produced or will other fabrication methods that achieve the same aesthetic appearance be acceptable?

Answer: Alternate fabrications will be acceptable as long as local building codes are adhered to and the same aesthetic appearance is achieved.

- 7) Are there records of soil under grade at seawall location?

Answer: No

- 8) Is there rock at surface of seawall location?

Answer: There is no rock at the surface of the location for the south sign. There is rock further down the slope beyond the area where the sign is to be located.

- 9) Are we required to include #'s from FPL for their services in our bid?

Answer: The cost for the FPL service is automatically tabulated in the Schedule of Unit Pricing Bid Form.

- 10) Are there any landscaping requirements?

Answer: No additional landscaping is required, however the existing landscape material within the construction area of the north sign must be carefully removed and relocated by the contractor. Coordination with the City project manager will be required.

- 11) The Coquina stone block is that to be natural stone?

Answer: The Coquina is to be natural stone.

- 12) The Coquina stone has no specific supplier. Can you supply one?

Answer: Coquina can be obtained by the cubic yard from Arrow Materials, John Arrigoni, owner, (386) 439-5656. The pit is located at 2015 Old Kings Road South, Palm Coast, FL 32136. The City of Palm Coast used Frank Gibson to cut and finish coquina. He can be reached by email: themelon68@gmail.com.

- 13) Will the City be doing traffic control?

Answer: No. MOT and traffic control is the responsibility of the contractor.

- 14) Was this project evaluated by the DOT engineers and is everything fine and or safe?

Answer: The plans were reviewed and permitted by FDOT District 5.

- 15) Is there permit documents?

Answer: Yes, the plans and structural calculations were submitted to the City building department for a cursory review. No technical comments were received during this review. The awarded contractor will be required to submit a completed building permit application under Building Permit No. 16-00005031, Address: 3300 Ridgewood Avenue with all of the required information filled in, including the construction value of the job, the contractor and subcontractor(s) information and three sets of the plans.

- 16) What does cursory review mean?

Answer: The plans have been reviewed for consistency with current building code regulations. The building permit has not been issued, but will be issued once the contractor submits a completed building permit application as stated in the answer above.

- 17) Is the building permit number available for us to review on DemandStar?

Answer: Building Permit No. 16-00005031.

- 18) Has FPL has been consulted with?

Answer: Yes, FPL has a plan and provided a fee to supply power. The awarded contractor will pay the \$1,511.90 fee and will need to coordinate scheduling the job with Beverly Hutto, beverly.k.hutto@fpl.com, (386) 322-3439. FPL construction time frame for this work is typically 10-14 working days.

- 19) Is there a specific spec on the illumination?

Answer: The specs are depicted on the electrical drawings sheet E1.

- 20) Are there any specifics on how much you want to illuminate this?

Answer: The specs are depicted on the electrical drawings sheet E1.

21) The upper aluminum frame is there any specification or gauge of aluminum?

Answer: There are no specifications on the structural drawings regarding the gauge of the aluminum, since it is a decorative prefabricated element. The design is delegated to the manufacturer. The general notes indicate the cupola manufacturer is responsible for all professional design services related to this component. Their submittal documents should match the general dimensions and configuration indicated on your drawings.

22) Is the sheet metal roof to have a standing seam?

Answer: Yes, standing seam.

23) Exactly where on I 95 is the other monument feature located that you want to resemble?

Answer: The signs are to resemble the column feature of the Pavilion at Port Orange monument signs. There are two signs that you can look at. One is located on I 95 South just before you get off the ramp at the Dunlawton exit and is on the right-hand side. The other sign is located on Williamson Blvd. at the entrance to the Pavilion.

24) I noted the one location here has a slight slope. Has the pitch been evaluated?

Answer: A surveyor has not been there but it has been visually inspected and it is roughly a 3-1 slope. As long as you adhere to the minimum 3ft to the top of the cap on the short side which is on the back of the guardrail side you should be fine.

25) Is there a particular thickness tempered glass you want or specific gauge?

Answer: It has to be hurricane rated.

26) The winning contractor is it calculated by just the lowest bid?

Answer: Lowest, responsive, responsible bidder.

27) Considering all things are equal in the bid then the low bid wins?

Answer: Yes.

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. # 1

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor's Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Authorized Signatures/Negotiators
- ☒ Form 7.8– Statement of Vendor's Qualifications
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Form 7.11 – Vendor Application
- ☒ W-9 Form
- ☒ Form 7.12 – Local Business Affidavit of Eligibility
- ☒ Form 7.13 – Certificate as to Corporate Principal
- ☒ Attachment 1 – Bid Proposal with copy of equipment maintenance records.
- ☒ Bid Bond
- ☐ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: DSR CONSTRUCTION, INC.

Name of Business

Debra J. Rogers

Authorized Signature

1-10-17

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

DSR CONSTRUCTION, INC.

P.O. BOX 1218

NAME OF BUSINESS

MAILING ADDRESS

Debra J. Rogers

EDGEWATER, FL 32132

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

Debra Rogers, V.P.

386/690-6209 855/301-8411

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

59-2474586

Dan@dsrconstructioninc.com

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this day of 9TH, 2017 by Debra J. Rogers, who is personally known to me or who has produced ad identification and who did take an oath.

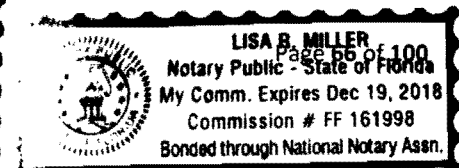
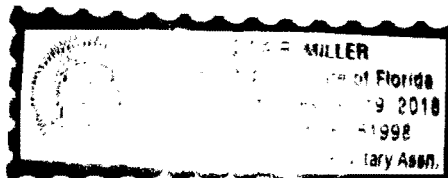
My Commission Expires:

Dec 19, 2018

Lisa B. Miller
Notary Public

This document must be completed and returned with your Submittal

ITB 17-## Title



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 12-30-16 Addendum # _____ Date: _____

(REVISED) Addendum # 1 Date: 12-30-16 Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

DSR Construction, Inc.

Name of Business

By: Debra J. Rogers

Printed Name: Debra J. Rogers

Title: V.P.

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 9th day of January, 2017, by
Debra Rogers, as V.P. of

DSR Construction, Inc. and who:
(NAME) (TITLE)
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Lisa R. Miller
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

DSR CONSTRUCTION, INC.

Name of Business

By: Debra J. Rogers

Printed Name: DEBRA J. ROGERS

Title: V. P.

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 9TH day of JANUARY, 20 17, by
DEBRA J. ROGERS, as V. P. of

(NAME)

(TITLE)

DSR CONSTRUCTION, INC.

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

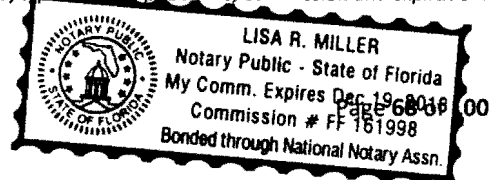
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

ITB 17-09 CITY GATEWAY SIGNS

Lisa R. Miller
Notary Public, State of Florida
Printed, signed and stamped name, commission and expiration:



FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant DEBRA J. ROGERS who, being by me first duly sworn, made the following statement:

- DSR CONSTRUCTION, INC.
1. The business address of PO. BOX 1218, EDGEWATER, FL 32132 (name of Offeror or business) is _____.
 2. My relationship to DSR CONSTRUCTION, INC. (name of Offeror or business) is V. P. (relationship such as sole proprietor, partner, president, vice president).
 3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
 4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
 5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
 6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
 7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

DSR CONSTRUCTION, INC.

Name of Business

By: Debra J. Rogers

Printed Name: DEBRA J. ROGERS

Title: V. P.

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 9TH day of JANUARY, 20 17, by DEBRA J. ROGERS, as V. P. of DSR CONSTRUCTION, INC. and who:

[Notary: Please select one]

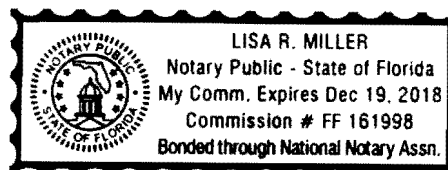
☒ is personally known to me; or

☐ has produced _____ as identification.

Lisa R. Miller
Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:



FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: DSR CONSTRUCTION, INC.

SIGNED BY: Debra J. Rogers - VP
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: DEBRA J. ROGERS

TITLE: V.P.

ADDRESS: P.O. BOX 1218

EDGEWATER

CITY: STATE: FL ZIP CODE: 32132

386/428-6288

TELEPHONE: FAX: 855/301-8411

COMPLETION TIME: 1-10-17

F.E.I.N. NUMBER: 59-2474586

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
<u>DANIEL S. ROGERS</u>	<u>PRESIDENT</u>	<u>386/690-6208</u>
<u>DEBRA J. ROGERS</u>	<u>VICE-PRESIDENT (V.P.)</u>	<u>386/690-6209</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Debra J. Rogers
(Authorized Signature)

Page 71 of 100

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. DSR CONSTRUCTION, INC.
- B. Permanent main office address. P.O. BOX 1218, EDGEWATER, FL 32132
- C. Date organized. JUNE 19, 1984
- D. If a corporation, where incorporated. FLORIDA
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 33 YEARS
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) *NONE*
- G. General character of work performed by your company. GENERAL CONTRACTOR & ROOFING CONTRACTOR
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? NO
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. NONE
- I. Have you ever defaulted on a contract? If so, where and why? NO
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. CITY OF NEW SMYRNA BEACH 10-2015 \$124,000
MID FLORIDA COMMUNITY ACTION AGENCY - 2009-2016 \$1,087,615.
NEW SMYRNA BEACH HOUSING AUTH. 2014-15 - \$125,000
- K. List your major equipment currently owned or leased. ALL OWNED: TRACKHOE, JOHN DEERE TRACTOR 2011 F150; 2002 CHEVY WORK BODY TRUCK, 1996 KUV VAN.
1-DUMP TRAILER; 1 UTILITY TRAILER 2 FORD TRACTORS; 2-EQUIPMENT TRAILERS
- L. Experience in work similar to this type of project. *Design & Build Custom Homes, City of New Smyrna Beach - 3rd Ave. Sign.*
- M. Background and experience of the principal members of your organization, including the officers.
DANIEL S. ROGERS - CERTIFIED GENERAL CONTRACTOR SINCE 1984
- N. Credit currently available: \$ 120,000.00
- O. Give bank reference: SUNTRUST BANK
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

DSR CONSTRUCTION, INC.

Name of Business

By: Debra J. Rogers
Printed Name: DEBRA J. ROGERS
Title: V.P.

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 9TH day of JANUARY, 2017, by
DEBRA J. ROGERS, as V.P.
of DSR CONSTRUCTION, INC. and who:

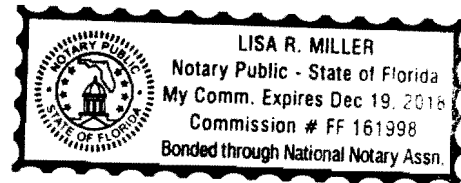
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Lisa R. Miller
Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

**Please provide three (3) current and correct references from clients for similar services.
(Do not include the City of Port Orange)**

1. Company Name: CITY OF NEW SMYRNA BEACH
Contact Person: MICHELLE UPDIKE
City, State: NEW SMYRNA BEACH, FL
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: CONTRACTOR SERVICES - 3RD. AVENUE SIGN, LANDSCAPE, SITE-WORK
Contract Amount: \$124,000
Start/End Date of Contract: 2/2015-10/2015
2. Company Name: MID FLORIDA COMMUNITY ACTION AGENCY
Contact Person: KAREN SCHULTZ
City, State: BROOKSVILLE, FL 34601
Telephone Number: 352/796-1427
Email Address: kschulz@MFCS.US.com
Description of goods or
Services provided: WEATHERIZATION CONTRACTOR
Contract Amount: \$1,087,615
Start/End Date of Contract: 2009-201
3. Company Name: NEW SMYRNA BEACH HOUSING AUTHORITY
Contact Person: BRIAN CLARK
City, State: NEW SMYRNA BEACH, FL
Telephone Number: 386/428-8171
Email Address: bkclark@newsmyrnahousing.com
Description of goods or
Services provided: ADA COMPLAINT RAMPS, SITE IMPROVEMENTS & MULTI-WEATHERIZATION SERVICES
Contract Amount: 125,000.00
Start/End Date of Contract: 2011-2015

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: FRANK GIBSON
Description of Work: STONE AND BLOCK MASONRY
Percent of Contract Price: 18%
Previous Experience Together: Yes/No (Yes)

Subcontractor No. 2

Name: PREFERRED ELECTRIC
Description of Work: ~~12%~~ ELECTRICIAN
Percent of Contract Price: 12%
Previous Experience Together: Yes/No (Yes)

Subcontractor No. 3

Name: DOUGHERTY MANUFACTURING
Description of Work: METAL GRAPHICS AND STRUCTURE
Percent of Contract Price: 16%
Previous Experience Together: Yes/No (Yes)

Subcontractor No. 4

Name: TODD PROS. TREES
Description of Work: LANDSCAPER
Percent of Contract Price: 2%
Previous Experience Together: Yes/No (Yes)

Subcontractor No. 5

Name: NOT DETERMINED YET
Description of Work: UNDERGROUND BORING
Percent of Contract Price: 3%
Previous Experience Together: Yes/No (Yes)

This document must be completed and returned with your Submittal

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/9/2017
PRODUCER Phone# 386-428-6448 Jennings Insurance Agency 109 Magnolia Ave New Smyrna Beach, FL 32168		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED DSR Construction Inc. 510 S Riverside DR Edgewater, FL 32132		
		INSURERS AFFORDING COVERAGE
		NAIC # 10190
		INSURER A: Southern Owners Insurance Co INSURER B: Auto Owners INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	72731144	5/18/16	5/18/17	EACH OCCURRENCE	
		☒ COMMERCIAL GENERAL LIABILITY				\$ 1000000	
		☐ CLAIMS MADE ☒ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
						GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	
B		AUTOMOBILE LIABILITY	4842657600	7/9/2016	7/9/2017	COMBINED SINGLE LIMIT (Ea accident)	\$
		☐ ANY AUTO					
		☒ ALL OWNED AUTOS				BODILY INJURY (Per person)	\$ 300,000
		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$ 300,000
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$ 50,000
	☐ NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
		☐ DEDUCTIBLE					\$
		☐ RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is listed as Additional Insured in regards to the General Liability

CERTIFICATE HOLDER

Port Orange
 Fax 386-506-5699
 1000 City Center Circle
 Port Orange, FL 32119

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Barker

FORM 7.11 – VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange

Attn: Purchasing Division

(386) 506-5704

purchdiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: 1-10-17

FIRM NAME: DSR CONSTRUCTION, INC.

ADDRESS: P.O. BOX 1218

CITY: EDGEWATER STATE: FL ZIP CODE: 32132

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): 386/428-6288 FAX # 855/301-8411

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: DEBRA J. ROGERS

TITLE: V.P.

FEDERAL I.D. (F.E.I.N.) # 59-2474586

E-MAIL ADDRESS: Debra@dsrconstructioninc.com
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☒ Y ☐ N State Incorporated: FLORIDA Year: 1984

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☒ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I **certify** that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Debra J. Rogers

Printed/Types Name: DEBRA J. ROGERS

Title: V. P.

Commodity/Services _____

This document must be completed and returned with your Submittal

W-9 Form

Form W-9
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) DSR CONSTRUCTION, INC.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, Partnership) ¹ ☐ Other (see instructions) ²	
	Address (number, street, and apt. or suite no.) P.O. BOX 1218	Requester's name and address (optional)
	City, state, and ZIP code EDGEWATER, FL 32132	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Employer identification number									
5	9	-	2	4	7	4	5	8	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>a</i> Heba J. Rogers	Date <i>a</i> 1-10-17
-----------	---	------------------------------

This document must be completed and returned with your Submittal

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

[Remainder of this page left intentionally blank]

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

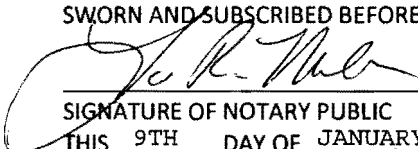
BUSINESS NAME: DSR Const., Inc.CONTACT PERSON/TITLE: Dan Rogers, Pres.MAILING ADDRESS: PO Box 1218CITY-STATE-ZIP: Edgewater FL 32132Length of Time at Address Provided: 14 1/2 yrs.Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 59-2474586BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 386/428-6288 FAX: 855/301-8411EMAIL: Dan@dsrconstructioninc.com****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared DEBRA J. ROGERS who, after being sworn according to law, stated that he or she was authorized to represent DSR CONST., INC. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME


SIGNATURE OF NOTARY PUBLIC

THIS 9TH DAY OF JANUARY, 2017

My Commission Expires: 12/19/18


SIGNATURE OF AFFIANT DATE 1-9-17

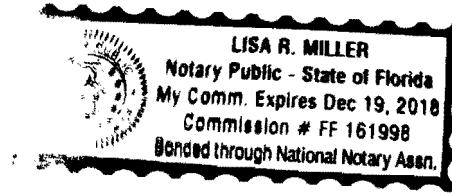
DEBRA J. ROGERS/V.P.

PRINTED NAME OF AFFIANT / TITLE

DSR CONSTRUCTION, INC.

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, DEBRA J. ROGERS, certify that I am the CORPORATE secretary of the corporation named as Principal in the within Bid Bond; that DEBRA J. ROGERS VICE-PRESIDENT, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Debra J. Rogers, VP Secy
Signature

AFFIX CORPORATE SEAL

DSR Construction Inc.
6/19/1984

This document must be completed and returned with your Submittal



**ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING
BID FORM REVISED PER ADDENDUM NO. 1**

**CITY OF PORT ORANGE
CITY GATEWAY SIGNS**

ITB # 17-09

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted green cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST INSTALLED	TOTAL COST
1	Sign No. 1 (Ridgewood Ave. Median at Northern City Limit)	1	LS	\$ -	\$ 36,444
2	Sign No. 2 (East Side of Ridgewood Ave. Right-of Way Southern City Limit)	1	LS	\$ -	\$ 36,444
3	FPL Cost - Attachment No. 3	1	EA	\$ -	\$ 1,511.90
				TOTAL BASE BID	\$ 74,399.90

74,399⁹⁰

BID BOND

BID BOND

Executed in 2 Counterparts

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that DSR Construction, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at PO Box 1218, Edgewater, FL 32132, Tel.: 386-428-6288, (hereinafter called "PRINCIPAL"), and Westfield Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at PO Box 5001, Westfield Center, OH 44251-5001, Tel.: 330-887-0101 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 508-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Amount Bid dollars and (---)/100 (\$ ---5%---), lawful money of the United States, for the payment of which sum shall and truly be made; whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated January 10, 2017, for:

Project Name / Bid No.: City Gateway Signs / ITB 17-09

Project Address: City of Port Orange

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 10th day of January, A.D. 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney in original bid bond and financial statement of Surety Company).

PRINCIPAL: DSR Construction, Inc.

Debra J. Rogers
Signature
Debra J. Rogers VP
Corporate Officer & Title

ATTEST:

Debra J. Rogers
Signature
Debra Rogers DSR Const Inc.
Corporate Secretary (Affix Corporate Seal) 6-17-1984

WITNESSES:

SURETY: Westfield Insurance Company

Don Bramlage
Attorney-in-Fact (signature)
Don Bramlage, Attorney-in-Fact & FL Lic. Res. Agent
Name & Title
Don Bramlage - Florida Surety Bonds, Inc.

Name of Local Resident Agent
1326 S. Ridgewood Ave Ste 15, Daytona Beach, FL 32114

City, State, Zip
386-898-0507

Telephone:

A.M. Best No.: A.XV NAIC No.: 24112

ATTEST:

Susan L. Reich
Signature
Susan L. Reich
Corporate Secretary (Affix Corporate Seal)

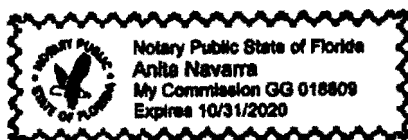
STATE OF FLORIDA

COUNTY OF VOLUSIA

Before me this day personally appeared Don Bramlage (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Westfield Insurance Company (corporate surety) and that this person has been authorized by Westfield Insurance Company (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant Don Bramlage

Sworn to / Affirmed and subscribed before me this 10th day of January, 2017, by Don Bramlage who is personally known to me or who produced N/A as identification.



NOTARY PUBLIC - STATE OF

Type or print name: Anita Navarra

Commission No.: GG 018609

Commission Expires: October 31, 2020

(Seal)

END OF BID BOND

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/24/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 0890992 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DON BRAMLAGE, JEFFREY W. REICH, SUSAN L. REICH, GLORIA A. RICHARDS, TERESA L. DURHAM, CHERYL FOLEY, LISA ROSELAND, KIM E. NIV, SONJA HARRIS, JOINTLY OR SEVERALLY

of MAITLAND and State of FL. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of AUGUST A.D., 2016 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 24th day of AUGUST A.D., 2016 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of January A.D., 2017 .



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

**Financial
Statement**

December 31, 2015

Westfield Insurance Co.

Westfield Center, Ohio 44251-5001

**WESTFIELD INSURANCE COMPANY
BALANCE SHEET**

December 31, 2015

(in thousands)

Cash, cash equivalents, and short term investments	3,228
Bonds	1,373,521
Stocks	558,256
Agents' balances and uncollected premiums, net	340,523
Other admitted assets	<u>318,899</u>
 Total admitted assets	 <u>2,594,427</u>
 Reserve for unearned premiums	 466,707
Reserve for unpaid losses and loss expenses	834,762
Reserve for taxes and other liabilities	<u>200,529</u>
 Total liabilities	 1,501,988
 Capital stock	 8,220
Surplus	<u>1,084,219</u>
 Total surplus	 1,092,439
 Total liabilities and surplus	 <u>2,594,427</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Westfield Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ..Florida..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2015.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Surety Operations

Sworn to before me this 10th day of February A.D. 2016.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

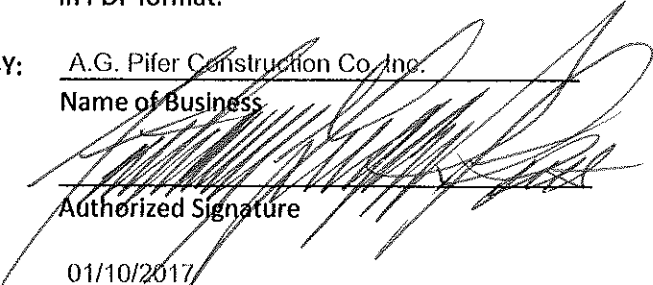
David A. Kotnik
Attorney at Law
Notary Public -- State of Ohio



BD5402 D

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
 - _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
 - _____ Form 7.4 – Drug Free/Tie Preference Statement
 - _____ Form 7.5 – Public Entity Crimes Statement
 - _____ Form 7.6 – Affidavit of Anti-Collusion
 - _____ Form 7.7 – Authorized Signatures/Negotiators
 - _____ Form 7.8– Statement of Vendor’s Qualifications
 - _____ Form 7.9 – Professional References for Previous Experience
 - _____ Form 7.10 – Listing of Subcontractors
 - _____ Form 7.11 – Vendor Application
 - _____ W-9 Form
 - _____ Form 7.12 – Local Business Affidavit of Eligibility
 - _____ Form 7.13 – Certificate as to Corporate Principal
 - _____ Attachment 1 – Bid Proposal with copy of equipment maintenance records.
 - _____ Bid Bond
 - _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.
- BY: A.G. Pifer Construction Co. Inc.
Name of Business
- 
Authorized Signature
- 01/10/2017
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

A.G. Pifer Construction Co., Inc.

NAME OF BUSINESS

3629 Old Deland Road

MAILING ADDRESS

Daytona Beach, FL 32124

CITY, STATE & ZIP CODE

AUTHORIZED SIGNATURE

Anthony Gregg Pifer, President

NAME, TITLE, TYPED

(386) 257-4448

TELEPHONE NUMBER / FAX NUMBER

59-2986219

FEDERAL IDENTIFICATION #

agpcon@bellsouth.net

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of January, 2017 by Anthony Gregg Pifer, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Sheri Scarsella
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 12/30/2016 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

A.G. Pifer Construction Co. Inc.

Name of Business: _____

By: _____

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 10th day of January, 2017, by
Anthony Gregg Pifer, as President of _____

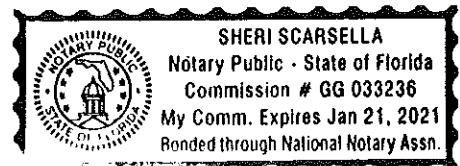
(NAME)
A.G. Pifer Construction Co. Inc.
(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced N/A as identification.



Sheri Scarsella
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

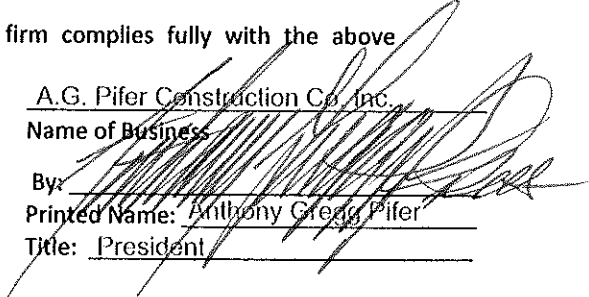
In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

A.G. Pifer Construction Co., Inc.

Name of Business

By: 

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 10th day of January, 2017, by
Anthony Gregg Pifer, as President of

(NAME)

(TITLE)

A.G. Pifer Construction Co., Inc.

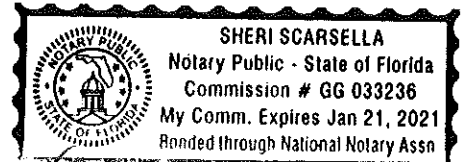
(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced N/A as identification.





Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Anthony Gregg Pifer, who, being by me first duly sworn, made the following statement:

1. The business address of A.G. Pifer Construction Co. Inc. (name of Offeror or business) is 3629 Old Deland Road, Daytona Beach, FL 32124.
2. My relationship to A.G. Pifer Construction Co. Inc. (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is N/A. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

A.G. Pifer Construction Co. Inc.

Name of Business

By: Anthony Gregg Pifer

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

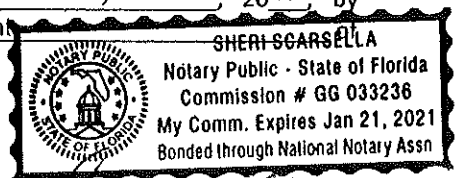
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 10th day of January, 2017, by Anthony Gregg Pifer, as President of A.G. Pifer Construction Co. Inc. and who:

(Notary: Please select one)

☒ is personally known to me; or

☐ has produced N/A as identification.



Sheri Scarsella
Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: A.G. Pifer Construction Co., Inc.

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Anthony Gregg Pifer

TITLE: President

ADDRESS: 3629 Old Deland Road

Daytona Beach
CITY: _____ STATE: Florida ZIP CODE: 32124

(386) 257-4448
TELEPHONE: _____ FAX: (386) 257-5503

COMPLETION TIME: 55 Days

F.E.I.N. NUMBER: 59-2986219

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:


(Authorized Signature)
Anthony Gregg Pifer, President

Page 71 of 100

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. **Name of Vendor.**
A.G. Pifer Construction Co. Inc.
- B. **Permanent main office address.**
3629 Old Deland Road, Daytona Beach, FL 32124
- C. **Date organized.**
12/22/1989
- D. **If a corporation, where incorporated.**
Florida
- E. **How many years have you been engaged in the contracting business under your present firm or trade name?**
28 years
- F. **Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)**
Please See Attachment F
- G. **General character of work performed by your company.**
Commercial and Residential Construction
- H.⁽¹⁾ **Have you ever failed to complete any work awarded to you? If so, where and why?**
No
- H.⁽²⁾ **Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.**
Please See Attachment H
- I. **Have you ever defaulted on a contract? If so, where and why?**
No
- J. **List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.**
Please See Attachment J
- K. **List your major equipment currently owned or leased.**
General Construction Equipment
- L. **Experience in work similar to this type of project.**
Please See Attachment J
- M. **Background and experience of the principal members of your organization, including the officers.**
Please See Attachment J
- N. **Credit currently available: \$** 1,000,000.00
- O. **Give bank reference:** Bank of America
- P. **Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?**
Upon Bid Award

(Form 7.8 Statement of Vendor’s Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

A.G. Pifer Construction Co. Inc.

Name of Business

By: [Signature]

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

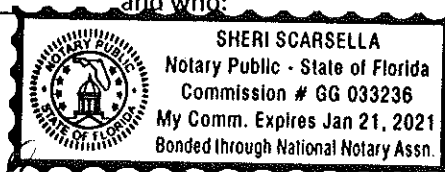
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 10th day of January, 2017, by
Anthony Gregg Pifer, as President
of A.G. Pifer Construction Co. Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced N/A as identification



[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration: 01/21/2021

This document must be completed and returned with your Submittal

A.G. PIFER CONSTRUCTION CO. INC.

State Certified General Contractor CGC040437
 3629 Old Deland Road, Daytona Beach, FL 32124
 Ph: (386) 257-4448 Fx: (386) 257-5503 E-mail: agpcon@bellsouth.net
 www.agpiferconstruction.com

CONTRACTS ON HAND

Job #	Job Name & Address	Owner Address	Start	End	Contract Amount
Various	VOTRAN M/A County of Volusia Construction of ADA Bus Stops	County of Volusia / Votran 950 Big Tree Road South Daytona, FL 32119	7/1/1905	Current	MA Appx 1 Million
46-16	Panton Private Residence Addition 403 Kingsbury Boulevard DeLand, FL 32720	Palmer & Joette Panton 403 Kingsbury Boulevard DeLand, FL 32720	6/1/2016	Current	\$ 106,288.00
66-16	City Island Courthouse Storefront Replacement 125 East Orange Avenue Daytona Beach, FL 32114	County of Volusia 123 West Indiana Avenue 4th Floor, Room 402 DeLand, FL 32720	To Start	Current	\$ 46,224.00
77-16	City of Daytona Beach Permits & Licensing Office Reno 301 South Ridgewood Avenue Daytona Beach, FL 32114	City of Daytona Beach 950 Bellevue Avenue Daytona Beach, FL 32114	To Start	Current	\$ 199,755.00
88-16	Whitmer Residence Addition 28 Forestview Way Ormond Beach, FL 32174	Stephen and Leslie Whitmer 28 Forestview Way Ormond Beach, FL 32174	11/21/2016	Current	\$ 147,655.00
94-16	Bethune-Cookman University Doran Building Renovations 1020 W. Int'l Speedway Boulevard Daytona Beach, FL 32114	Bethune-Cookmen University 640 Dr. Mary McLeod Bethune Boulevard Daytona Beach, FL 32114	To Start	Current	\$ 62,472.00
97-16	Harper Room Addition 5 Barcelona Trail Ormond Beach, FL 32174	Bill and Peg Harper 5 Barcelona Trail Ormond Beach, FL 32174	To Start	Current	\$ 54,520.00
98-16	Mohn Storm Damage 659 Buena Vista Avenue Ormond Beach, FL 32174	Patrick Mohn 659 Buena Vista Avenue Ormond Beach, FL 32174	To Start	Current	\$ 35,357.00



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

3629 Old Deland Road

Daytona Beach, FL 32124

(386) 257-4448 • Fax (386) 257-5503

www.agpiferconstruction.com • Email agpcon@bellsouth.net

Attachment H

LITIGATION

A.G. Pifer Construction Co. Inc. was involved in two lawsuits in the past three years.

Case No. 2014-10145-CIDL A.G. Pifer Construction Co. Inc. vs. International Design and Construction, LLC

A.G. Pifer Construction was awarded a final judgement amount, to be recovered from IDC for their inability to complete the work they were contracted to perform.

A.G. Pifer Construction completed the scope of work IDC did not complete and provided a finished project to our client.

Case No. 2016-30051-CICI Tuff Turf, Inc. vs. A.G. Pifer Construction Co. Inc.

Tuff Turf, Inc. dismissed the complaint against A.G. Pifer Construction Co. Inc. on January 5, 2017.

Anthony Gregg Pifer, President

Date

State of FLORIDA
County of VOLUSIA

Sworn to and subscribed before me this 10th day of January, 2017 by Anthony Gregg Pifer who is President of A.G. Pifer Construction Co. Inc., who is personally known to me or who has/have produced personally known as identification.

NOTARY PUBLIC – STATE OF Florida
Type or Print Name:

(Seal)

Commission No.: EE866836
Commission Expires: 01/21/2021

A.G. PIFER CONSTRUCTION CO. INC.

State Certified General Contractor CGC040437

3629 Old Deland Road, Daytona Beach, FL 32124

Ph: (386) 257-4448 Fx: (386) 257-5503 E-mail: agpcon@bellsouth.net

www.agpiferconstruction.com

COMPLETED PROJECTS

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
DeLand Transportation Facility Construction of Additional Storage & Renovation of Existing	Volusia County School Board Tom Farrar 200 North Clara Avenue DeLand, FL (386) 947-8787	6/29/2006	4/17/2007	\$ 690,000.00
Pathways Elementary New 14,000 SF Classroom Addition & Site Drainage Improvements	Volusia County School Board Tom Farrar 200 North Clara Avenue DeLand, FL (386) 947-8787	10/17/2006	12/27/2007	\$ 2,700,000.00
Chisholm Elementary New 14,000 SF Classroom Addition	Volusia County School Board Tom Farrar 200 North Clara Avenue DeLand, FL (386) 947-8787	6/9/2006	12/21/2007	\$ 2,400,000.00
Williams Properties Construction of 42,000 SF Industrial Park	Williams Properties Terry Williams 1111 Saxon Boulevard Orange City, FL (386) 775-4544	1/1/2007	12/31/2007	\$ 2,210,000.00
Port Orange Gym 24,000 SF Renovation of Gym and Rec Center	City of Port Orange Bobby Palmer 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	2/22/2007	11/26/2007	\$ 700,000.00
Sailpoint Bay Apartments Multibuilding Renovation / Interior and Exterior	River Associates, Inc. Pat Jenkins 1025 South Beach Street Daytona Beach, FL 32114 (386) 238-7400	4/2/2007	7/14/2008	\$ 3,800,000.00
DeLand Family YMCA 19,000 SF Addition	DeLand Family YMCA Todd Fryer 761 E Int'l Speedway Boulevard DeLand, FL (386) 985-4544	12/6/2007	6/4/2009	\$ 3,400,000.00
Lakeview Terrace Mobile Home Park 37 Slip Boat Marina with Park Replacement of Sewer Lines Renovation of Office	Lake View Terrace Marja Bural 1250 Lakeview Drive DeLand, FL (727) 938-4513	3/20/2009	4/12/2010	\$ 635,000.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Windsor / Maley Apartments Fire Suppression Systems for both buildings	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	7/30/2009	4/13/2010	\$ 1,706,000.00
Windsor / Maley Apartments Rehabilitation of 305 low income units	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	1/1/2009	12/31/2009	\$ 1,700,000.00
Renovation of 159 Duplex Apartments in various locations throughout the Daytona Beach Area	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	1/1/2009	12/31/2009	\$ 1,400,000.00
Veterans Memorial Park	City of Port Orange Suzan Lavello 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	11/4/2010	6/10/2011	\$ 121,000.00
Fire Station #46 New addition to occupied living quarters	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	11/19/2010	6/22/2011	\$ 222,000.00
Fire Station #11 Renovation of Occupied Living Quarters	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	11/19/2010	5/18/2011	\$ 215,000.00
Refurbish Flagler Beach Pier Restrooms	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	9/15/2011	11/7/2011	\$ 79,471.40
Miller Office Building Renovation of Historical Building	Miller Diversified Holdings Robert Miller 120 N Alabama Avenue DeLand, FL 386-736-3403	9/20/2011	3/8/2012	\$ 350,000.00
Flagler Avenue Seawall, Boardwalk, Parking Area, Sidewalks & Restroom Improvements	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	11/1/2011	7/10/2012	\$ 899,495.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Energy Efficiency Upgrades	City of DeLand Robin Zelenak 120 S Florida Avenue DeLand, FL 32720 (386) 626-7196	4/1/2012	7/8/2012	\$ 364,281.00
Esther Street Beachfront Park and Stormwater Improvements	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	7/16/2012	3/27/2013	\$ 1,051,831.26
Port Orange City Center Ballfields City Center Circle Port Orange, FL 32129	City of Port Orange Suzan Lavello 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	11/6/2012	3/8/2013	\$ 374,615.00
Pine Hills MRI Trailer 5287 Alhambra Dr Orlando FL 32808	Central FL Medical & Chiro Ctr Dr Sean Leotta 5287 Alhambra Drive Orlando FL 32808 407-739-0063	2/10/2013	8/12/2013	\$ 65,150.00
City of Deltona SHIP Program Renovation of various homes in Deltona	City of Deltona Angelia Briggs 2345 Providence Boulevard Deltona FL 32725 386-878-8102	4/29/2013	Current	\$ 300,000.00
Mary Ave Tot Lot - Restrooms /Pavilion 505 Mary Avenue New Smyrna Beach, FL 32168	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	5/14/2013	7/11/2013	\$ 65,805.00
VCSB - Spruce Creek HS Portable Repairs Taylor Rd Port Orange FL	Volusia County School Board Tom Farrar 3750 Olson Dr Daytona Beach FL 32124 386-947-8787	7/8/2013	8/9/2013	\$ 33,593.00
Lake Forest Apts - Balconies & Staircase 600 Jimmy Ann Drive Daytona Beach FL 32114	Lake Forest Acquisition Corp Donna Penny 1004 Farnam Street Suite 400 Omaha NE 386-253-5710	4/15/2013	5/30/2013	\$ 35,541.00
FAA - Refurbishment of DAB SSC Bldg 1580 Aviation Center Pkwy Daytona Beach FL 32114	Federal Aviation Administration Jacksonville District Office Program Operations Center 9685 Jeff Fuqua Blvd Orlando FL 32827	7/29/2013	9/30/2013	\$ 35,364.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Daytona Aircraft - Office Remodel 561 Pearl Harbor Drive Daytona Beach, FL 32114	Daytona Aircraft Services, Inc. 561 Pearl Harbor Drive Daytona Beach, FL 32114 (386) 255-2049	9/3/2013	9/12/2013	\$ 9,182.00
Votran ADA Mat Installation 301 Earl Street Daytona Beach, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	8/15/2013	9/26/2013	\$ 34,496.00
Votran ADA Mat Install - MM Bethune Mm Bethune Boulevard Daytona Beach, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	9/11/2013	9/26/2013	\$ 36,935.00
Ruegger - Steel Building 2629 Magnolia Road Deland, FL	Mr. Ruegger 2629 Magnolia Road Deland, FL	11/8/2013	2/4/2014	\$ 89,000.00
Stadium Bleacher Renovations 1800 Turnbull Bay Road New Smyrna Beach, FL 32168 New Smyrna Beach Sports Complex	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	5/4/2013	12/4/2013	\$ 371,737.00
Dove Villas - Kitchen Remodel 1150 Jimmy Ann Dr Daytona Beach FL 32117	UCP/WORC 1100 Jimmy Ann Dr Daytona Beach FL 32117 386-274-6474	9/13/2013	2/4/2014	\$ 103,618.00
NSP 852 Adler 852 Adler Drive Deltona, FL 32725	City of Deltona Chris Bowley 2345 Providence Boulevard Deltona FL 32725 386-878-8102	8/26/2013	10/10/2013	\$ 55,702.60
Branch Residence Pergola 2676 Spruce Creek Boulevard Port Orange, FL 32127	Robert Branch 2676 Spruce Creek Boulevard Port Orange, FL 32127	10/21/2013	11/4/2013	\$ 18,625.00
NSP - 1153 Wilmington Drive 1153 Wilmington Drive Deltona, FL 32725	City of Deltona Chris Bowley 2345 Providence Boulevard Deltona FL 32725 386-878-8102	11/20/2014	12/9/2014	\$ 37,693.41
NSP - 1091 Shepherd Avenue 1091 Shepherd Avenue Deltona, FL 32725	City of Deltona Chris Bowley 2345 Providence Boulevard Deltona FL 32725 386-878-8102	11/20/2013	1/22/2014	\$ 68,461.97
516 Main Street - Interior Interior Renovations Daytona Beach, FL 32117	Mr. John Matts Wells Fargo	1/8/2014	7/2/14	\$ 176,124.25

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Windsor / Maley Elevator Modernization 524 S. Beach Street Daytona Beach, FL 32114	Daytona Beach Housing Authority Doug Zimmer 211 N. Ridgewood Avenue Daytona Beach, FL 32114	4/23/2014	10/6/14	\$ 720,000.00
Debary Hall Roof & Porch Stabiliz. 210 Sunrise Boulevard Debary, FL 32713	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	5/12/2014	10/6/14	\$ 301,981.95
Spruce Creek Rec. Fac. Ballfield Mod 5959 S. Spruce Creek Road Port Orange, FL 32124	City of Port Orange 1000 City Center Circle Port Orange FL 32129	11/11/2013	5/14/14	\$ 344,410.80
Toronita Off Beach Parking & Restroom Construction 4200 South Atlantic Avenue Port Orange, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	12/5/2013	6/4/14	\$ 373,427.30
516 Main Street - Interior Interior Renovations Daytona Beach, FL 32117	Mr. John Matts Wells Fargo	1/8/2014	7/2/14	\$ 176,124.25
Holly Forest Bathroom Remodel 1000 Walker Street Holly Hill, FL 32117	Sun Communities, Inc. 1000 Walker Street Holly Hill, FL 32117	8/28/2014	10/21/14	\$ 18,658.61
Camp Winona Kitchen Remodel & New Cabin 898 Camp Winona Road DeLeon Springs, FL 32130	Florida Diabetes Camp DeLand YMCA 898 Camp Winona Road DeLeon Springs, FL 32130	5/12/2014	12/11/14	\$ 250,000.00
Wendy Jansema Home Restoration 900 N Clark Avenue DeLand, FL 32724	Wendy Jansema 2127 Olympic Parkway, Ste 101 Chuka Vista, CA 91915	9/19/2014	12/15/14	\$ 60,549.05
Flagler SHIP Program Home Reno Brookside Drive Hymon Circle Lincoln Street	Flagler County BOCC 1769 East Moody Boulevard Bunnell, FL 32110	10/1/2014	1/16/15	\$ 16,240.80 \$ 24,513.10 \$ 24,907.74
Rotary Park Restrooms 902 West Park Avenue Edgewater, FL 32132	City of Edgewater 1108 South Ridgewood Avenue Edgewater, FL 32132	10/13/2014	12/15/14	\$ 81,994.22
Volusia County Courthouse Judges Chamber Renovations 101 North Alabama Avenue DeLand, FL 32724	County of Volusia 123 West Indiana Avenue 4th Floor, Room 402 DeLand, FL 32720	10/16/2014	1/23/15	\$ 54,000.00
Two Men and a Truck Site Renovations 370 South Nova Road Daytona Beach, FL 32114	Two Men and a Truck 370 South Nova Road Daytona Beach, FL 32114	1/8/2015	3/4/15	\$ 40,000.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Two Men and a Truck Interior Renovations 370 South Nova Road Daytona Beach, FL 32115	Two Men and a Truck 370 South Nova Road Daytona Beach, FL 32115	1/8/2015	3/4/15	\$ 42,960.00
Marium Burns ADA Upgrades 150 Pierside Drive Ormond Beach, FL 32176	Marium Burns via VA 150 Pierside Drive Ormond Beach, FL 32176	10/1/2014	5/13/15	\$ 67,826.41
Reams Private Residence Addition 3641 Scotch Pine Lane Ormond Beach, FL 32174	David and Lisa Reams 3641 Scotch Pine Lane Ormond Beach, FL 32174	12/8/2014	4/20/15	\$ 44,593.47
Shokudo Restaurant Renovation 413 S. Woodland Boulevard DeLand, FL 32720	Shokudo Restaurant Kieu Nguyen 413 S. Woodland Boulevard DeLand, FL 32720	1/9/2015	4/15/15	\$ 114,648.26
Lloyd / Bridges Home Renovation & Addition 291 Hartford Avenue Daytona Beach, FL 32118	David Lloyd & Susan Bridges 291 Hartford Avenue Daytona Beach, FL 32118	4/10/2015	6/29/15	\$ 85,864.80
Chitren Detached Garage Addition 815 West Pheasant Run Court Port Orange, FL 32127	Albert & Nina Chitren 815 West Pheasant Run Court Port Orange, FL 32127	4/20/2015	6/3/15	\$ 44,005.00
Port Orange Soccer Fields Richel Drive and City Center Drive Port Orange, FL 32129	City of Port Orange 1000 City Center Circle Port Orange FL 32129	5/5/2015	8/13/2015	\$ 370,763.00
Wingstop Interior Buildout - Daytona 1344 W Internationla Speedway Blvd Daytona Beach, FL 32114	Almaraz-Lozano Investment LLC 1300 North 10th Street Suite 440 McAllen, TX 78501	7/7/2015	10/19/2015	\$ 246,723.00
Deltona High School Culinary Lab 100 Wolf Pack Lane Deltona, FL 32725	Volusia County School Board 3750 Olson Dr Daytona Beach FL 32124 386-947-8787	6/1/2015	8/18/2015	\$ 95,651.00
Sweet Lie's Yogurt Shop 224 N. Woodland Boulevard DeLand, FL 32720	Barb Sternett 224 N. Woodland Boulevard DeLand, FL 32720	9/28/2015	12/17/2015	\$ 215,802.03
1040 Mason Interior Alterations 1040 Mason Avenue Daytona Beach, FL 32114	Advantacare of Florida, LLC 697 Maitland Avenue, Suite 1001 Altamonte Springs, FL 32701	11/9/2015	11/30/2015	\$ 48,299.00
VR Pediatrics Parking Lot 600 N. New York Avenue DeLand, FL 32720	Virginio Rodriguez III MD 345 Clyde Morris Boulevard Suite 360 Ormond Beach, FL 32174	9/22/2015	10/30/2015	\$ 49,405.00
Leotta - 830 Commed MRI & Int. Reno 830 Commed Boulevard Orange, City, FL	Sean Leotta 5287 Alhambra Drive Orlando, FL 32780	10/12/2015	11/25/2015	\$ 120,417.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Ponce Inlet (5) Bus Stops Ponce Inlet, FL	Town of Ponce Inlet 4785 S. Peninsula Drive Ponce Inlet, FL 32127	2/14/2016	3/7/2016	\$ 40,500.00
Paul Office Interior 505 Deltona Boulevard Deltona, FL 32725	Harlan and MaryAnn Paul 142 East New York Avenue DeLand, FL 32724	2/1/2016	2/17/2016	\$ 18,468.00
Countryside Clubhouse Clocktower Siding 951 Village Trail Port Orange, FL 32127	Countryside HOA 951 Village Trail Port Orange, FL 32127 Ph: 386-760-2604	3/7/2016	4/8/2016	\$ 47,248.23
Riverwalk Park Phase 1A 3441 Ridgewood Avenue Port Orange, FL 32129	City of Port Orange 1000 City Center Circle Port Orange FL 32129	6/15/2015	4/11/2016	\$ 1,027,319.20
Barberville Pioneer Settlement for the Creative Arts 1776 Lightfoot Lane Barberville, FL 32105	Barberville Pioneer Settlement for the Creative Arts P.O. Box 6 Barberville, FL 32105	11/19/2015	5/3/16	\$ 262,881.00
Port Orange YMCA Phase 3 Renovations 4701 City Center Parkway Port Orange, FL 32129	City of Port Orange 1000 City Center Parkway Port Orange, FL 32129	2/8/2016	6/13/16	\$ 240,659.25
Port Orange Customer Service Renovations 1000 City Center Circle Port Orange, FL 32129	City of Port Orange 1000 City Center Parkway Port Orange, FL 32130	3/25/2016	5/24/16	\$ 13,459.00
Holmes Siding 227 Andalusia Avenue DeLeon Springs, FL 32130	William and Barbara Holmes 227 Andalusia Avenue DeLeon Springs, FL 32130	4/21/2016	5/20/16	\$ 29,704.00
Deltona City Hall Renovation 2345 Providence Boulevard Deltona, FL 32725	City of Deltona 2345 Providence Boulevard Deltona, FL 32725	12/18/2015	3/17/16	\$ 162,531.00
Bethune Cookman CCE West Wall 740 West Int'l Speedway Blvd. Daytona Beach, FL 32114	Bethune Cookman University 640 Dr. Mary McLeod Bethune Blvd Daytona Beach, FL 32114	4/21/2016	9/4/16	\$ 48,450.27
Pettis Park Pavilion 800 Mary Avenue New Smyrna Beach, FL 32168	City of New Smyrna Beach 210 Sams Avenue New Smyrna Beach, FL 32168	5/9/2016	8/1/16	\$ 14,455.00
Bethel AME Church Restoration 210 East Howry Avenue DeLand, FL 32724	Bethel AME Church Restoration 210 East Howry Avenue DeLand, FL 32724	6/9/2016	9/26/2016	\$ 283,609.42
Florida Fiber Networks Office Remodel 24401 State Road 40 Astor, FL	Florida Fiber Networks 301 South Collins Street Suite 105 Plant City, FL 33563	9/12/2016	Current	\$ 58,993.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Port Orange Breakroom Renovation 1000 City Center Circle Port Orange, FL 32129	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	9/26/2016	Current	\$ 42,230.00
4th Floor Judges Chamber Renovation 101 North Alabama Avenue DeLand, FL 32724	County of Volusia 123 West Indiana Avenue 4th Floor, Room 402 DeLand, FL 32720	10/31/2016	Current	\$ 66,580.00
DBHA Palmetto Park Exterior Renovations 68 Buildings	DBHA 211 Ridgewood Avenue Daytona Beach, FL 32114	5/16/2016	Current	\$ 849,879.68
St. George Coptic Church Parking 300 North Halifax Avenue Daytona Beach, FL 32118	St. George Coptic Church 300 North Halifax Avenue Daytona Beach, FL 32118	6/15/2016	Current	\$ 151,338.00

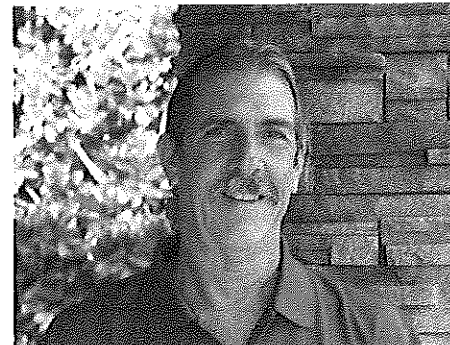
A.G. PIFER CONSTRUCTION CO. INC.

Mr. John Griswold

Senior Superintendent

Mr. John Griswold was hired by A.G. Pifer Construction Co. Inc. in April of 2004 as a Project Superintendent with 42 Years construction experience. During his employment with A.G. Pifer Construction, Mr. Griswold has constructed over 30 MRI suites, as well as many other successful construction projects, including Toronita Off-Beach Parking & Restrooms in Port Orange, FL for Volusia County and Stadium Bleacher Renovations in New Smyrna Beach, FL for the City of New Smyrna Beach.

Mr. Griswold is known for his effective project supervision and delivering a project ahead of schedule or on time. His problem solving skills allow the job site to maintain an effective work flow and progress. Employees that work under Mr. Griswold will adhere to all OSHA and Drug Free Workplace requirements, as well as job safety to ensure the most reduced Workman's Compensation injuries.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

54 Years Experience in Construction

Tenure with AGP

13 Years with A.G.P.

Qualifications

Lead Certified
Jessica Lungford Certified

Primary Role

Senior Superintendent

A.G. PIFER CONSTRUCTION CO. INC.

Mrs. Sheri Scarsella

Office Manager / Project Coord.

Mrs. Sheri Scarsella was born into a construction home in upstate New York, her father is the Owner of a successful, 40 years old, Remodeling business and her brother is a licensed Architect in the State of New York, as well as Florida.

In 2003, Mrs. Scarsella (formally Ms. LaPlante) was hired by a local Architecture firm as receptionist / Office Manager in training. Her career, as well as that firm, blossomed into a success and Mrs. Scarsella gained a vast knowledge of the construction field as well as business management, including the permitting process, construction management and management of the various aspects of construction. She also proved to be effective in office management with her extensive problem solving skills. In her six years with that firm, Mrs. Scarsella developed very close relationships with various subcontractors and contractors in the Volusia County area, as well as relationships with clients which she has carried with her. She mastered many programs, including Quickbooks accounting, Excel, Word, Outlook and other office management software.

Mrs. Scarsella then decided to branch her career out and was hired by Mr. Pifer to become Office Manager of A.G. Pifer Construction Co. Inc. In working with A.G. Pifer Construction, Mrs. Scarsella gained a different aspect into the construction field. She successfully managed the office and business under Mr. Pifer.

In 2011, Mrs. Scarsella accepted employment with Volusia County Schools as a High School Teacher, which she remained for three years. During her employment with Volusia County Schools, Mrs. Scarsella returned to A.G. Pifer Construction to help maintain the management of the office and replace the various Office Manager's that moved on.

In January of 2013, Mrs. Scarsella returned to A.G. Pifer Construction as a full time Project Coordinator and Office Manager. Her effective communication skills, as well as time management and organization skills have made project management easily understood and effective in A.G. Pifer Construction Co. Inc.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

17 Years Experience in Construction

Tenure with AGP

7 Years with A.G.P.

Qualifications

Notary Public, EE866836

Primary Role

Project Coordinator
Office Manager

A.G. PIFER CONSTRUCTION CO. INC.

Mr. William DeMattia

Project Manager / Estimator

Mr. William DeMattia was hired by Mr. Pifer in October of 2005, at the young age of 21 years old. Eager to learn the construction field, Mr. DeMattia quickly found a place with the A.G. Pifer Construction crew and began developing his vast knowledge of construction.

Throughout his employment with A.G. Pifer Construction Co. Inc, Mr. DeMattia was given the opportunity to manage jobs and repeatedly proved to Mr. Pifer that he had what it took to become a successful Superintendent.

In 2013, Mr. Pifer decided to test Mr. DeMattia and gave him his first Supervision project, Mary Avenue TOT Lot and Restrooms located at 505 Mary Avenue, New Smyrna Beach, FL 32168. He effectively completed the job on time and without complications, proving to Mr. Pifer that he was a viable asset to the A.G. Pifer construction family.

In 2014, Mr. DeMattia was asked to join the Office team of A.G. Pifer Construction Co. Inc, as Assistant Project Manager to Mr. Pifer. He has used his vast knowledge in the field to help Mr. Pifer time manage project and deal with any problems that have arrived in an effective and knowledgeable manor.

In 2015, Mr. DeMattia was promoted from Assistant Project Manager to Project Manager / Estimator after providing outstanding management skills and the ability to provide quality estimating services to our clients.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

11 Years Experience in Construction

Tenure with AGP

12 Years with A.G.P.

Qualifications

Notary Public, FF130633

Primary Role

**Project Manager
Estimator
Superintendent
Site Coordinator
Client Contact**

A.G. PIFER CONSTRUCTION CO. INC.

Mr. Anthony Gregg Pifer

President

A.G. Pifer Construction Co. Inc. was established as a Corporation in December of 1989, with a workforce consisting of one laborer and A. Gregg Pifer as President / Owner and has grown to a competitively sized construction company with sixteen employees and annual gross sales averaging \$7 to \$8 million dollars.

In May of 1988, Mr. Pifer started the company with a Superintendents weekly pay check of \$360.00 and a lot of prayer.

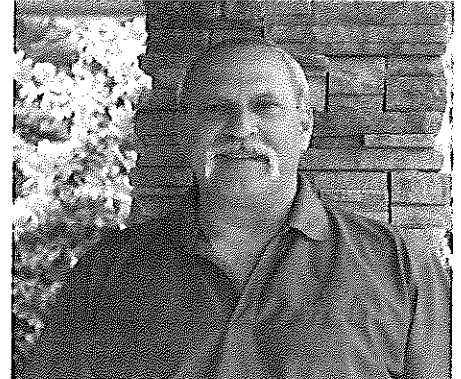
Mr. Pifer's construction career started in 1972, when a friend's father hired him to move drywall to the second floor of his office building in Pittsburgh, PA. He noticed the framing carpenters building walls and decided it would be a great thing to learn more about. He obtained guidance of one of the finest carpenters he had ever met, even to this day. During the last two years of high school, he entered a trade school called Parkway West Technical School, where he received his technical training regarding construction mechanics. While in technical college, he was put in charge of constructing a four story classroom building to be used for future students in the facility. This building is still used on campus today.

In 1981 Equity Realty Inc. hired Mr. Pifer over the phone. Their primary business was condominium conversions. After two weeks of employment, he was promoted to head carpenter, overseeing a 270-unit complex in Altamonte Springs. In the following five months, he was again promoted to head Supervisor in charge of multiple million dollar projects, at twenty-one years of age. At eleven months, he was transferred to Daytona Beach to oversee a project, which the budget was about to be exhausted and completion was not in site. Mr. Pifer successfully completed the project within the anticipated budget.

He then accepted a position with the local carpenters Union and worked at Epcot Center for seven months. During these months, he excelled in his knowledge of custom construction methods and other trades related to construction. After a few years of constructing high-rise buildings, low-rise buildings and other types of buildings, Mr. Pifer accepted a position with Hall Construction.

Mr. Jim Hall sent Mr. Pifer to construction licensing courses to prepare him for the state certified contractors' exam. In May of 1987, Mr. Pifer passed the Contractors exam and notified Hall Construction Co. Inc. that he would be leaving, with a two year notice, to venture out on his own.

Anthony Gregg Pifer started A.G. Pifer Construction Co. Inc. in December of 1989. In the years to come, the firm experienced well controlled growth. This growth included small and large scale projects. No project was unmanaged by Mr. Pifer. The reputation of the company grew and to this day, its clients still continue to call back for additional projects.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

45 Years Experience in Construction

Tenure with AGP

28 Years with A.G.P.

Qualifications

State of Florida Certified General
Contractor CGC040437
Jessica Lungford Certified
LEED Certified

Primary Role

President
Chief Project Manager
Chief Project Coordinator
Chief Executive Operator
Chief Financial Executive

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: County of Volusia
Contact Person: Pete Musslewhite
City, State: DeLand, Florida
Telephone Number: (386) 547-2763
Email Address: pmusslewhite@volusia.org
Description of goods or
Services provided: Various Commercial Projects
Contract Amount: Various \$250 Thousand +
Start/End Date of Contract: Various from 2006? to Current
2. Company Name: Bethune-Cookman University
Contact Person: Dustin DiPerisa
City, State: Daytona Beach, Florida
Telephone Number: (386) 481-2393
Email Address: dipersiad@cookman.edu
Description of goods or
Services provided: Various Renovation and Commercial Projects
Contract Amount: Various \$100 Thousand +
Start/End Date of Contract: 2015 - Current
3. Company Name: The Housing Authority of Daytona Beach
Contact Person: Doug Zimmer
City, State: Daytona Beach, Florida
Telephone Number: (386) 253-5653
Email Address: zimmerd@dbhafl.org
Description of goods or
Services provided: Various Commercial Projects
Contract Amount: Various 1 Million +
Start/End Date of Contract: 2006? - Current

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: Don Bell Signs

Description of Work: Fabricate and Install Signs

Percent of Contract Price: _____

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: Southern Masonry

Description of Work: Masonry

Percent of Contract Price: _____

Previous Experience Together: Yes/No Yes

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – VENDOR APPLICATION



**City of Port Orange
Vendor Application**

City of Port Orange

Attn: Purchasing Division

(386) 506-5704

purchdiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: 1/10/17

FIRM NAME: A.G. Pifer Construction Co. Inc.

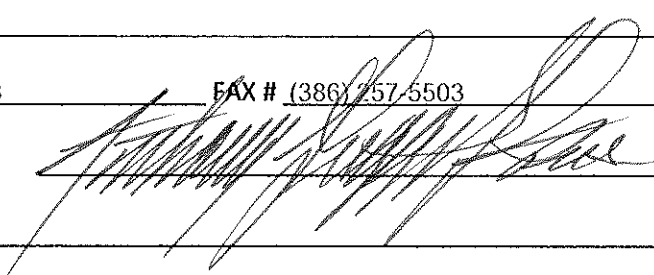
ADDRESS: 3629 Old Deland Road

CITY: Daytona Beach STATE: FL ZIP CODE: 32124

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: Same

TEL. # (including area code): (386) 257-4448 FAX # (386) 257-5503

SIGNATURE PERSON FILING APPLICATION: 

PRINTED NAME: Anthony Gregg Pifer

TITLE: President

FEDERAL I.D. (F.E.I.N.) # 59-2986219

E-MAIL ADDRESS: agpcon@bellsouth.net

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☒ Y ☐ N State Incorporated: Florida Year: 1989

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☒ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: N/A

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: Anthony Gregg Difer Title: President

Commodity/Services Commerical Construction

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) A.G. Pifer Construction Co. Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, partnership) ¹ ☐ Other (see instructions) ²	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) 3629 Old Deland Road City, state, and ZIP code Daytona Beach, FL 32124 List account number(s) here (optional)	Requester's name and address (optional) City of Port Orange 1000 City Center Circle Port Orange, FL 32129

Part I Taxpayer Identification Number (TIN)

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

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

Employer identification number									
5	9	-	2	9	8	6	2	1	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ³

Date ⁴ 01/10/2017

This document must be completed and returned with your Submittal

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a U.S. citizen or U.S. resident alien,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).
- Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

[Remainder of this page left intentionally blank]

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): 17-09

BUSINESS NAME: A.G. Pifer Construction Co. Inc.

CONTACT PERSON/TITLE: Anthony Gregg Pifer, President

MAILING ADDRESS: 3629 Old Deland Road

CITY-STATE-ZIP: Daytona Beach, FL 32124

Length of Time at Address Provided: 28 Years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): 59-2986219

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: (386) 257-4448 FAX: (386) 257-5503

EMAIL: agpcon@bellsouth.net

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Anthony Gregg Pifer, President who, after being sworn according to law, stated that he or she was authorized to represent AG Pifer Construction Co and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

Sheri Scarsella

SIGNATURE OF NOTARY PUBLIC

THIS 10th DAY OF February 2017

My Commission Expires: 01/21/2021

SIGNATURE OF AFFIANT

DATE

01/10/2017

Anthony Gregg Pifer, President

PRINTED NAME OF AFFIANT / TITLE

A.G. Pifer Construction Co. Inc.

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

2016/2017

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938



Account # 198711160004 Expires: September 30, 2017
Business Location: 3629 OLD DELAND RD

Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

BUSINESS TYPE	CODE	COUNT	TAX
General Contractor Class A	301C	10	\$18.00

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

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

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID: 08/09/2016
RECEIPT #: Lockbox-15-00091
TOTAL TAX: 18.00
PENALTY: 0.00
TOTAL PAID: 18.00



Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

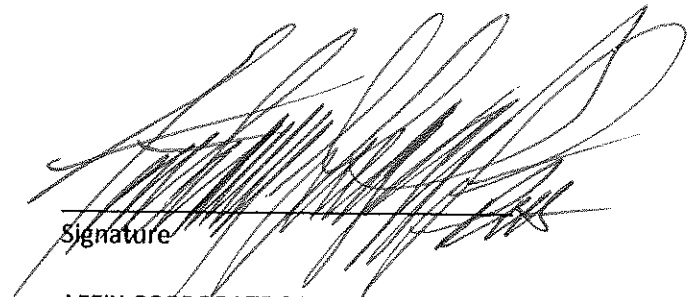


Account # 198711160004 Expires: September 30, 2017
Business Location: 3629 OLD DELAND RD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Anthony Gregg Pifer, certify that I am the President secretary of the corporation named as Principal in the within Bid Bond; that Anthony Gregg Pifer, President _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.


Signature
AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal



**ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING
BID FORM REVISED PER ADDENDUM NO. 1**

**CITY OF PORT ORANGE
CITY GATEWAY SIGNS**

ITB # 17-09

Completed Exhibit 1 Bid Proposal form **MUST** be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	A.G. Pifer Construction Co. Inc.
CONTACT PERSON:	Anthony Gregg Pifer, President
EMAIL ADDRESS:	agpcon@bellsouth.net
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST INSTALLED	TOTAL COST
1	Sign No.1 (Ridgewood Ave.Median at Northern City Limit)	1	LS	\$ 35,690.04	\$ 35,690.04
2	Sign No.2 (East Side of Ridgewood Ave. Right-of Way Southern City Limit)	1	LS	\$ 40,246.21	\$ 40,246.21
3	FPL Cost - Attachment No. 3	1	EA	\$ -	\$ 1,511.90
TOTAL BASE BID					\$ 77,448.15

BID BOND

Executed in 1 Counterpart

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that A.G. Pifer Construction Co., Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3629 Old DeLand Rd, Daytona Beach, FL 32124, Tel.: 386-257-4448, (hereinafter called "PRINCIPAL"), and Westfield Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at PO Box 5001, Westfield Center, OH 44251-5001, Tel.: 330-887-0101 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 508-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Amount Bid dollars and ()/100 (\$ ---5%---), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated January 10, 2017, for:

Project Name / Bid No.: ITB 17-09

Project Address: City of Port Orange

Legal Description: See Attached

Description of Work: City Gateway Signs

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 10th day of January, A.D. 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: Anthony Gregg Pifer Construction Co., Inc.

Signature
Anthony Gregg Pifer, President
Corporate Officer & Title

ATTEST:

Signature
Anthony Gregg Pifer, President/Secretary
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Signature
MA

SURETY: Westfield Insurance Company

Attorney-in-Fact (signature)
Don Bramlage, Attorney-in-Fact & FL Lic. Res. Agent

Name & Title
Don Bramlage - Florida Surety Bonds, Inc.

Name of Local Resident Agent
1326 S Ridgewood Ave Suite 15, Daytona Beach, FL 32114

City, State, Zip
386-898-0507

Telephone:
A.M. Best No.: A,XV NAIC No.: 24112

ATTEST:

Signature
Susan L. Reich
Corporate Secretary (Affix Corporate Seal)

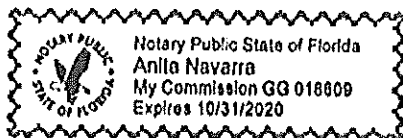
STATE OF FLORIDA

COUNTY OF VOLUSIA

Before me this day personally appeared Don Bramlage (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Westfield Insurance Company (corporate surety) and that this person has been authorized by Westfield Insurance Company (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant Don Bramlage

Sworn to / Affirmed and subscribed before me this 10th day of January, 2017, by Don Bramlage who is personally known to me or who produced N/A as identification.



NOTARY PUBLIC -- STATE OF

Type or print name: Anita Navarra

Commission No.: GG 018609

Commission Expires: October 31, 2020

(Seal)

END OF BID BOND

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/24/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0980992 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DON BRAMLAGE, JEFFREY W. REICH, SUSAN L. REICH, GLORIA A. RICHARDS, TERESA L. DURHAM, CHERYL FOLEY,
LISA ROSELAND, KIM E. NIV, SONJA HARRIS, JOINTLY OR SEVERALLY

of MAITLAND and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of AUGUST A.D., 2016.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Dennis P. Baus

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 24th day of AUGUST A.D., 2016, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of January A.D., 2017.



Frank A. Carrino
Frank A. Carrino, Secretary

**Financial
Statement**

December 31, 2015

Westfield Insurance Co.

Westfield Center, Ohio 44251-5001

**WESTFIELD INSURANCE COMPANY
BALANCE SHEET**

December 31, 2015

(In thousands)

Cash, cash equivalents, and short term investments	3,228
Bonds	1,373,621
Stocks	558,256
Agents' balances and uncollected premiums, net	340,523
Other admitted assets	<u>318,889</u>
Total admitted assets	<u>2,594,427</u>
Reserve for unearned premiums	486,707
Reserve for unpaid losses and loss expenses	834,762
Reserve for taxes and other liabilities	<u>200,529</u>
Total liabilities	1,501,988
Capital stock	8,220
Surplus	<u>1,084,218</u>
Total surplus	1,092,439
Total liabilities and surplus	<u>2,594,427</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Westfield Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ..Florida..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2015.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Surety Operations

Sworn to before me this 10th day of February A.D. 2016.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public - State of Ohio



BD5402 D

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor's Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Authorized Signatures/Negotiators
- ☒ Form 7.8 – Statement of Vendor's Qualifications
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Form 7.11 – Vendor Application
- ☒ W-9 Form
- ☒ Form 7.12 – Local Business Affidavit of Eligibility
- ☒ Form 7.13 – Certificate as to Corporate Principal
- ☒ Attachment 1 – Bid Proposal with copy of equipment maintenance records.
- ☒ Bid Bond
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY:

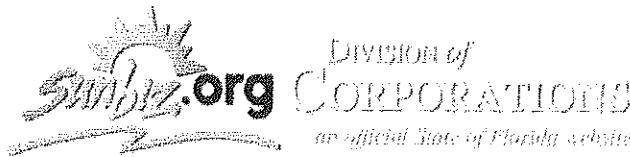
STEWART SIGN AND DESIGN, LLC

Name of Business

[Signature]
Authorized Signature

1/10/19
Date

This document must be completed and returned with your Submittal



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by FEI/EIN Number

Florida Limited Liability Company
STELLAR SIGN AND DESIGN, LLC

Filing Information

Document Number L14000026860
FEI/EIN Number 46-4827737
Date Filed 02/17/2014
Effective Date 02/17/2014
State FL
Status ACTIVE

Principal Address

7005 Stapoint Ct.
Winter Park, FL 32792

Changed: 01/25/2016

Mailing Address

7005 Stapoint Ct.
Winter Park, FL 32792

Changed: 01/25/2016

Registered Agent Name & Address

HAUCK, STEVEN
7005 Stapoint Ct.
Winter Park, FL 32792

Address Changed: 01/25/2016

Authorized Person(s) Detail

Name & Address

Title MGR

HAUCK, STEVEN
7005 Stapoint Ct.
Winter Park, FL 32792

Title MGR

SODAY, KENNETH
7005 Stapoint Ct.

1000 Stapoint Ct.

Winter Park, FL 32792

Annual Reports

Report Year	Filed Date
2015	01/07/2015
2016	01/25/2016

Document Images

01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
02/17/2014 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Stellar Sign & Design
NAME OF BUSINESS

7005 Stapoint Ct
MAILING ADDRESS

[Signature]
AUTHORIZED SIGNATURE

Winter Park, FL 32792
CITY, STATE & ZIP CODE

KEN SODAY - PRESIDENT
NAME, TITLE, TYPED

407 660 3174
TELEPHONE NUMBER / FAX NUMBER

46-4827737
FEDERAL IDENTIFICATION #

Shuck@stellarsignanddesign.com
E-MAIL ADDRESS

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this day of JAN 10, 2017 by KENNETH SODAY, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 9/29/2017

[Signature]
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 12/30/16 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Stellar Sign & Design
Name of Business
By: [Signature]
Printed Name: KEN SODA
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 10th day of JANUARY, 2017, by
KEN SODA, as PRESIDENT of
STELLAR SIGN & DESIGN and who:
(NAME)
(TITLE)
(NAME OF ORGANIZATION)

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal



FORM 7.4 - DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Stellar Sign & Design
Name of Business

By: [Signature]
Printed Name: KEN SODAY
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 10 day of JANUARY, 20 17, by
KENNETH SODAY, as PRESIDENT of
STELLAR SIGN & DESIGN and who:
(NAME)
(TITLE)
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant KEVIN SODAY, who, being by me first duly sworn, made the following statement:

1. The business address of STELLAR SIGN AND DESIGN, LLC (name of Offeror or business) is 7005 SADDLEPOINT DR, WINTER PARK, FL 32792.
2. My relationship to STELLAR SIGN AND DESIGN, LLC (name of Offeror or business) is PRESIDENT (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is NA. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Stellar Sign + Design
Name of Business

By: [Signature]

Printed Name: KEVIN SODAY

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 10 day of JANUARY, 2017, by KEVIN SODAY, as PRESIDENT of STELLAR SIGN AND DESIGN and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of FLORIDA

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:



FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Stellar Sign & Design

SIGNED BY: [Signature]
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Ken Sooda

TITLE: PRESIDENT

ADDRESS: 7005 CRADPOINX CR.

CITY: WINTER PARK STATE: FL ZIP CODE: 32792

TELEPHONE: 407-460-3111 FAX: 321-249-0259

COMPLETION TIME: 1/10/14

F.E.I.N. NUMBER: 96-4827737

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

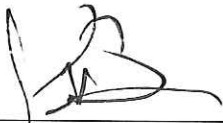
NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
<u>Steve Hauck</u>	<u>V.P. Sales</u>	<u>407 660 3174</u>
<u>Ken Soday</u>	<u>President</u>	<u>407 660 3174</u>
<u>Art Zimmerman</u>	<u>Account Rep.</u>	<u>407 660 3174</u>
<u> </u>	<u> </u>	<u> </u>



(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. Stellar Sign & Design
- B. Permanent main office address. 7005 Stapoint Court
Winter Park, FL. 32792
- C. Date organized. 2/13
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 4 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company. Signs & Sign Structures
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? NO
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. NONE
- I. Have you ever defaulted on a contract? If so, where and why? NO
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. SEE ATTACHED
- K. List your major equipment currently owned or leased. 65' CRANE, 63' CRANE, 30' BUCKET
2 ACCESSORY VEHICLES
- L. Experience in work similar to this type of project. YES
- M. Background and experience of the principal members of your organization, including the officers. 30+ YEARS IN THE INDUSTRY
- N. Credit currently available: \$ 100K
- O. Give bank reference: UNITED LEGAL
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES

(Form 7.8 Statement of Vendor's Qualifications – Page 2)



Attachment to Page (72)

Jobs Recently Completed

(Partial List)

<u>Customer</u>	<u>Contract</u>	<u>Completion</u>
Tavistock Development – Lake Nona Landings	\$203,172.14	January 2017
Timberland Partners – Latigo Apartments	\$ 31,234.92	November 2016
Sloan Builders – Hamlin Improvements	\$ 32,151.00	September 2016
Piedmont Office Management	\$17,416.06	December 2016
Process Architecture- Walgreens	\$15,288.56	October 2016
Seminole Masonry – Kindred Hardscapes	\$37,218.64	October 2016
Duke Limited Partners- Turnpike Crossing	\$99276.50	March 2016
Orlando Health – Celebration	\$23,909.48	October 2016
Stuart AI Real Estate	48,878.14	In Progress

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Stellar Sign & Design
Name of Business

By: [Signature]
Printed Name: KENNETH KENSON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 10th day of JANUARY, 2017, by
of Kenneth Kenson, as President of Stellar Sign and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



[Signature]
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission
and expiration: 9/29/2017

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: Duke Realty Limited Partnership
Contact Person: Jacqueline Swale - Office Mgr
City, State: 2400 N Commerce Pkwy Suite 405 Weston, FL 33326
Telephone Number: 407-241-0031 or David Loudenslager 954-453-5683
Email Address: Jacqueline.Swale@dukeRealty.com
Description of goods or Turnpike Crossing
Services provided: Directional sign, Monument sign & foundation under picnic area
Contract Amount: \$99,276.50
Start/End Date of Contract: 6/30/2015 to 4/29/2016
2. Company Name: Tavistock Development Co
Contact Person: Leslie Wright
City, State: 9801 Lake Nona Rd, Orlando, FL 32837
Telephone Number: 407-816-6686
Email Address: lwright@tavistock.com
Description of goods or Lake Nona Landings
Services provided: Entrance Pylon signs, Monument signs
Contract Amount: \$203,172.14
Start/End Date of Contract: 5/20/2016 - 12/31/2016
3. Company Name: Sloan Builders
Contact Person: Eric Sloan
City, State: 2929 Wadsworth Ave Orlando, FL 32806
Telephone Number: 407-540-0904
Email Address: eric.sloan@sloanbuilders.com
Description of goods or Hamlin Improvements
Services provided: Multi-Tenant I.D. Panels + Main Panel
Contract Amount: 32,150.⁸⁸
Start/End Date of Contract: 3/9/2016 -

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: FERMAN ELECTRICAL SERVICES
Description of Work: RUN PRIMARY DIRECTIONAL BORE, INSTALL METERS
Percent of Contract Price: 27%.
Previous Experience Together: Yes/No YES

Subcontractor No. 2

Name: MOT PLANS.COM
Description of Work: PROVIDE MOT AND TRAFFIC CLOSURE
Percent of Contract Price: 7%.
Previous Experience Together: Yes/No YES

Subcontractor No. 3

Name: FLORIDA WALL CONCEPTS
Description of Work: PROVIDE STRUCTURE (BOTH LOCATIONS) INSTALL TILE
Percent of Contract Price: 24%.
Previous Experience Together: Yes/No YES

Subcontractor No. 4

Name: ARROW MATERIALS
Description of Work: PROVIDE RAW COQUINA STONE
Percent of Contract Price: 1%.
Previous Experience Together: Yes/No NO

Subcontractor No. 5

Name: FRANK GIBSON (AS PER ADDENDUM #1)
Description of Work: CUT, PREPARE AND PROVIDE VENEER FROM RAW COQUINA
Percent of Contract Price: 10%.
Previous Experience Together: Yes/No NO

This document must be completed and returned with your Submittal

FORM 7.11 – VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Date: 1/9/17

FIRM NAME: Stellar Sign & Design
ADDRESS: 7005 Starpoint Court
CITY: Winter Park STATE: FL ZIP CODE: 32792

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): 407 660 3174 FAX # 321 249 0259

SIGNATURE PERSON FILING APPLICATION: [Signature]

PRINTED NAME: KEN SODAY

TITLE: PRESIDENT

FEDERAL I.D. (F.E.I.N.) #: 46-4827737

E-MAIL ADDRESS: KSODAY@STELLARSIGNDESIGN.COM
(Authorized Company Representative)

COMPANY STATUS:

INCOPORATED: ☒ Y ☐ N State Incorporated: Florida Year: 2013

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☒ LLC

ATTORNEY TRUST ACCOUNT NAME: N/A

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

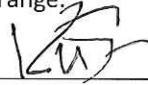
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I **certify** that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: 

Printed/Types Name:

KEN SOODY

Title:

PRESIDENT

Commodity/Services

SIGNAGE - CUSTOM BACKDROP, ARCHITECTURAL, COMMERCIAL

This document must be completed and returned with your Submittal

W-9 Form

Form W-9
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)
Stellar Sign and Design LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, Partnership) _____

☐ Other (see instructions)

Address (number, street, and apt. or suite no.)
7005 Stapent Court

City, state, and ZIP code
Winter Park, FL 32792

List account number(s) here (optional)

Requester's name and address (optional)

Print or type See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

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

Social security number

Employer identification number

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

46-4827737

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person *Marcie Chan Bookkeeper* Date *10 January 2017*

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable):

BUSINESS NAME: STEVEN SIGN AND DESIGN, LLCCONTACT PERSON/TITLE: IGEN SODON, PresidentMAILING ADDRESS: 7005 STADIUM CTCITY-STATE-ZIP: WINTER PARK, FL 32789Length of Time at Address Provided: 1 yr 3 mosPhysical Presence of Business: ☐ Headquarters, ☒ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 46-4027737BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify):PHONE NUMBER: 407 403 3179 FAX: 321 249 0259EMAIL: IGSODON@STEVENSIGNANDDESIGN.COM****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared IGEN SODON who, after being sworn according to law, stated that he or she was authorized to represent STEVEN SIGN AND DESIGN and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

Kirsti Morgan
SIGNATURE OF NOTARY PUBLIC

THIS 16th DAY OF January, 2017

My Commission Expires: 9/29/2017

[Signature] 1/10/17
SIGNATURE OF AFFIANT DATE

KENNETH TODAY - PRESIDENT
PRINTED NAME OF AFFIANT / TITLE

Stellar Graphics Design
COMPANY

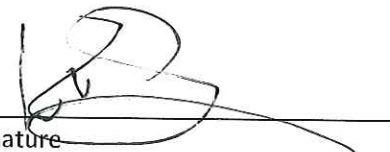
NOTARY SEAL



This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, LEN SODAY, certify that I am the PRESIDENT ~~secretary~~ of the corporation named as Principal in the within Bid Bond; that ART ZIMMERMAN, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.


Signature

AFFIX CORPORATE SEAL PRESIDENT

STEVEN SLOAN AND DESK LLC

 - notary
Kirsti Morgan



This document must be completed and returned with your Submittal



ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING
BID FORM REVISED PER ADDENDUM NO. 1

CITY OF PORT ORANGE
CITY GATEWAY SIGNS

ITB # 17-09

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted green cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Stellar Sign and Design

CONTACT PERSON: Art Zimmerman

EMAIL ADDRESS: artzim@stellarsignanddesign.com

AUTHORIZED SIGNATURE:

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST INSTALLED	TOTAL COST
1	Sign No.1 (Ridgewood Ave.Median at Northern City Limit)	1	LS	\$ 76,550.17	\$ 76,550.17
2	Sign No.2 (East Side of Ridgewood Ave. Right-of Way Southern City Limit)	1	LS	\$ 70,661.69	\$ 70,661.69
3	FPL Cost - Attachment No. 3	1	EA	\$ -	\$ 1,511.90
TOTAL BASE BID					\$ 148,723.76

- All Vehicles are New
- 60' lift truck & crane 30 days old



**ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING
BID FORM REVISED PER ADDENDUM NO. 1**

**CITY OF PORT ORANGE
CITY GATEWAY SIGNS**

ITB # 17-09

Completed Exhibit 1 Bid Proposal form **MUST** be included with Bid Submission

Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted green cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Stellar Sign and Design
CONTACT PERSON:	Art Zimmerman
EMAIL ADDRESS:	artzim@stellarsignanddesign.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST INSTALLED	TOTAL COST
1	Sign No.1 (Ridgewood Ave. Median at Northern City Limit)	1	LS	\$ 68,766.21	\$ 68,766.21
2	Sign No.2 (East Side of Ridgewood Ave. Right-of Way Southern City Limit)	1	LS	\$ 64,766.50	\$ 64,766.50
3	FPL Cost - Attachment No. 3	1	EA	\$ -	\$ 1,511.90
TOTAL BASE BID					\$ 135,044.61



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: Yes

SUBJECT: (B7c) Award of ITB 16-31 for New and Refurbished Networking and Voice-over-IP Telephony Equipment to Network Craze Technologies and Extensys, Inc.

DEPARTMENT: Administrative Services

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to (A) award ITB 16-31 to Extensys, Inc. for new networking and telephony related equipment in an amount not to exceed \$45,000 per year for an initial term of one year with an option to renew for up to two (2) additional one-year periods and (B) award ITB 16-31 to Network Craze Technologies, Inc., for used networking and telephony related equipment in an amount not to exceed \$45,000 per year for an initial term of one year with an option to renew for up to two (2) additional one-year periods, subject to approval of the executed final contract(s) and to authorize the Mayor and City Clerk to execute all required documents and authorize the City Manager to approve all renewals of contract(s) provided funding is available and approved in subsequent budget years.

SUMMARY: ITB 16-31 was released on October 7, 2016 in order to identify vendors that could provide new (Item A) or used (Item B) networking and telephony equipment as well as associated hardware maintenance agreements for routine upgrades and replacements on the city's fiber optic network. This ITB had two goals: (1) to ensure that we are purchasing said equipment from a vendor that can provide the lowest cost at the most recent price point; and (2) to centralize maintenance equipment agreements with one vendor in order to simplify administration, increase efficiency, and ensure that no equipment lapses in warranty.

A price list was generated by conducting an inventory of the different makes and models of networking and telephony equipment currently in use within the city's fiber optic infrastructure. It is important to note that although we requested that vendors submit pricing for all equipment itemized in the price list, it was specified in the ITB that the City is under no obligation to purchase all or any of the equipment at any point in time once under contract. Purchases will be made for routine upgrades and replacements and not tied at this time to any specific project.

On November 23, 2016, bids were publicly opened for ITB 16-31. Five submittals were deemed responsive. Of those five submittals, Extensys, Inc. was the lowest bidder for new equipment (Item A) at \$81,866 and Network Craze Technologies, Inc., was the lowest successful bidder for used equipment (Item B) at \$70,005. Two other vendors submitted pricing for used equipment, however they did not have the ability to price all of the equipment requested, therefore they were not considered responsive as a used equipment vendor.

It is recommended that ITB 16-31 be awarded as two items. Staff recommends Item A which provides new equipment be awarded to Extensys, Inc., in an amount not to exceed \$45,000 per year. Staff recommends Item B which provides for used equipment to be awarded to Network Craze Technologies, Inc., in an amount not to exceed \$45,000 per year. The Initial term is for one (1) year with an option to renew for two (2) additional one year terms for both Item A and Item B, subject to staff recommendation and budget appropriation.

Project No.: ZMI015 Funding Account No.: 505-1000-519.64-15
ZMI015 505-1000-519.49-16
N/A 501-0700-519.46-10

ATTACHMENTS:

1.	Extensys, Inc. Standard Contract for Services	Extensys Inc Standard Contract for Services.pdf
2.	Network Craze Technologies Inc Standard Contract for Services	Network Craze Technologies Inc Standard Contract for Services.pdf
3.	ITB 16-31	ITB 16-31.pdf
4.	ITB 16-31 Bid Tabulation	ITB 16-31 Tabulation (11-23-16).pdf
5.	Extensys, Inc. Response	Extensys ITB 16-31- Response.pdf
6.	Network Craze Technologies, Inc. Response	ITB #16-31 Network craze Response (11-23-16).pdf

James Hicks	Created/Initiated - 01/17/2017
Jamie Miller	Approved - 01/17/2017
Tracey Riehm	Approved - 01/21/2017
Margaret Roberts	Approved - 01/26/2017
Jake Johansson	Approved - 01/26/2017
Robin Fenwick	Final Approval - 01/27/2017



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2017, 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 **EXTENSYS, INC.** ("Contractor"), a Florida corporation whose principal address is 253 Pine Avenue North, Building B, Oldsmar, Florida 34677. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with new Cisco networking and voice-over-IP products and maintenance contracts, and as further described in Intent to BID Number 16-31 New & Refurbished Networking & Voice-Over-IP Telephony Equipment ("ITB No. 16-31"), Addendum No. 1, and Extensys, Inc. Proposal dated November 23, 2017 attached hereto as Exhibit "1." Complete copies of ITB No. 16-31 and Addendum No. 1 is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

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

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a one (1) year period (the "Initial Term").

Renewals: Upon written mutual agreement of the Parties, this Contract may be renewed for up to two (2) additional one (1) year periods.

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 of 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 performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) issued and executed by an authorized agent of the City. 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 goods and services identified above, and deemed satisfactory by the Information Technology Manager, the City agrees to compensate Contractor the prices set forth in Exhibit "1," in an amount up to but not to exceed Forty-Five Thousand and 00/100 Dollars (\$45,000.00) per annual term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the then current fiscal year. 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 Information Technology Manager, James Hicks, shall perform contract administration of this Contract. 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 20 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 119.10, 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

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability — (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	
Installation Floater (IT)			

12. 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.

13. 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.

14. 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.

15. Warranties. Extensys, Inc. is not responsible for manufacturer products (hardware/software) that do not perform as advertised. Extensys, Inc. time and effort involved in identifying and resolving such manufacturer hardware and/or software bugs is outside the scope of services provided, unless this service is the work specific identified in the Statement of Work ("SOW") or Change Order. The manufacturer is expected to solve defects in the hardware and/or software they supply. Any additional effort needed by Extensys, Inc. to assist in this process will require an executed Change Order.

16. 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.

17. 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.

18. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

19. 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.

20. 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.**

21. Additional Provisions. This Contract includes all additional provisions as may have been outlined in Request for Proposals Number 16-31, 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.

22. 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.

23. 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: James Hicks, Information Technology Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5545

Contractor: Extensys, Inc.
Attention: Brian Hamm, President
253 Pine Avenue North
Building B
Palm Harbor, Florida 34685
(813) 855-3909 – Telephone
(813) 855-3922 - Facsimile
roland.feijoo@extensysinc.com

Any 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.

24. 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.

25. 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 page intentionally left blank]

Witnesses:

EXTENSYS, INC.

Printed Name: _____

By: _____

Brian Hamm, 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.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by Brian Hamm, as President of Extensys, Inc., a Florida corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of June, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Attachment 1 – Bid Proposal

Bid Proposal Notes:

1. For line item 15 (Cisco IP Phone 7942G).
This item is now in an End of Sale / End of Life status with Cisco and inventory will not always be available.
Extensys recommends the Cisco IP phone 8811 as a compatible alternative.
We were able to enter the price but could not change the description field.
2. For line item 16 (Cisco IP Phone 7962G).
This item is not in an End of Sale / End of Life status with Cisco and inventory will not always be available.
Extensys recommends the Cisco IP Phone 8841 as a compatible alternative.
We were able to enter the price but could not change the description field.
3. Extensys notes that life time warranty cannot be purchased through Cisco on refurbished equipment.



**"ATTACHMENT 1" ITB 16-31 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
NEW & REFURBISHED NETWORKING &
VOICE-OVER-IP TELEPHONY EQUIPMENT**

ITB# 16-31

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Extensys, Inc.
CONTACT PERSON:	Christopher Jordan
EMAIL ADDRESS:	chris.jordan.extensysinc.com
AUTHORIZED SIGNATURE:	

VENDORS MUST SUBMIT UNDER NEW OR REFURBISHED PRICE ONLY. MAINTENANCE PRICE APPLIES TO NEW EQUIPMENT ONLY.

ITEM #	DESCRIPTION	QTY	UNIT	NEW PRICE	REFURBISHED PRICE	MAINTENANCE PRICE (1 YEAR - APPLIES TO NEW EQUIPMENT ONLY)	NEW TOTAL	REFURBISHED TOTAL
LAYER 2 / LAYER 3 SWITCHES								
1	Cisco Catalyst 2960XR-48FPS-I 48 Port / 4 SFP / IP LITE / 740W	1	EA	\$ 5,529.42		\$ 835.30	\$ 6,364.72	\$ -
2	Cisco Catalyst 2960XR-48FPD-I 48 Port / 2 SFP+ / IP LITE / 740W	1	EA	\$ 6,327.90		\$ 954.88	\$ 7,282.78	\$ -
3	Cisco Catalyst 2960X-48FPS-L 48 Port / 4 SFP / LAN BASE / 740W	1	EA	\$ 3,087.70		\$ 567.11	\$ 3,654.81	\$ -
4	Cisco Catalyst 2960X-48FPD-L 48 Port / 2 SFP+ / LAN BASE / 740W	1	EA	\$ 3,743.16		\$ 688.40	\$ 4,431.56	\$ -
5	Cisco Catalyst WS-C3650-48FQ 48 Port / 4 SFP+ / IP SERVICES / 775W	1	EA	\$ 9,316.93		\$ 1,713.31	\$ 11,030.24	\$ -
6	Cisco Catalyst WS-C3650-48FS 48 Port / 4 SFP / IP SERVICES / 775W	1	EA	\$ 8,936.42		\$ 1,498.08	\$ 10,434.50	\$ -
7	Cisco Catalyst WS-C3560CX-12PD-S 12 Port / 2 SFP+ / IP BASE / 240W	1	EA	\$ 1,175.68		\$ 206.69	\$ 1,382.37	\$ -
ROUTERS								
8	Cisco 4451 Integrated Service Router	1	EA	\$ 9,244.58		\$ 2,535.67	\$ 11,780.25	\$ -
FIREWALLS/VPN								
9	Cisco ASA 5506-X FirePOWER Services Included	1	EA	\$ 858.59		\$ 162.28	\$ 1,020.87	\$ -
10	Cisco ASA 5508-X FirePOWER Services Included	1	EA	\$ 2,980.05		\$ 589.33	\$ 3,569.38	\$ -
11	Cisco ASA 5525-X FirePOWER Services Included	1	EA	\$ 7,979.01		\$ 1,573.23	\$ 9,552.24	\$ -
UCS SERVERS								
12	Cisco UCS C240 M4 Rack Server 2 Intel Xeon E5-2640 Processors 128GB DDR3 Memory 24 300GB 10K SAS Drives	1	EA	\$ 9,386.74		\$ 611.53	\$ 9,998.27	\$ -
IP PHONES								
13	Cisco IP Phone 8845	1	EA	\$ 327.95		\$ 24.77	\$ 352.72	\$ -
14	Cisco IP Phone 8811	1	EA	\$ 253.80		\$ 13.67	\$ 267.47	\$ -
15	Cisco IP Phone 7942G	1	EA	\$ 253.80		\$ 13.67	\$ 267.47	\$ -
16	Cisco IP Phone 7962G	1	EA	\$ 264.50		\$ 14.52	\$ 279.02	\$ -
TOTAL PROPOSAL FEE:							\$ 81,668.67	\$ -



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2017, 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 **NETWORK CRAZE TECHNOLOGIES, INC.** ("Contractor"), a New York corporation whose principal address is 7037 Fly Road, East Syracuse, New York 13057. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with new Cisco networking and voice-over-IP products and maintenance contracts, and as further described in Intent to BID Number 16-31 New & Refurbished Networking & Voice-Over-IP Telephony Equipment ("ITB 16-31"), Addendum No. 1, and Network Craze Technologies, Inc. Proposal attached hereto as Exhibit "1." Complete copies of ITB No. 16-31 and Addendum No. 1 is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

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

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a one (1) year period (the "Initial Term").

Renewals: Upon written mutual agreement of the Parties, this Contract may be renewed for up to two (2) additional one (1) year periods.

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 of 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 performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) issued and executed by an authorized agent of the City. 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 goods and services identified above, and deemed satisfactory by the Information Technology Manager, the City agrees to compensate Contractor the prices set forth in Exhibit "1," in an amount up to but not to exceed Forty-Five Thousand and 00/100 Dollars (\$45,000.00) per annual term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the then current fiscal year. 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 Information Technology Manager, James Hicks, shall perform contract administration of this Contract. 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 20 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 119.10, 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

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contractor work 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.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability — (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	
Installation Floater (IT)			

12. 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.

13. 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.

14. 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.

15. Warranties. Extensys, Inc. is not responsible for manufacturer products (hardware/software) that do not perform as advertised. Extensys, Inc. time and effort involved in identifying and resolving such manufacturer hardware and/or software bugs is outside the scope of services provided, unless this service is the work specific identified in the Statement of Work ("SOW") or Change Order. The manufacturer is expected to solve defects in the hardware and/or software they supply. Any additional effort needed by Extensys, Inc. to assist in this process will require an executed Change Order.

16. 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.

17. 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.

18. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

19. 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.

20. 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.**

21. Additional Provisions. This Contract includes all additional provisions as may have been outlined in ITB 16-31, 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.

22. 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.

23. 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: James Hicks, Information Technology Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5545

Contractor: Network Craze Technologies, Inc.
Attention: Matthew Goncalves, CEO
7037 Fly Road
East Syracuse, New York 13057
(800) 505-2078 – Telephone
(315) 679-4277 - Facsimile
nfroio@networkcraze.com

Any 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.

24. 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.

25. 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 page intentionally left blank]

Witnesses:

NETWORK CRAZE TECHNOLOGIES, INC.

Printed Name: _____

By: _____

Matthew Goncalves, CEO

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

Printed Name: _____

Date: _____

STATE OF NEW YORK
COUNTY OF ONONDAGA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by Matthew Goncalves, as CEO of Network Craze Technologies, Inc., a New York corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of New York

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of June, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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



**"ATTACHMENT 1" ITB 16-31 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
NEW & REFURBISHED NETWORKING &
VOICE-OVER-IP TELEPHONY EQUIPMENT**

ITB# 16-31

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission

Instruction to save Attachment from website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Network Craze Technologies
CONTACT PERSON:	Nick Froio
EMAIL ADDRESS:	nfroio@networkcraze.com
AUTHORIZED SIGNATURE:	

VENDORS MUST SUBMIT UNDER NEW OR REFURBISHED PRICE ONLY. MAINTENANCE PRICE APPLIES TO NEW EQUIPMENT ONLY.

ITEM #	DESCRIPTION	QTY	UNIT	NEW PRICE	REFURBISHED PRICE	MAINTENANCE PRICE (1 YEAR - APPLIES TO NEW EQUIPMENT ONLY)	NEW TOTAL	REFURBISHED TOTAL
LAYER 2 / LAYER 3 SWITCHES								
1	Cisco Catalyst 2960XR-48FPS-I 48 Port / 4 SFP / IP LITE / 740W	1	EA	\$ -	\$ 3,300.00	\$ -	\$ -	\$ 3,300.00
2	Cisco Catalyst 2960XR-48FPD-I 48 Port / 2 SFP+ / IP LITE / 740W	1	EA	\$ -	\$ 4,300.00	\$ -	\$ -	\$ 4,300.00
3	Cisco Catalyst 2960X-48FPS-L 48 Port / 4 SFP / LAN BASE / 740W	1	EA	\$ -	\$ 1,995.00	\$ -	\$ -	\$ 1,995.00
4	Cisco Catalyst 2960X-48FPD-L 48 Port / 2 SFP+ / LAN BASE / 740W	1	EA	\$ -	\$ 2,450.00	\$ -	\$ -	\$ 2,450.00
5	Cisco Catalyst WS-C3650-48FQ 48 Port / 4 SFP+ / IP SERVICES / 775W	1	EA	\$ -	\$ 8,950.00	\$ -	\$ -	\$ 8,950.00
6	Cisco Catalyst WS-C3650-48FS 48 Port / 4 SFP / IP SERVICES / 775W	1	EA	\$ -	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00
7	Cisco Catalyst WS-C3560CX-12PD-S 12 Port / 2 SFP+ / IP BASE / 240W	1	EA	\$ -	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
ROUTERS								
8	Cisco 4451 Integrated Service Router	1	EA	\$ -	\$ 8,995.00	\$ -	\$ -	\$ 8,995.00
FIREWALLS/VPN								
9	Cisco ASA 5506-X FirePOWER Services Included	1	EA	\$ -	\$ 450.00	\$ -	\$ -	\$ 450.00
10	Cisco ASA 5508-X FirePOWER Services Included	1	EA	\$ -	\$ 1,295.00	\$ -	\$ -	\$ 1,295.00
11	Cisco ASA 5525-X FirePOWER Services Included	1	EA	\$ -	\$ 4,995.00	\$ -	\$ -	\$ 4,995.00
UCS SERVERS								
12	Cisco UCS C240 M4 Rack Server 2 Intel Xeon E5-2640 Processors 128GB DDR3 Memory 24 300GB 10K SAS Drives	1	EA	\$ -	\$ 24,975.00	\$ -	\$ -	\$ 24,975.00
IP PHONES								
13	Cisco IP Phone 8845	1	EA	\$ -	\$ 235.00	\$ -	\$ -	\$ 235.00
14	Cisco IP Phone 8811	1	EA	\$ -	\$ 160.00	\$ -	\$ -	\$ 160.00
15	Cisco IP Phone 7942G	1	EA	\$ -	\$ 95.00	\$ -	\$ -	\$ 95.00
16	Cisco IP Phone 7962G	1	EA	\$ -	\$ 110.00	\$ -	\$ -	\$ 110.00
TOTAL PROPOSAL FEE:							\$ -	\$ 70,005.00

EXHIBIT "1"

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

NEW & REFURBISHED NETWORKING & VOICE -OVER- IP TELEPHONY EQUIPMENT

ITB #16-31



City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Prepared by: David Battaglia, Purchasing Agent
Release Date: October 7, 2016

Bid Due Date and Time: November 11, 2016 at 2:30 p.m.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #16-31 NEW & REFURBISHED NETWORKING & VOICE -OVER- IP TELEPHONY EQUIPMENT

Notice is hereby given that the City of Port Orange is soliciting bids for **NEW & REFURBISHED NETWORKING & VOICE -OVER- IP TELEPHONY EQUIPMENT**. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on November 11, 2016** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at 10:00 A.M. (local time) on **October 21, 2016** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

DESCRIPTION: The City of Port Orange is seeking proposals from firms qualified and experienced in providing new and/or refurbished Cisco networking and voice-over-IP products and maintenance contracts as outlined within this document. This is an equipment and related maintenance contracts only Bid, no installation services are being sought

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, purchdiv@port-orange.org and reference "Questions on "ITB #16-31 NEW & REFURBISHED NETWORKING & VOICE -OVER- IP TELEPHONY EQUIPMENT" in the subject line. Last day for questions will be **October 28, 2016 at 5:00 PM**.

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond

to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

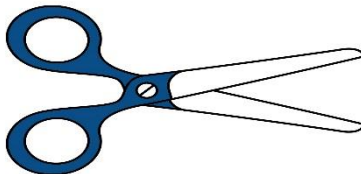
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **“ITB #16-31 NEW & REFURBISHED NETWORKING & VOICE -OVER- IP TELEPHONY EQUIPMENT”**.

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **October 7, 2016**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #16-31 _____
BID TITLE:	NEW & REFURBISHED NETWORKING & VOICE -OVER- IP TELEPHONY EQUIPMENT _____
DUE DATE/TIME:	November 11, 2016 at 2:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Diana M. Fye, CPPB, FCPA Purchasing Manager Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	6
SECTION 2 – INSTRUCTIONS TO BIDDERS	7
SECTION 3 – SCOPE OF WORK	12
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	14
SECTION 5 – GENERAL TERMS AND CONDITIONS	18
SECTION 6 – SPECIAL CONDITIONS	45
SECTION 7 – REQUIRED FORMS.....	46
FORM 7.1 – BID SUBMITTAL CHECKLIST	46
FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM	47
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	48
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT	49
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES50	
FORM 7.6 – ANTI-COLLUSION FORM.....	51
FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS.....	52
FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS	53
FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	55
FORM 7.10 – LISTING OF SUBCONTRACTORS.....	56
FORM 7.11 – VENDOR APPLICATION	57
W-9 Form	59
FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY.....	61
ATTACHMENT 1 – BID PROPOSAL.....	63
BID BOND	64
PERFORMANCE & PAYMENT BOND.....	66
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)	69

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of The City of Port Orange is seeking proposals from firms qualified and experienced in providing new and/or refurbished Cisco networking and voice-over-IP products and maintenance contracts as outlined within this document. This is an equipment and related maintenance contracts only Bid, no installation services are being sought as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: October 7, 2016
 Non-Mandatory Pre-Bid Conference October 21, 2016 at 2:30 P.M.
 Deadline for Questions: October 28, 2016 by 5:00 P.M.
 Final Addendum Posting: November 4, 2016
Bids Due: November 11, 2016 by 2:30 P.M.
 City Council Meeting for Approval of Recommendation of Award To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids, if it is in the best interest of the City.

NON-MANDATORY PRE-BID CONFERENCE:

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors are strongly encouraged to attend because the Pre-Bid Conference will offer potential Vendors the opportunity to ask questions and discuss the project directly with staff. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on ITB # and Title" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
dfye@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com.

The failure of Vendors to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as “Active”.

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided “Professional References” form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor’s Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.

- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

INTRODUCTION

The City of Port Orange is seeking proposals from firms qualified and experienced in providing new and/or refurbished Cisco networking and voice-over-IP products and maintenance contracts as outlined within this document. This is an equipment and related maintenance contracts only bid, no installation services are being sought.

BACKGROUND

The City of Port Orange maintains a large fiber optic network spanning over 8 miles and interconnecting 15 city owned facilities. The City of Port Orange also maintains a Cisco Unified Communications System in-house comprised of multiple Cisco UCS servers as well as almost 400 Cisco IP phones.

OVERVIEW

This intent of this RFP is to solicit proposals from vendors who can provide the required networking and voice-over-IP equipment to support the City of Port Orange's robust fiber optic network. The networking equipment will include both layer 2 and layer 3 switches, routers, firewalls, virtual private network devices, and other related equipment. Voice-over-IP equipment will include unified communications servers and IP telephones. This is an equipment only and related maintenance contract bid, no installation services are being sought. Vendors should understand that this ITB is not related to any specific project and equipment purchased by the City of Port Orange is for routine upgrades and replacements.

TERM

The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year from such date established by the agreement. The parties by mutual consent may renew the agreement for up to two (2) additional one (1) year periods.

SPECIFICATIONS

New Equipment

- All equipment marked new must be new, unopened, sealed by manufacturer in the box and manufactured by Cisco Systems only.
- No aftermarket, grey-market, or other manufacturer substitutions will be accepted.
- Delivery must be within 21 days of acceptance of purchase order.
- Delivery fee must be included in price.

Refurbished Equipment

- All equipment marked refurbished must include a lifetime replacement warranty.
- Delivery must be within 21 days of acceptance of purchase order.
- Delivery fee must be included in price.
- Shipping and handling fees for returning defective refurbished equipment must be included in price.

Maintenance Contracts on New Equipment

- Maintenance contracts on new equipment must be certified Cisco SmartNet with 24x7 support and next business day advanced replacement of equipment.
- Maintenance services must be provided directly from the manufacturer via Cisco TAC.
- Maintenance contracts should also allow for the download of software and firmware updates for related equipment directly from the manufacturer.
- Maintenance contracts should be for a period of 1 year from date of purchase of equipment.

- Vendor will be required to verify the accuracy and completeness of the Cisco contract(s) to ensure that all items on the equipment list are listed on the appropriate contract for each category of maintenance.
- Vendor must be available to make adjustments, updates, additions, removals, and corrects to the maintenance contract(s) throughout the coverage period. This should include updates for serial numbers of equipment in the event of RMAs, additions and deletions of equipment, etc.

PROPOSAL REQUIREMENTS

In addition to the standard forms, the successful proposal should contain the following information:

- An executive summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal including the proposer's corporate experience providing the equipment being proposed.
- Minimum of 2 references from government agencies and/or firms in which the proposer currently provides similar equipment being requested by the City of Port Orange. Each reference must contain the reference's name, address, telephone number, and point of contact (including email address).
- A straightforward, concise delineation of the proposer's fees to satisfy the requirements of this ITB. Pricing should be clearly indicated in Attachment 1. It is the vendor's responsibility to specify all costs associated with providing the products required herein.

[Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.

15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted

- in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
 34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
 35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
 36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
 37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
 38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
 39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
 40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
 41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
 42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
 43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
 44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
 45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal,

- statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

15. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

16. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

17. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

18. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;

- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

19. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

20. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

21. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

22. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

23. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

24. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

25. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

26. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

27. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

28. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

29. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

30. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such

order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee

of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

33. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

34. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

35. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing

Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

36. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

38. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

39. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. **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.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void*.

45. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

47. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense

arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. **INSURANCE**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. The Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work 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.

Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of

knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

60. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:
- (1) Port Orange business shall be granted up to eight percent (8%) of the available points.
 - (2) Volusia County business shall be granted up to five percent (5%) of the available points.
 - (3) Florida business shall be granted up to three percent (3%) of the available points.
 - (4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

61. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

62. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

63. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

64. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

65. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

66. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

67. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

68. **OTHER AGENCIES**

(a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

69. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

70. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is mandatory and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

71. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

72. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

73. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

74. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

75. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

76. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

77. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

78. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

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

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

79. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was

amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

80. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

81. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

82. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

83. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years

after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

84. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

85. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

86. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

87. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

88. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

89. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

90. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

91. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

92. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

93. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

94. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

95. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

96. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

97. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to

commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

98. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

99. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

100. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

101. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract

award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

102. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

103. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

104. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

105. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

106. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

107. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest

overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

108. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

109. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

110. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

111. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

112. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of Choose an item. days from the ITB opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be from the date of award through "Date", and may, by mutual agreement between the City of Port Orange and the awardee, be extended "number" (##) additional one (1) year periods, and, if needed, for 90 days after the last day of the current contract period.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have a minimum of five (5) years' prior successful experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

ADDITIONAL MINIMUM QUALIFICATIONS: *OPTIONAL*****

- "list additional minimum qualifications if applicable"

CONTRACT PERFORMANCE: **OPTIONAL**

input contract performance terms

SCHEDULE: **OPTIONAL**

Input any verbiage stating "Contractor shall provide the City....." as necessary

FINANCIAL STABILITY: **OPTIONAL – only if required at time of bid submittal**

All Vendors shall submit a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof. Enclose the financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7 – Authorized Signatures/Negotiators
- _____ Form 7.8– Statement of Vendor’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – Listing of Subcontractors
- _____ Form 7.11 – Vendor Application
- _____ W-9 Form
- _____ Form 7.12 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Bid Bond
- _____ Copy of Certificate of Insurance
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

This document must be completed and returned with your Submittal

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____
of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange

Attn: Purchasing Division

(386) 506-5704

purchdiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, Partnership)*: _____	
	☐ Other (see instructions)* _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ^a

Date ^a

This document must be completed and returned with your Submittal

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____
My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.



"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING BID FORM

CITY OF PORT ORANGE
NEW & REFURBISHED NETWORKING &
VOICE-OVER-IP TELEPHONY EQUIPMENT

ITB# 17-05

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

Vendors must submit under New or Refurbished Price Only Not both.

ITEM #	DESCRIPTION	QTY	UNIT	NEW PRICE	REFURBISHED PRICE	MAINTENANCE PRICE (1 YEAR - APPLIES TO NEW EQUIPMENT ONLY)	NEW TOTAL	REFURBISHED TOTAL
LAYER 2 / LAYER 3 SWITCHES								
1	Cisco Catalyst 2960XR-48FPS-I 48 Port / 4 SFP / IP LITE / 740W	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
2	Cisco Catalyst 2960XR-48FPD-I 48 Port / 2 SFP+ / IP LITE / 740W	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
3	Cisco Catalyst 2960X-48FPS-L 48 Port / 4 SFP / LAN BASE / 740W	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
4	Cisco Catalyst 2960X-48FPD-L 48 Port / 2 SFP+ / LAN BASE / 740W	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
5	Cisco Catalyst WS-C3650-48FQ 48 Port / 4 SFP+ / IP SERVICES / 775W	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
6	Cisco Catalyst WS-C3650-48FS 48 Port / 4 SFP / IP SERVICES / 775W	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
7	Cisco Catalyst WS-C3650CX-12PD-S 12 Port / 2 SFP+ / IP BASE / 240W	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
ROUTERS								
8	Cisco 4451 Integrated Service Router	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
FIREWALLS/VPN								
9	Cisco ASA 5506-X FirePOWER Services Included	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
10	Cisco ASA 5508-X FirePOWER Services Included	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
11	Cisco ASA 5525-X FirePOWER Services Included	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
UCS SERVERS								
12	Cisco UCS C240 M4 Rack Server 2 Intel Xeon E5-2640 Processors 128GB DDR3 Memory 24.300GB 10K SAS Drive	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
IP PHONES								
13	Cisco IP Phone 8845	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
14	Cisco IP Phone 8811	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
15	Cisco IP Phone 7942G	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
16	Cisco IP Phone 7962G	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROPOSAL FEE:							\$ -	\$ -

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager
(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction Bond

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, 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 _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) 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. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. 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 Documents. The following forms, attached as Exhibit "____," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
 - (b) Combination Payment and Performance Bond (F.S. § 255.05)
4. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."
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 22 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 that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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 or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City 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 enforce the contract provisions in accordance with the contract.

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (Including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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.

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
	<u>Additional Coverage:</u>	Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
	<u>Additional Coverage:</u>	"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured ALMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

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. 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.

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 Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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. As may have been outlined in _____ and 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.

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: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

Any 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: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA ____]



End of Solicitation Documents



**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB 16-31 NEW & REFURBISHED NETWORKING & VOICE -OVER- IP TELEPHONY EQUIPMENT
ITB TITLE: NEW & REFURBISHED NETWORKING & VOICE -OVER- IP TELEPHONY EQUIPMENT
OPENING DATE/TIME: November 23, 2016 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Empire Consulting & Computing Inc. of Daytona Beach, FL	Extensys Inc. of Oldsmar, FL	NetworkCraze Technologies Inc. of Onondaga, NY	Presidio Network Solutions LLC of Orlando, FL
1	Form 7.1 Submittal Checklist	YES	YES	YES	YES
2	Form 7.2 Bidder's Acknowledgment	YES	YES	YES	YES
3	Form 7.3 Addendum and Change Order Acknowledgment	YES	YES	YES	YES
4	Form 7.4 Drug Free Preference Statement	YES	YES	YES	YES
5	Form 7.5 Statement on Public Entity Crimes	YES	YES	YES	YES
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	YES
7	Form 7.7 Authorized Signatures/Negotiators	YES	YES	YES	YES
8	Form 7.8 Statement of Vendor's Qualifications	YES	YES	YES	YES
9	Form 7.9 Professional References	YES	YES	YES	YES
10	Form 7.10 Listing of Subcontractors	YES	YES	YES	YES
11	Form 7.11 Vendor Application	YES	YES	YES	YES
12	W-9 Form	YES	YES	YES	YES
13	Form 7.12 Local Business Affidavit of Eligibility.	YES	YES	YES	YES
14	Attachment 1 Bid Proposal	YES	YES	YES	YES
15	Bid Bond	N/A	N/A	N/A	YES
16	Copy of Insurance	YES	YES	YES	YES
One (1) Original, and one (1) Digital Copy		YES	YES	YES	YES
Deemed Responsive?		YES	YES	YES	YES
TOTAL BID NEW		\$ 88,610.71	\$ 81,668.67	\$ -	\$ 87,709.00
TOTAL BID REFURBISHED		\$ -	\$ -	\$ 70,005.00	\$ 28,569.00

Opened and tabulated by: David Battaglia, Purchasing Agent
 Witnessed by: O.T. Powell, Buyer



**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB 16-31 NEW & REFURBISHED NETWORKING & VOICE -OVER- IP TELEPHONY EQUIPMENT
ITB TITLE: NEW & REFURBISHED NETWORKING & VOICE -OVER- IP TELEPHONY EQUIPMENT
OPENING DATE/TIME: November 23, 2016 AT 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Required Forms (mark "yes" or "no")		United Data Technologies of Doral, FL			
1	Form 7.1 Submittal Checklist	YES			
2	Form 7.2 Bidder's Acknowledgment	YES			
3	Form 7.3 Addendum and Change Order Acknowledgment	YES			
4	Form 7.4 Drug Free Preference Statement	YES			
5	Form 7.5 Statement on Public Entity Crimes	YES			
6	Form 7.6 Affidavit of Anti-Collusion	YES			
7	Form 7.7 Authorized Signatures/Negotiators	YES			
8	Form 7.8 Statement of Vendor's Qualifications	YES			
9	Form 7.9 Professional References	YES			
10	Form 7.10 Listing of Subcontractors	YES			
11	Form 7.11 Vendor Application	YES			
12	W-9 Form	YES			
13	Form 7.12 Local Business Affidavit of Eligibility.	YES			
14	Attachement 1 Bid Proposal	YES			
15	Bid Bond	N/A			
16	Copy of Insurance	YES			
One (1) Original, and one (1) Digital Copy		YES			
Deemed Responsive?		YES			
TOTAL BID NEW		\$ 87,371.23	\$ -	\$ -	\$ -
TOTAL BID REFURBISHED		\$ 14,316.14	\$ -	\$ -	\$ -



BID: RFP-#16-31

**NEW & REFURBISHED NETWORKING & VOICE-OVER-IP
TELEPHONY EQUIPMENT**



Original

BUSINESS CONFIDENTIAL

11/23/2016

Extensys, Inc.
253 Pine Avenue North
Oldsmar, FL 34677

This document is the exclusive property of **City of Port Orange** and Extensys, Inc. It contains proprietary and confidential information and may not be duplicated, redistributed, or used, in whole or in part, in any form, without consent of both Pinellas County Schools and Extensys, Inc.

Table of Contents

Executive Summary.....	3
Form 7.1 – Bid Submittal Checklist.....	5
Form 7.2 – Vendor’s Acknowledgement	6
Form 7.3 – Addendum and Change Order Procedure Acknowledgement.....	7
Form 7.4 – Drug Free/Tie Preference Statement.....	8
Form 7.5 – Public Entity Crimes Statement.....	9
Form 7.6 – Affidavit of Anti-Collusion	10
Form 7.7 – Authorized Signatures / Negotiators	11
Form 7.8 – Statement of Vendors Qualifications	12
Form -7.8 - Attachments	14
F. Contracts on Hand	14
J. List of Projects	14
K. List of Equipment.....	14
M. Background of Principals.....	14
Form -7.9 – Professional References for Previous Experience	16
Form 7.10 – Listing of Subcontractors	17
Form 7.11 – Vendor Application.....	18
W-9 – Form	20
Form 7.12 – Local Business Affidavit of Eligibility	21
Local Business Tax Receipt	23
Attachment 1 – Bid Proposal	24
Bid Proposal Notes:	24
Copy of Insurance Certificate for Liability	25
Copy of Certificate of Workers Compensation Insurance.....	26
Copy of Florida SUNBIZ Form.....	27

Executive Summary

Extensys, Inc. (Extensys) is a global enterprise IT solutions integrator and managed service provider. The company was founded by engineers for engineers in 2002. We partner with our clients to help design, implement, and manage infrastructure that supports mission-critical business applications.

Our goal is to have a shared vision with our customers to deliver scalable technology solutions. This is accomplished by leveraging our certified engineers and being our customer's advocate in search of the most cost effective solutions through our manufacturers.

What sets Extensys apart is our ability to leverage our broad technology expertise across various industries, coupled with a streamlined and flat organizational structure. This allows Extensys to be agile and flexible with our solutions and to have rapid response times to customer needs/challenges.

In addition to our technical expertise, our leadership team has hands-on experience in large IT environments and held C-level and Executive Management positions.

Extensys, Inc. architected and provided professional services for Pinellas County Schools. The Cisco / Extensys voice solution consisted of 12,000 Cisco handsets and additional 20,000 endpoints for 150 separate locations. The solution provides life safety for 115,000 students and faculty.

Extensys Differentiator Key Points:

- Engineering: Founded by Engineers for Engineers
- All resources are primarily located in the Tampa & Miami area's
- Owner Operated: Extensys is an owner operated company with partners who manage the business with great care and detail. The company is nimble, flexible, and able to react quickly to market shifts and to make timely decisions to service the customer.
- Low voltage & Electrical: Extensys can deliver customers a turn-key solution for IT projects that require low-voltage cabling and electrical services. It is Florida law that only state certified companies are permitted to pull low-voltage cabling.

Company History

Founded in 2002, Extensys, Inc. possesses a highly consultative method of working with our clients. Unlike some integrators who provide bios using a local office address but then use consultants who don't live in the area, we assign local experts. None of our engineers have less than 10 years of consulting experience and they hold the highest level of certifications, CCIE and CCNP Collaboration along with numerous other specializations. Our consultants have vast experience in large rollouts and support customers with as little as 5 locations to more than 70 with numerous international sites. Our consultants have worked and implemented solutions with tens of thousands of users. We are very unique in that we do not contract to outside companies for cable and electrical construction. Extensys has its own cable/electrical division and we hold a Florida State ES/EC license.

Extensys, Inc. has just completed an upgrade of the Cisco VoIP phone system for Laser Spine Institute from v8.5 to v10.x. Laser Spine Institute is one of the nation's leading minimally invasive spinal procedure surgery providers. Extensys, Inc. provided the original installation back in 2008 for the base system and contact center and have supported them ever since. Laser Spine has grown from one location to 7 nationwide.

Extensys, Inc. architected and provided professional services for Pinellas County Schools. The Cisco / Extensys voice solution consisted of 12,000 Cisco handsets and additional 20,000 endpoints for 150 separate locations. The solution provides life safety for 115,000 students and faculty.

Extensys, Inc. has been and always will be on the cutting edge of technology. Recently, we have successfully integrated a full Cisco VoIP system with intercom, emergency notification, and speaker technology. Our customer can control messaging through a central location and broadcast to all or defined locations. The implementation has replaced old analog technology for its sound and sign boards and is now fully digital. We believe this installation puts Extensys on the leading edge of Cisco's Internet of Things technology. Extensys, Inc. has the following certifications:

- Premier Cisco Partner
- Advanced Collaboration Architecture Specialization
- Advanced Unified Computing Technology Specialization
- Advanced IoT – Connected Safety & Security Specialization

Form 7.1 – Bid Submittal Checklist

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor's Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Authorized Signatures/Negotiators
- ☒ Form 7.8 – Statement of Vendor's Qualifications
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Form 7.11 – Vendor Application
- ☒ W-9 Form
- ☒ Form 7.12 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Bid Bond
- ☒ Copy of Certificate of Insurance
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: Extensys, Inc.
Name of Business


Authorized Signature

NOVEMBER 14, 2016
Date

This document must be completed and returned with your Submittal

Form 7.2 – Vendor’s Acknowledgement

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

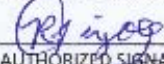
I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Extensys, Inc.

NAME OF BUSINESS


AUTHORIZED SIGNATURE

Roland Feijoo, CEO

NAME, TITLE, TYPED

61-1406539

FEDERAL IDENTIFICATION #

253 Pine Avenue North

MAILING ADDRESS

Oldsmar, FL 34677

CITY, STATE & ZIP CODE

(813) 855-3909 / (813) 855-3922

TELEPHONE NUMBER / FAX NUMBER

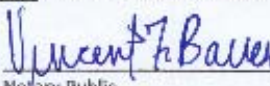
roland.feijoo@extensysinc.com

E-MAIL ADDRESS

STATE OF **Florida** COUNTY OF **Pinellas**

The foregoing instrument was acknowledged before me this 14th day of November, 2016 by Roland Feijoo, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: **June 10, 2018**


Notary Public



VINCENT F. BAUER
MY COMMISSION # FF 184279
EXPIRES: June 10, 2018
Bonded thru Budget Notary Services

This document must be completed and returned with your Submittal

ITB 17 ## Title

Page 48 of 77

Form 7.3 – Addendum and Change Order Procedure Acknowledgement

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 11/16/2016 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Extensys, Inc.

Name of Business

By: Roland Feijoo

Printed Name: **Roland Feijoo**

Title: **CEO**

STATE OF Florida

COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me this 16th day of November, 2016, by Roland Feijoo, as CEO of

Extensys, Inc.

[NAME OF ORGANIZATION]

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



VINCENT F. BAUER
MY COMMISSION # FF 124273
EXPIRES: June 10, 2018
Deeded Tulu Budge Primary Services

This document must be completed and retained with your Submittal

Vincent F. Bauer

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Vincent F. Bauer

124273 / June 10, 2018

Form 7.4 – Drug Free/Tie Preference Statement

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

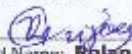
In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Extensys, Inc.

Name of Business

By: 

Printed Name: **Roland Feijoo**

Title: **CEO**

STATE OF **Florida**

COUNTY OF **Pinellas**

Sworn to (or affirmed) and subscribed before me this **14th** day of **November**, 20**16**, by **Roland Feijoo**, as **CEO** of **Extensys, Inc.**

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

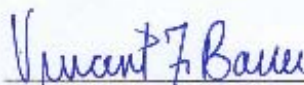


VINCENT F. BAUER

MY COMMISSION AFF 124273

EXPIRES: June 10, 2018

Bonded Third-Party Service


Notary Public, State of **Florida**

Vincent F. Bauer

124273 / June 10, 2018

Form 7.5 – Public Entity Crimes Statement

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Roland Feijoo, who, being by me first duly sworn, made the following statement:

1. The business address of Extensys, Inc. (name of Offeror or business) is
253 Pine Ave North, Oldsmar FL 34677.
2. My relationship to Extensys, Inc. (name of Offeror or business) is
CEO (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Extensys, Inc.

Name of Business

By: Roland Feijoo

Printed Name: Roland Feijoo

Title: CEO

STATE OF Florida

COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me this 14th day of November, 2016, by
Roland Feijoo, as CEO of
Extensys, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Vincent F. Bauer

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Vincent F. Bauer
124273 / June 10, 2018

NOTARY PUBLIC
VINCENT F. BAUER
MY COMMISSION # IS 124273
EXPIRES: June 10, 2018
Notary Public, State of Florida

Form 7.6 – Affidavit of Anti-Collusion

FORM 7.6 – ANTI-COLLUSION FORM

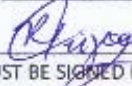
ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Extensys, Inc.

SIGNED BY: 

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Roland Feijoo

TITLE: CEO

ADDRESS: 253 Pine Avenue North

CITY: Oldsmar STATE: FL ZIP CODE: 34677

TELEPHONE: (813) 855-3909 FAX: (813) 855-3922

COMPLETION TIME: 12:00pm EST.

F.E.I.N. NUMBER: 61-1406539

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

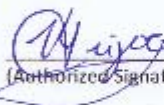
This document must be completed and returned with your Submittal

Form 7.7 – Authorized Signatures / Negotiators

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
<u>Roland Feijoo</u>	<u>CEO</u>	<u>(813) 855-3909</u>
<u>Steve Gorham</u>	<u>VP Delivery</u>	<u>(813) 403-5528</u>
<u>Christopher Jordan</u>	<u>VP Technology</u>	<u>(813) 855.3909</u>
<u> </u>	<u> </u>	<u> </u>


(Authorized Signature)

This document must be completed and returned with your Submittal

Form 7.8 – Statement of Vendors Qualifications

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

This document must be completed and returned with your Submittal

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. Extensys, Inc.
- B. Permanent main office address. 253 Pine Avenue, Oldsmar FL 34677
- C. Date organized. February 2002
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 14 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Attached.
- G. General character of work performed by your company. Computer infrastructure consulting and integration
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? No
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None.
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached.
- K. List your major equipment currently owned or leased. See attached.
- L. Experience in work similar to this type of project. 14 years.
- M. Background and experience of the principal members of your organization, including the officers. See attached.
- N. Credit currently available: \$250,000.00
- O. Give bank reference: SunTrust Bank, Inc., 401 E. Jackson St., Tampa, FL 33602
Phone: 813.224.2149 Lisa Joseph lisa.joseph@SunTrust.com
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes.

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Extensys, Inc.

Name of Business

By: R. Feijoo

Printed Name: Roland Feijoo

Title: CEO

STATE OF Florida

COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me this 14th day of November, 2016, by
Roland Feijoo, as CEO
of Extensys, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



VINCENT F. BAUER
MY COMMISSION # FF 124273
EXPIRES: June 10, 2018
Bonds Through Notary Services

Vincent F. Bauer

Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration:

Vincent F. Bauer
124273 / June 10, 2016

This document must be completed and returned with your Submittal

Form -7.8 - Attachments

F. Contracts on Hand

Contract	Amount	Date of Completion
City of Clearwater	\$950,000.00	December 2016
Pinellas County Schools wireless. New technology	\$1,600,000.00	June 2017
Pinellas County Schools Cisco VoIP Hardware, Maintenance, and software	\$3,500,000.00	December 2019

J. List of Projects

Project	Cost	Date Completed
Pinellas County Schools Wireless Initial deployment	\$2,000,000.00	May 2016
City of Miami – Nexus install	\$135,000.00	November 2016
Polk County Sheriff – Firewalls	\$10,000.00	October 2016
City of Tampa – Wifi network	\$20,000.00	November 2016

K. List of Equipment

Privately Owned Office and Data Center
Juniper Switching
HP Switching
Multiple Cisco UCS Servers
EMC SAN
HP SAN
Triplite Data Center Battery Backup Array
50 KVA Generac Generator (full facility power backup)

M. Background of Principals

Principal	Background
Roland Feijoo	Roland Feijoo is an Electronic Engineering graduate of Canada's oldest technology college, Radio College of Canada. Following graduation, he started his career in Information Technology with Canada's Bank of Montreal. Spending a total of 15 years in various technical and management positions within the Canadian Banking Sector. With thirty years of experience Roland Feijoo has held key positions in IT firms and designed business-driven solutions in some of North America's most complex, large-scale high-volume secure driven networks. A former speaker at Comdex the world's largest computer show. Mr. Feijoo was the director of Network Security for one Canada's Largest Banks; he was a key factor in bringing VeriSign into Canada. Roland Feijoo was a core resource in the formation of Intria-HP, what eventually became Hewlett Packard's largest outsourcing deal of the 90's. Moving to Florida in 2000, he was responsible for creating a new network division for Dimension Data one of Cisco Systems largest worldwide resellers. In year one he built revenue from approx 500k up to nearly 10 million. Mr. Feijoo founded

	Extensys, Inc. in 2002. The company turned black in six weeks. Extensys, Inc. now has aprox 40 full-time employees, offices in Miami and HQ in Tampa; Extensys, Inc. enjoys eight-digit revenue numbers, solid profits and boasts zero debt.
Brian Hamm	Mr. Hamm has worked in the Computer Networking industry since 1991. During the last 10 years at Extensys Mr. Hamm has worked with many customers designing and troubleshooting both wired and wireless networks including architecting and leading a global deployment of Cisco wireless for Lucent Technologies as well as a multisite solution with Network Access Control integration for Hillsborough County Government. Prior to Extensys Mr. Hamm built data networks for call centers for AT&T and was responsible for network services for Lucent's DMZ and Corporate Data Center. His experience ranges from, low level protocol analysis to technical product evaluations to project management. Mr. Hamm's strong protocol analysis skills have enabled him to troubleshoot complex networking problems in multi-vendor environments. With the broad range of equipment, design, and implementation experience, Mr. Hamm is able to help clients reach their networking technology goals and service demands for Extensys
Greg Renner	Mr. Renner has enjoyed a 17-year career in the Computer Networking industry. His background includes being certified as a CCIE with Cisco, project experience with a wide variety of hardware and software platforms. Mr. Renner has demonstrated the ability to design, implement, and troubleshoot complex environments involving Cisco and HP networking equipment. Mr. Renner started his career seventeen years ago at the New York Stock Exchange as a Telecommunications Specialist, his training and experience has evolved with the demands of the field. The floor of the NYSE afforded him the experience of working under high pressure with great attention to detail on networks that were relied upon worldwide. His career path led him to the Department of the Treasury, where he designed, configured, and deployed networks that were heavily relied upon for speed, security and accuracy. As Senior Consultant for Dimension Data and Premier Systems, Mr. Renner was able to utilize this extensive experience to meet the demands of companies of all sizes. With the broad range of equipment, design, and implementation experience, Mr. Renner is able to help clients reach their networking technology goals and service demands for MDIntellesys
Chris Jordan	Graduate of Florida Atlantic University with a BS in Computer Science. Holder of certifications with Microsoft, HP, Compaq, Sun Micro, and EMC. Prior to Extensys, Chris was a solutions architect for a global systems integrator and held the roles of developer, pre-sales technical support and project manager for several software development firms. Over 20 years experience in the computer industry and currently severing as Vice President of Technology.

Form -7.9 – Professional References for Previous Experience

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: City of Clearwater
 Contact Person: Sabrina Chute
 City, State: Clearwater, FL
 Telephone Number: 727.562.4671
 Email Address: sabrina.chute@myclearwater.com
 Description of goods or
 Services provided: Network Equipment refresh
 Contract Amount: \$950,000.00
 Start/End Date of Contract: June 2016 thru December 2016
2. Company Name: Pinellas County School Board
 Contact Person: David Galvin
 City, State: Largo, FL
 Telephone Number: 727-588-6059 x80046059
 Email Address: galvind@pcsb.org
 Description of goods or
 Services provided: Cisco Network, Wireless Switches, devices, and installation
 Contract Amount: \$1,600,000.00
 Start/End Date of Contract: July 2015 thru June 2017
3. Company Name: Saint Leo University
 Contact Person: Darren Cooper
 City, State: Saint Leo, FL
 Telephone Number: (352) 588-8200
 Email Address: darren.cooper@saintleo.edu
 Description of goods or
 Services provided: Purchase and replacement of Cisco Core switches
 Contract Amount: \$40,000.00
 Start/End Date of Contract: March 2016 - October 2016

This document must be completed and returned with your Submittal.

Form 7.10 – Listing of Subcontractors

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: We do not use subcontractors

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

Form 7.11 – Vendor Application

FORM 7.11 – VENDOR APPLICATION



City of Port Orange

City of Port Orange Vendor Application

Date: 11/16/2016

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: Extensys, Inc.

ADDRESS: 253 Pine Avenue North

CITY: Oldsmar STATE: FL ZIP CODE: 34677

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): (813) 855-3909 FAX # (813) 855-3922

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: Roland Feijoo

TITLE: CEO

FEDERAL I.D. (F.E.I.N.) # 61-1406539

E-MAIL ADDRESS: roland.feijoo@extensysinc.com

(Authorized Company Representative)

COMPANY STATUS:

INCORPORATED: ☒ Y ☐ N State Incorporated: Florida Year: 2002

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☒ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and Insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO): All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I **certify** that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: 
Printed/Types Name: Roland Feijoo Title: CEO
Commodity/Services Computer Infrastructure equipment, VoIP equipment, IT consulting services
Low Voltage wiring, electrical contracting and equipment.

This document must be completed and returned with your Submittal

W-9 - Form

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																																						
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Extensys, Inc.																																																								
2 Business name/disregarded entity name, if different from above																																																								
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single member owner. ☐ Other (see instructions) ▶ _____																																																								
4 Exemptions (boxes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																								
5 Address (number, street, and apt. or suite no.) 253 Pine Avenue North, Bldg. B		Requester's name and address (optional)																																																						
6 City, state, and ZIP code Oldsmar, FL, 34677																																																								
7 List account number(s) here (optional)																																																								
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Notes. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9">Social security number</td> </tr> <tr> <td style="width: 20%;"> </td> <td style="width: 20%;"> </td> <td style="width: 20%;"> </td> <td style="width: 20%;"> </td> <td style="width: 20%;"> </td> <td style="width: 20%;"> </td> <td style="width: 20%;"> </td> <td style="width: 20%;"> </td> <td style="width: 20%;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">OR</td> </tr> <tr> <td colspan="9">Employer identification number</td> </tr> <tr> <td style="width: 20%;">6</td> <td style="width: 20%;">1</td> <td style="width: 20%;">-</td> <td style="width: 20%;">1</td> <td style="width: 20%;">4</td> <td style="width: 20%;">0</td> <td style="width: 20%;">6</td> <td style="width: 20%;">5</td> <td style="width: 20%;">3</td> </tr> <tr> <td colspan="9"></td> </tr> </table>			Social security number																		OR									Employer identification number									6	1	-	1	4	0	6	5	3									
Social security number																																																								
OR																																																								
Employer identification number																																																								
6	1	-	1	4	0	6	5	3																																																
Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																								
Sign Here Signature of U.S. person ▶ Date ▶ 2/25/2016																																																								
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: - Form 1099-INT (interest earned or paid) - Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) • Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you: - Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). - Certify that you are not subject to backup withholding, or - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																																								

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

Form 7.12 – Local Business Affidavit of Eligibility

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB #16-31

BUSINESS NAME: Extensys, Inc.

CONTACT PERSON/TITLE: Camille Taber / Account Manager

MAILING ADDRESS: 253 Pine Avenue

CITY-STATE-ZIP: Oldsmar - FL - 34677

Length of Time at Address Provided: 5 years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): 61-1406539

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: (813) 855-3909 FAX: (813) 855-3922

EMAIL: camille.taber@extensysinc.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Roland Feljoo who, after being sworn according to law, stated that he or she was authorized to represent Extensys, Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Vincent F. Bauer

SIGNATURE OF NOTARY PUBLIC

THIS 14th DAY OF November, 20 16

My Commission Expires: June 10, 2018

Roland Feljoo

SIGNATURE OF AFFIANT

11/14/2016

DATE

Roland Feljoo / CEO

PRINTED NAME OF AFFIANT / TITLE

Extensys, Inc.

COMPANY

NOTARY SEAL



VINCENT F. BAUER
MY COMMISSION # FF 124273
EXPIRES: June 10, 2018
Bonded thru Budget Notary Services

This document must be completed and returned with your Submittal

Local Business Tax Receipt

Type: COMPUTER (ALL OTHER)	CITY OF OLDSMAR 100 STATE STREET WEST, OLDSMAR, FL 34677 Phone: 813-749-1123 LOCAL BUSINESS TAX RECEIPT Fiscal Year 2017 Expires: October 01, 2017	Vendor: 11732.1
Owner: EXTENSYS, INC (813)855-3909		Issued: 08/01/2016 Tax: \$75.00
Business 253 PINE AVE N Address: OLDSMAR FL 34677-4630		<u>STE</u> Authorized Signature
Name: EXTENSYS, INC Mailing 253 PINE AVE N BLDG B Address: OLDSMAR FL 34677-4630	Issuance and retention of this receipt is contingent upon receipt holder's compliance with the City of Oldsmar Code of Ordinances. The City reserves the right to inspect business premises LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AND IS NON-REFUNDABLE Applicant	

Attachment 1 – Bid Proposal

Bid Proposal Notes:

1. For line item 15 (Cisco IP Phone 7942G).
This item is now in an End of Sale / End of Life status with Cisco and inventory will not always be available.
Extensys recommends the Cisco IP phone 8811 as a compatible alternative.
We were able to enter the price but could not change the description field.
2. For line item 16 (Cisco IP Phone 7962G).
This item is not in an End of Sale / End of Life status with Cisco and inventory will not always be available.
Extensys recommends the Cisco IP Phone 8841 as a compatible alternative.
We were able to enter the price but could not change the description field.
3. Extensys notes that life time warranty cannot be purchased through Cisco on refurbished equipment.

Copy of Insurance Certificate for Liability

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 6/9/2016																						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																										
PRODUCER Vermost & Associates, LLC 1120 Belcher Rd S Suite 1 Largo FL 33771			CONTACT NAME: Nancy Roberts PHONE (A/C, No. Ext.): (727) 748-2886 FAX (A/C, No.): (727) 577-4991 E-MAIL ADDRESS: nroberts@vermost.com																							
INSURED Extensys Inc 253 Pine Ave N Bldg B Oldsmar FL 34677-4630			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A</td> <td>Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B</td> <td>Progressive Express Insurance Co</td> <td>10193</td> </tr> <tr> <td>INSURER C</td> <td>Beasley Insurance Company Inc.</td> <td>37540</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Hartford Fire Insurance Company	19682	INSURER B	Progressive Express Insurance Co	10193	INSURER C	Beasley Insurance Company Inc.	37540	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																								
INSURER A	Hartford Fire Insurance Company	19682																								
INSURER B	Progressive Express Insurance Co	10193																								
INSURER C	Beasley Insurance Company Inc.	37540																								
INSURER D:																										
INSURER E:																										
INSURER F:																										
COVERAGES		CERTIFICATE NUMBER: CL166904783		REVISION NUMBER:																						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																										
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	SUBR	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
A	☒ COMMERCIAL GENERAL LIABILITY	X		21UBCRV7034	1/6/2016	1/6/2017	EACH OCCURRENCE \$ 1,000,000																			
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000																			
							MED EXP (Any one person) \$ 10,000																			
							PERSONAL & ADV INJURY \$ 1,000,000																			
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000																			
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMFOP AGG \$ 2,000,000																			
	OTHER:						Employee Benefits \$ 500,000																			
B	AUTOMOBILE LIABILITY			02289522-3	7/3/2016	7/3/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000																			
	☐ ANY AUTO	☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	BODILY INJURY (Per person) \$																							
	☐ ALL OWNED AUTOS		BODILY INJURY (Per accident) \$																							
	☐ HIRED AUTOS		PROPERTY DAMAGE (Per accident) \$																							
							CDLEX \$																			
A	☒ UMBRELLA LIAB			21URUT19778	1/6/2016	1/6/2017	EACH OCCURRENCE \$ 5,000,000																			
	☐ EXCESS LIAB						AGGREGATE \$																			
	☐ DED ☒ RETENTION \$ 10,000																									
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE \$																			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$																			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYER \$																			
							E.L. DISEASE - POLICY LIMIT \$																			
C	PROFESSIONAL LIABILITY			V10B41160701	6/3/2016	6/3/2017	OCCURRENCE \$1,000,000																			
			AGGREGATE \$1,000,000																							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Computer Consulting & Cable Installation The City of Port Orange, Florida is additional insured as per written contract.																										
CERTIFICATE HOLDER				CANCELLATION																						
(386) 506-5711 City of Port Orange, Florida Diana M. Fye, CPPB, FCPA 1000 City Center Circle 1000 City Center Ci, FL 32129				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sue Lockett/ROBENA <i>Sue Lockett</i>																						

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)
INS025 (2014/01)

The ACORD name and logo are registered marks of ACORD

Copy of Certificate of Workers Compensation Insurance

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/15/2016														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	CONTACT NAME: Risk Management Department PHONE (A/C, No, Ext): (888) 443-8489 FAX (A/C, No): (800) 889-0021 E-MAIL: wrk.corn@tinet.com ADDRESS:															
INSURED TriNet HR Corporation and all its affiliates and subsidiaries* Extensys, Inc. (Endorsed as alternate employer) 9000 Town Center Parkway Bradenton, FL 34202	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; font-size: x-small;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left; font-size: x-small;">NAIC #</th> </tr> </thead> <tbody> <tr><td>INSURER A: Commerce & Industry Inc. Co</td><td>19418</td></tr> <tr><td>INSURER B: Illinois National Ins Co</td><td>23817</td></tr> <tr><td>INSURER C: Ins Co State of Penn</td><td>18429</td></tr> <tr><td>INSURER D: Natl Union Fire Ins Co of Pittsburgh, PA</td><td>19446</td></tr> <tr><td>INSURER E: New Hampshire Ins Co</td><td>23841</td></tr> <tr><td>INSURER F:</td><td></td></tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Commerce & Industry Inc. Co	19418	INSURER B: Illinois National Ins Co	23817	INSURER C: Ins Co State of Penn	18429	INSURER D: Natl Union Fire Ins Co of Pittsburgh, PA	19446	INSURER E: New Hampshire Ins Co	23841	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Commerce & Industry Inc. Co	19418															
INSURER B: Illinois National Ins Co	23817															
INSURER C: Ins Co State of Penn	18429															
INSURER D: Natl Union Fire Ins Co of Pittsburgh, PA	19446															
INSURER E: New Hampshire Ins Co	23841															
INSURER F:																
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested																
INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS									
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ PRODUCTS/COMPLETED OPS ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMPPOP AGG \$									
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$									
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N		064568312 (FL)	07/01/2016	07/01/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 9GW2 / MQC Coverage applies only to those employees leased to but not subcontractors of Extensys, Inc.																
* TriNet HR Corporation and all affiliated entities as covered by the insurer(s) listed above																
CERTIFICATE HOLDER				CANCELLATION												
City of Port Orange Attn: Diana M. Fye, CPPB, FCPA Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager 1000 City Center Circle Port Orange, FL 32119				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc.												

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

© 1988-2014 ACORD CORPORATION. All rights reserved.

Copy of Florida SUNBIZ Form

← → ↻ search.sunbiz.org/Inquiry/CorporationSearch/Sea

Apps & Dun & Bradstreet Cr... Small Business Hom... Cisco Email Se

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS  www.Sunbiz.org

Home Contact Us E-Filing Services Document Sea

[Previous On List](#) [Next On List](#) [Return to List](#)

No Events **No Name History**

Detail by Entity Name

Florida Profit Corporation

EXTENSYS, INC.

Filing Information

Document Number	P02000015579
FEI/EIN Number	61-1406539
Date Filed	02/11/2002
State	FL
Status	ACTIVE

Principal Address

253 PINE AVE N, BLDG B
OLDSMAR, FL 34677

Changed: 10/24/2008

Mailing Address

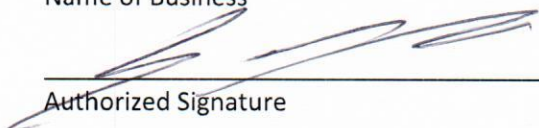
ITEM #	DESCRIPTION	QTY	UNIT	NEW PRICE	REFURBISHED PRICE	MAINTENANCE PRICE (1 YEAR - APPLIES TO NEW EQUIPMENT ONLY)	NEW TOTAL	REFURBISHED TOTAL
LAYER 2 / LAYER 3 SWITCHES								
1	Cisco Catalyst 2960XR-48FPS-I 48 Port / 4 SFP / IP LITE / 740W	1	EA	\$ 5,529.42		\$ 835.30	\$ 6,364.72	\$ -
2	Cisco Catalyst 2960XR-48FPD-I 48 Port / 2 SFP+ / IP LITE / 740W	1	EA	\$ 6,327.90		\$ 954.88	\$ 7,282.78	\$ -
3	Cisco Catalyst 2960X-48FPS-L 48 Port / 4 SFP / LAN BASE / 740W	1	EA	\$ 3,087.70		\$ 567.11	\$ 3,654.81	\$ -
4	Cisco Catalyst 2960X-48FPD-L 48 Port / 2 SFP+ / LAN BASE / 740W	1	EA	\$ 3,743.16		\$ 688.40	\$ 4,431.56	\$ -
5	Cisco Catalyst WS-C3650-48FQ 48 Port / 4 SFP+ / IP SERVICES / 775W	1	EA	\$ 9,316.93		\$ 1,713.31	\$ 11,030.24	\$ -
6	Cisco Catalyst WS-C3650-48FS 48 Port / 4 SFP / IP SERVICES / 775W	1	EA	\$ 8,936.42		\$ 1,498.08	\$ 10,434.50	\$ -
7	Cisco Catalyst WS-C3560CX-12PD-S 12 Port / 2 SFP+ / IP BASE / 240W	1	EA	\$ 1,175.68		\$ 206.69	\$ 1,382.37	\$ -
ROUTERS								
8	Cisco 4451 Integrated Service Router	1	EA	\$ 9,244.58		\$ 2,535.67	\$ 11,780.25	\$ -
FIREWALLS/VPN								
9	Cisco ASA 5506-X FirePOWER Services Included	1	EA	\$ 858.59		\$ 162.28	\$ 1,020.87	\$ -
10	Cisco ASA 5508-X FirePOWER Services Included	1	EA	\$ 2,980.05		\$ 589.33	\$ 3,569.38	\$ -
11	Cisco ASA 5525-X FirePOWER Services Included	1	EA	\$ 7,979.01		\$ 1,573.23	\$ 9,552.24	\$ -
UCS SERVERS								
12	Cisco UCS C240 M4 Rack Server 2 Intel Xeon E5-2640 Processors 128GB DDR3 Memory 24 300GB 10K SAS Drives	1	EA	\$ 9,386.74		\$ 611.53	\$ 9,998.27	\$ -
IP PHONES								
13	Cisco IP Phone 8845	1	EA	\$ 327.95		\$ 24.77	\$ 352.72	\$ -
14	Cisco IP Phone 8811	1	EA	\$ 253.80		\$ 13.67	\$ 267.47	\$ -
15	Cisco IP Phone 7942G	1	EA	\$ 253.80		\$ 13.67	\$ 267.47	\$ -
16	Cisco IP Phone 7962G	1	EA	\$ 264.50		\$ 14.52	\$ 279.02	\$ -
TOTAL PROPOSAL FEE:							\$ 81,668.67	\$ -

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Authorized Signatures/Negotiators
- ☒ Form 7.8– Statement of Vendor’s Qualifications
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Form 7.11 – Vendor Application
- ☒ W-9 Form
- ☒ Form 7.12 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Bid Bond
- ☒ Copy of Certificate of Insurance
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Network Craze Technologies, Inc.
Name of Business



Authorized Signature

11/22/2016
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Network Craze Technologies, Inc.
NAME OF BUSINESS

[Signature]
AUTHORIZED SIGNATURE

Nicholas Froio, General Manager
NAME, TITLE, TYPED

26-4420582
FEDERAL IDENTIFICATION #

7037 Fly Road
MAILING ADDRESS

East Syracuse, NY 13057
CITY, STATE & ZIP CODE

800-505-2078 / 315-679-4277
TELEPHONE NUMBER / FAX NUMBER

nfroio@networkcraze.com
E-MAIL ADDRESS

STATE OF New York COUNTY OF Onondaga

The foregoing instrument was acknowledged before me this day of November 12, 2016 by Nicholas Froio, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 4/30/2019

[Signature]
Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 11/16/16 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Network Craze Technologies Inc
Name of Business

By: _____
Printed Name: Nicholas Froio

Title: General Manager

STATE OF New York
COUNTY OF Onondaga

Sworn to (or affirmed) and subscribed before me this 22nd day of NOV, 2016 by
Nicholas Froio as General Manager of
(NAME) (TITLE)
Network Craze Technologies, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Rosemary S. Backenstross
Notary Public, State of New York

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

ROSEMARY SIMEK - Backenstross
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4782280
My Commission Expires March 30, 2019
Paul

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Network Creze Technologies Inc
Name of Business

By: _____
Printed Name: Nicholas Froio
Title: General Manager

STATE OF New York
COUNTY OF Onondaga

Sworn to (or affirmed) and subscribed before me this 22nd day of NOV., 2016, by
Nicholas Froio, as General Manager of
(NAME) (TITLE)
Network Creze Technologies, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Rosemary S. Backenstoss
Notary Public, State of New York

Printed, typed or stamped name, commission and expiration:

ROSEMARY SIMEK - Backenstoss
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4782280
My Commission Expires March 30, 2019

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Nicholas Froio, who, being by me first duly sworn, made the following statement:

1. The business address of Network Craze Technologies, Inc. (name of Offeror or business) is 7037 Fly Road East Syracuse, NY 13057.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Network Craze Technologies, Inc.
Name of Business

By: _____
Printed Name: Nicholas Froio
Title: General Manager

STATE OF New York
COUNTY OF Onondaga

Sworn to (or affirmed) and subscribed before me this 22nd day of Nov., 2016, by
Nicholas Froio, as General Manager of
Network Craze Technologies, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Rosemary S. Backenstross
Notary Public, State of New York

Printed, typed or stamped name, commission and expiration:

ROSEMARY SIMEK - Backenstross

Notary Public in the State of New York
Qualified in Onondaga Co. No. 4782280
My Commission Expires April 2019

FORM 7.6 – ANTI-COLLUSION FORM

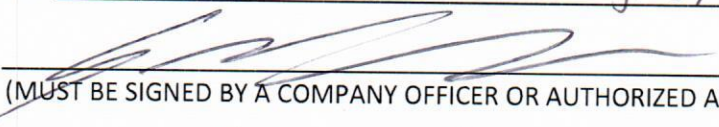
ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Network Craze Technologies, Inc.

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Nicholas Froio

TITLE: General Manager

ADDRESS: 7037 Fly Road East Syracuse

CITY: ^ STATE: NY ZIP CODE: 13057

TELEPHONE: ~~FAX~~ 800-505-2078

COMPLETION TIME: 11/22/2016

F.E.I.N. NUMBER: 26-4420582

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Phone #

800-505-2078

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

This document must be completed and returned with your Submittal

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. Network Craze Technologies, Inc
- B. Permanent main office address. 7037 Fly Road East Syracuse, NY 13057
- C. Date organized. February 2008
- D. If a corporation, where incorporated. New York
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 8
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
0
- G. General character of work performed by your company.
Technology equipment
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
NO
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
None
- I. Have you ever defaulted on a contract? If so, where and why?
NO
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
multiple large state and local projects. Additional
- K. List your major equipment currently owned or leased. information available upon request.
None
- L. Experience in work similar to this type of project.
Extensive experience with Cisco and technology products.
- M. Background and experience of the principal members of your organization, including the officers.
Extensive technology experience.
- N. Credit currently available: \$ 1,000,000
- O. Give bank reference: Citizen's Bank
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
Yes.

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Network Craze Technologies Inc.
Name of Business

By: [Signature]
Printed Name: Nicholas Froio
Title: General Manager

STATE OF New York
COUNTY OF Onondaga

Sworn to (or affirmed) and subscribed before me this 22nd day of NOV., 2016, by
Nicholas Froio, as General Manager
of Network Craze Technologies, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Rosemary S. Backenstross

Notary Public, State of New York
Printed, typed or stamped name, commission
and expiration:

ROSEMARY SIMEK - Backenstross
Notary Public in the State of New York
Qualified in Onondaga Co. P.O. 4782280
My Commission Expires March 30, 2019
Paul

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.
(Do not include the City of Port Orange)

1. Company Name: City of Miramar
Contact Person: Joe Castelli
City, State: Miramar, Florida
Telephone Number: 954-602-3099
Email Address: jjcastelli@ci.miramar.fl.us
Description of goods or
Services provided: Cisco hardware and support
Contract Amount: N/A
Start/End Date of Contract: N/A
2. Company Name: Queen Anne's County
Contact Person: Jason Smith
City, State: Centreville, MD
Telephone Number: 410-758-0322
Email Address: jsmith@gac.com
Description of goods or
Services provided: Network hardware and cables
Contract Amount: N/A
Start/End Date of Contract: N/A
3. Company Name: City of St. Cloud
Contact Person: Roberto Smith
City, State: St. Cloud, FL
Telephone Number: 407-957-7383
Email Address: rsmith@stcloud.org
Description of goods or
Services provided: Cisco hardware
Contract Amount: N/A
Start/End Date of Contract: NA

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: None

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – VENDOR APPLICATION



**City of Port Orange
Vendor Application**

City of Port Orange

Date:

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: Network Craze Technologies, Inc.

ADDRESS: 7037 Fly Rd

CITY: East Syracuse STATE: NY ZIP CODE: 13057

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: PO Box 536538 Pittsburgh, PA 15253

TEL. # (including area code): (800) 505-2078 FAX # (315) 679-4277

SIGNATURE PERSON FILING APPLICATION: [Signature]

PRINTED NAME: Nicholas Froio

TITLE: General Manager

FEDERAL I.D. (F.E.I.N.) # 26-4420582

E-MAIL ADDRESS: nfroio@networkcraze.com
(Authorized Company Representative)

COMPANY STATUS:
INCORPORATED: ☒ Y ☐ N State Incorporated: NY Year: 2008

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☒ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: Nicholas Frolo

Title: General Manager

Commodity/Services IT/ Technology equipment

This document must be completed and returned with your Submittal

W-9 Form

Form W-9
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)
Network Craze Technologies, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, Partnership)*

☐ Other (see instructions)*

Address (number, street, and apt. or suite no.)
7037 Fly Road

City, state, and ZIP code
East Syracuse, NY 13057

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Employer identification number

26-4420582

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ^a

Date ^a

11/22/2016

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

NA

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____
My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

N/A

This document must be completed and returned with your Submittal

ITEM #	DESCRIPTION	QTY	UNIT	NEW PRICE	REFURBISHED PRICE	MAINTENANCE PRICE (1 YEAR - APPLIES TO NEW EQUIPMENT ONLY)	NEW TOTAL	REFURBISHED TOTAL
LAYER 2 / LAYER 3 SWITCHES								
1	Cisco Catalyst 2960XR-48FPS-I 48 Port / 4 SFP / IP LITE / 740W	1	EA	\$ -	\$ 3,300.00	\$ -	\$ -	\$ 3,300.00
2	Cisco Catalyst 2960XR-48FPD-I 48 Port / 2 SFP+ / IP LITE / 740W	1	EA	\$ -	\$ 4,300.00	\$ -	\$ -	\$ 4,300.00
3	Cisco Catalyst 2960X-48FPS-L 48 Port / 4 SFP / LAN BASE / 740W	1	EA	\$ -	\$ 1,995.00	\$ -	\$ -	\$ 1,995.00
4	Cisco Catalyst 2960X-48FPD-L 48 Port / 2 SFP+ / LAN BASE / 740W	1	EA	\$ -	\$ 2,450.00	\$ -	\$ -	\$ 2,450.00
5	Cisco Catalyst WS-C3650-48FQ 48 Port / 4 SFP+ / IP SERVICES / 775W	1	EA	\$ -	\$ 8,950.00	\$ -	\$ -	\$ 8,950.00
6	Cisco Catalyst WS-C3650-48FS 48 Port / 4 SFP / IP SERVICES / 775W	1	EA	\$ -	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00
7	Cisco Catalyst WS-C3560CX-12PD-S 12 Port / 2 SFP+ / IP BASE / 240W	1	EA	\$ -	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
ROUTERS								
8	Cisco 4451 Integrated Service Router	1	EA	\$ -	\$ 8,995.00	\$ -	\$ -	\$ 8,995.00
FIREWALLS/VPN								
9	Cisco ASA 5506-X FirePOWER Services Included	1	EA	\$ -	\$ 450.00	\$ -	\$ -	\$ 450.00
10	Cisco ASA 5508-X FirePOWER Services Included	1	EA	\$ -	\$ 1,295.00	\$ -	\$ -	\$ 1,295.00
11	Cisco ASA 5525-X FirePOWER Services Included	1	EA	\$ -	\$ 4,995.00	\$ -	\$ -	\$ 4,995.00
UCS SERVERS								
12	Cisco UCS C240 M4 Rack Server 2 Intel Xeon E5-2640 Processors 128GB DDR3 Memory 24 300GB 10K SAS Drives	1	EA	\$ -	\$ 24,975.00	\$ -	\$ -	\$ 24,975.00
IP PHONES								
13	Cisco IP Phone 8845	1	EA	\$ -	\$ 235.00	\$ -	\$ -	\$ 235.00
14	Cisco IP Phone 8811	1	EA	\$ -	\$ 160.00	\$ -	\$ -	\$ 160.00
15	Cisco IP Phone 7942G	1	EA	\$ -	\$ 95.00	\$ -	\$ -	\$ 95.00
16	Cisco IP Phone 7962G	1	EA	\$ -	\$ 110.00	\$ -	\$ -	\$ 110.00
TOTAL PROPOSAL FEE:							\$ -	\$ 70,005.00

BID BOND

BID BOND

Bond No.:

N/A

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

N/A

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No.: _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2016

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

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

PRODUCER OneGroup NY, Inc. 706 N. Clinton Street Syracuse NY 13204		CONTACT NAME: Miriam Bush PHONE (A/C, No, Ext): 315-413-4451 E-MAIL ADDRESS: mbush@bhlinsurance.com FAX (A/C, No): 315-457-7902															
INSURED Network Craze Technologies Inc. 7037 Fly Road East Syracuse NY 13057		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Property Cas. Co. of Amer</td><td>25674</td></tr><tr><td>INSURER B: The Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER C: Standard Security Life</td><td>69078</td></tr><tr><td>INSURER D: Travelers Indemnity Co. of Connecti</td><td>25682</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Travelers Property Cas. Co. of Amer	25674	INSURER B: The Travelers Indemnity Company	25658	INSURER C: Standard Security Life	69078	INSURER D: Travelers Indemnity Co. of Connecti	25682	INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Travelers Property Cas. Co. of Amer	25674																
INSURER B: The Travelers Indemnity Company	25658																
INSURER C: Standard Security Life	69078																
INSURER D: Travelers Indemnity Co. of Connecti	25682																
INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** 8733824**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ZLP41M229651615	2/1/2016	2/1/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
EACH OCCURRENCE	\$1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000																				
MED EXP (Any one person)	\$10,000																				
PERSONAL & ADV INJURY	\$1,000,000																				
GENERAL AGGREGATE	\$2,000,000																				
PRODUCTS - COMP/OP AGG	\$2,000,000																				
	\$																				
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA3F29264616TEC	2/1/2016	2/1/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ZUP91M463861615	2/1/2016	2/1/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$3,000,000	AGGREGATE	\$3,000,000		\$								
EACH OCCURRENCE	\$3,000,000																				
AGGREGATE	\$3,000,000																				
	\$																				
D	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A		HEUB6F61172316	3/14/2016	3/14/2017	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$1,000,000																				
C	NYS Disability Benefits			R14910000	1/1/2016	1/1/2017	Statutory														

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

CERTIFICATE HOLDER**CANCELLATION**City of Port Orange?
1000 City Center Cir
Port Orange FL 32129

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

AUTHORIZED REPRESENTATIVE



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: Yes

SUBJECT: (B8) Resolution No. 17-3 - Supplemental LAP Agreement McDonald Road Sidewalk

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 17-3, approving the Local Area Program (LAP) Supplemental Agreement and authorizing the Mayor and City Clerk to execute the Agreement and Resolution.

SUMMARY: During the 100% review cycle for the McDonald Road Sidewalk project FDOT required geotechnical analysis of the proposed gravity wall. City Council approved Change Order No. 2 to Traffic Engineering Data Solutions (TEDS) contract on January 10, 2017 to cover the additional fee for geotechnical services. The River2Sea TPO has agreed to fund 100% of the \$5,275 geotechnical engineering fees. With this increase in federal funding the City's share of the design cost decreases from 10% to 9.37%.

In accordance with the LAP Manual of Practice, the City's current LAP Agreement must be amended with a Supplemental Agreement to provide the additional money. The Supplemental Agreement also extends the expiration to April 30, 2017.

Project No.: OMI019
OMI019

Funding Account No.: 312-4310-541.63-97
312-4300-541.63-97

ATTACHMENTS:

1.	Reso. No. 17-3	Reso. No. 17-3.pdf
----	----------------	--------------------

Margaret Momberger
Wayne Clark
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 01/19/2017
Approved - 01/19/2017
Approved - 01/21/2017
Approved - 01/24/2017
Approved - 01/24/2017
Final Approval - 01/25/2017

RESOLUTION NO. 17-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT FPN NO. 435500-1-38-01; FOR THE MCDONALD ROAD SIDEWALK PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST TO THE AGREEMENT, RESPECTIVELY, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange desire to facilitate the Local Agency Program Supplemental Agreement for the McDonald Road Sidewalk project; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Port Orange to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement for the aforementioned project, FPN No. 435500-1-38-01.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange, Florida, hereby approves and authorizes the Mayor and City Clerk to make, execute, attest and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement for the project, FPN No. 435500-1-38-01, a copy of which is attached hereto as **Exhibit "A"**.

Section 2. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Exhibit "A"

525-010-32
PROGRAM MANAGEMENT
01/15

Page 1 of 3

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 435500-1-38-01 CONTRACT NO. G0073
--	---	--

The Florida Department of Transportation and the City of Port Orange desires to supplement the original Agreement entered into and executed on June 4, 2015 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Design Services for the McDonald Road Sidewalk Length 2,640 feet (0.5 miles)
Termini McDonald Road/Madeline Avenue from Sugar House Drive to 6th Street

Description of Work:

The project consists of designing a 5-ft wide sidewalk along the west side of McDonald Road/Madeline Avenue from Sugar House Drive to 6th Street. The total project length is approximately 0.5 miles. The project will include handrail, gravity wall, sodding, special emphasis crosswalk with LEDs, pedestrian landings, sections of 6-inch thick concrete, signing and pavement markings, and detectable warning surfaces. Sidewalks are to be designed with fiberglass rebar as required by the City of Port Orange Standard Construction requirements. All features are to adhere to current ADA guidelines. Mailbox and sprinkler relocation, private landscape removal, and modification/reconstruction of driveways will depend on final alignment chosen in design but are anticipated. All affected private property owners shall be coordinated with during the design phase. Removal of existing concrete pavement and sidewalk is required in select locations. Modification to existing drainage features including drainage structures and piping will be required. Ditch modification will be required but should avoid impacts to overall capacity. Replacing and extending pipe across 6th Street will involve open cut and asphalt patch. Coordination with utility companies is required in order to ensure utilities are not impacted. Permitting is not anticipated, however, an exemption verification letter shall be obtained from SJRWMD. R/W acquisition is to be avoided; however, coordination with one property owner will be required to determine whether an easement/right of way acquisition can be obtained to accommodate a 5-ft wide sidewalk adjacent to the property.

Reason for Supplement and supporting engineering and/or cost analysis:

1. **\$5,275.00** in federal funding is being added due to an increase in estimated design costs, specifically for the additional geotechnical work needed on this phase of the project, due to ensuring the one gravity retaining wall does not collapse under load. Said revision is reflected on the **ADJUSTED EXHIBIT "B" SCHEDULE OF FUNDING**, attached hereto and incorporated herein, as page 2.
2. Exhibit "E", Title VI Assurances, and Exhibit "F", Agency Resolution are all hereby incorporated into this Agreement, and attached hereto.
3. The amount of federal funding noted within Exhibit "1", Federal Financial Assistance (Single Audit Act), attached to this Amendment has been updated accordingly.
4. The Expiration of Agreement date noted in paragraph 2.02, page 2 of the original LAP Agreement has been extended twice in the course of the project, but now will be extended until April 30, 2017, pursuant to the concurred time extension request made by the Agency, due to the additional geotechnical work that needs to be done in this design phase.

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

Page 2 of 3

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 435500-1-38-01 CONTRACT NO. G0073
--	---	--

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
FY: <u>2014-2015</u>	<u>\$79,365.00</u>		<u>\$79,365.00</u>	<u>\$7,936.00</u>	<u>\$71,429.00</u>
FY: <u>2016-2017</u>		<u>\$5,275.00</u>	<u>\$5,275.00</u>		<u>\$5,275.00</u>
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Design Cost	\$79,365.00	\$5,275.00	\$84,640.00	\$7,936.00	\$76,704.00
Right-of-Way					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Construction Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Engineering and Inspection (CEI)					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total CEI Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Construction & CEI Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST OF THE PROJECT	\$79,365.00	\$5,275.00	\$84,640.00	\$7,936.00	\$76,704.00

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 435500-1-38-01 CONTRACT NO. G0073
--	---	--

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY CITY OF PORT ORANGE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Donald O. Burnette
Title: Mayor

By: _____
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest: _____
Name: Robin L. Fenwick
Title: City Clerk

Attest: _____
Name: _____
Title: Executive Secretary

Date: _____

Date: _____

Legal Review:

Margaret T. Roberts, City Attorney
See attached Encumbrance Form for date of funding approval by Comptroller.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40E
PROGRAM MANAGEMENT
OGC- 08/15
Page 1 of 2

Exhibit "E"
TITLE VI ASSURANCES

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

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40E
PROGRAM MANAGEMENT
OGC- 08/15
Page 2 of 2

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40F
PROGRAM MANAGEMENT
OGC - 08/15
Page 1 of 1

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
1/15
Page 1 of 1

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$76,704.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: Yes

SUBJECT: (B9) Resolution No. 17-4 - Budget Appropriation for LAP Agreement for North Spruce Creek Road Sidewalks (City Project OMI017)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-4.

SUMMARY: A budget appropriation is needed for the Local Agency Program (LAP) Agreement FPN: 435539-1-38-01 Contract No. G0I41 for design services for the North Spruce Creek Road Sidewalk from Nova Road to Angelina Court.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-4	Reso. No. 17-4.pdf
----	----------------	--------------------

Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 01/23/2017
Approved - 01/23/2017
Approved - 01/26/2017
Approved - 01/26/2017
Final Approval - 01/27/2017

RESOLUTION NO. 17-4

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING AND CAPITAL FUNDS TO BUDGET FOR
LOCAL AGENCY PROGRAM (LAP) AGREEMENT
FPN: 435539-1-38-01 CONTRACT NO. G0I41; SETTING
FORTH REVENUES AND EXPENDITURES; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved Local Agency Program (LAP) Agreement
FPN: 435539-1-38-01 Contract No: G0I41 for design services for the North Spruce Creek
Road sidewalk from Nova Road to Angelina Court; and

WHEREAS, the City Council desires to appropriate the funds related to various
operating and capital items, and to set forth, appropriate and change appropriations of
certain revenues and expense.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City operating and capital items are hereby
appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues
and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the
expenditures relating to such operations for the City during the current fiscal year effective
October 1, 2016 through September 30, 2017.

Section 3. Supplemental appropriations, reductions of appropriations,
emergency appropriations, and interdepartmental transfers of appropriations may be
effected by the City Council and the City Manager as deemed necessary in strict
compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of
Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

FY2017 Transportation Impact Fee Fund 312
Prepared: January 23, 2017
Finance: Lisa Pallante

	Budget Increase / (Decrease)
<u>Revenues:</u>	
State Grant - FDOT LAP Agreement FPN: 435539-1-38-01	\$ 63,054
*Contract No. G0I41	
*North Spruce Creek Road Sidewalk Design	
Total Revenues:	\$ 63,054
<u>Expenditures:</u>	
Public Works - Transportation	\$ 63,054
	-
	-
	-
Total Expenditures:	\$ 63,054

To budget for Local Agency Program (LAP) Agreement FPN: 435539-1-38-01 Contract No: G0I41 for design services for the North Spruce Creek Road Sidewalk from Nova Road to Angelina Court.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: Yes

SUBJECT: (B10) Resolution No. 17-5 - Application to Release Conservation Easement – 3821 Woodbriar Trail

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 17-5.

SUMMARY: Staff has received an easement vacation application for a Conservation Easement located at 3821 Woodbriar Trail. The easement does not affect the public's interest and is located along the Woodbriar Trail roadway frontage of the property. The property owner has made this request in connection with the proposed Elite Plaza site development.

The easement vacation application and legal description have been reviewed for completeness and accuracy. The easement was created in 1997 when the City required a conservation easement over all standard landscape buffer areas. This practice was discontinued years ago and is no longer necessary for the administration of standard landscape buffer areas which are governed by the Land Development Code. The site plan under review has the requisite number of plants and trees to meet the landscape buffer requirements as set forth in our Land Development Code. City staff has reviewed this request and has no outstanding concerns. The portion of the easement on the subject property described in the attached Exhibit "A", may be released.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-5	Reso. No. 17-5.pdf
2.	aerial photo	woodbriar aerial.pdf
3.	location map	woodbriar location.pdf
4.	legal description	woodbriar legal.pdf
5.	sketch and legal	woodbriar sketch and legal.pdf
6.	woodbriar easement	woodbriar easement.pdf

Chip Glor
Wayne Clark
Margaret Roberts
Shannon Balmer

Created/Initiated - 01/19/2017
Approved - 01/19/2017
Approved - 01/27/2017
Approved - 01/27/2017

Jake Johansson
Robin Fenwick

Approved - 01/27/2017
Final Approval - 01/27/2017

RESOLUTION NO.17-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELEASING AN INTEREST IN A PORTION OF A CONSERVATION EASEMENT LOCATED AT 3821 WOODBRIAR TRAIL ALONG THE ROADWAY FRONTAGE OF THE PROPERTY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST TO A RELEASE OF EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sun Glow Construction, Inc., a Florida corporation, (herein referred to as the "Sun Glow") is the record owner of Parcel No. 08-16-33-00-07-0015, according to the Warranty Deed recorded in Official Records Book 7182, Page 3000, Public Records of Volusia County, Florida; and

WHEREAS, Sun Glow has applied for the release of conservation easement located along the roadway frontage of said parcel (more accurately described and depicted on **Exhibit "1"**), in conjunction with the proposed construction of Elite Plaza site development; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to release easements within the City limits under constitutional home rule powers and Chapter 166, Florida Statutes (2016).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The interest of the City of Port Orange, Volusia County, Florida, in the conservation easement depicted and described on the attached **Exhibit "1"** is declared to be released, and any right, title and interest of the City of Port Orange in and to the attached easement hereby released is renounced and disclaimed. All other easements located along the roadway frontage of said parcel, not previously released shall remain in full force and effect.

Section 2. By application, acceptance and recording of certified copy of this Resolution and Partial Release of Easement, the Property Owner acknowledge and accept full and sole responsibility for any damage to any private improvement placed or constructed with the released area.

Section 3. This resolution shall become effective upon recording of a certified copy of this Resolution and the Partial Release in the Public Records of Volusia County, Florida.

MAYOR DONALD O. BURNETTE

ATTEST

Robin L. Fenwick, CMC, City Clerk

Adopted on the ____ day of _____, 2017

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

This Instrument Prepared By:
Shannon K. Balmer,
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange FL 32129

Portion of Parcel No. 08-16-33-00-07-0015

PARTIAL RELEASE OF CONSERVATION EASEMENT

THIS Partial release of Conservation Easement is made this _____ day of _____, 2017, by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, "City," and **SUN GLOW CONSTRUCTION**, a Florida corporation, located in Volusia County, Florida, mailing address: 230 N. Beach Street, Suite 4, Daytona Beach, FL 32114, "Sun Glow".

WITNESSETH:

WHEREAS, by instrument dated April 11, 1997, Robert B. White, Jr. ("Grantor"), did grant and convey unto the City of Port Orange, Florida ("Grantee"), a Conservation Easement recorded April 15, 1997, in Official Records Book 4193, Page 82, of the Public Records of Volusia County, Florida (hereinafter referred to as the "Easement"); and

WHEREAS, Sun Glow Construction, Inc. a Florida corporation is the successor to Grantor in title to the Property where a portion of the Easement is located; and

WHEREAS, the Conservation Easement is graphically depicted and legally described in Official Records Book 4193 at Pages 88 and 89 of the Public Records Volusia County, Florida; and

WHEREAS, Sun Glow has requested from the City a partial release of the Conservation Easement being legally described and graphically depicted on **Exhibit "A"** attached hereto, and made a part hereof.

NOW, THEREFORE, the City of Port Orange, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, and quit claim unto Sun Glow, their successors and assigns forever, of all the right, title, interest, claim and demand which the City acquired by virtue of that certain Conservation Easement recorded at Official Records Book 4193, Page 82, Public Records of Volusia County, Florida, a portion of which was released by Resolution No. 17-5, as to the following described lot, piece or parcel of land, sometimes identified by parcel number 6308-00-07-0015, situate, lying and being in the County of Volusia, State of Florida, and being more particularly described in **Exhibit "B"**, attached hereto and made apart hereof by reference.

Except for the property specifically released by this instrument, the City of Port Orange expressly reserves and retains all of its remaining easement rights and interests as set forth in the Conservation Easement referenced hereinabove.

IN WITNESS WHEREOF, the City, has executed this Partial Release of Conservation Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

CITY OF PORT ORANGE, FLORIDA
a Florida chartered municipal corporation

Witness: _____
Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Attest:

Witness: _____
Printed Name: _____

Robin L. Fenwick, CMC, City Clerk

Witness: _____
Printed Name: _____

Witness: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing **PARTIAL RELEASE OF CONSERVATION EASEMENT** was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, Mayor who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. He is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

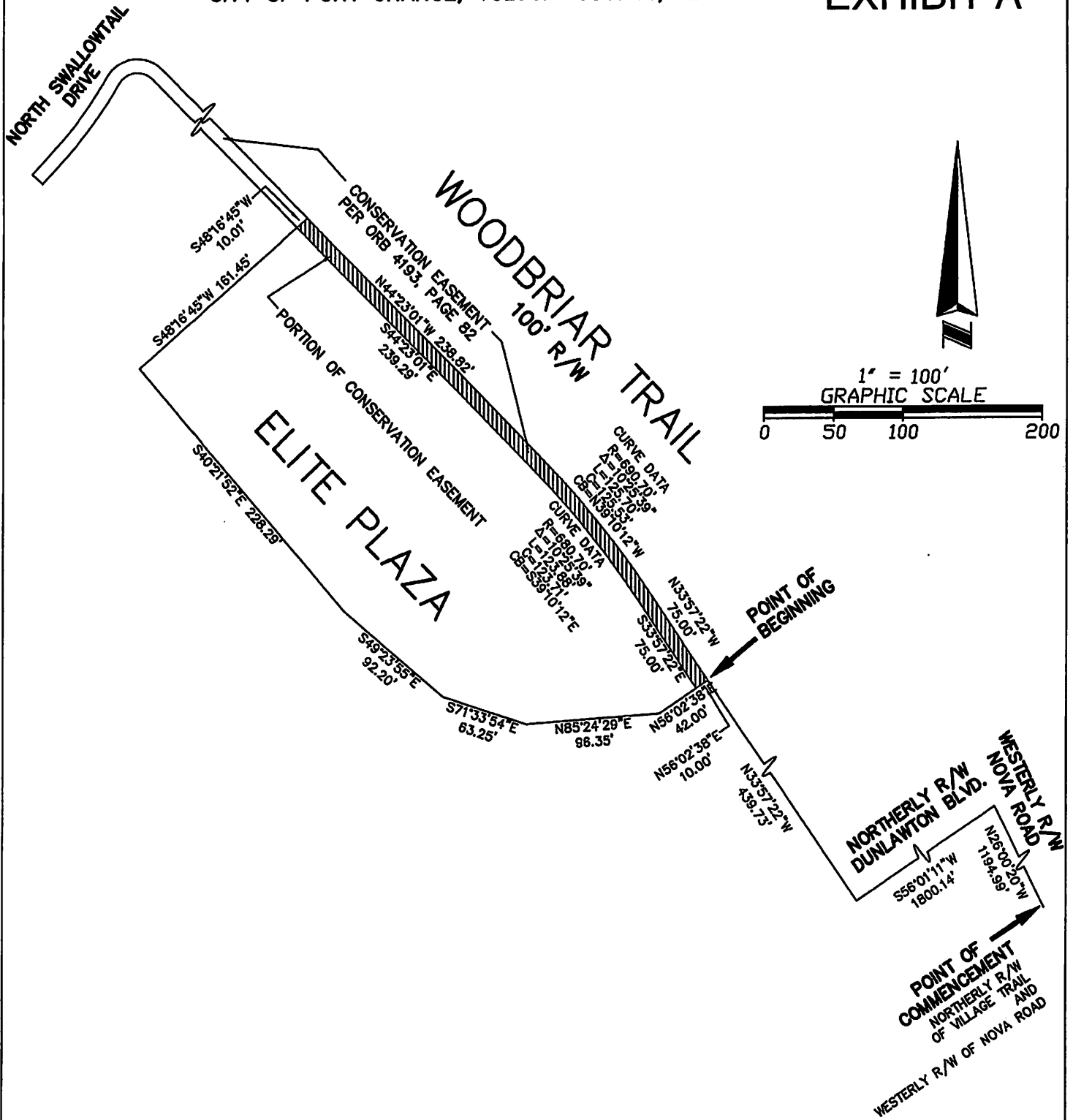
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing **PARTIAL RELEASE OF CONSERVATION EASEMENT** was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, City Clerk, who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. She is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration

SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

EXHIBIT A



SHEET 1 OF 2

EFIRD SURVEYING GROUP, INC.

476 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX: (386) 740-4166
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230

SPECIFIC PURPOSE
SKETCH OF DESCRIPTION

Survey Date: 1/4/2017 Drawing Number: 17-0011 Scale: 1"=100'
Drawn By: LE JR

For: ELITE PLAZA
CITY OF PORT ORANGE
SUNGLOW CONSTRUCTION

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE
CORRECT, TO THE BEST OF MY KNOWLEDGE AND
BELIEF, AND COMPLIES IN EVERY RESPECT WITH THE
STANDARDS OF PRACTICE AS SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND
MAPPERS IN CHAPTER 47, F.A.C., PURSUANT TO
SECTION 472.07, FLORIDA STATUTES.

LARRY R. EFIRD JR.
Professional Surveyor & Mapper No. 0082
1/4/2017

SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

DESCRIPTION: A PORTION OF A 10.00 FOOT WIDE CONSERVATION EASEMENT

A PORTION OF THE CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4193, PAGE 82, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL, AS PER PLAT OF COUNTRYSIDE P.U.D. UNIT III-A, AS FOUND IN PLAT BOOK 38, PAGES 156 AND 157, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA (SAID NORTHERLY RIGHT OF WAY OF VILLAGE TRAIL ALSO BEING THE NORTHERLY BOUNDARY OF SAID PLAT OF COUNTRYSIDE P.U.D. UNIT III-A) AND THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD (A 100 FOOT WIDE RIGHT OF WAY) ALSO KNOWN AS STATE ROAD 5-A, AS SHOWN ON SAID PLAT OF COUNTRYSIDE P.U.D., UNIT III-A; THENCE N26°00'20"W ALONG SAID WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AND DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL AND SAID NORTHERLY BOUNDARY OF COUNTRYSIDE P.U.D., UNIT III-A, A DISTANCE OF 1194.99 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD (A 200 FOOT WIDE RIGHT OF WAY) ALSO KNOWN AS STATE ROAD 415; THENCE S56°01'11"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD A DISTANCE OF 1800.14 FEET; THENCE N33°57'22"W DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD A DISTANCE OF 439.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N33°57'22"W ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF WOODBRIAR TRAIL (A 100 FOOT WIDE RIGHT OF WAY) A DISTANCE OF 75.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 690.70 FEET; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY BEING ALONG THE ARC OF SAID CURVE AND PASSING THROUGH A CENTRAL ANGLE OF 10°25'39" AND HAVING AN ARC LENGTH OF 125.70 TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF WOODBRIAR TRAIL N44°23'01"W A DISTANCE OF 238.82 FEET; THENCE DEPARTING THE RIGHT OF WAY LINE OF SAID WOODBRIAR TRAIL S48°16'45"W A DISTANCE OF 10.01 FEET; THENCE S44°23'01"E ALONG A LINE 10 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID RIGHT OF WAY LINE OF WOODBRIAR TRAIL A DISTANCE OF 239.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 680.70 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 10°25'39" AND HAVING AN ARC LENGTH OF 123.88 TO THE POINT OF TANGENCY; THENCE S33°57'22"E A DISTANCE OF 75.00 FEET; THENCE N56°02'38"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SHEET 2 OF 2

EFIRD SURVEYING GROUP, INC.

475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX: (386) 740-4166
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com

Certificate Of Authorization Licensed Business Number 7230

SPECIFIC PURPOSE
SKETCH OF DESCRIPTION

Survey Date 1/4/2017 Drawing Number 17-0011 Scale 1"=100' Drawn By LE JR

For ELITE PLAZA
CITY OF PORT ORANGE
SUNGLOW CONSTRUCTION

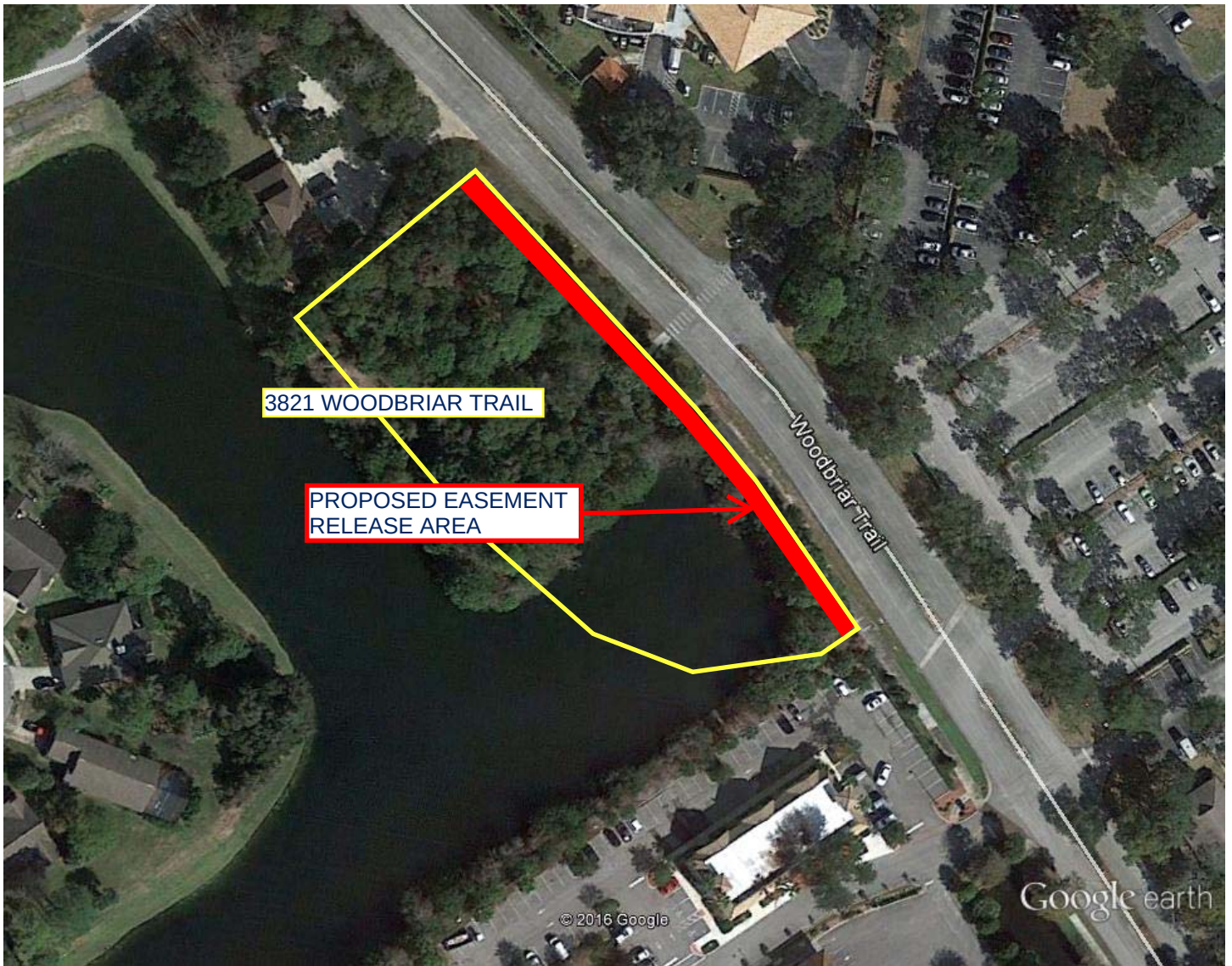
I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLES IN FORM WITH THE STANDARDS OF PRACTICE AS SET-FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 45/17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Surveyed & Drawn By [Signature] 1/4/2017
Professional Surveyor & Mapper No. 5085

EXHIBIT B

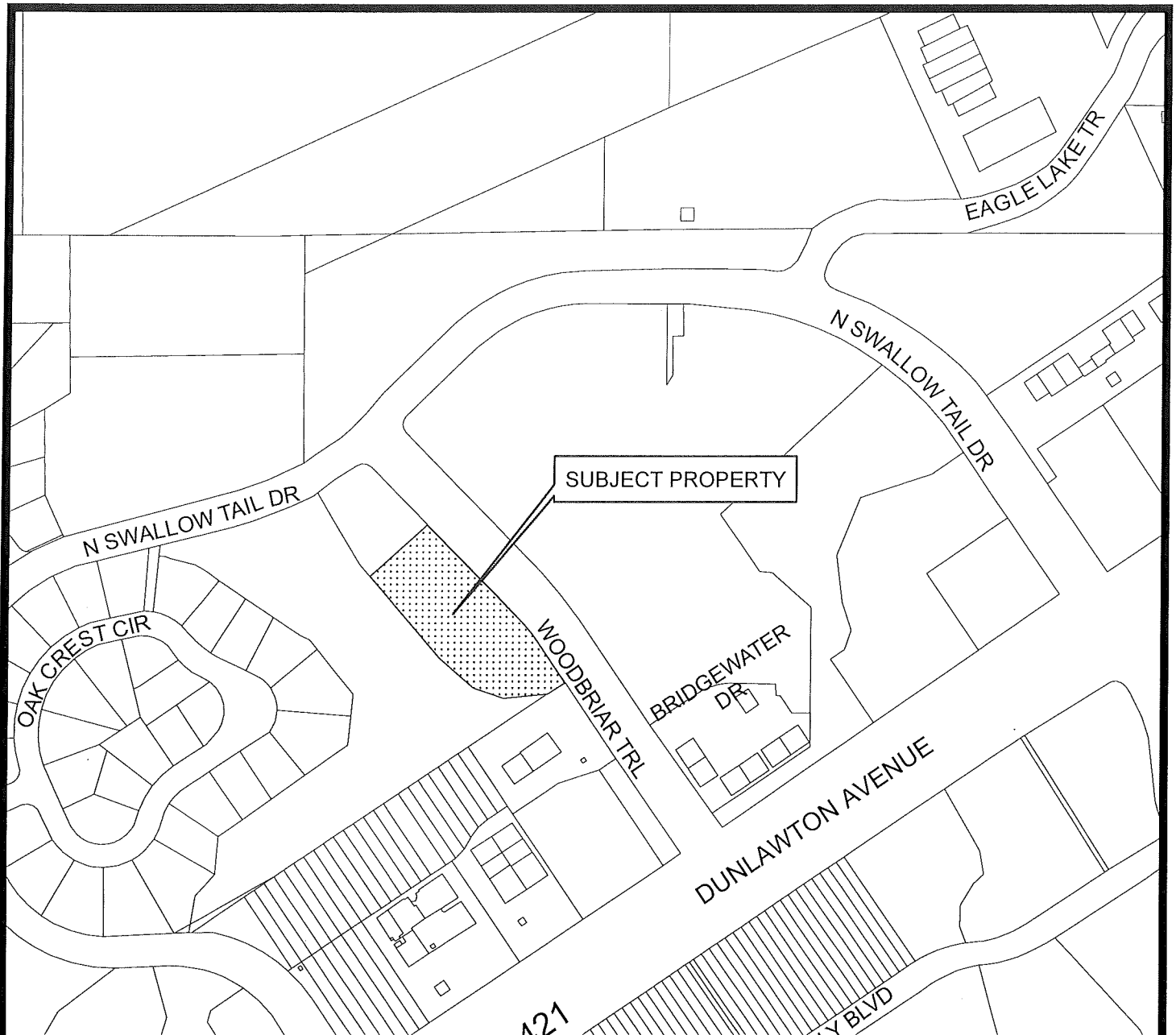
Parcel No. 08-16-33-00-07-0015

A parcel of land situated in the Southeast one-quarter of Section 8, Township 16, South, Range 33 East, Volusia County, Florida, being more particularly described as follows: From a point of reference being the intersection of the Northerly right of way line of Village Trail, as per Plat of Countryside P.U.D., Unit III-A, as found in Plat Book 38 on pages 156 and 157 among the Public Records of Volusia County, Florida (said Northerly right-of-way of Village Trail also being the Northerly boundary of said Plat of Countryside P.U.D. Unit III-A) and the Westerly right of way line of Nova Road (a 100 foot wide right of way, also known as State Road 5A, as shown on said Plat of Countryside P.U.D. Unit III-A, thence N. 26° 00' 20" W. along said Westerly right of way line of Nova Road and departing said Northerly right of way line of Village Trail and said Northerly boundary of Countryside P.U.D., Unit III-A, a distance of 1194.99 feet to a point in the Northerly right of way line of Dunlawton Boulevard (a 200 foot wide right of way) also known as State Road 415; thence S. 56° 01' 11" W. along said Northerly right of way line of Dunlawton Boulevard a distance of 1800.14 feet; thence N. 33° 57' 22" W. departing said Northerly right of way line of Dunlawton Boulevard a distance of 439.73 feet to the Point of Beginning of this description; thence S. 56° 02' 38" W. a distance of 42.00 feet; thence S. 85° 24' 29" W. a distance of 96.35 feet; thence N. 71° 33' 54" W. a distance of 63.25 feet; thence N. 49° 23' 55" W. a distance of 92.20 feet; thence N. 40° 21' 52" W. a distance of 228.29 feet; thence N. 48° 16' 45" E. a distance of 161.45 feet; thence S. 44° 23' 01" E. a distance of 238.82 feet to the point of curvature of a curve to the right, said curve having a radius of 690.70 feet; thence along the arc of said curve, passing through a central angle of 10° 25' 39" a distance of 125.70 feet to the point of tangency; thence S. 33° 57' 22" E a distance of 75.00 feet to the Point of Beginning of this description.



Google earth





Case No.: 16-35000002

Applicant: Sun Glow Construction, Inc.,
property owner

Location: 3821 Woodbriar Trail
Parcel No. 6308-00-07-0015

Requested Action: To release a ten-foot wide Conservation Easement located along the Woodbriar Trail roadway frontage of the subject property



Location Map

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT

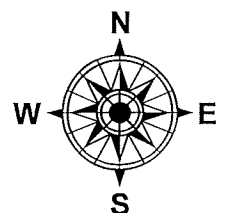
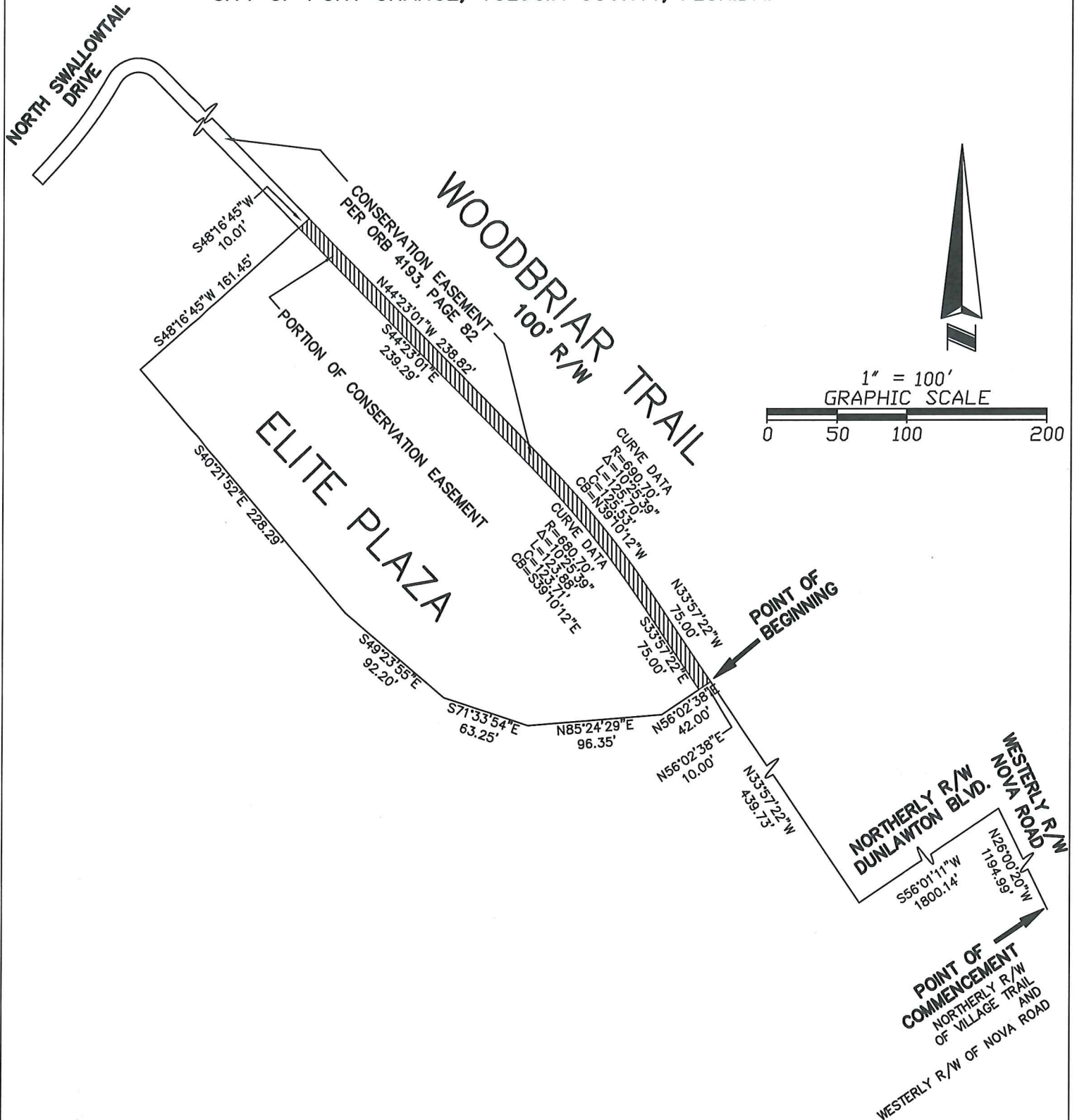


EXHIBIT "A"

DESCRIPTION: A PORTION OF A 10.00 FOOT WIDE CONSERVATION EASEMENT

A PORTION OF THE CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4193, PAGE 82, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL, AS PER PLAT OF COUNTRYSIDE P.U.D. UNIT III-A, AS FOUND IN PLAT BOOK 38, PAGES 156 AND 157, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA (SAID NORTHERLY RIGHT OF WAY OF VILLAGE TRAIL ALSO BEING THE NORTHERLY BOUNDARY OF SAID PLAT OF COUNTRYSIDE P.U.D. UNIT III-A) AND THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD (A 100 FOOT WIDE RIGHT OF WAY) ALSO KNOWN AS STATE ROAD 5-A, AS SHOWN ON SAID PLAT OF COUNTRYSIDE P.U.D., UNIT III-A; THENCE N26°00'20"W ALONG SAID WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AND DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL AND SAID NORTHERLY BOUNDARY OF COUNTRYSIDE P.U.D., UNIT III-A, A DISTANCE OF 1194.99 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY OF LINE OF DUNLAWTON BOULEVARD (A 200 FOOT WIDE RIGHT OF WAY) ALSO KNOWN AS STATE ROAD 415; THENCE S56°01'11"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD A DISTANCE OF 1800.14 FEET; THENCE N33°57'22"W DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD A DISTANCE OF 439.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N33°57'22"W ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF WOODBRIAR TRAIL (A 100 FOOT WIDE RIGHT OF WAY) A DISTANCE OF 75.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 690.70 FEET; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY BEING ALONG THE ARC OF SAID CURVE AND PASSING THROUGH A CENTRAL ANGLE OF 10°25'39" AND HAVING AN ARC LENGTH OF 125.70 TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF WOODBRIAR TRAIL N44°23'01"W A DISTANCE OF 238.82 FEET; THENCE DEPARTING THE RIGHT OF WAY LINE OF SAID WOODBRIAR TRAIL S48°16'45"W A DISTANCE OF 10.01 FEET; THENCE S44°23'01"E ALONG A LINE 10 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID RIGHT OF WAY LINE OF WOODBRIAR TRAIL A DISTANCE OF 239.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 680.70 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 10°25'39" AND HAVING AN ARC LENGTH OF 123.88 TO THE POINT OF TANGENCY; THENCE S33°57'22"E A DISTANCE OF 75.00 FEET; THENCE N56°02'38"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.



SHEET 1 OF 2

EFIRD SURVEYING GROUP, INC.

475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX: (386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230

SPECIFIC PURPOSE
SKETCH OF DESCRIPTION

Survey Date: 1/4/2017 Drawing Number: 17-0011 Scale: 1"=100'
Drawn By: LE JR

For: ELITE PLAZA
CITY OF PORT ORANGE
SUNGLOW CONSTRUCTION

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE
CORRECT, TO THE BEST OF MY KNOWLEDGE AND
BELIEF, AND COMPLIES IN FULL WITH THE
STANDARDS OF PRACTICE AS SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND
MAPPERS IN CHAPTER 31-17, F.A.C. PURSUANT TO
SECTION 472.027, FLORIDA STATUTES.

LARRY H. EFIRD JR.
Professional Surveyor & Mapper No. 5083
1/4/2017

17-0011

SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

DESCRIPTION: A PORTION OF A 10.00 FOOT WIDE CONSERVATION EASEMENT

A PORTION OF THE CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4193, PAGE 82, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL, AS PER PLAT OF COUNTRYSIDE P.U.D. UNIT III-A, AS FOUND IN PLAT BOOK 38, PAGES 156 AND 157, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA (SAID NORTHERLY RIGHT OF WAY OF VILLAGE TRAIL ALSO BEING THE NORTHERLY BOUNDARY OF SAID PLAT OF COUNTRYSIDE P.U.D. UNIT III-A) AND THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD (A 100 FOOT WIDE RIGHT OF WAY) ALSO KNOWN AS STATE ROAD 5-A, AS SHOWN ON SIAD PLAT OF COUNTRYSIDE P.U.D., UNIT III-A; THENCE N26°00'20"W ALONG SAID WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AND DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL AND SAID NORTHERLY BOUNDARY OF COUNTRYSIDE P.U.D., UNIT III-A, A DISTANCE OF 1194.99 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY OF LINE OF DUNLAWTON BOULEVARD (A 200 FOOT WIDE RIGHT OF WAY) ALSO KNOWN AS STATE ROAD 415; THENCE S56°01'11"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD A DISTANCE OF 1800.14 FEET; THENCE N33°57'22"W DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD A DISTANCE OF 439.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N33°57'22"W ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF WOODBRIAR TRAIL (A 100 FOOT WIDE RIGHT OF WAY) A DISTANCE OF 75.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 690.70 FEET; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY BEING ALONG THE ARC OF SAID CURVE AND PASSING THROUGH A CENTRAL ANGLE OF 10°25'39" AND HAVING AN ARC LENGTH OF 125.70 TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF WOODBRIAR TRAIL N44°23'01"W A DISTANCE OF 238.82 FEET; THENCE DEPARTING THE RIGHT OF WAY LINE OF SAID WOODBRIAR TRAIL S48°16'45"W A DISTANCE OF 10.01 FEET; THENCE S44°23'01"E ALONG A LINE 10 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID RIGHT OF WAY LINE OF WOODBRIAR TRAIL A DISTANCE OF 239.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 680.70 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 10°25'39" AND HAVING AN ARC LENGTH OF 123.88 TO THE POINT OF TANGENCY; THENCE S33°57'22"E A DISTANCE OF 75.00 FEET; THENCE N56°02'38"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SHEET 2 OF 2

EFIRD SURVEYING GROUP, INC.

475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX (386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com

Certificate Of Authorization Licensed Business Number 7230

**SPECIFIC PURPOSE
SKETCH OF DESCRIPTION**

Survey Date: 1/4/2017 Drawing Number: 17-0011 Scale: 1"=100'

Drawn By: LE JR

For: **ELITE PLAZA
CITY OF PORT ORANGE
SUNGLOW CONSTRUCTION**

17-0011

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLES IN FORM WITH THE STANDARDS OF PRACTICE AS SET-FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


LARRY D. EFIRDO JR.
Professional Surveyor & Mapper No. 6083

04/15/1997 15:03
Doc stamps 0.70
(Transfer Amt \$ 10)
Instrument # 97060648
Book: 4193
Page: 82

THIS INSTRUMENT PREPARED BY
~~AND RETURN TO:~~
JOSEPH C. L. WETTACH
P.O. BOX 3000
ORLANDO FL 32802

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 14 day of April, 1997, by ROBERT B. WHITE JR. as Trustee of the Dunlawton/^{Land (130)}Trust #1 ("Grantor"), in favor of CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address at 1000 City Center Circle, Port Orange, Florida 32119 ("Grantee").

WITNESSETH

WHEREAS, Grantor owns in fee simple certain real property in Volusia County, Florida, more particularly described in Exhibit "A", attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property possesses environmental value of great importance to Grantor and to the people of Volusia County, Florida; and

WHEREAS, Grantor intends, as the Property owner, to convey to Grantee the right to preserve and protect the environmental value of the Property in perpetuity; and

WHEREAS, Grantee agrees, by accepting this Easement, to honor Grantor's intentions stated herein, and to preserve and protect in perpetuity the environmental value of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the Land Development Code of the City of Port Orange, Florida, requires conservation of the areas which comprise the Property; and

WHEREAS, this Conservation Easement is granted to Grantee in compliance with the requirements of the Land Development Code.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Easement").

1. Purpose. The purpose of this Easement is to assure that the Property will be retained forever, except as herein provided, in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Rights of Grantee. To accomplish the purpose stated above, the following rights are conveyed to Grantee by this Easement:

- a. To preserve and protect the environmental value of the Property;
- b. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;
- c. To enter upon and inspect the Property, in a reasonable manner and at reasonable times, to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

- d. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3 Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Removal or destruction of trees, shrubs, or other vegetation;
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such manner as to affect the surface;
- e. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; and
- g. Acts or uses detrimental to such retention of land or water areas.

4. Reserved Rights. Grantor reserves and excepts unto itself, and its successors ^{in title} and ⁽²⁵⁾ assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Easement at its discretion, but if Grantor breaches any term of this Easement and Grantee does not exercise its rights under this Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Easement. No person or entity shall have the right to require Grantee to enforce the provisions of this Easement.

6. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

7. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold environmental easements under the statutes of the State of Florida (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the environmental purposes that this Easement is intended to advance continue to be carried out.

8. Recordation. Grantor shall record this instrument in a timely fashion in the Official Records of Volusia County, Florida, and may rerecord it at any time as Grantee may require to preserve its rights in this Easement. Grantor shall pay all recording costs and taxes necessary to record this Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

10. Trustee's Liability. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee are nevertheless, each and every one of them, made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention to bind the Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in his own right, but solely in the exercise of the powers conferred upon him as said Trustee; and that no personal liability or personal responsibility is assumed, nor shall any be asserted or enforceable against Robert B. White Jr., as Trustee, on account of the execution of this instrument or on the account of any representation, warranty, covenant, undertaking, or agreement of said Trustee, whether or not contained in this

instrument, either express or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Grantor has set its hand on the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Nancy O. Honsa
Print Name: Nancy O. Honsa

Cheryl L. Tauscher
Print Name: Cheryl L. Tauscher

Robert B. White Jr. as Trustee of the
Robert B. White Jr. as Trustee of the
Dunlawton Land Trust #1

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 11th day of April, 1997,
by Robert B. White Jr. as Trustee of the Dunlawton Land Trust #1 who is personally known to me
or has produced N/A as identification.

Nancy O. Honsa
Signature of Notary Public

Type, Print or Stamp name of Notary Public



NOTARY PUBLIC
MY COMMISSION # 00004558 EXPIRES
July 22, 1998
BONDED THROUGH TRON FARM INSURANCE, INC.

SKETCH AND DESCRIPTION FOR

CHRIS AND SUE ELLIOT

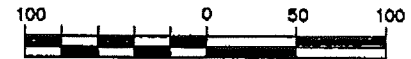
10' WIDE CONSERVATION EASEMENT
PORT ORANGE, VOLUSIA COUNTY, FLORIDA

$\Delta = 07^{\circ}53'39''$
 $R = 700.00'$
 $T = 48.30'$
 $L = 96.45'$
 CHORD BEARING & CHORD=
 $N 55^{\circ}30'05'' E 96.37'$

$\Delta = 25.00'$
 $R = 22.54'$
 $T = 36.68'$
 CHORD BEARING & CHORD=
 $S 86^{\circ}24'53'' E 33.48'$

$\Delta = 84^{\circ}03'44''$
 $R = 15.00'$
 $T = 13.52'$
 $L = 22.01'$

$\Delta = 07^{\circ}53'39''$
 $R = 710.00'$
 $T = 48.99'$
 $L = 97.82'$
 CHORD BEARING & CHORD=
 $N 55^{\circ}30'05'' E 97.75'$



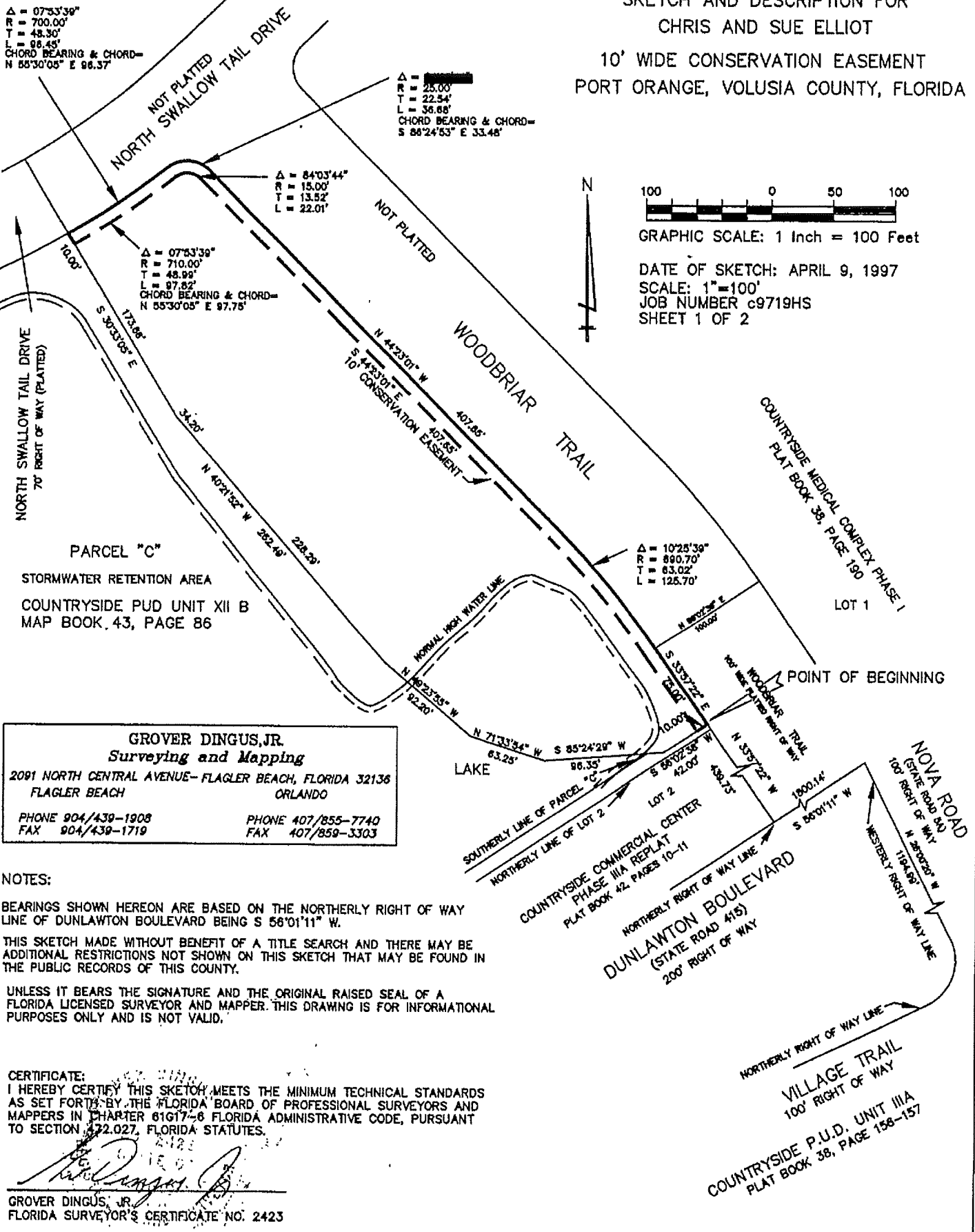
GRAPHIC SCALE: 1 Inch = 100 Feet

DATE OF SKETCH: APRIL 9, 1997

SCALE: 1"=100'

JOB NUMBER c9719HS

SHEET 1 OF 2



GROVER DINGUS, JR.

Surveying and Mapping

2091 NORTH CENTRAL AVENUE-FLAGLER BEACH, FLORIDA 32136
FLAGLER BEACH ORLANDO

PHONE 904/439-1908

PHONE 407/855-7740

FAX 904/439-1719

FAX 407/859-3303

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD BEING $S 56^{\circ}01'11'' W$.

THIS SKETCH MADE WITHOUT BENEFIT OF A TITLE SEARCH AND THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

CERTIFICATE:

I HEREBY CERTIFY THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 422.027, FLORIDA STATUTES.

GROVER DINGUS, JR.
FLORIDA SURVEYOR'S CERTIFICATE NO. 2423

DESCRIPTION: 10' WIDE CONSERVATION EASEMENT

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ONE QUARTER OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL, AS PER PLAT OF COUNTRYSIDE P.U.D., UNIT III-A, AS FOUND IN PLAT BOOK 38 ON PAGES 156 AND 157 AMONG THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA (SAID NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL ALSO BEING THE NORTHERLY BOUNDARY OF SAID OF SAID PLAT OF COUNTRYSIDE P.U.D., UNIT IIIA), AND THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD (A 100 FEET WIDE RIGHT OF WAY, ALSO KNOWN AS STATE ROAD 5A, AS SHOWN ON SAID PLAT OF COUNTRYSIDE P.U.D., UNIT IIIA); THENCE N 26°00'20" W ALONG SAID WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AND DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL AND SAID NORTHERLY BOUNDARY OF COUNTRYSIDE P.U.D. UNIT IIIA, A DISTANCE OF 1194.99 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD (A 200 FEET WIDE RIGHT OF WAY), ALSO KNOWN AS STATE ROAD 415; THENCE S 56°01'11" W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD A DISTANCE OF 1800.14 FEET; THENCE, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, N 33°57'22" W, ALONG THE WESTERLY RIGHT OF WAY LINE OF WOODBRIAR TRAIL (A 100 FEET WIDE RIGHT OF WAY), A DISTANCE OF 439.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE, N 33°57'22" W A DISTANCE OF 75.00 FEET TO THE POINT OF CURVE OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 690.70 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°25'39", A DISTANCE OF 125.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 44°23'01" W A DISTANCE OF 407.65 FEET TO THE POINT OF CURVE OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°03'44", A DISTANCE OF 36.68 TO THE POINT OF REVERSE CURVE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF NORTH SWALLOW TAIL DRIVE (A 70.00 FEET WIDE RIGHT OF WAY), THROUGH A CENTRAL ANGLE OF 7°53'39", A DISTANCE OF 96.45 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S 30°33'05" E A DISTANCE OF 10.00 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, HAVING A RADIUS OF 710.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, PARALLEL WITH AND 10.00 FEET FROM THE SAID SOUTHERLY RIGHT OF WAY LINE OF NORTH SWALLOW TAIL DRIVE, FROM A CHORD BEARING AND DISTANCE OF N 55°30'05" E 97.75 FEET, AN ARC DISTANCE OF 97.82 FEET TO THE POINT OF REVERSE CURVE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84° 03'44", A DISTANCE OF 22.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 44°23'01" E, PARALLEL WITH AND 10.00 FEET FROM THE SAID WESTERLY RIGHT OF WAY LINE OF WOODBRIAR TRAIL, A DISTANCE OF 407.65 FEET TO THE POINT OF CURVE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 680.70 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°25'39", A DISTANCE OF 123.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 33°57'22" E A DISTANCE OF 75.00 FEET; THENCE N 56°02'38" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

GROVER DINGUS, JR.
Surveying and Mapping

2091 NORTH CENTRAL AVENUE-FLAGLER BEACH, FLORIDA 32136

FLAGLER BEACH

ORLANDO

PHONE 904/439-1908

PHONE 407/855-7740

FAX 904/439-1719

PHONE 407/859-7740
FAX 407/859-3303

SKETCH AND DESCRIPTION FOR
CHRIS AND SUE ELLIOT

10 FEET WIDE CONSERVATION EASEMENT
PORT ORANGE, VOLUSIA COUNTY, FLORIDA

DATE OF SKETCH: APRIL 9, 1997

SCALE: 1"=100'

SHEET 2 OF 2

SEC 8-16-33 VOLUSIA

JOB NUMBER c9719HS



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: Yes

SUBJECT: (B11) Resolution No. 17-6 - Supporting the Repeal of State Law Preemption on Smoking

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-6.

SUMMARY: This resolution is aimed at encouraging the repeal of the State's preemption of the field of smoking regulations. As initiated by Councilman Tramont, and supported unanimously by City Council at the January 17th City Council Meeting, the City of Port Orange will be joining other local governments in urging the State Legislature to take action. If adopted, the Council will be directing the City Clerk through the City Manager to forward a copy of the resolution to our legislative representatives.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 17-6	.pdf
----	---------------------	------

Robin Fenwick	Created/Initiated - 01/18/2017
Matthew Jones	Approved - 01/24/2017
Margaret Roberts	Approved - 01/24/2017
Jake Johansson	Approved - 01/24/2017
Robin Fenwick	Final Approval - 01/25/2017

RESOLUTION NO. 17-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
SUPPORTING THE REPEAL OF STATE PREEMPTION OF
SMOKING REGULATIONS AND RESTORATION OF
LOCAL CONTROL OF SMOKE-FREE AIR LAWS IN THE
STATE OF FLORIDA; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, in 2010 the U.S. Surgeon General reported for the first time the damage smoking can do at the cellular and organ level and the evidence on the mechanisms by which smoking causes disease indicates that there is no risk-free level of exposure to tobacco smoke; and

WHEREAS, local governments have both the right and the responsibility to adopt laws that protect the health and safety of their residents; and

WHEREAS, more than 3,100 local governments throughout the country have successfully implemented smoke-free air laws to protect people against the harmful effects of secondhand smoke; and

WHEREAS, the tobacco industry, in an effort to negate such local legislation, has long had as its chief legislative strategy the preemption of local authority to regulate tobacco, and;

WHEREAS, multiple states have successfully overturned preemption and restored local control to enact and enforce smoke-free air laws; and

WHEREAS, Florida has had a preemptive state law since 1985, which prohibits local government from enacting laws that restrict smoking in any indoor or outdoor setting, such as workplace and public places, or restrict the marketing, advertising, and point of sale of tobacco products; and

WHEREAS, protecting people from the harmful effects of secondhand smoke is best accomplished by local communities working directly with the people most effected by smoke-free air laws; and

WHEREAS, the Florida Legislature should not deprive local governments of the authority to protect people from the harmful effects of secondhand smoke.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council City of the Port Orange urges the Florida Legislature to repeal the State's preemption of local smoke-free air and other tobacco-related laws, and restore the right of local governments to enact and enforce smoke-free air and other tobacco-related laws.

Section 2. The City Council of the City of Port Orange strongly encourages other local governmental entities in Florida to adopt similar resolutions.

Section 3. The City Clerk, through the City Manager, is requested to forward a copy of this Resolution to State Representative, Thomas J. Leek, and State Senator, Dorothy Hukill.

Section 4. This resolution shall become effective upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: No

SUBJECT: (C12) Hope Place - Forough Hosseini

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: Ms. Forough Hosseini will be providing a presentation regarding HUMs Hope Place in Daytona Beach. Hope Place is intended to be a fresh start for families with children that have been displaced from their homes and a new beginning for a former elementary school to once again help children and the community. Hope Place will be a renovated and converted elementary School (Hurst). It will become a family center serving homeless students, children & their families and is expected to open in the late summer of 2017. Guests will be admitted based on referrals from social service agencies and prescreened during their intake to make sure their background makes them a good candidate to live in a family center and neighborhood. Hope Place will provide a safe, stable environment with the resources needed for families to quickly move on to their own permanent housing and self-sufficiency.

A link to the web site can be found at <http://www.halifaxurbanministries.org/hope-place>.

Ms. Hosseini has asked other cities to partner and provide monetary support for this program based on a percentage of General Fund amounts.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Presentation	Hope Place Presentation - Port Orange.pdf
----	--------------	---

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 12/02/2016
Approved - 01/26/2017
Final Approval - 01/26/2017

HOPE  PLACE



The homeless. They're not who you think.

1 in 5 homeless is a child.

America's Youngest Outcasts



Florida's
Official
Poverty
Rate
17.1%*

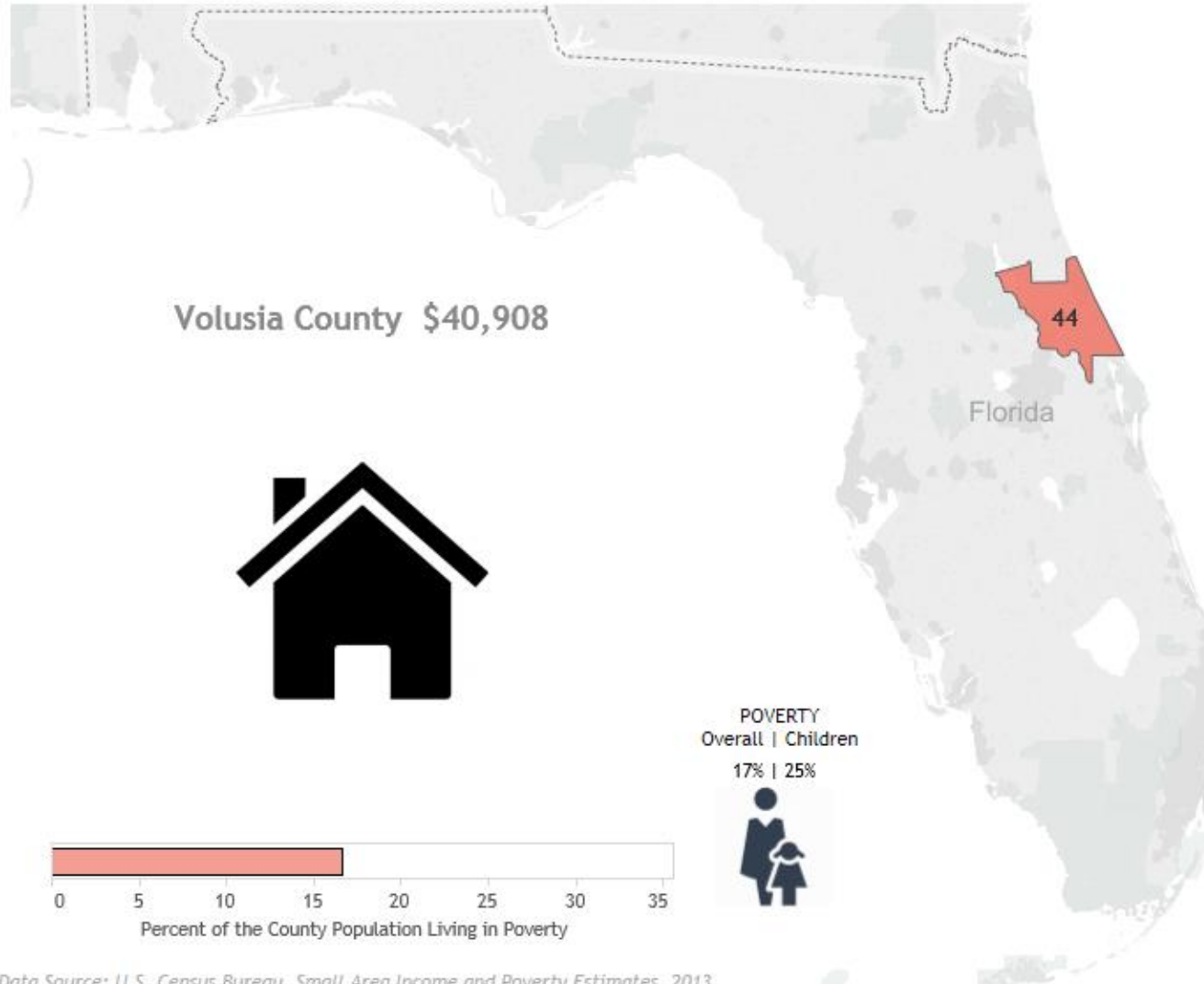


*U.S. Census Bureau

POVERTY RANK & MEDIAN HOUSEHOLD INCOME BY COUNTY

< Volusia County >

SCROLL THROUGH THE COUNTIES USING THE CONTROL BAR ABOVE



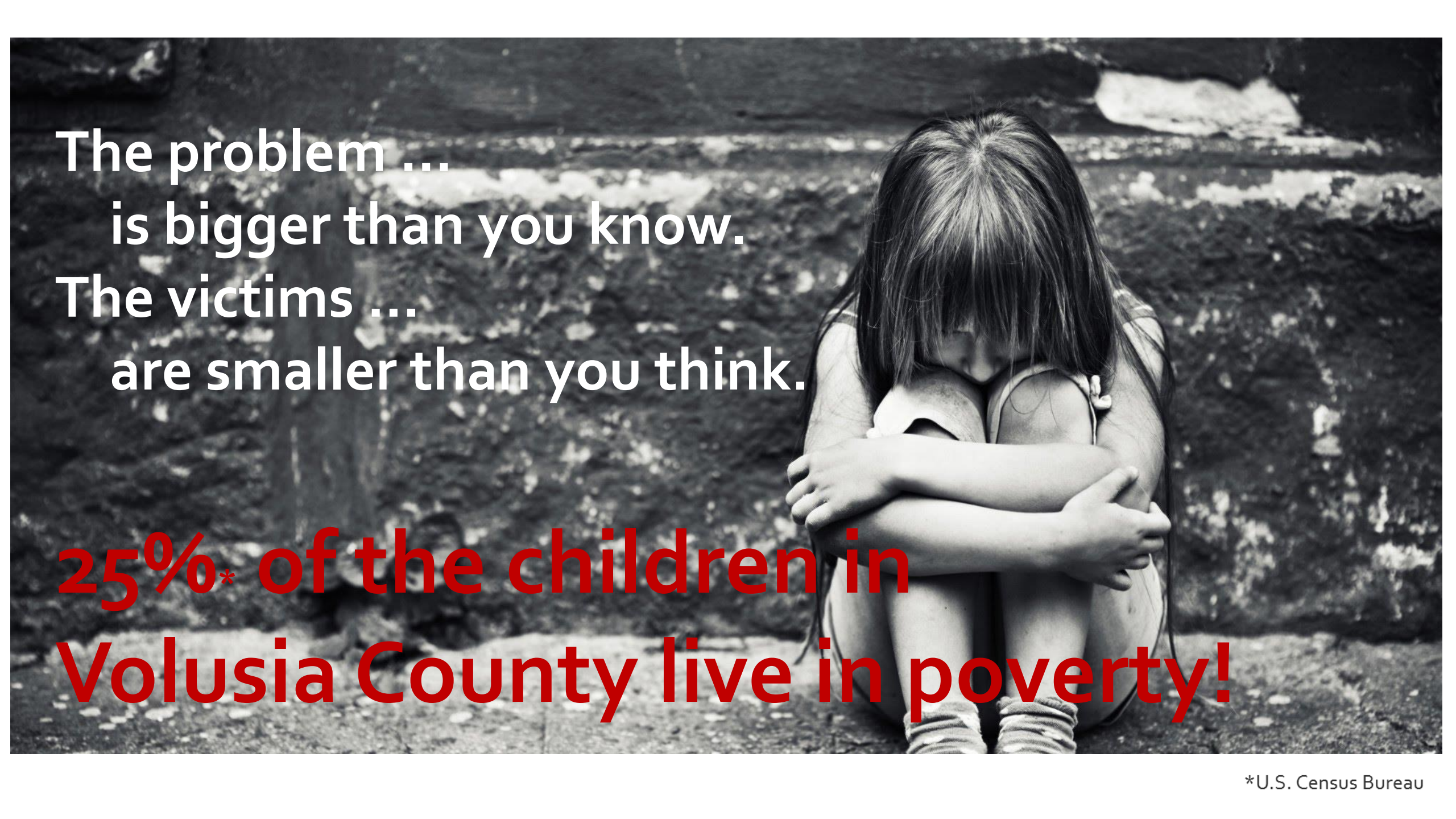
Data Source: U.S. Census Bureau, Small Area Income and Poverty Estimates, 2013

Florida's 67 County
Poverty Rates
range from
9.6% - 33.9%*

Volusia Ranks

#44*

*U.S. Census Bureau



The problem ...
is bigger than you know.
The victims ...
are smaller than you think.

**25%* of the children in
Volusia County live in poverty!**

No kid chooses to live on the street!

Volusia County School District Homeless Students ~ 2,300

Including 180 Unaccompanied Youth living on their own ...
but continue to attend school even though they have no guardian or stable housing.

231 Students are registered as homeless in the 10-Port Orange Schools



Homeless Families

The fastest growing segment of the homeless population constituting over

40% of America's homeless are **Women and Children.**



Family homelessness is often caused by a medical or financial event leading to a family losing their residence.

How close are YOU to Homelessness?

2/3 of Americans would have difficulty coming up with the money to cover a **\$1,000** emergency.*

These difficulties span all incomes:

- 3/4 of people in households making less than \$50,000 a year; and,
- 2/3 of those making between \$50,000 and \$100,000

*The Associated Press-NORC

What can cause an emergency requiring \$1,000?

- Unexpected medical bill
- Car Breakdown
- Sick child requiring missing work
- Elderly parents or family members requiring care
- Death in family



*It
only
takes
"ONE"
bad
event
to end
up
Homeless!*

The American Dream

--- Everyone has an equal opportunity to a career and wealth ---

*The American Dream is alive and well ...
... except for the Poor*

Nearly **70%** of children born to parents in the bottom **40%** of incomes remain in poverty!*

*The Bridgespan Group



Who Will Reside at Hope Place?



Hope Place
is
NOT FOR
Chronic Homeless!

Hope Place is intended ***ONLY*** for ***TWO CATEGORIES*** of Situational Homeless:

1. Families with Children
2. Unaccompanied Youth

What “HOPE PLACE” is:

- Temporary and Transitional Housing for Families with children
- Temporary and Transitional Housing for Unaccompanied Youth enrolled in school
- Hope Place residents will be screened for drug and alcohol abuse
- Hope Place residents will be screened for criminal background
- Residents have to be referred through an agency (not a walk-up facility)
- A refuge where people in despair – mostly not of their own choosing, are granted a few months of respite to be able to find a job, save enough money to rent an apartment, while they and their children are in a safe location and have food and basic necessities to survive. Hope Place will help them become contributing citizens of our community.

We believe

EVERYONE

*Should have a place
to call*

HOME.

Please consider contributing to the annual operating cost of Hope Place!





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: No

SUBJECT: (F14) Second Reading - Ordinance No. 2017-1 - Urban Chicken Pilot Program

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2017-1, amending Chapter 10 of the Code of Ordinances establishing a two-year temporary Urban Chicken Pilot Program.

SUMMARY: In November 2013, Council requested research be conducted regarding residential urban chickens. At that time the City Council postponed final direction to May 2014 until pilot programs in other communities were complete and staff could analyze the results. Updates from pilot programs and communities that considered this topic and the original research regarding urban chickens were provided in May 2014 and the City Council decided not to implement a pilot program due to animal control concerns. On August 2, 2016, an update on the topic was provided and City Council directed staff to prepare a two-year temporary Urban Chicken Pilot Program to permit the keeping of up to five (5) chickens (hens) by no more than thirty (30) households. The ordinance requires the property to be an owner-occupied single-family residence, a 6' tall opaque fence for screening of chicken coop and pen, and setbacks consistent with current shed setbacks. The subject ordinance is attached, as directed by Council.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No 2017-1 - Urban Chicken Pilot Program - Revised per City Council's Direction	Ord. No. 2017-1 .pdf
2.	Ord. No. 2017-1 - Revisions	Ord. No. 2017-1 - Revision.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 01/12/2017
Final Approval - 01/13/2017

ORDINANCE NO. 2017-1

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE
CODE OF ORDINANCES, CHAPTER 10, SECTION
10-12 RELATED TO THE LIMITATION OF NUMBER
OF ANIMALS; AND ESTABLISHING A NEW
SECTION 10-20 IMPLEMENTING AN URBAN
CHICKEN PILOT PROGRAM; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 828.27 of the Florida Statutes, the City has the authority to enact ordinances relating to the ownership, care, and custody of animals; and

WHEREAS, the City Council recognizes the recent demand from residential homeowners to raise chickens on residential property; and

WHEREAS, the City Council desires to establish an Urban Chicken Pilot Program to provide such an opportunity on a trial basis subject to the regulations established herein; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 10, Section 10-12 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 10-12. - Limitation of number of animals.

- (a) No animal shall be permitted or allowed on any residential property which exceeds the maximum number of animals listed in this section. It is a violation of this chapter for the owner of an animal or the owner or occupant of residential property to permit or allow any animal on such property which exceeds the maximum number of animals listed in this section.
- (b) No animal shall be permitted or allowed on any residential property which does not belong to the species of animals listed in this section. It is a violation of this chapter for the owner of an animal or the owner or occupant of residential property to permit or allow any animal on such property which does not belong to the species of animals listed in this section.
- (c) The maximum number and species of animals for each residential dwelling unit shall be limited to:
 - (1) A total of fourteen animals which may consist of:
 - a. No more ~~that~~ than four adult dogs, cats, rabbits, guinea pigs or ferrets; and
 - b. No more than ten nonadult dogs, cats, rabbits, guinea pigs or ferrets; and
 - (2) A total of four adult house geckos, iguanas or birds of the psittaciforme order; and
 - (3) Any number of the following animals, provided that such animals are confined or maintained in cages or aquariums and that the size of such cage or aquarium provides sufficient space for humane confinement of the animals:
 - a. Gerbils, hamsters and mice, provided that the total volume of all cages for such animals does not exceed 40 cubic feet;

- b. Birds of the passeriforme order, provided that the total volume of all cages for such birds does not exceed 120 cubic feet; and
 - c. Aquarium fish, aquarium amphibians and aquarium reptiles.
- (d) An unlimited number and species of animals may be maintained or boarded in a licensed kennel, wildlife rehabilitation center or shelter facility, provided that such kennel, center or facility complies with the requirements of the land development code and any special permit or special exception.
- (e) An unlimited number of livestock, as defined in F.S. § 588.13, may be maintained or boarded on ~~nonresidential~~ property zoned flood plain-conservation (F-C), agriculture preservation (AP) or agriculture (A), provided that such property complies with the requirements of the land development code and any special permit or special exception.
- (f) Horses may be maintained or boarded on rural residential (RR) zoned property, provided that such property complies with the requirements of the land development code and any special permit or special exception.
- (g) Any person may apply for a waiver from the limitation on the maximum number of animals and/or species of animals listed in this section by filing a written request with the animal control authority. The request shall include the following information:
 - (1) Name and address of the owner of the animal.
 - (2) Name of the owner and location of the property.
 - (3) Description of the animal.
 - (4) Species of animal.
 - (5) Number of animals.
 - (6) Justification for the waiver.
- (h) Upon receipt of a request for waiver, the animal control authority shall review the request and make recommendations to the city council on the waiver. The city council shall review the request, consider the recommendations of the animal control authority, and either grant or deny the waiver.

- (i) In reviewing a request for waiver, the animal control authority and city council shall consider the following factors:
 - (1) Conditions of confinement of the animal, including but not limited to sanitation and security;
 - (2) Proximity of the animal to adjacent residential property;
 - (3) Impact of the animal on surrounding property and residents;
 - (4) Nuisance or disturbance to the public caused by the animal; and
 - (5) Interest of the public health, safety and welfare.
- (j) In approving any waiver, the animal control authority may recommend and the city council may prescribe appropriate conditions and safeguards for the animal and the public. Such conditions may include criteria for cages and fencing, minimum distance from adjacent residential property, time limits for the waiver, and any other requirements reasonably related to the provisions of this chapter.
- (k) A waiver shall apply to a specified animal and shall not be transferred to any other animal. The owner of an animal for which a waiver is approved shall notify the animal control authority immediately upon the death, relocation, sale or transfer of such animal.

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 10 of the City of Port Orange Code of Ordinances to establish a new Section 10-20 creating and implementing the Urban Chicken Pilot Program which shall read as follows:

Sec. 10-20. – Urban Chicken Pilot Program.

- (a) The intent of this program is to create and implement a two-year temporary Urban Chicken Pilot Program to permit the keeping of up to five chickens per household by no more than thirty households, on owner-occupied single-family properties, subject to the terms and conditions of this section.
- (b) Section 10-12 shall not apply to permitted activities under the Urban Chicken Pilot Program.

- (c) Regardless of the date a temporary permit is issued for the keeping of chickens, such temporary permit shall terminate and expire on January 31, 2019, unless terminated earlier or extended by City Council action extending the Urban Chicken Pilot Program or implementing a permanent regulation.
- (d) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
- (1) Chicken. A domesticated fowl of the gallus genus. This term shall include only the female chicken (hen), and shall exclude the male chicken (rooster).
 - (2) Chicken coop. The house or cage in which a chicken lives. Inside coops are often nest boxes for egg-laying and perches on which the birds can sleep.
 - (3) Chicken pen. The outside area around a coop. An enclosure that is connected to and/or surrounding a chicken coop for the purpose of allowing chickens to leave the coop while remaining in an enclosed predator-safe environment.
 - (4) Chicken tractor. A movable chicken coop lacking a floor. Chicken tractors may be a lightly built A-frame which one person can drag about the yard. It may have wheels on one or both ends to make this easier.
- (e) Temporary urban chicken permit regulations. It shall be unlawful to keep, harbor, raise or maintain chickens without a temporary chicken permit. A temporary chicken permit shall not be required for keeping chickens in the agricultural (A), flood plain-conservative (F-C), or agricultural preservation (AP) zoning districts. Temporary chicken permits shall include the following conditions and restrictions:
- (1) No more than five chickens may be kept on a single-family detached residential lot.
 - (2) A temporary urban chicken permit shall only be issued for a lot with an existing single-family detached residence that is owner-occupied.
 - (3) Ducks, geese, turkeys, peafowl, pigeons, roosters or any other poultry or fowl are not permitted under the provisions of this section.

- (4) Chickens and associated activities shall be kept for personal use only. Selling chickens, eggs, feathers, or chicken manure, or the breeding of chickens is prohibited.
- (5) Chickens shall not be slaughtered on premises.
- (6) The coop, pen and enclosure shall be located behind the single-family residence in the rear yard and shall be screened from all adjacent properties and rights-of-way with a six-foot-tall opaque fence. Chicken tractors shall not be permitted.
- (7) The coop, pen, and enclosure shall comply with the standard setbacks for a shed set forth in Chapter 16, Section 3 of the land development code.
- (8) Chicken coops shall provide a minimum of four square feet per chicken to permit free movement of the chickens, shall not exceed 50 square feet, and may have an attached run. The coop shall be tied down for wind resistance. The coop and enclosure shall not be taller than six feet, measured from the natural grade, and shall be easily accessible for cleaning and maintenance.
- (9) The coop, pen and enclosure shall be completely secured from predators, including all openings, ventilation holes, doors and gates. Fencing or roofing is required over the enclosure in addition to the coop, in order to protect the chickens from predators.
- (10) All feed and other items associated with the keeping of chickens that can attract or to become infested with rodents or other pests shall be kept in a rodent and pest-proof container.
- (11) Chickens shall be secured within a covered chicken coop or fenced pen/run area at all times and shall not be permitted to run at large.
- (12) Chicken coops, pens, and enclosures shall be cleaned regularly and maintained in a clean and sanitary condition at all times. Chickens shall not be permitted to create a nuisance consisting of odor, noise or pests, or contribute to any other nuisance condition, as defined in the code or State Law.
- (f) *Procedures for the granting of temporary urban chicken permits.* Application for temporary urban chicken permit shall be submitted to the Community Development Department. Such submittal shall include the application form as provided by the city, together with all documents required under this section.

- (1) No more than 30 temporary chicken permits shall be active citywide. Permits shall be issued on a first-come, first-served basis. Once the City has issued the initial 30 temporary chicken permits, approved applicants shall be placed on a waiting list. If a participant chooses to leave the program, he/she shall provide notice to the City. The City is then authorized to issue a permit to the next qualified applicant on the waiting list. If a participant is removed from the program due to one or more violations of this section, the City shall be authorized to issue a permit to the next qualified applicant on the waiting list.
- (2) A temporary urban chicken permit shall not be issued for a property with an outstanding code enforcement case or any city imposed liens on said property.
- (3) The temporary chicken permit is personal to the permittee and shall not be assigned.
- (4) An applicant for a permit shall demonstrate compliance with the criteria in this section in order to obtain a permit. Applicants shall submit photos of the proposed site of the coop/run areas, a survey of the subject property showing the location, and proof of successful completion of a University of Florida Agricultural Extension Service class regarding the keeping of chickens or an equivalent class approved by the Administrative Official.
- (5) The temporary chicken permit applicant shall sign a statement acknowledging that the temporary chicken permit may be revoked for any violation of this section, and may be revoked if this section is amended in the future, and the City shall not be held responsible or liable for any losses, including the costs of improvements constructed for the keeping of chickens, to the applicant if such chicken permit is revoked.
- (6) If any condition or restriction of the temporary chicken permit has been violated, the city may revoke the permit upon seven days' written notice. If the violation is cured within the seven-day notice period, the permit shall not be revoked; however, a repeat offense may result in the city's immediate revocation of the permit. The city is responsible for the determination of compliance with the requirements of this section. In matters of interpretation, the Administrative Official has the authority to determine compliance with this section.
- (g) *Appeal.* A person aggrieved by a decision of the Administrative Official in the issuance, denial or revocation of a temporary chicken permit may

appeal to the City Manager in writing within five business days of the Administrative Official's written decision by filing an appeal with the City Clerk. Said appeal shall state fully the grounds for the appeal and all facts relied upon by the appellant. A person aggrieved by a decision of the City Manager may appeal to the City Council within five business days of the City Manager's written decision by filing an appeal with the City Clerk. Said appeal shall state fully the grounds for the appeal and all facts relied upon by the appellant. The decision of City Council shall be final.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____

Passed and adopted on second and final reading on the day of _____

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

- (4) Chickens and associated activities shall be kept for personal use only. Selling chickens, eggs, feathers, or chicken manure, or the breeding of chickens is prohibited.
 - (5) Chickens shall not be slaughtered on premises.
 - (6) The coop, pen and enclosure shall be located behind the single-family residence in the rear yard and shall be screened from all adjacent properties and rights-of-way with a six-foot-tall opaque fence. Chicken tractors shall not be permitted.
 - (7) The coop, pen, and enclosure shall comply with the standard setbacks for a shed set forth in Chapter 16, Section 3 of the land development code.
 - (8) Chicken coops shall provide a minimum of four square feet per chicken to permit free movement of the chickens, shall not exceed 50 square feet, and may have an attached run. The coop shall be tied down for wind resistance. The coop and enclosure shall not be taller than ~~five and one-half~~ six feet, measured from the natural grade, ~~shall be a least six inches lower than the fence to provide full screening,~~ and shall be easily accessible for cleaning and maintenance.
 - (9) The coop, pen and enclosure shall be completely secured from predators, including all openings, ventilation holes, doors and gates. Fencing or roofing is required over the enclosure in addition to the coop, in order to protect the chickens from predators.
 - (10) All feed and other items associated with the keeping of chickens that can attract or to become infested with rodents or other pests shall be kept in a rodent and pest-proof container.
 - (11) Chickens shall be secured within a covered chicken coop or fenced pen/run area at all times and shall not be permitted to run at large.
 - (12) Chicken coops, pens, and enclosures shall be cleaned regularly and maintained in a clean and sanitary condition at all times. Chickens shall not be permitted to create a nuisance consisting of odor, noise or pests, or contribute to any other nuisance condition, as defined in the code or State Law.
- (f) *Procedures for the granting of temporary urban chicken permits.* Application for temporary urban chicken permit shall be submitted to the Community Development Department. Such submittal shall include the



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: No

SUBJECT: (F15) Second Reading - Ordinance No. 2017-2 – Master Development Agreement and Conceptual Development Plan/PC-A Workplace Zoning District/Thompson Pump and Manufacturing Company, Inc.

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-2, approving the Thompson Pump and Manufacturing Company, Inc. Master Development Agreement and Conceptual Development Plan.

SUMMARY: Planning Commission Action (12/15/16): Recommended approval of the Master Development Agreement and Conceptual Development Plan including the requested deviations from the Land Development Code (LDC).

The subject property is located on the east side of Williamson Boulevard, south of Hockney Court (Figure 1) and zoned PC-A Workplace District. Currently, the subject property is owned by the City of Port Orange. Thompson Pump has a contract with the City to close on the purchase of the +/- 15-acre property in March 2017. As the contract purchaser, Thompson Pump has prepared a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) that would apply to the subject property.

If approved, the MDA and the CDP will provide the regulatory framework for the development of the +/- 15-acre site as an office headquarter/manufacturing campus for Thompson Pump with a combined square footage of +/- 140,000.

The staff report is attached with more information including a description of the contract purchaser's requested deviations.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance 2017-2	Ord. 2017-2.pdf
2.	Staff Report	Thompson Pump Staff Report CC1-17.pdf

Robin Fenwick

Created/Initiated - 01/23/2017

ORDINANCE NO. 2017-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN PC-A WORKPLACE ZONING DISTRICT FOR THOMPSON PUMP AND MANUFACTURING COMPANY, INC., FOR +/- 15 ACRES GENERALLY LOCATED ON THE EAST SIDE OF WILLIAMSON BOULEVARD, SOUTH OF HOCKNEY COURT; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Agreement"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Agreement; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has considered and forwarded a recommendation to the City Council regarding the proposed Agreement; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Agreement (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Agreement.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2017

Passed and adopted on second and final reading on the day of
_____, 2017

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit "1"

THE THOMPSON PUMP AND MANUFACTURING COMPANY, INC. MASTER DEVELOPMENT AGREEMENT

This THOMPSON PUMP AND MANUFACTURING COMPANY, INC Master Development Agreement is hereby entered into by and between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter "City"); and Thompson Pump & Manufacturing Company, Inc. (hereinafter "Developer"), hereby agree and covenant, and bind their successors and assigns as follows:

1. PURPOSE OF AGREEMENT:

The purpose of this Master Development Agreement is to provide a comprehensive development plan for the subject property as defined below. This Master Development Agreement is approved pursuant to Chapter 17, Section 29(e)(3) of the Land Development Code, unless amended herein.

2. THE PROPERTY:

The property that is subject to this Master Development Agreement (hereinafter "Agreement") consists of approximately 15.45 acres of real property located on Williamson Boulevard, within the municipal limits of the City of Port Orange and further described on Exhibit "A", which is attached hereto and by reference made a part hereof (the "Property"). The Property is under unified ownership of the City of Port Orange, and is under contract with the Developer, both of whom are signatories to this Agreement.

3. CONFORMANCE WITH COMPREHENSIVE PLAN:

The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's comprehensive plan as of the date of adoption of this Agreement enacting the zoning provided herein.

4. DEVELOPMENT:

A. The Property shall generally be developed as a phased industrial development project according to the Agreement and as depicted on the Conceptual Development Plan (CDP) prepared by Kimley-Horn and dated November 22, 2016, which is attached hereto and incorporated herein as Exhibit "B" and as more particularly described herein. The development of the Property will require the approval of a site plan and/or subdivision plat and plans application, which shall be reviewed in accordance with this Agreement and the Land Development Code.

- B. Developer does not plan to subdivide the property. However, should subdivision be considered in the future, the Developer shall comply with the requirements of the Land Development Code in place at the time of such subdivision.
- C. As part of the first phase of development, Developer shall install a 4th traffic signal head on the existing traffic light at the intersection of Town West Boulevard and Williamson Boulevard prior to issuance of the first certificate of occupancy (C/O). Developer shall be responsible for any re-timing of the signals along Williamson Boulevard, if necessary. Developer shall coordinate installation of said traffic signal head with Volusia County as required, including seeking county assistance with design and installation.

5. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN:

- A. Development of the Property shall be controlled by the terms and conditions of this Agreement and the CDP, which depicts the planned layout of improvements to the Property. To the extent actual buildings and other improvements are shown on the CDP, they are shown only for illustrative purposes. Developers shall be permitted to relocate or reconfigure buildings, other improvements and uses so long as the changes are otherwise consistent with this Agreement. The CDP depicts possible layouts for the Property. Either of the respective layouts, or one not currently presented, may ultimately be developed on the Property, so long as the chosen layout complies with this Agreement and the development parameters found herein, and subject to review and approval of all necessary site plans and related permits. Collectively, this Agreement and the CDP for the Property may be referred to as the "Plan". In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement shall control. If the Agreement is silent regarding a subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the terms and provisions of the Plan shall control. If the Plan fails to address a subject or code requirements, the requirements of the applicable City ordinance(s) as defined by the City's Land Development Code ("LDC"), shall control.
- B. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. All other modification shall be deemed "major" and shall require formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative Official, who is defined in the LDC. If the Developer is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

6. PHASING:

- B. Development of the Property is intended to occur in multiple phases, as the market dictates and at the sole discretion of Developer. Each proposed phase shall be required to install all necessary infrastructure, including all necessary easements and dedications, to stand alone, with the support of previous built phases. Each phase shall be built to be consistent with applicable City standards and this Agreement. Permits for development of phases or sub-phases shall be submitted for approval through the City's Final Site Plan and/or Subdivision Plat and Plan process.

7. PERMITTED USES:

Permitted uses shall be those allowed herein and in the City of Port Orange's Planned Community – Agricultural (PC-A) Workplace (Office/Industrial) Zoning District, as may be amended from time to time, and those consistent with the use limitations placed upon the property through a deed restriction, set forth in the Warranty Deed recorded in the Official Records Book 5934, Page 2532, and as amended in Official Records Book ____, Page ____, all in Public Records of Volusia County, Florida. Specifically, the list of uses attached hereto and incorporated herein as Exhibit "C" shall be permitted and if any additional uses are added by the City to the PC-A Workplace (Office/Industrial) Zoning District, those uses shall also be permitted.

- 8. DIMENSIONAL REQUIREMENTS:** The Property shall be subject to the following dimensional requirements: Dimensional Requirements shall be those allowed in the City of Port Orange's Planned Community – Agricultural (PC-A) Workplace (Office/Industrial) Zoning District, as may be amended from time to time, unless modified herein:

Maximum Building Coverage per Individual Lot: 50%

Maximum Impervious Coverage per Individual Lot: 80%

Minimum Open Space per Individual Lot: 20%

Minimum Lot Width – 150'

Minimum Lot Area – 20,000 SF

Minimum Building Setbacks

Front– Required Right-of-Way Landscape Buffer

Side – 20'

Rear - 25'

Hockney Court – 20'

S. Williamson Boulevard – 50'

Maximum Building Height: 60'

9. LANDSCAPE BUFFER/OPAQUE SCREENING/WALKLIGHTS:

- A. All landscape buffers, foundation landscaping, vehicular use/parking landscaping, supplemental landscaping, and tree preservation, shall be developed in compliance with the Land Development Code (LDC). as may be amended from time to time, unless modified herein:

- i. Ten percent of the area designed for vehicular use (driveways, access drives, and parking spaces) shall be devoted to the creation of interior landscaping. The base area of the vehicular use area shall be measured along the outer edge and include all parking spaces, access drives, landscaped islands at the corners of and within parking areas, and other areas for vehicular use as determined by staff. See CDP for example of area required to have interior landscaping. Paved areas (greater than 30') between buildings or between a building and parking spaces dedicated to industrial uses as determined by staff shall not be included in the base area.
- ii. Foundation plantings required by the LDC can be transferred to areas on the property to provide additional screening from a public street or adjacent property.
- iii. To the extent that internal landscaping is shown on Exhibit "B", attached hereto and incorporated herein, it is shown only for illustrative purposes. Developer shall be able to reconfigure landscaping so long as the changes are otherwise consistent with the LDC and the provisions of this Agreement.

B. The development shall be exempt from Chapter 17, Section 29(h)(2) of the Land Development Code regarding the installation of walk lights within the Williamson Boulevard right-of-way.

10. ARCHITECTURAL/DESIGN STANDARDS:

All buildings and accessory structures on the Property shall be developed in compliance with the requirements of the LDC.

11. PARKING LOT:

- A. The development shall be exempt from Chapter 17, Section 29(e)(2)(b)(4) of the Land Development Code regarding the placement of parking spaces on the subject property.
- B. Minimum required parking spaces and bicycle spaces, parking lot design, parking space dimensions, access drive width and design shall be developed in compliance with the Land Development Code (LDC) as may be amended from time to time.

12. PUBLIC UTILITIES AND STORMWATER MANAGEMENT:

- A. Public utilities shall be designed to meet the City's specifications and requirements of the LDC and City Standard Construction Details.
- B. Stormwater management shall comply with the LDC, City Standard Construction Details and the rules and regulations of the St. John's River Water Management District concerning storm water drainage. The Developer shall provide all required easements to the City over the proposed retention area and related stormwater structures.
- C. Research Pond shall not be included as contributing to the required stormwater management features but may, as determined by the Developer, hold stormwater from time to time.

13. SIGNAGE:

Except as otherwise set forth in the CDP or this Agreement, the signage for the Property shall be in compliance with the terms set forth in the LDC.

14. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES:

- A. The Property is incorporated in the Port Orange Business Park Property Owner Association and as such, is subject to the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for the same, recorded in the Official Records Book 6370, Page 50 in Public Records of Volusia County, Florida, as may be amended from time to time.
- B. If the Property is subdivided, the Developer shall form and incorporate a Property Owner Association (the "POA") or enter into an agreement to govern the continued operation and maintenance of common areas, and common facilities on the Property, including but not limited to all access drives, sidewalks, common open space, stormwater, utilities, etc. Prior to approval of a subdivision plat the POA Covenants and Restrictions or agreement shall be reviewed and approved by City.
- C. If the Property is not subdivided, the Developer shall maintain the Property according to the LDC.

15. ENVIRONMENTAL CONSIDERATIONS:

The Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission. Compliance with the City Land Development Code may necessitate modification of the CDP.

16. EFFECTIVE DATE AND EXPIRATION:

- A. This Agreement shall be effective upon recording by the City at the Developer's expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance for MDA shall not take place until the Developer has provided an executed copy of the MDA to the City Attorney's Office addressing all issues discussed prior to the scheduled Second Reading. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, the Agreement shall be signed by the Mayor and City Clerk and recorded.
- B. The Initial phase of development of the Property shall commence within three (3) years from the effective date unless extended by mutual agreement of the parties. Failure to comply with the established schedule shall cause the Agreement to lapse. The term "Development" shall have the meaning as set forth in the LDC.

17. AMENDMENTS

- A. Amendments to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.
- B. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of the public hearings may be held by the Planning Commission.
 - 1. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Developer's cost, in a newspaper of general circulation and readership in Volusia County, Florida.
 - 2. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes, as amended from time to time.
 - 3. The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - a. Changes permitted, conditional, and/or prohibited uses proposed.
 - b. Changes in building intensities and/or height proposed.
 - 5. All notices shall specify a place where a copy of the proposed amendment can be obtained.

18. CONFORMANCE WITH LAWS

The Developer agrees:

- 1. To develop the Property according to all regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
- 2. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

19. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

20. PRIOR AGREEMENTS:

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and suspended by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Developer(s).

21. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement

shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

IN WITNESS, WHEREOF, the parties have executed this Master Development Agreement by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Printed name

By: _____
Donald O. Burnette, Mayor
1000 City Center Circle
Port Orange, Florida 32129

Printed name

Printed name

Attest _____
Robin L. Fenwick, CMC, City Clerk
1000 City Center Circle
Port Orange, Florida 32129

Printed name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

(Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by Robin L. Fenwick, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal
Corporation, on behalf of the City. She is personally known to me and did not take an oath.

Notary Public

(Seal)

Witnesses:

DEVELOPER

By: _____

Date: _____

Printed Name

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____,
2016, by..... He/she is personally known to me and did not take an oath.

Type, Print or Stamp Name

My Commission Expires: _____

EXHIBIT "A" – LEGAL DESCRIPTION

Legal Description for 3rd Party Tract

A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE S89°57'22"E ALONG THE SOUTH LINE THEREOF, 886.76 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 2965.00 FEET, A CENTRAL ANGLE OF 15°03'12" AND A CHORD BEARING OF N47°17'27"W; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 779.00 FEET; THENCE N54°49'03"W ALONG SAID RIGHT OF WAY LINE, 4266.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N54°49'03"W, 260.76 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,809.86 FEET AND A CENTRAL ANGLE OF 20°02'30"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 633.08 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 21°55'50" AND A CHORD BEARING OF N47°19'58"E; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 12.25 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HOCKNEY COURT; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N58°17'53"E, 104.29 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 171.00 FEET AND A CENTRAL ANGLE OF 14°55'53"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 44.56 FEET; THENCE N43°22'00"E, 35.73 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 248.00 FEET AND A CENTRAL ANGLE OF 13°12'21"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 57.16 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 535.00 FEET AND A CENTRAL ANGLE OF 21°57'55"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 205.10 FEET; THENCE N34°36'26"E, 175.85 FEET TO THE NORTHWESTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6370, PAGE 114 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF THE AFOREMENTIONED PARCEL, S55°23'33"E, 983.80 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE DEPARTING SAID WESTERLY LINE AND CONTINUING ALONG THE NORTHERLY LINE OF A ST. JOHNS RIVER WATER MANAGEMENT DISTRICT CONSERVATION EASEMENT AS RECORDED IN O.R. BOOK 6221, PAGE 983, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE FOLLOWING SEVEN (7) CALLS: S84°36'06"W, 9.34 FEET; THENCE S16°28'11"W, 86.90 FEET; THENCE S01°50'54"W, 87.63 FEET; THENCE S65°11'31"W, 54.75 FEET; THENCE S24°57'24"W, 93.67 FEET; THENCE S09°14'16"E, 61.11 FEET; THENCE S71°43'17"W, 58.75 FEET TO THE NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5939, PAGE 0062, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY LINE OF A ST. JOHNS RIVER WATER MANAGEMENT DISTRICT CONSERVATION EASEMENT AND CONTINUING ALONG THE NORTHERLY LINE OF THE AFOREMENTIONED PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5939, PAGE 0062, N55°23'34"W, 282.36 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, S34°36'26"W, 342.08 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND THE POINT OF BEGINNING.

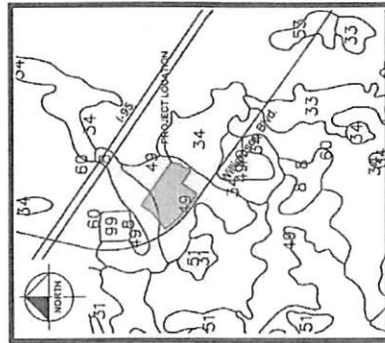
CONTAINING 672,925 sq. ft. OR 15.45 acres, MORE OR LESS

EXHIBIT "B" – CDP

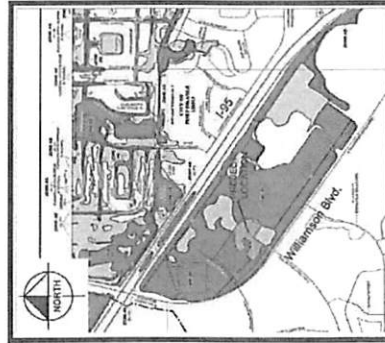


PROJECT TEAM

ENGINEER
KIMLEY-HORN AND ASSOCIATES
3660 MAGUIRE BLVD., SUITE 200
ORLANDO, FL 32803
CONTACT: JONATHAN A. MARTIN, P.E.
PHONE: (407) 898-1511



SOILS MAP
APPROXIMATE SCALE 1"=1.000'



FLOOD ZONE
APPROXIMATE SCALE 1"=1,000'



ZONING MAP
APPROXIMATE SCALE 1"=1,000'



VICINITY MAP
APPROXIMATE SCALE 1"=1 MILE

LEGAL DESCRIPTION

[illegible]

SP-00	COVER SHEET
SP-01	CONCEPTUAL DEVELOPMENT PLAN-ALT "A"
SP-02	CONCEPTUAL DEVELOPMENT PLAN-ALT "B"

JONATHAN A. MARTIN, P.C.
FL P.C. NO. 94009

PREPARED BY
Kimlev»Horn

© 1998 KIMLEY-HORN AND ASSOCIATES, INC.
3050 Westgate Boulevard, Suite 200, Orlando, FL 32803
Phone: (407) 838-1311 Fax: (407) 834-4781

EXHIBIT "C" – LIST OF USES

Section 23: - Commercial industrial (CI) district.

- (a) *Purpose and intent.* The commercial industrial (CI) district is intended to provide development of those less intense storage, repair, industrial service and limited manufacturing uses that have fewer potential impacts on surrounding properties, yet are logically segregated from general commercial areas for aesthetic and economic reasons.
- (b) *Permitted uses.*
- (1) Adult/vocational education.
 - (2) Antennas.
 - (3) Appliance/electronic repair shops.
 - (4) Boat repair, engine.
 - (5) Business services.
 - (6) Camouflaged and monopole communication towers.
 - (7) Commercial/industrial equipment and supplies.
 - (8) Commercial/industrial services.
 - (9) Commercial/industrial warehouses.
 - (10) Construction contractor's yard and storage.
 - (11) Fleet-based services.
 - (12) Greenhouses and nurseries (wholesale and retail).
 - (13) Laboratory, research and development.
 - (14) Laundry and dry cleaning plants.
 - (15) Maintenance contractors.
 - (16) Manufacturing: craftsman shops.
 - (17) Manufacturing: fabrication.
 - (18) Manufacturing: limited.
 - (19) Mini-warehouses.
 - (20) Motor vehicle and boat storage facilities.
 - (21) Motor vehicle repair facilities.
 - (22) Motor vehicle service stations.
 - (23) Motor vehicle towing and impoundment.
 - (24) Offices.

- (25) Taxidermy.
- (26) Transportation services.
- (27) Truck/trailer/automobile rental.
- (28) Wholesalers and distributors.

(c) *Permitted uses with special development requirements (chapter 18, section 4).*

- (1) Brewery (subsection 3.7).
- (2) Kennels (subsection 8).
- (3) Health/exercise club (subsection 6).

(d) *Special exception uses (chapter 18, section 3).*

- (1) Guyed and lattice communication towers.
- (2) Medical marijuana cultivation (subsection 9.7).
- (3) Medical marijuana processing facility (subsection 9.7).
- (4) Used motor vehicle parts yards (subsection 23).

Section 24: - Light industrial (LI) district.

(a) *Purpose and intent.* The light industrial (LI) district is intended to provide development for limited industrial operations engaged in the fabricating, repair, or storage of manufactured goods, where no objectionable by-products of the activity (such as odors, smoke, dust, refuse, electromagnetic interference, noise in excess of that customary to loading, unloading, and handling of goods and materials) are noticeable beyond the lot on which the facility is located. No hazardous materials may be utilized by the industrial operations permitted in this district.

(b) *Permitted uses.*

- (1) Airport and related activities.
- (2) Antennas.
- (3) Boat repair, body.
- (4) Boat repair, engine.
- (5) Camouflaged, guyed, lattice and monopole communication towers.
- (6) Commercial/industrial warehouse.
- (7) Construction contractor's yard and storage.
- (8) Crematoriums.

- (9) Equipment, electric motor and engine repair.**¹
- (10) Greenhouses and nurseries (wholesale only).
- (11) Laboratory, research and development.
- (12) Laundry and dry cleaning plants.
- (13) Manufacturing, craftsman shops.
- (14) Manufacturing, limited.
- (15) Manufacturing, fabrication.
- (16) Manufacturing, processing, including painting.
- (17) Motor vehicle repair facilities.
- (18) Motor vehicle towing and impoundment.
- (19) Offices.
- (20) Rental of Equipment on the subject property manufactured or serviced by the industrial site on the subject property.**
- (21) Storage of materials used in manufacturing processes.**
- (22) Testing / Demonstration ponds for water pumps, including outdoor testing and demonstration of equipment.**
- (23) Trucking terminals.
- (c) *Permitted uses with special development requirements (chapter 18, section 4).*
 - (1) Brewery (subsection 3.7).
 - (2) Health/exercise club (subsection 6).
- (d) *Special exception uses (chapter 18, section 3).*
 - (1) Marina, commercial/industrial (subsection 9.5).
 - (2) Medical marijuana cultivation (subsection 9.7).
 - (3) Medical marijuana processing facility (subsection 9.7).
 - (4) Truck stops (subsection 21).

¹ **Asterisks indicate text added to existing list of LI uses by this MDA.



STAFF REPORT

Thompson Pump and Manufacturing Company, Inc. Master Development Agreement and Conceptual Development Plan
CASE NO. 16-40000008

REQUEST:	To approve the Thompson Pump and Manufacturing Company, Inc. Master Development Agreement and Conceptual Development Plan
CONTRACT PURCHASER:	Thompson Pump and Manufacturing Company, Inc.
PROPERTY OWNER:	City of Port Orange
LOCATION:	East side of Williamson Boulevard, south of Hockney Court.
RECOMMENDATION:	Approval , dependent on City Council's approval of the policy considerations as described in the staff report
PLANNING COMMISSION RECOMMENDATION:	Approval
CITY COUNCIL DATE:	January 17, 2017

DISCUSSION:

The subject property is located on the east side of Williamson Boulevard, south of Hockney Court (Figure 1) and zoned PC-A Workplace District. Currently, the subject property is owned by the City of Port Orange. Thompson Pump has a contract with the City to close on the purchase of the +/- 15-acre property in March 2017. As the contract purchaser, Thompson Pump has prepared a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) that would apply to the subject property.



According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for a specific area within the PC-A Workplace Zoning District, establishing permitted uses and certain development requirements. The CDP is an exhibit to the MDA that includes the general location and size of the buildings, parking, buffers, landscape, and drainage areas. The MDA and CDP do not grant approval of any specific development, but rather, establish parameters for how the property can be developed.

Specific site development requirements listed the MDA and LDC, such as the type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, and water, sewer, and reclaim lines, shape and depth of the stormwater pond, design of the parking lot, appearance of the buildings, and other site requirements are finalized with a site plan. A site plan is typically a 25 to 35-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering and construction details. The final site plan for the Thompson Pump site is required to be designed to meet the requirements of the LDC and the proposed MDA.

The PC-A Workplace Zoning District was originally envisioned as an area that would be developed with regional office complexes, similar to the Heathrow area near Orlando and the area along I-95, south of downtown Jacksonville, with a possible connection to I-4. However, due to the recession and other factors, the focus of the PC-A Workplace District has expanded to also include manufacturing uses. The flexibility from the standard code requirements for manufacturing uses is offered with the goal of encouraging the development of quality manufacturing uses in the PC-A Workplace Zoning District, such as Thompson Pump and Raydon.

DEVELOPMENT PROPOSAL:

If approved, the MDA and the CDP (Exhibit "A") will provide the regulatory framework for the development of the +/- 15-acre site as an office headquarter/manufacturing campus for Thompson Pump with a combined square footage of +/- 140,000. The following discussion will focus on the significant aspects of the MDA and CDP, such as the use, size, and development impacts.

General Site Layout:

The proposed project will be located within the area defined in the MDA as the "Property". The proposed development is expected to consist of 2 or 3 buildings, generally located between Raydon and Williamson Boulevard, and associated site improvements (parking, landscaping, stormwater, utilities, etc.) The pond shown on the CDP is to be used as a research pond for testing of pumps manufactured at the property. The stormwater drainage pond for this property is located behind Raydon and was originally permitted and built by the City of Port Orange.

Site Access:

The proposed development will be accessed from Williamson Boulevard and Hockney Court. As indicated in the MDA, the developer of the property will install the 4th traffic signal head at the intersection of Williamson Boulevard and Town West Boulevard.

Phasing:

There is a provision in the MDA that allows for the project to be developed in phases, provided each phase is able to function in regard to access and infrastructure. Past MDA's approved by the City Council allow projects to be developed in phases as long as necessary infrastructure has been inspected and approved by the City to allow a portion of the project to be open to the public.

Permitted Uses:

The following uses are proposed within the Property: equipment and engine repair, equipment rental of equipment manufactured on the property, testing/demonstration pond of water pumps, and uses currently allowed in the LDC for the PC-A Workplace Zoning District such as: manufacturing, office, commercial/industrial equipment and supplies, commercial/industrial warehouses, etc.

The accessory uses, typically associated with a manufacturing use, could include equipment and engineer repair, equipment rental of equipment manufactured on the property, and testing/demonstration area. The accessory uses will meet the criteria for accessory uses in Chapter 16 of the LDC including:

1. Be customarily incidental to the principal use established on the same lot;
2. Be subordinate to and serve such principal use;
3. Be subordinate in area, extent and purpose to such principal use; and
4. Contribute to the comfort, convenience or necessity of users of such principal use.

Proposed Deviations from the Master Plan Requirements:

The proposed MDA allows the contract purchaser to request flexibility from the standard code requirements. The only specific criteria in the LDC to assess the requested deviations are that they provide for innovative site and building design and a greater public benefit. Staff recommendations on zoning matters are generally based on considerations of compatibility with adjacent uses, similar conventional City zoning districts, and consistency with the adopted Comprehensive Plan. As part of the review of this proposal, the Planning Commission and City Council will need to consider the following deviations from the LDC requested by the contract purchaser:

1. Parking Lot Design: The contract purchaser is requesting flexibility to be able to design the parking lot in the traditional manor allowed in most of the City's industrial and commercial zoning districts. The PC-A Workplace is the only zoning district with a requirement for all properties with frontage on Williamson Boulevard and Hockney Court to have a maximum of 50 parking spaces in front of the building. The proposed MDA removes this requirement but states that the parking lot will be designed according to the requirements in Chapter 12 of the LDC. In addition, a 50-foot landscape buffer will be installed along Williamson Boulevard and a 10' landscape buffer will be installed along Hockney Court.

The parking space location requirement was created specifically for the PC-A Workplace zoning district when it was envisioned as an area that would be developed with regional office complexes and the City wanted to minimize the size of parking lots visible from the roads in this area.

According to the contract purchaser, the placement of parking spaces behind and along the sides of the building will interfere with the daily operations of the manufacturing use. The placement of a majority of the required parking spaces is anticipated to be in front of their buildings because the area behind the buildings will be used for the storage of materials and products, shipping and receiving of materials and products, and the manufacturing of products.

2. Open Space: The contract purchaser is requesting the open space requirement for the property be similar to the open space requirement in the City's other industrial and zoning districts: Commercial Industrial (CI) and Light Industrial (LI). The PC-A Workplace zoning district requires a minimum of 30% of the site to be open space. According to the LDC, open space is not developed with impervious surface and includes tree and environmental preservation areas, water bodies, and landscape buffers. The proposed MDA requests a minimum twenty percent (20%) open space requirement for the property.

The proposed open space requirement in the MDA is consistent with the open space requirement in the City's CI and LI zoning districts and the St. Johns River Water Management District permit.

Table 1. Open Space Requirement

Zoning or Permit	Open Space Required
Proposed MDA	20%
PC-A Workplace	30%
Light Industrial (LI)	15%
Commercial Industrial (CI)	20%
SJRWMD Permit	20%

3. Walklights: The contract purchaser is requesting to remove the PC-A zoning requirement to install walklights every 100 feet. along Williamson Boulevard for sites in the PC-A zoning district. According to the contract purchaser, this request is being made because there is not expected to be a sufficient volume of pedestrian traffic to warrant special lights that only light the sidewalk. There are no residential neighborhoods on the east side of Williamson Boulevard that would directly benefit from the lit sidewalk. In addition, some of the properties on the east side of Williamson Boulevard are not in the PC-A zoning district so even if walklights are installed with this project there would still be substantial light gaps along the east side.

Within the PC-A zoning district, the only road required to install walklights is Williamson Boulevard. The other roadways within the PC-A (McGinnis Avenue, Coraci Boulevard, Town West Boulevard, Hockney Court, and local subdivision streets) are not required to install walklights. In addition, all of the residential uses in the PC-A are located on the west side of Williamson Boulevard and a majority of the residents that walk or bike to the Pavilion or the commercial uses at Williamson Boulevard and Taylor Road use the 8' sidewalk on the west side of Williamson Boulevard where there are walklights. These pedestrians typically cross at the Williamson Boulevard/Summer Trees Boulevard/Pavilion traffic light.

4. Internal Parking Lot Landscaping: The LDC requires 10% of the paved vehicular use area (parking lot) on a site to be designed as landscaping that is to be located within the parking lot. According to the contract purchaser, the proposed use will have paved areas that are not open to the public and serve as outside storage, loading, and assembly areas related to the manufacturing use. The areas will not function like typical vehicular use areas more common in shopping centers and other commercial developments. For the manufacturing use, these areas need to remain free of obstacles that could impede areas dedicated to the manufacturing function. The proposed MDA states that only parking spaces and access drives open to the public or visible from a right-of-way or adjacent property will be used to determine the amount of landscaping required in the parking lot.

RECOMMENDATION:

Approval of the Thompson Pump and Manufacturing Company, Inc. Master Development Agreement and Conceptual Development Plan subject to the following:

1. City Council direction on the policy considerations and
2. Review and approval by the City Attorney's Office for legal form and content.

ATTACHMENT:

1. Exhibit "A" – Master Development Agreement & Conceptual Development Plan

**REVISED**

**THE THOMPSON PUMP AND MANUFACTURING COMPANY, INC.
MASTER DEVELOPMENT AGREEMENT**

This THOMPSON PUMP AND MANUFACTURING COMPANY, INC Master Development Agreement is hereby entered into by and between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter "City"); and Thompson Pump & Manufacturing Company, Inc. (hereinafter "Developer"), hereby agree and covenant, and bind their successors and assigns as follows:

1. PURPOSE OF AGREEMENT:

The purpose of this Master Development Agreement is to provide a comprehensive development plan for the subject property as defined below. This Master Development Agreement is approved pursuant to Chapter 17, Section 29(e)(3) of the Land Development Code, unless amended herein.

2. THE PROPERTY:

The property that is subject to this Master Development Agreement (hereinafter "Agreement") consists of approximately 15.45 acres of real property located on Williamson Boulevard, within the municipal limits of the City of Port Orange and further described on Exhibit "A", which is attached hereto and by reference made a part hereof (the "Property"). The Property is under unified ownership of the City of Port Orange, and is under contract with the Developer, both of whom are signatories to this Agreement.

3. CONFORMANCE WITH COMPREHENSIVE PLAN:

The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's comprehensive plan as of the date of adoption of this Agreement enacting the zoning provided herein.

4. DEVELOPMENT:

A. The Property shall generally be developed as a phased industrial development project according to the Agreement and as depicted on the Conceptual Development Plan (CDP) prepared by Kimley-Horn and dated November 22, 2016, which is attached hereto and incorporated herein as Exhibit "B" and as more particularly described herein. The development of the Property will require the approval of a site plan and/or subdivision plat and plans application, which shall be reviewed in accordance with this Agreement and the Land Development Code.

- B. Developer does not plan to subdivide the property. However, should subdivision be considered in the future, the Developer shall comply with the requirements of the Land Development Code in place at the time of such subdivision.
- C. As part of the first phase of development, Developer shall install a 4th traffic signal head on the existing traffic light at the intersection of Town West Boulevard and Williamson Boulevard prior to issuance of the first certificate of occupancy (C/O). Developer shall be responsible for any re-timing of the signals along Williamson Boulevard, if necessary. Developer shall coordinate installation of said traffic signal head with Volusia County as required, including seeking county assistance with design and installation.

5. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN:

- A. Development of the Property shall be controlled by the terms and conditions of this Agreement and the CDP, which depicts the planned layout of improvements to the Property. To the extent actual buildings and other improvements are shown on the CDP, they are shown only for illustrative purposes. Developers shall be permitted to relocate or reconfigure buildings, other improvements and uses so long as the changes are otherwise consistent with this Agreement. The CDP depicts possible layouts for the Property. Either of the respective layouts, or one not currently presented, may ultimately be developed on the Property, so long as the chosen layout complies with this Agreement and the development parameters found herein, and subject to review and approval of all necessary site plans and related permits. Collectively, this Agreement and the CDP for the Property may be referred to as the "Plan". In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement shall control. If the Agreement is silent regarding a subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the terms and provisions of the Plan shall control. If the Plan fails to address a subject or code requirements, the requirements of the applicable City ordinance(s) as defined by the City's Land Development Code ("LDC"), shall control.
- B. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. All other modification shall be deemed "major" and shall require formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative Official, who is defined in the LDC. If the Developer is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

6. PHASING:

- B. Development of the Property is intended to occur in multiple phases, as the market dictates and at the sole discretion of Developer. Each proposed phase shall be required to install all necessary infrastructure, including all necessary easements and dedications, to stand alone, with the support of previous built phases. Each phase shall be built to be consistent with applicable City standards and this Agreement. Permits for development of phases or sub-phases shall be submitted for approval through the City's Final Site Plan and/or Subdivision Plat and Plan process.

7. PERMITTED USES:

Permitted uses shall be those allowed herein and in the City of Port Orange's Planned Community – Agricultural (PC-A) Workplace (Office/Industrial) Zoning District, as may be amended from time to time, and those consistent with the use limitations placed upon the property through a deed restriction, set forth in the Warranty Deed recorded in the Official Records Book 5934, Page 2532, and as amended in Official Records Book ____, Page ____, all in Public Records of Volusia County, Florida. Specifically, the list of uses attached hereto and incorporated herein as Exhibit "C" shall be permitted and if any additional uses are added by the City to the PC-A Workplace (Office/Industrial) Zoning District, those uses shall also be permitted.

- 8. DIMENSIONAL REQUIREMENTS:** The Property shall be subject to the following dimensional requirements: Dimensional Requirements shall be those allowed in the City of Port Orange's Planned Community – Agricultural (PC-A) Workplace (Office/Industrial) Zoning District, as may be amended from time to time, unless modified herein:

Maximum Building Coverage per Individual Lot: 50%

Maximum Impervious Coverage per Individual Lot: 80%

Minimum Open Space per Individual Lot: 20%

Minimum Lot Width – 150'

Minimum Lot Area – 20,000 SF

Minimum Building Setbacks

Front– Required Right-of-Way Landscape Buffer

Side – 20'

Rear - 25'

Hockney Court – 20'

S. Williamson Boulevard – 50'

Maximum Building Height: 60'

9. LANDSCAPE BUFFER/OPAQUE SCREENING/WALKLIGHTS:

- A. All landscape buffers, foundation landscaping, vehicular use/parking landscaping, supplemental landscaping, and tree preservation, shall be developed in compliance with the Land Development Code (LDC). as may be amended from time to time, unless modified herein:

- i. Ten percent of the area designed for vehicular use (driveways, access drives, and parking spaces) shall be devoted to the creation of interior landscaping. The base area of the vehicular use area shall be measured along the outer edge and include all parking spaces, access drives, landscaped islands at the corners of and within parking areas, and other areas for vehicular use as determined by staff. See CDP for example of area required to have interior landscaping. Paved areas (greater than 30') between buildings or between a building and parking spaces dedicated to industrial uses as determined by staff shall not be included in the base area.
 - ii. Foundation plantings required by the LDC can be transferred to areas on the property to provide additional screening from a public street or adjacent property.
 - iii. To the extent that internal landscaping is shown on Exhibit "B", attached hereto and incorporated herein, it is shown only for illustrative purposes. Developer shall be able to reconfigure landscaping so long as the changes are otherwise consistent with the LDC and the provisions of this Agreement.
- B. The development shall be exempt from Chapter 17, Section 29(h)(2) of the Land Development Code regarding the installation of walk lights within the Williamson Boulevard right-of-way.

10. ARCHITECTURAL/DESIGN STANDARDS:

All buildings and accessory structures on the Property shall be developed in compliance with the requirements of the LDC.

11. PARKING LOT:

- A. The development shall be exempt from Chapter 17, Section 29(e)(2)(b)(4) of the Land Development Code regarding the placement of parking spaces on the subject property.
- B. Minimum required parking spaces and bicycle spaces, parking lot design, parking space dimensions, access drive width and design shall be developed in compliance with the Land Development Code (LDC) as may be amended from time to time.

12. PUBLIC UTILITIES AND STORMWATER MANAGEMENT:

- A. Public utilities shall be designed to meet the City's specifications and requirements of the LDC and City Standard Construction Details.
- B. Stormwater management shall comply with the LDC, City Standard Construction Details and the rules and regulations of the St. John's River Water Management District concerning storm water drainage. The Developer shall provide all required easements to the City over the proposed retention area and related stormwater structures.
- C. Research Pond shall not be included as contributing to the required stormwater management features but may, as determined by the Developer, hold stormwater from time to time.

13. SIGNAGE:

Except as otherwise set forth in the CDP or this Agreement, the signage for the Property shall be in compliance with the terms set forth in the LDC.

14. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES:

- A. The Property is incorporated in the Port Orange Business Park Property Owner Association and as such, is subject to the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for the same, recorded in the Official Records Book 6370, Page 50 in Public Records of Volusia County, Florida, as may be amended from time to time.
- B. If the Property is subdivided, the Developer shall form and incorporate a Property Owner Association (the "POA") or enter into an agreement to govern the continued operation and maintenance of common areas, and common facilities on the Property, including but not limited to all access drives, sidewalks, common open space, stormwater, utilities, etc. Prior to approval of a subdivision plat the POA Covenants and Restrictions or agreement shall be reviewed and approved by City.
- C. If the Property is not subdivided, the Developer shall maintain the Property according to the LDC.

15. ENVIRONMENTAL CONSIDERATIONS:

The Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission. Compliance with the City Land Development Code may necessitate modification of the CDP.

16. EFFECTIVE DATE AND EXPIRATION:

- A. This Agreement shall be effective upon recording by the City at the Developer's expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance for MDA shall not take place until the Developer has provided an executed copy of the MDA to the City Attorney's Office addressing all issues discussed prior to the scheduled Second Reading. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, the Agreement shall be signed by the Mayor and City Clerk and recorded.
- B. The Initial phase of development of the Property shall commence within three (3) years from the effective date unless extended by mutual agreement of the parties. Failure to comply with the established schedule shall cause the Agreement to lapse. The term "Development" shall have the meaning as set forth in the LDC.

17. AMENDMENTS

- A. Amendments to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.
- B. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of the public hearings may be held by the Planning Commission.
 - 1. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Developer's cost, in a newspaper of general circulation and readership in Volusia County, Florida.
 - 2. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes, as amended from time to time.
 - 3. The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - a. Changes permitted, conditional, and/or prohibited uses proposed.
 - b. Changes in building intensities and/or height proposed.
 - 5. All notices shall specify a place where a copy of the proposed amendment can be obtained.

18. CONFORMANCE WITH LAWS

The Developer agrees:

- 1. To develop the Property according to all regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
- 2. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

19. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

20. PRIOR AGREEMENTS:

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and suspended by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Developer(s).

21. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement

shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

IN WITNESS, WHEREOF, the parties have executed this Master Development Agreement by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Printed name

Printed name

Printed name

Printed name

By: _____
Donald O. Burnette, Mayor
1000 City Center Circle
Port Orange, Florida 32129

Attest _____
Robin L. Fenwick, CMC, City Clerk
1000 City Center Circle
Port Orange, Florida 32129

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

(Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by Robin L. Fenwick, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal
Corporation, on behalf of the City. She is personally known to me and did not take an oath.

Notary Public

(Seal)

Witnesses:

DEVELOPER

Printed Name

By: _____

Date: _____

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____,
2016, by..... He/she is personally known to me and did not take an oath.

Type, Print or Stamp Name

My Commission Expires: _____

Witnesses:

CITY

By: _____

Date: _____

Printed Name

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____,
2016, by..... He/she is personally known to me and did not take an oath.

Type, Print or Stamp Name

My Commission Expires: _____

[Notary Seal]

EXHIBIT "A" – LEGAL DESCRIPTION

A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE S89°57'22"E ALONG THE SOUTH LINE THEREOF, 886.76 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 2965.00 FEET, A CENTRAL ANGLE OF 15°03'12" AND A CHORD BEARING OF N47°17'27"W; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 779.00 FEET; THENCE N54°49'03"W ALONG SAID RIGHT OF WAY LINE, 4266.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N54°49'03"W, 260.76 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,809.86 FEET AND A CENTRAL ANGLE OF 20°02'30"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 633.08 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 21°55'50" AND A CHORD BEARING OF N47°19'58"E; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 12.25 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HOCKNEY COURT; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N58°17'53"E, 104.29 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 171.00 FEET AND A CENTRAL ANGLE OF 14°55'53"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 44.56 FEET; THENCE N43°22'00"E, 35.73 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 248.00 FEET AND A CENTRAL ANGLE OF 13°12'21"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 57.16 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 535.00 FEET AND A CENTRAL ANGLE OF 21°57'55"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 205.10 FEET; THENCE N34°36'26"E, 175.85 FEET TO THE NORTHWESTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6370, PAGE 114 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF THE AFOREMENTIONED PARCEL, S55°23'33"E, 983.80 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE DEPARTING SAID WESTERLY LINE AND CONTINUING ALONG THE NORTHERLY LINE OF A ST. JOHNS RIVER WATER MANAGEMENT DISTRICT CONSERVATION EASEMENT AS RECORDED IN O.R. BOOK 6221, PAGE 983, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE FOLLOWING SEVEN (7) CALLS: S84°36'06"W, 9.34 FEET; THENCE S16°28'11"W, 86.90 FEET; THENCE S01°50'54"W, 87.63 FEET; THENCE S65°11'31"W, 54.75 FEET; THENCE S24°57'24"W, 93.67 FEET; THENCE S09°14'16"E, 61.11 FEET; THENCE S71°43'17"W, 58.75 FEET TO THE NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5939, PAGE 0062, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY LINE OF A ST. JOHNS RIVER WATER MANAGEMENT DISTRICT CONSERVATION EASEMENT AND CONTINUING ALONG THE NORTHERLY LINE OF THE AFOREMENTIONED PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5939, PAGE 0062, N55°23'34"W, 282.36 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, S34°36'26"W, 342.08 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND THE POINT OF BEGINNING.

CONTAINING 672,925 sq. ft. OR 15.45 acres, MORE OR LESS

EXHIBIT “B” – CDP



CONCEPTUAL DEVELOPMENT PLANS FOR THOMPSON PUMP MDA

CITY OF PORT ORANGE, FLORIDA
NOVEMBER 2016
TAX PARCEL: 13-16-32-09-00-0010

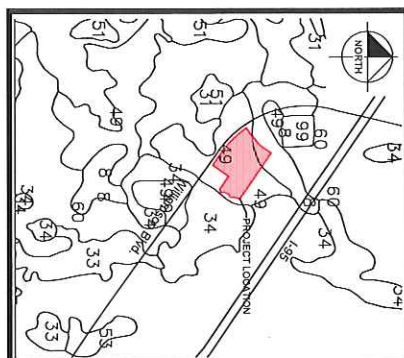
PROJECT TEAM

OWNER
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129
PHONE: (386) 506-5500

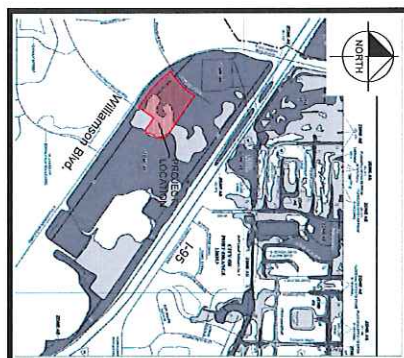
CONTRACT PURCHASER/DE
THOMPSON PUMP & MFG. CO., INC.
4620 CITY CENTER DRIVE
PORT ORANGE, FL 32129
CONTACT: CHRIS THOMPSON
PHONE: (386) 527-0595

SURVEYOR
SLIGER & ASSOCIATES, INC
3921 SOUTH NOVA ROAD
PORT ORANGE, FL 32127
CONTACT: JOE ZAPERT
PHONE: (386) 761-5385
FAX: (386) 760-0619

ENGINEER
KIMLEY-HORN AND ASSOCIATES
3660 MAGUIRE BLVD., SUITE 200
ORLANDO, FL 32803
CONTACT: JONATHAN A. MARTIN, P.E.
PHONE: (407) 898-1511



SOILS MAP
APPROXIMATE SCALE 1"=1,000'



FLOOD ZONE
APPROXIMATE SCALE 1"=1,000'



ZONING MAP
APPROXIMATE SCALE 1"=1,000'



VICINITY MAP
APPROXIMATE SCALE 1"=1,000'

LEGAL DESCRIPTION

[illegible]

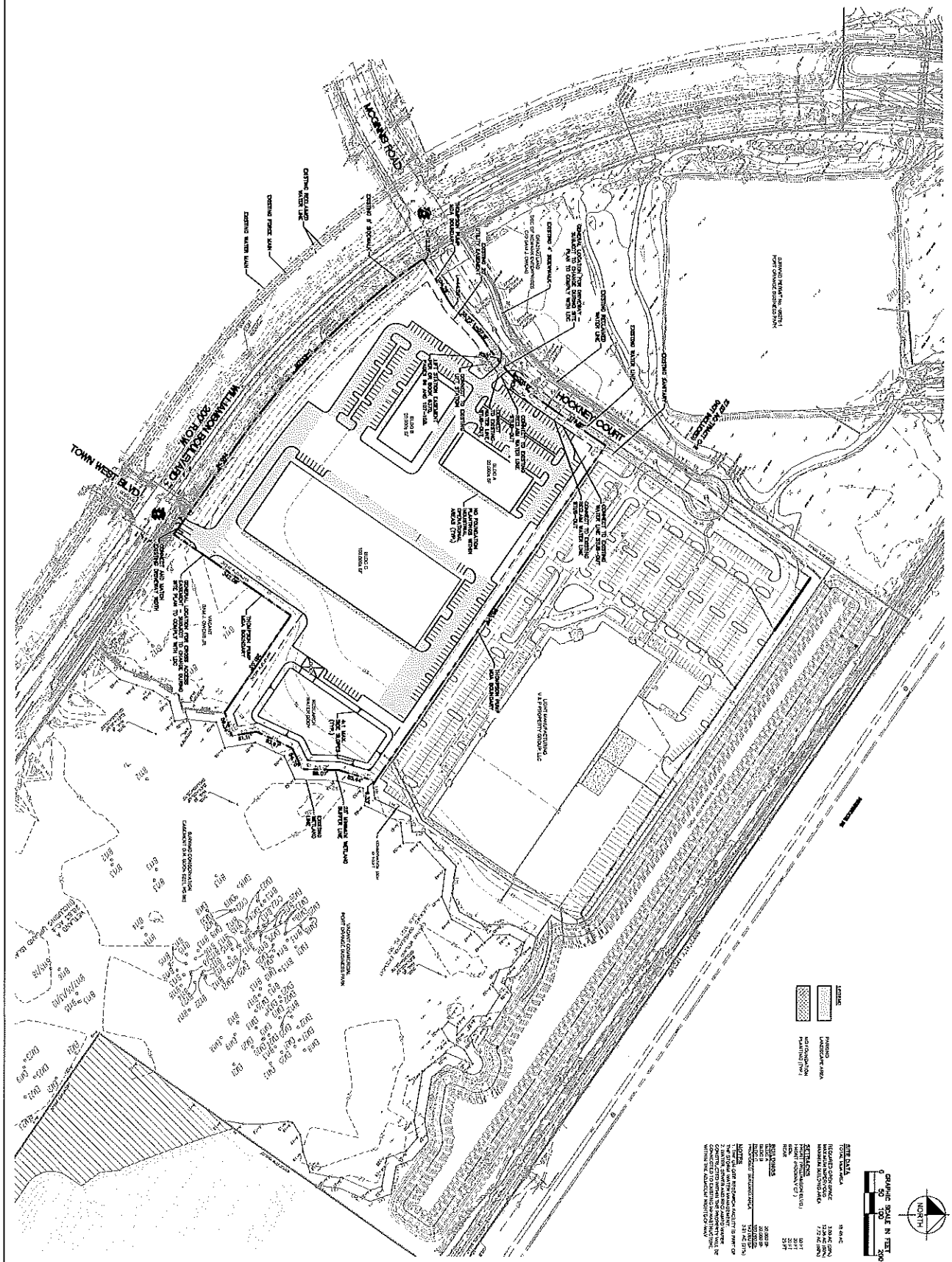
PREPARED BY
Kimley»Horn

© 2018 KALITY-HORN AND ASSOCIATES, INC.
3650 Megalia Boulevard, Suite 200, Orlando, FL 32830.
Phone: (407) 898-1511 Fax: (407) 894-4781
WWW.KALITY-HORN.COM CA 00000838

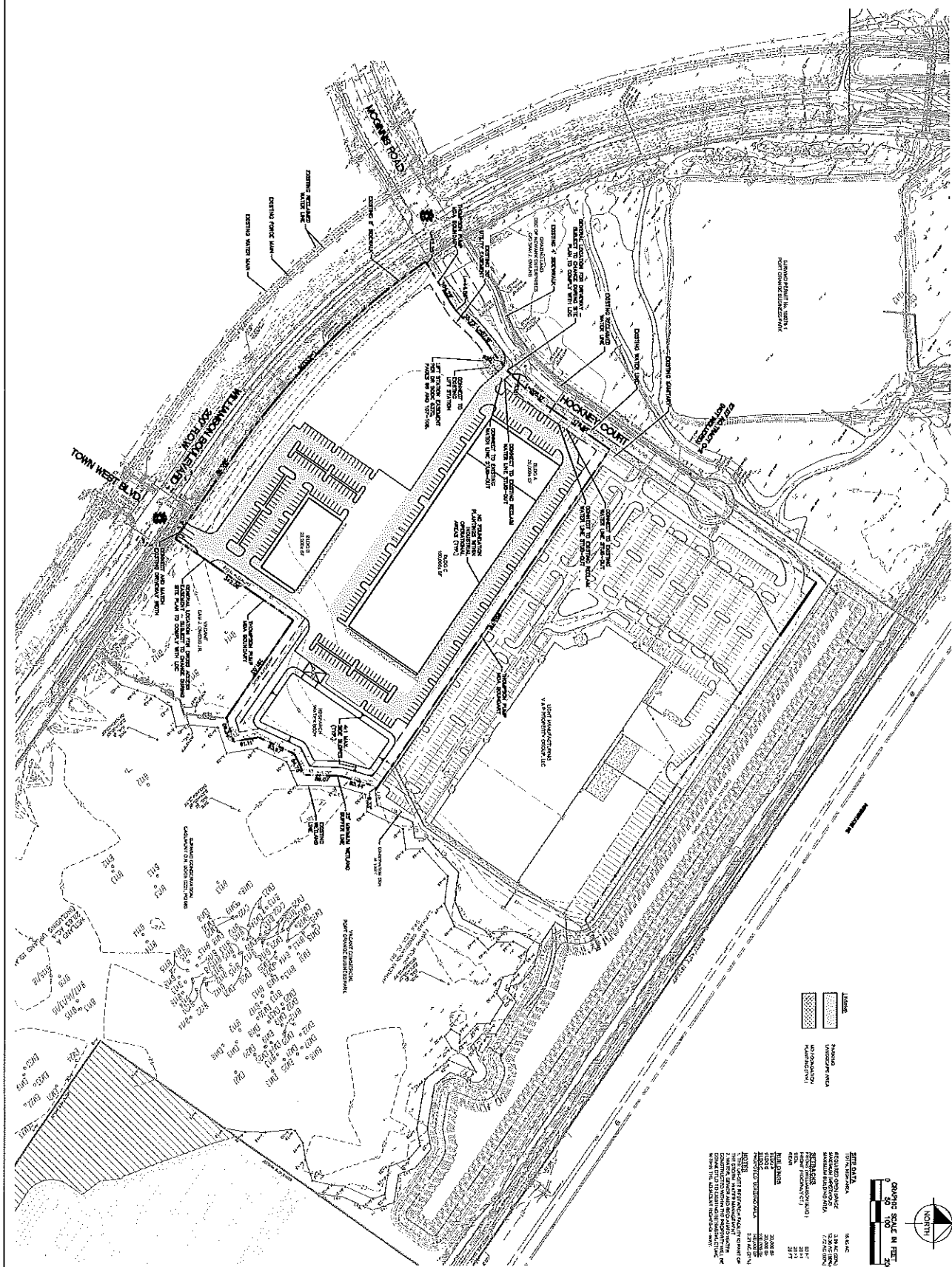
SHEET INDEX

SP-00	COVER SHEET
SP-01	CONCEPTUAL DEVELOPMENT PLAN-ALT "A"
SP-02	CONCEPTUAL DEVELOPMENT PLAN-ALT "B"

JONATHAN A. MARTIN, P.E.
FL. P.E. NO. 54035



SHEET NUMBER SP-01 THOMPSON PUMP MDA CITY OF PORT ORANGE FLORIDA	CONCEPTUAL DEVELOPMENT PLAN ALT "A"	KHA PROJECT 145607000 DATE 11/22/18 SCALE AS SHOWN DESIGNED BY [Signature] DRAWN BY [Signature] CHECKED BY [Signature]	LICENSED PROFESSIONAL FLORIDA LICENSE NUMBER [Number] DATE [Date]	Kimley-Horn © 2018 KIMLEY-HORN AND ASSOCIATES, INC. 3650 MAGNIFICENT BOULEVARD, SUITE 200, ORLANDO, FL 32805 PHONE: 407-895-1511 WWW.KIMLEY-HORN.COM CA 00005993
---	---	--	---	---



SHEET NUMBER SP-02	THOMPSON PUMP MDA CITY OF PORT ORANGE FLORIDA	CONCEPTUAL DEVELOPMENT PLAN ALT "B"	KHA PROJECT 145607000 DATE 11/22/16 SCALE AS SHOWN DESIGNED BY KIMLEY-HORN CHECKED BY KIMLEY-HORN DATE	LICENSED PROFESSIONAL FLORIDA LICENSE NUMBER Kimley-Horn © 2014 KIMLEY-HORN AND ASSOCIATES, INC. 3550 MADRIDE BOULEVARD, SUITE 200, ORLANDO, FL 32803 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM CA 00000655	0 50 100 0 50 100 0 50 100 0 50 100
-----------------------	--	---	--	---	--

0

50

100

0

50

100

0

50

100

0

50

100

0

50

100

0

50

100

EXHIBIT "C" – LIST OF USES

Section 23: - Commercial industrial (CI) district.

- (a) *Purpose and intent.* The commercial industrial (CI) district is intended to provide development of those less intense storage, repair, industrial service and limited manufacturing uses that have fewer potential impacts on surrounding properties, yet are logically segregated from general commercial areas for aesthetic and economic reasons.
- (b) *Permitted uses.*
- (1) Adult/vocational education.
 - (2) Antennas.
 - (3) Appliance/electronic repair shops.
 - (4) Boat repair, engine.
 - (5) Business services.
 - (6) Camouflaged and monopole communication towers.
 - (7) Commercial/industrial equipment and supplies.
 - (8) Commercial/industrial services.
 - (9) Commercial/industrial warehouses.
 - (10) Construction contractor's yard and storage.
 - (11) Fleet-based services.
 - (12) Greenhouses and nurseries (wholesale and retail).
 - (13) Laboratory, research and development.
 - (14) Laundry and dry cleaning plants.
 - (15) Maintenance contractors.
 - (16) Manufacturing: craftsman shops.
 - (17) Manufacturing: fabrication.
 - (18) Manufacturing: limited.
 - (19) Mini-warehouses.
 - (20) Motor vehicle and boat storage facilities.
 - (21) Motor vehicle repair facilities.
 - (22) Motor vehicle service stations.
 - (23) Motor vehicle towing and impoundment.
 - (24) Offices.

- (25) Taxidermy.
- (26) Transportation services.
- (27) Truck/trailer/automobile rental.
- (28) Wholesalers and distributors.

(c) *Permitted uses with special development requirements (chapter 18, section 4).*

- (1) Brewery (subsection 3.7).
- (2) Kennels (subsection 8).
- (3) Health/exercise club (subsection 6).

(d) *Special exception uses (chapter 18, section 3).*

- (1) Guyed and lattice communication towers.
- (2) Medical marijuana cultivation (subsection 9.7).
- (3) Medical marijuana processing facility (subsection 9.7).
- (4) Used motor vehicle parts yards (subsection 23).

Section 24: - Light industrial (LI) district.

(a) *Purpose and intent.* The light industrial (LI) district is intended to provide development for limited industrial operations engaged in the fabricating, repair, or storage of manufactured goods, where no objectionable by-products of the activity (such as odors, smoke, dust, refuse, electromagnetic interference, noise in excess of that customary to loading, unloading, and handling of goods and materials) are noticeable beyond the lot on which the facility is located. No hazardous materials may be utilized by the industrial operations permitted in this district.

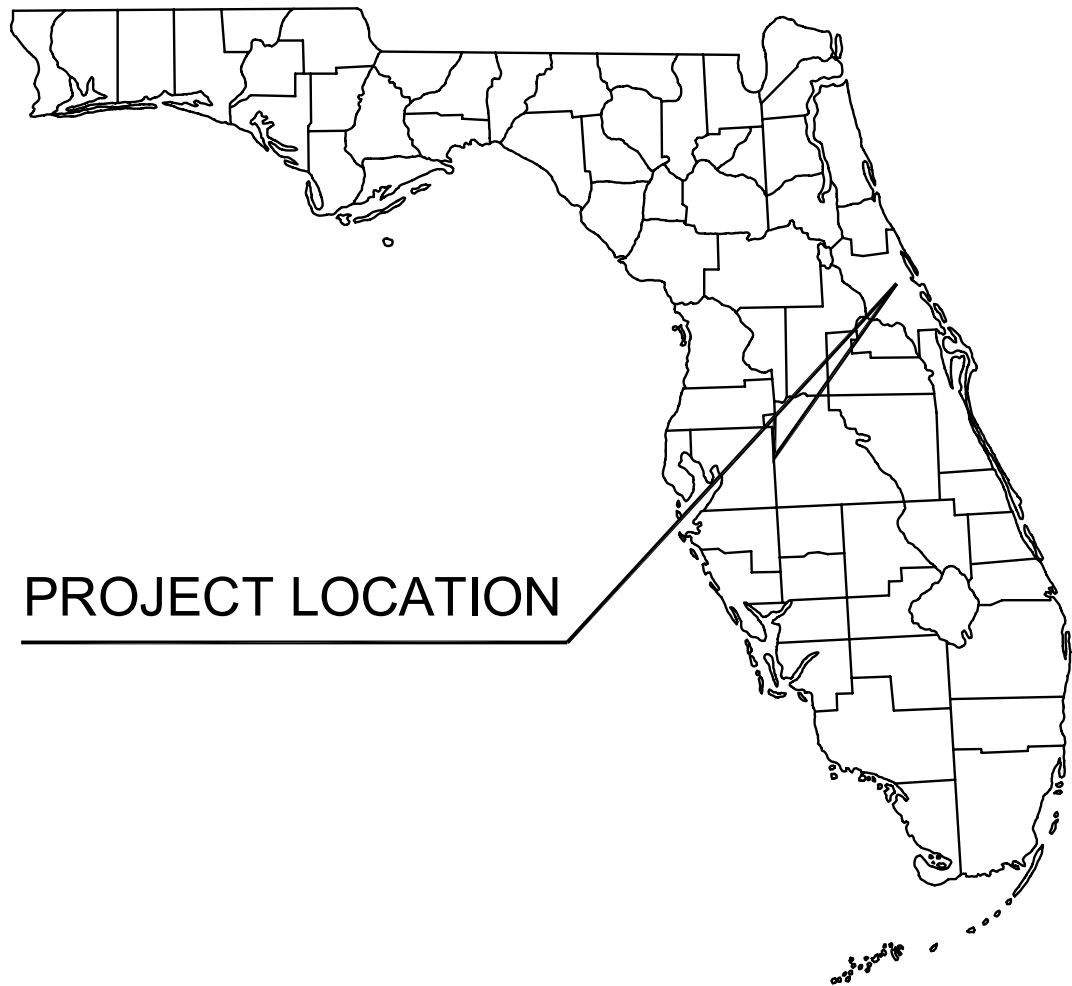
(b) *Permitted uses.*

- (1) Airport and related activities.
- (2) Antennas.
- (3) Boat repair, body.
- (4) Boat repair, engine.
- (5) Camouflaged, guyed, lattice and monopole communication towers.
- (6) Commercial/industrial warehouse.
- (7) Construction contractor's yard and storage.
- (8) Crematoriums.

- (9) Equipment, electric motor and engine repair.**¹
- (10) Greenhouses and nurseries (wholesale only).
- (11) Laboratory, research and development.
- (12) Laundry and dry cleaning plants.
- (13) Manufacturing, craftsman shops.
- (14) Manufacturing, limited.
- (15) Manufacturing, fabrication.
- (16) Manufacturing, processing, including painting.
- (17) Motor vehicle repair facilities.
- (18) Motor vehicle towing and impoundment.
- (19) Offices.
- (20) Rental of Equipment on the subject property manufactured or serviced by the industrial site on the subject property.**
- (21) Storage of materials used in manufacturing processes.**
- (22) Testing / Demonstration ponds for water pumps, including outdoor testing and demonstration of equipment.**
- (23) Trucking terminals.
- (c) *Permitted uses with special development requirements (chapter 18, section 4).*
 - (1) Brewery (subsection 3.7).
 - (2) Health/exercise club (subsection 6).
- (d) *Special exception uses (chapter 18, section 3).*
 - (1) Marina, commercial/industrial (subsection 9.5).
 - (2) Medical marijuana cultivation (subsection 9.7).
 - (3) Medical marijuana processing facility (subsection 9.7).
 - (4) Truck stops (subsection 21).

¹ **Asterisks indicate text added to existing list of LI uses by this MDA.

Drawing name: K:\ORL_GW\149607000-Thompson Pump\CADD\COVER.dwg Layout1 Dec 15, 2016 10:44am by: kelly.starkey
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

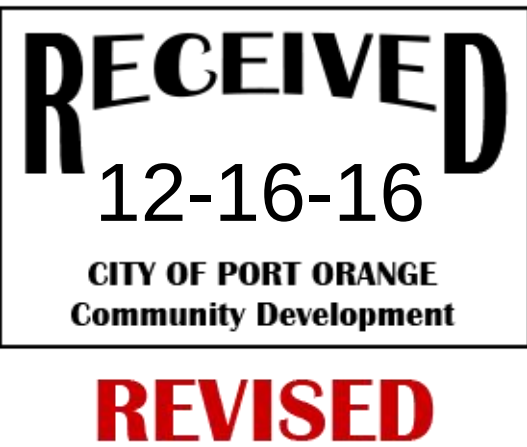


CONCEPTUAL DEVELOPMENT PLANS

FOR

THOMPSON PUMP MDA

CITY OF PORT ORANGE, FLORIDA
NOVEMBER 2016
TAX PARCEL: 13-16-32-09-00-0010



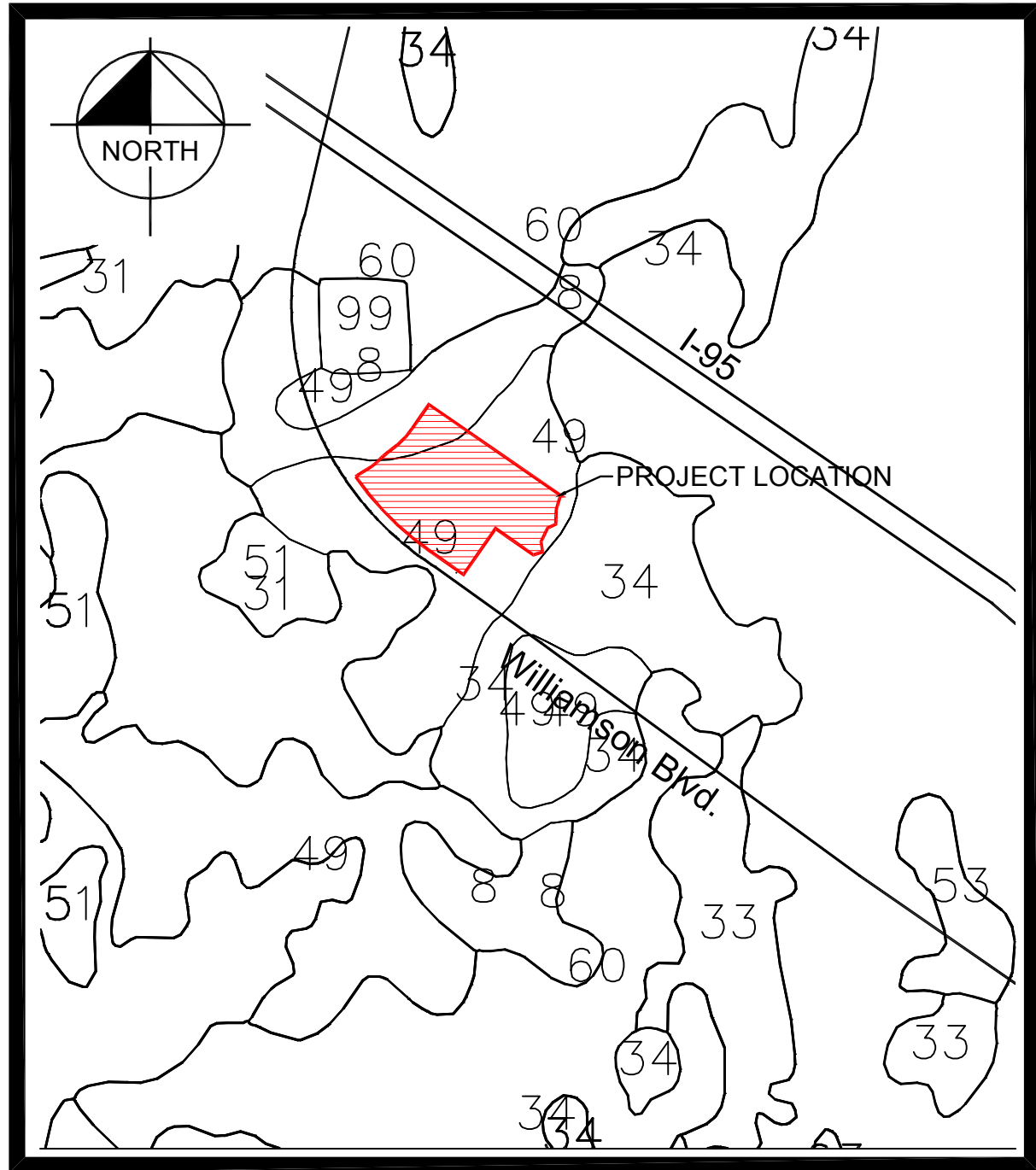
PROJECT TEAM

OWNER
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129
PHONE: (386) 506-5500

CONTRACT PURCHASER/DEVELOPER
THOMPSON PUMP & MFG. CO. INC.
4620 CITY CENTER DRIVE
PORT ORANGE, FL 32129
CONTACT: CHRIS THOMPSON
PHONE: (386) 527-0595

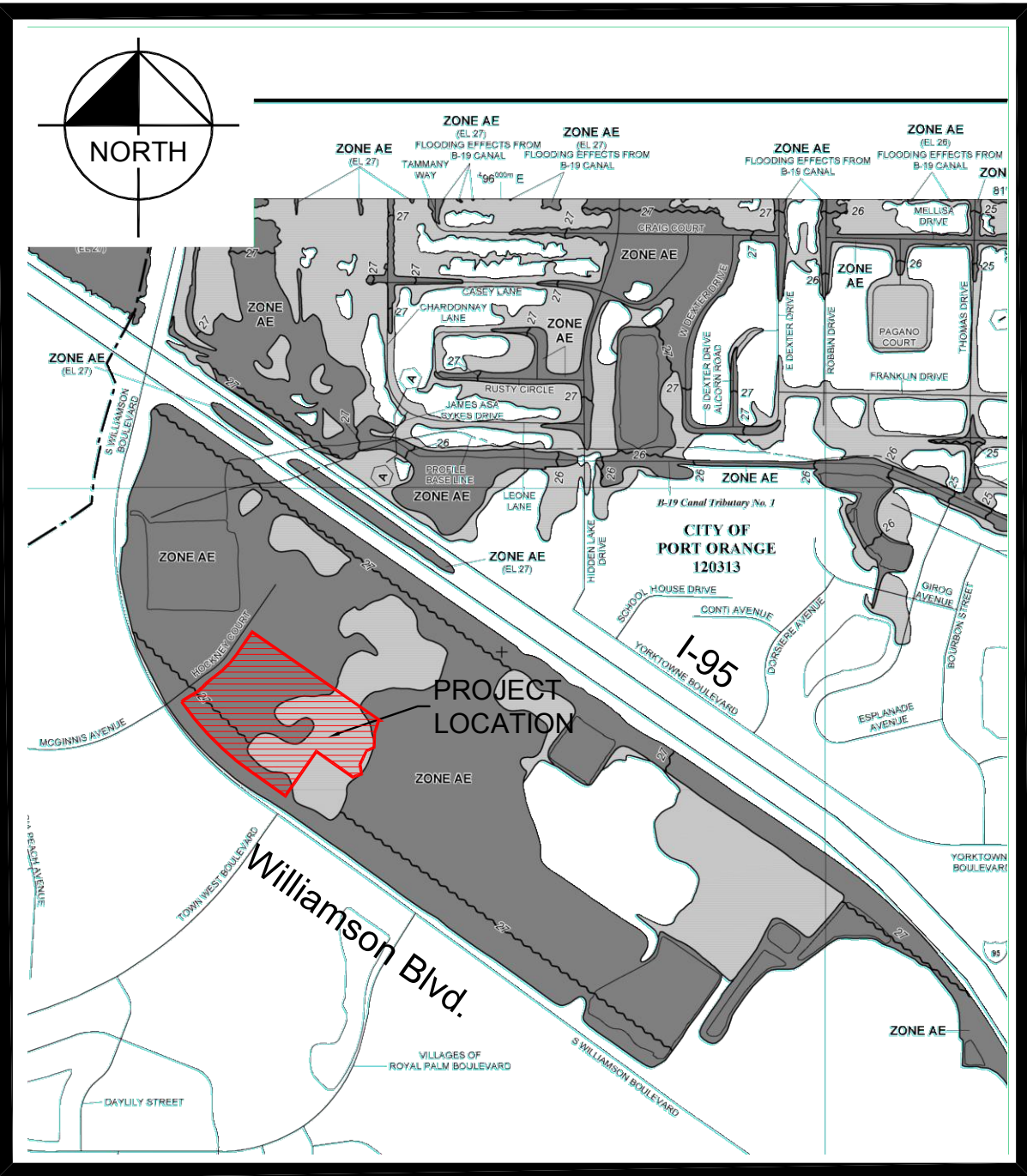
SURVEYOR
SLIGER & ASSOCIATES, INC.
3921 SOUTH NOVA ROAD
PORT ORANGE, FL 32127
CONTACT: JOE ZAPERT
PHONE: (386) 761-5385
FAX: (386) 760-0619

ENGINEER
KIMLEY-HORN AND ASSOCIATES
3660 MAGUIRE BLVD., SUITE 200
ORLANDO, FL 32803
CONTACT: JONATHAN A. MARTIN, P.E.
PHONE: (407) 898-1511



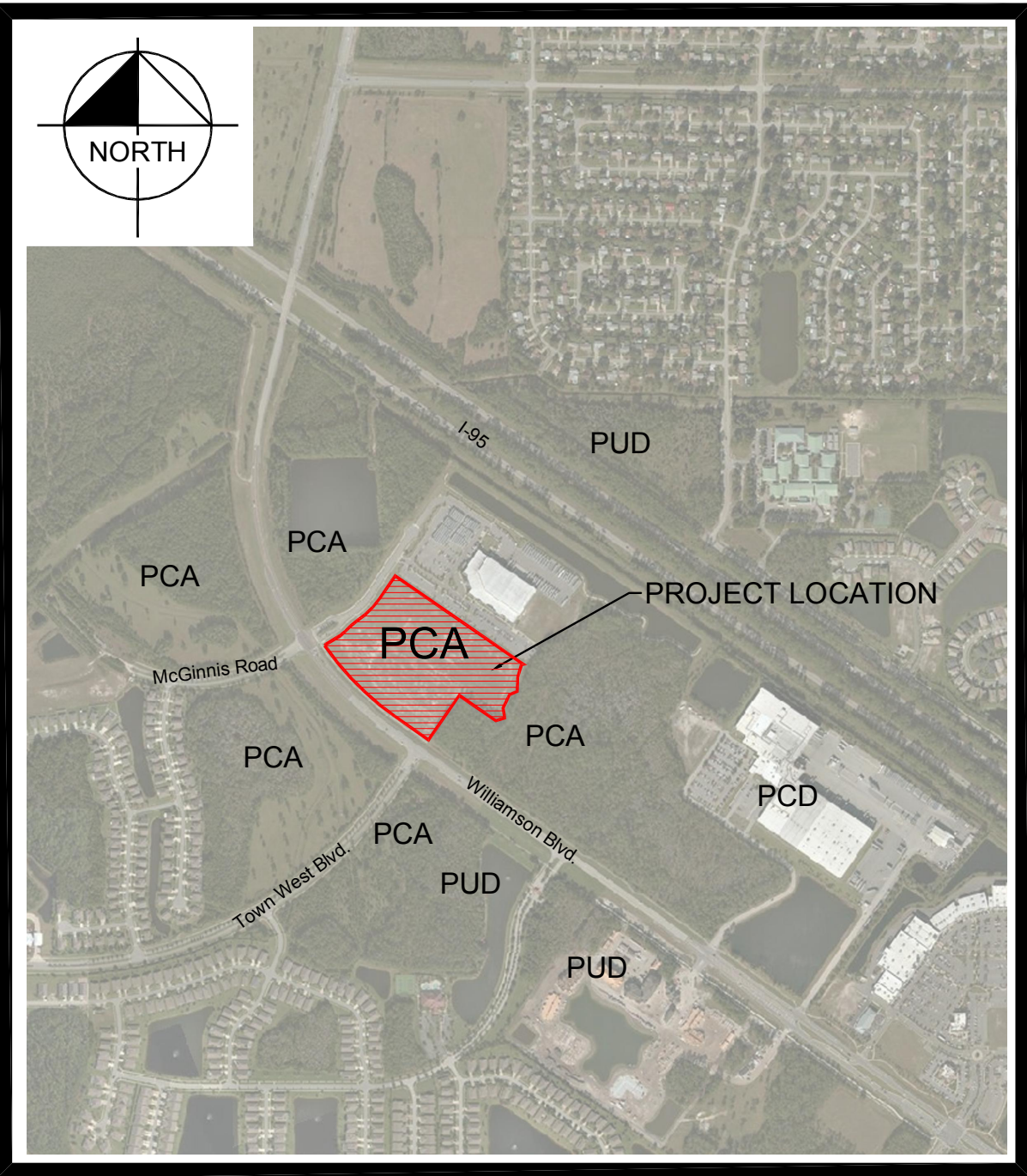
SOILS MAP
APPROXIMATE SCALE 1"=1,000'

LEGEND
8 - Basinger Fine Sand, Depressional, 0 to 1 percent slopes (A/D)
34 - Myakka-St. Johns Complex (A/D)
49 - Pomona Fine Sand (A/D)
60 - Smyrna Fine Sand, wet, fine sand, 0 to 2 percent slopes (A/D)



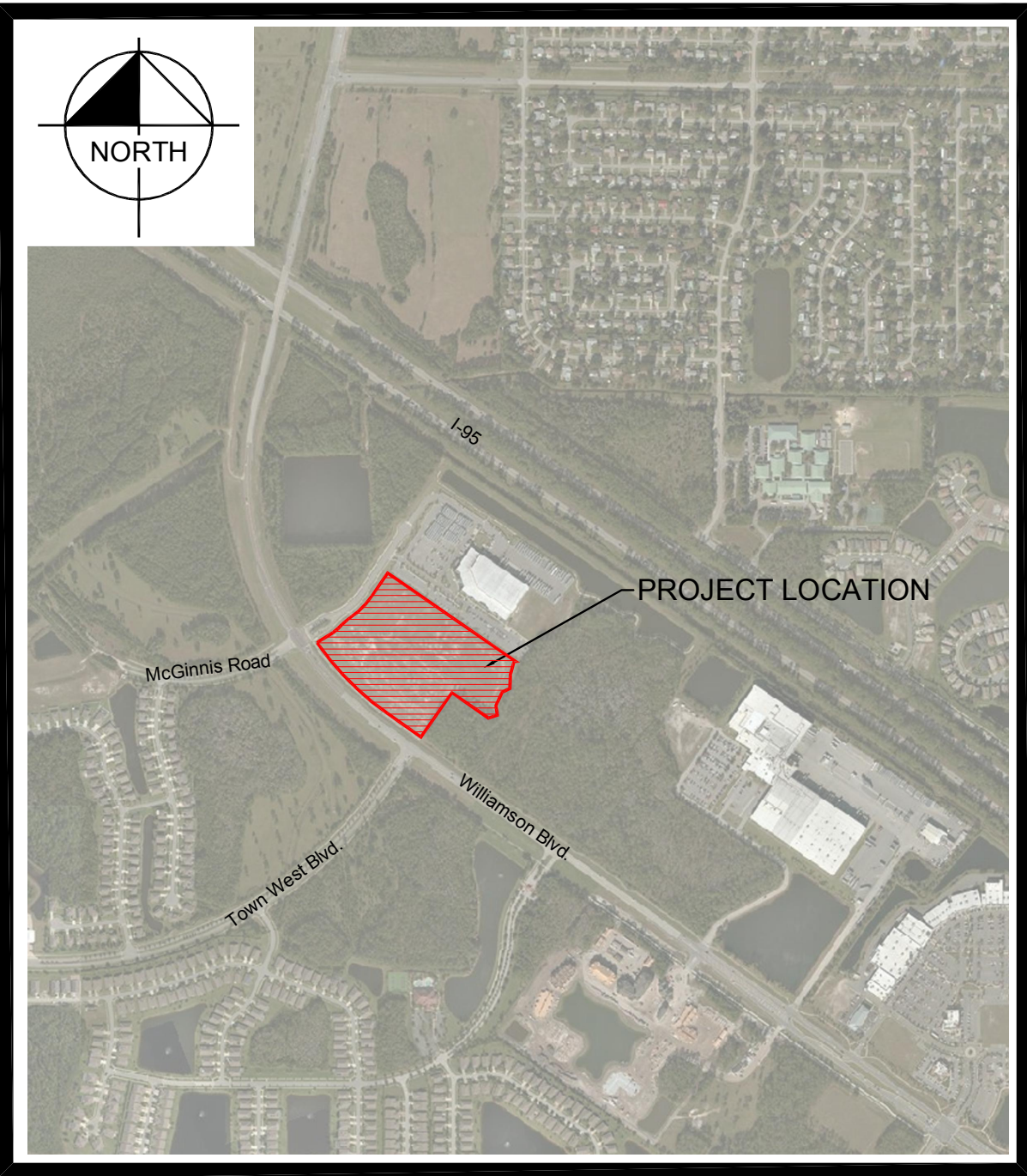
FLOOD ZONE
APPROXIMATE SCALE 1"=1,000'

LEGEND
ZONE AE - Base flood elevations determined
ZONE X - Areas determined to be outside the 500-year floodplain
SOURCE
FIRM Panel 12127C0506H (Dated February 19, 2014)



ZONING MAP
APPROXIMATE SCALE 1"=1,000'

LEGEND
PCA - Planned Community Agricultural
PCD - Planned Commercial Development
PUD - Planned Unit Development



VICINITY MAP
APPROXIMATE SCALE 1"=1,000'

LEGAL DESCRIPTION

A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE S89°57'22"E ALONG THE SOUTH LINE THEREOF, 886.76 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 2965.00 FEET, A CENTRAL ANGLE OF 15°03'12" AND A CHORD BEARING OF N47°17'27"W, THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 779.00 FEET; THENCE N54°49'03"W ALONG SAID RIGHT OF WAY LINE, 4266.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N54°49'03"W, 260.76 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,809.88 FEET AND A CENTRAL ANGLE OF 20°02'30"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 633.08 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 21°55'50" AND A CHORD BEARING OF N47°19'58"E; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 12.25 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HOOKNEY COURT; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N58°17'53"E, 104.29 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 171.00 FEET AND A CENTRAL ANGLE OF 14°55'53"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 44.56 FEET; THENCE N43°22'00"E, 35.73 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 248.00 FEET AND A CENTRAL ANGLE OF 13°12'21"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 57.16 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 535.00 FEET AND A CENTRAL ANGLE OF 21°57'55"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 205.10 FEET; THENCE N34°36'26"E, 175.85 FEET TO THE NORTHWESTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6370, PAGE 114 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF THE AFOREMENTIONED PARCEL, S55°23'33"E, 983.80 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE DEPARTING SAID WESTERLY LINE AND CONTINUING ALONG THE NORTHERLY LINE OF A ST. JOHNS RIVER WATER MANAGEMENT DISTRICT CONSERVATION EASEMENT AS RECORDED IN O.R. BOOK 6221, PAGE 983, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE FOLLOWING SEVEN (7) CALLS: S84°36'06"W, 8.34 FEET; THENCE S16°28'11"W, 86.90 FEET; THENCE S01°50'54"W, 87.63 FEET; THENCE S65°11'31"W, 54.75 FEET; THENCE S24°57'24"W, 93.67 FEET; THENCE S09°14'16"E, 61.11 FEET; THENCE S71°43'17"W, 58.75 FEET TO THE NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5939, PAGE 0062, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY LINE OF A ST. JOHNS RIVER WATER MANAGEMENT DISTRICT CONSERVATION EASEMENT AND CONTINUING ALONG THE NORTHERLY LINE OF THE AFOREMENTIONED PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5939, PAGE 0062, N55°23'34"W, 282.36 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, S34°36'26"W, 342.08 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND THE POINT OF BEGINNING.

CONTAINING 672,925 SQ. FT. OR 15.45 ACRES, MORE OR LESS

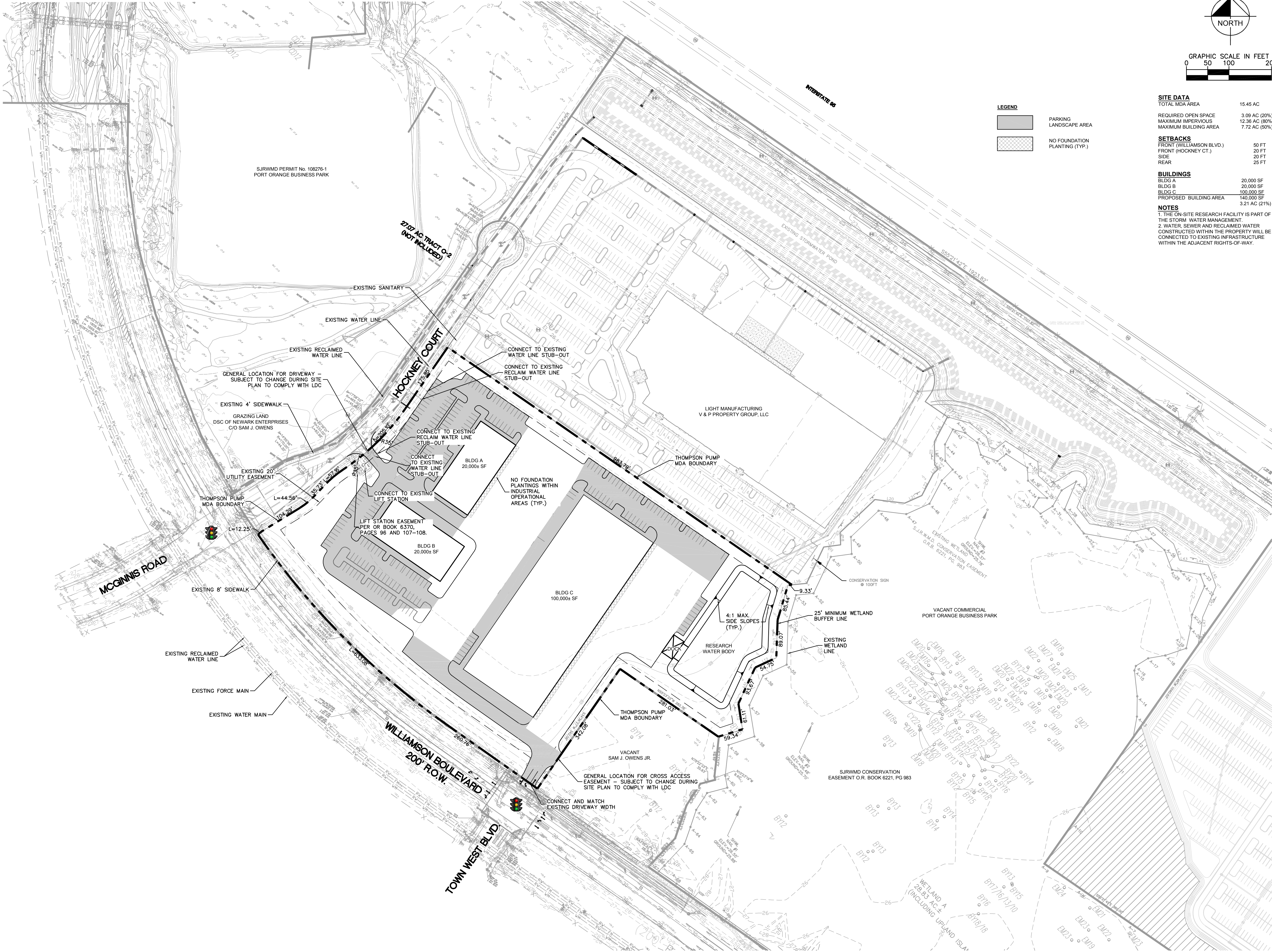
PREPARED BY
Kimley»Horn
© 2016 KIMLEY-HORN AND ASSOCIATES, INC.
3660 Maguire Boulevard, Suite 200, Orlando, FL 32803
Phone: (407) 898-1511 Fax: (407) 894-4791
WWW.KIMLEY-HORN.COM CA 00000696

JONATHAN A. MARTIN, P.E.
FL. P.E. NO. 54055

SHEET INDEX	
SP-00	COVER SHEET
SP-01	CONCEPTUAL DEVELOPMENT PLAN-ALT "A"
SP-02	CONCEPTUAL DEVELOPMENT PLAN-ALT "B"

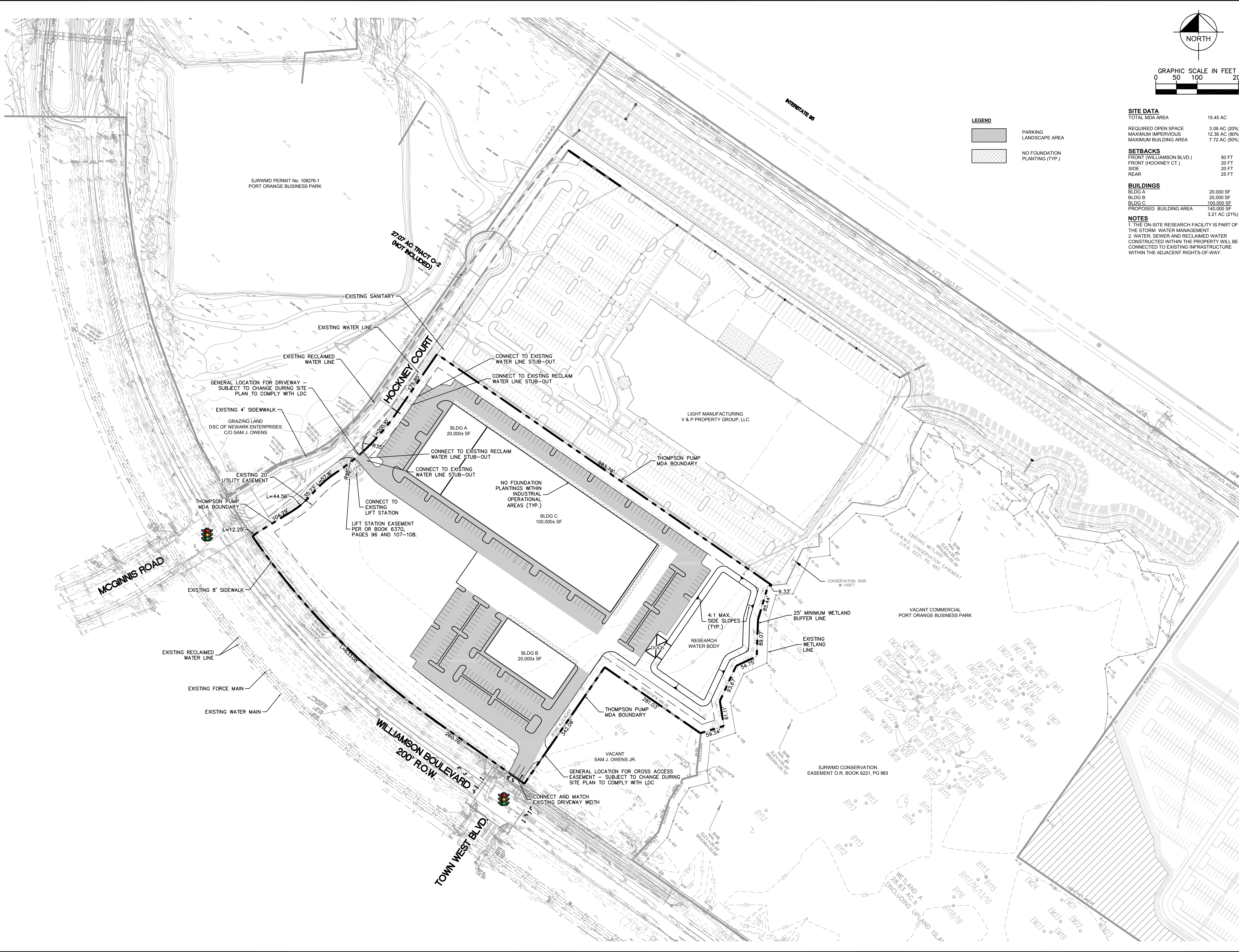
THOMPSON PUMP
NOVEMBER 2016
ENGINEER'S PROJECT No. 149607000
REVISED: 11/22/16

Plotted By: Starkey, Kelly Sheet: Set:kha Layout:Layout1 December 15, 2016 10:45:42am k:\ORL-Civil\149607000-Thompson Pump\CADD\QDP\SP-01.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



KHA PROJECT 149607000		DATE 11/22/16		SCALE AS SHOWN		DESIGNED BY ---		DRAWN BY ---		CHECKED BY ---		DATE ---	
LICENCED PROFESSIONAL		KIMLEY-HORN & ASSOCIATES, INC.		FLORIDA LICENSE NUMBER		3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803		PHONE: 407-898-1511		WWW.KIMLEY-HORN.COM		CA 00000696	
CONCEPTUAL DEVELOPMENT PLAN		THOMPSON PUMP MDA		ALT "A"		CITY OF PORT ORANGE		FLORIDA		REVISIONS		BY	
SHEET NUMBER		SP-01											

Plotted By: Starkey, Kelly Sheet Set: kha Layout: Layout1 December 15, 2016 10:46:28am k:\ORL_Civil\149607000-Thompson Pump\CADD\GDP\SP-02.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SITE DATA	
TOTAL MDA AREA	15.45 AC
REQUIRED OPEN SPACE	3.09 AC (20%)
MAXIMUM IMPERVIOUS	12.36 AC (80%)
MAXIMUM BUILDING AREA	7.72 AC (50%)
SETBACKS	
FRONT (WILLIAMSON BLVD.)	50 FT
FRONT (HOCKNEY CT.)	20 FT
SIDE	20 FT
REAR	25 FT
BUILDINGS	
BLDG A	20,000 SF
BLDG B	20,000 SF
BLDG C	100,000 SF
PROPOSED BUILDING AREA	140,000 SF
	3.21 AC (21%)
NOTES	
1. THE ON-SITE RESEARCH FACILITY IS PART OF THE STORM WATER MANAGEMENT.	
2. WATER SEWER AND RECLAIMED WATER CONSTRUCTED WITHIN THE PROPERTY WILL BE CONNECTED TO EXISTING INFRASTRUCTURE WITHIN THE ADJACENT RIGHTS-OF-WAY.	

Kimley»Horn

© 2014 KIMLEY-HORN AND ASSOCIATES, INC.
3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL

DATE: 11/22/16

SCALE: AS SHOWN

DESIGNED BY: [Redacted]

DRAWN BY: [Redacted]

CHECKED BY: [Redacted]

CONCEPTUAL DEVELOPMENT PLAN

ALT "B"

THOMPSON PUMP MDA

CITY OF PORT ORANGE

FLORIDA

SHEET NUMBER

SP-02

REVISIONS

DATE

BY



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: No

SUBJECT: (F16) Development Order Modification to Final Subdivision Plat & Plans for Pinnacle, Phase II
Case No. 16-52000003

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Development Order Modification to the Subdivision Final Plat & Plans for Pinnacle, Phase II.

SUMMARY: PLANNING COMMISSION ACTION: December 15, 2017, recommended approval

The Pinnacle Planned Unit Development (PUD) is located on the east side of Williamson Boulevard across from Cypress Creek Elementary School, west of I-95, and north of the Sterling Chase subdivision.

On November 15, 2016, the City Council approved a Small-scale Future Land Use Amendment for a portion of the Pinnacle PUD, as well as the 1st Amendment to the Pinnacle PUD Master Development Agreement (MDA) which expanded the boundary of the Pinnacle Subdivision to include the vacated portion of the previous Martin Road right-of-way, added 14 single-family lots, modified the stormwater retention areas, and required the construction of a stabilized emergency access roadway along the north boundary of the PUD. The proposed modification to the Plat and Plans for Phase II is the final step required in order to record the Plat in a manner that reflects the approved changes to the PUD.

In 2006, the City Council first approved the Phase II Final Plat and Plans for a ±29.7 acre subdivision. The subdivision consisted of 67 individual single-family lots, new private rights-of-way, a portion of Martin Road, and common area for open space, conservation, and stormwater retention. The plat and plans were modified in 2015 to comply with the new St. Johns River Water Management District (SJRWMD) stormwater pre-treatment regulations, which led to a net loss of 3 single-family lots, for a total of 64 lots.

The property owner has requested a modification to the approved plat and plans, consistent with the recently approved MDA Amendment. If approved, the property owner intends to record the updated plat and begin construction of single-family homes on the lots in early 2017. The proposed modifications to the plat and plans include:

1. Expanding the boundary of the Pinnacle Phase II Subdivision to include the recently vacated portion of the previous Martin Road right-of-way;
2. Adding 14 single-family lots at the north end of the subdivision;

-
3. Modifying the stormwater retention areas; and
 4. Constructing a stabilized emergency access drive along the north boundary of the subdivision from Martin Road to the Woodhaven PUD.

The proposed modification results in 78 single-family lots on approximately ±33.45 acres (net increase of 14 lots) in phase II. Staff has reviewed the proposed modification and public facilities and services (roads, sewer, water, drainage, parks, schools) are available to serve the proposed 78 single-family residential lots.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	CC Staff Report_Pinnacle PH II - DO Mod.pdf
----	--------------	---

Penelope Cruz	Created/Initiated - 01/18/2017
Wayne Clark	Approved - 01/18/2017
Shannon Balmer	Approved - 01/19/2017
Margaret Roberts	Approved - 01/24/2017
Jake Johansson	Approved - 01/24/2017
Robin Fenwick	Final Approval - 01/25/2017



STAFF REPORT

PINNACLE PHASE II SUBDIVISION PLAT AND PLANS CASE NO. 16-52000003

REQUEST:	Modification to the approved Pinnacle, Phase II Subdivision Plat and Plans, consistent with the recently approved Master Development Agreement amendment
LOCATION:	East of the Pinnacle, Phase I Subdivision (Figure 1)
OWNER/APPLICANT:	Pinnacle II, LLC
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
PLANNING COMMISSION:	December 15, 2016, Recommended Approval
CITY COUNCIL:	February 7, 2017

On November 15, 2016, the City Council approved the 1st Amendment to the Pinnacle Planned Unit Development (PUD) Master Development Agreement (MDA) which expanded the boundary of the Pinnacle Subdivision to include the vacated portion of the previous Martin Road right-of-way, added 14 single-family lots, modified the stormwater retention areas, and required the construction of a stabilized emergency access roadway along the north boundary of the PUD.

Figure 1. Location Map



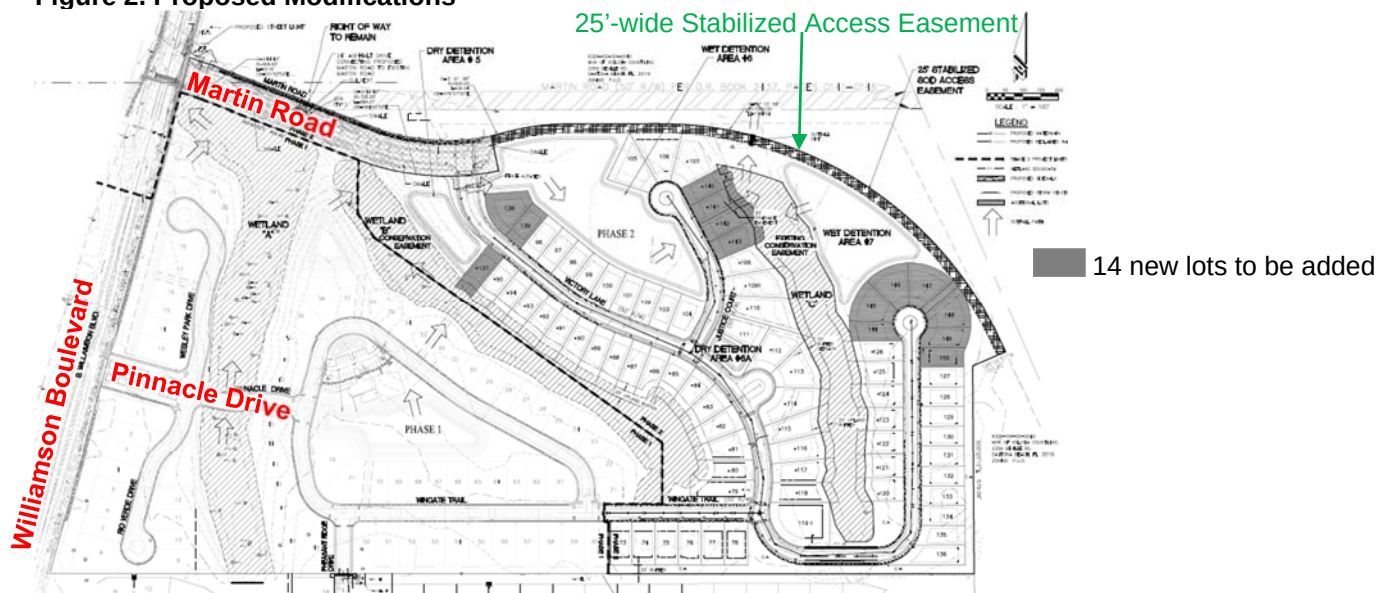
In 2006, the City Council approved the Final Plat and Plans for a ±29.7 acre subdivision. The subdivision consisted of 67 individual single-family lots, new private rights-of-way, a portion of Martin Road, and common area for open space, conservation, and stormwater retention. The plat and plans were modified in 2015 to comply with the new St. Johns River Water Management District (SJRWMD) stormwater pre-treatment regulations, which led to a net loss of 3 single-family lots, for a total of 64 lots.

The property owner has requested a modification to the approved plat and plans, consistent with the recently approved MDA Amendment. According to the Land Development Code, minor changes to a plat that has not been recorded must be reviewed through the same process as the original review of the plat. Therefore, the proposed minor changes to the plat and plans will need to be reviewed by the Planning Commission and reviewed and approved by City Council before they can be recorded. If approved, the property owner intends to record the updated plat and begin construction of single-family homes on the lots in early 2017.

The proposed modifications to the plat and plans include (see Figure 2):

1. Expanding the boundary of the Pinnacle Phase II Subdivision to include the recently vacated portion of the previous Martin Road right-of-way;
2. Adding 14 single-family lots at the north end of the subdivision;
3. Modifying the stormwater retention areas; and
4. Constructing a stabilized emergency access drive along the north boundary of the subdivision from Martin Road to the Woodhaven PUD.

Figure 2. Proposed Modifications



The proposed modification results in 78 single-family lots on approximately ± 33.45 acres (net increase of 14 lots) in phase II. Staff has reviewed the proposed modification and public facilities and services (roads, sewer, water, drainage, parks, schools) are available to serve the proposed 78 single-family residential lots.

The Staff Development Review Committee (SDRC) has reviewed this project and there are no outstanding technical comments.

RECOMMENDATION

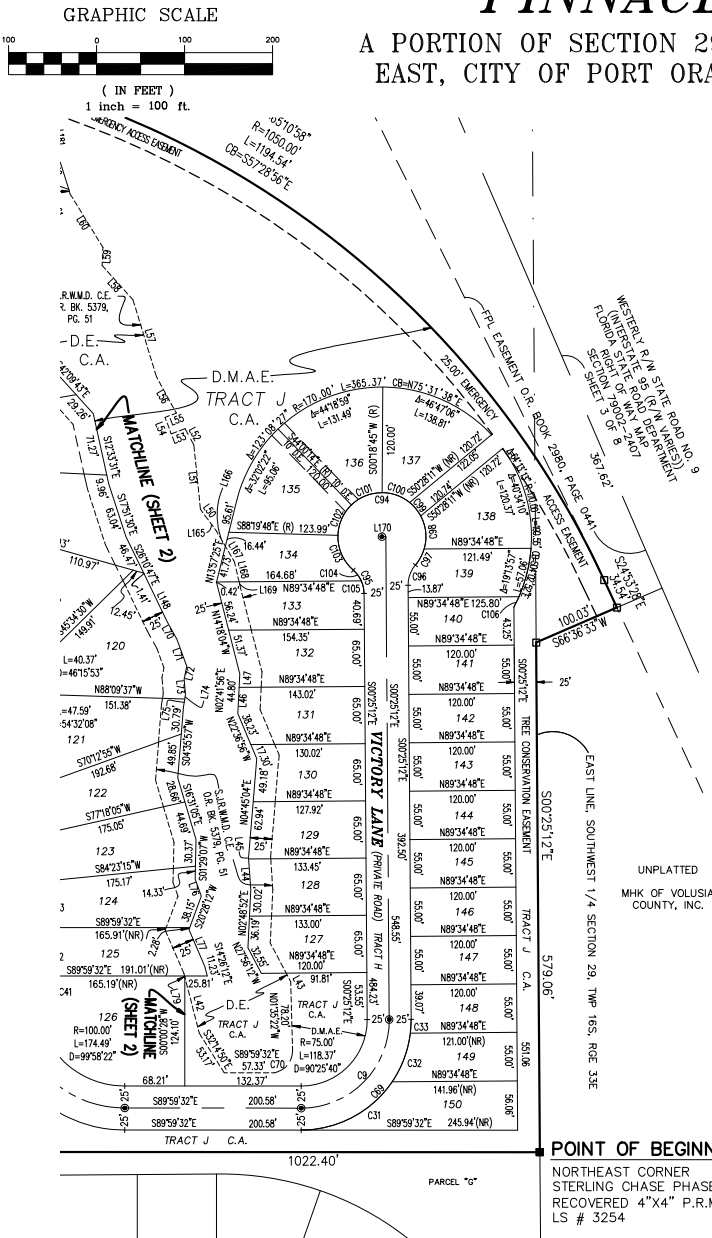
Approval of the proposed modification to the Pinnacle, Phase II Plat and Plans.

ATTACHMENT

Exhibit A – Updated Pinnacle, Phase II Subdivision Final Plat and Plans

PINNACLE PHASE II

A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	DIRECTION
C1	46.32°	175.00	142.13	S27°23'16"E
C2	18.52°	600.00	199.23	S59°52'31"E
C3	84°42'30"	400.00	468.79	N86°50'14"W
C4	57°04'26"	200.00	199.23	N00°58'48"E
C5	26°51'30"	400.00	187.51	N47°03'14"W
C6	43°36'19"	400.00	304.42	N11°49'19"W
C7	17°15'55"	125.00	26.76	S03°50'53"W
C8	87°42'27"	125.00	191.35	S46°08'18"E
C9	86°25'40"	100.00	157.83	N44°14'20"W
C10	7°40'38"	700.00	32.71	S70°20'17"E
C11	5°54'18"	700.00	72.14	N88°49'54"E
C12	5°56'16"	700.00	72.54	N88°54'37"E
C15	80°48'01"	25.00	35.26	N47°48'57"W
C16	47°45'45"	625.00	46.68	S52°47'40"E
C17	43°51'45"	625.00	53.31	S57°22'39"E
C18	43°51'45"	625.00	53.31	S62°15'37"E
C19	47°58'59"	625.00	48.90	S66°56'59"E
C20	17°23'27"	375.00	9.10	N68°29'45"W
C21	12°03'50"	375.00	78.96	N61°46'07"W
C22	10°57'44"	375.00	71.75	N50°15'07"W
C23	11°29'44"	375.00	75.24	N39°01'37"W
C24	11°28'53"	375.00	75.15	N27°32'16"W
C25	13°53'58"	375.00	90.97	N14°59'52"W
C26	8°25'42"	375.00	55.16	N03°41'02"W
C27	7°00'59"	375.00	45.92	N04°02'19"E
C28	8°27'40"	25.00	35.08	N48°46'38"E
C29	12°34'24"	25.00	5.48	N83°42'20"W
C30	60°06'12"	25.00	25.79	N47°03'14"W
C31	55°56'38"	125.00	122.05	N65°02'00"E
C32	27°14'07"	125.00	59.42	N20°26'46"E

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	DIRECTION
C33	71°54'45"	125.00	15.81	N03°12'15"E
C34	103°00'00"	425.00	7.79	N09°27'21"E
C35	72°17'02"	425.00	55.27	N05°12'22"E
C36	72°50'34"	425.00	52.61	N02°03'58"W
C37	70°51'00"	425.00	52.56	N09°09'20"W
C38	70°51'00"	425.00	52.56	N61°43'30"W
C39	41°46'45"	425.00	31.50	N21°54'28"W
C40	80°24'21"	25.00	35.08	S10°10'20"W
C41	180°00'00"	50.00	157.08	N33°12'29"W
C42	80°24'21"	25.00	35.08	S83°25'18"E
C43	83°37'14"	25.00	36.49	S12°17'36"E
C44	57°04'26"	225.00	224.13	N00°58'48"E
C45	83°37'14"	25.00	36.49	N17°19'36"E
C46	218°44'45"	425.00	117.27	N80°10'37"W
C47	319°11'17"	575.00	33.52	S67°31'52"E
C48	139°10'17"	575.00	16.59	S51°28'53"E
C49	84°03'44"	25.00	36.68	S37°54'37"W
C50	183°32'11"	575.00	186.03	S59°55'23"E
C51	183°32'11"	625.00	202.20	S59°55'23"E
C52	76°44'17"	375.00	502.25	N30°49'20"W
C53	84°03'44"	425.00	252.38	N07°01'36"W
C54	90°25'40"	125.00	191.28	N44°17'26"E
C55	72°00'54"	25.00	31.47	N42°28'34"E
C56	319°11'17"	455.00	26.37	S67°31'52"E
C57	139°10'17"	455.00	13.13	S51°28'53"E
C58	42°27'43"	25.00	18.40	S85°39'27"E
C59	247°51'8"	25.00	10.81	N59°25'15"E
C60	07°02'27"	125.00	101.52	S27°23'16"E
C61	143°39'39"	700.00	21.11	N79°04'39"E

LINE TABLE	
LINE	BEARING
L1	N62°26'35"E
L2	N2°41'56"W
L3	N41°42'37"W
L4	N48°54'27"W
L5	N38°46'58"W
L6	N38°46'58"W
L7	N60°29'20"W
L8	N46°26'05"W
L9	N52°02'55"W
L10	N46°26'05"W
L11	N52°02'55"W
L12	N53°31'05"W
L13	N44°17'56"W
L14	N44°17'56"W
L15	N54°56'34"W
L16	N54°56'34"W
L17	N54°56'34"W
L18	N54°56'34"W
L19	N54°56'34"W
L20	N54°56'34"W
L21	N54°56'34"W
L22	N54°56'34"W
L23	N54°56'34"W
L24	N54°56'34"W
L25	N54°56'34"W
L26	N54°56'34"W
L27	N54°56'34"W
L28	N54°56'34"W
L29	N54°56'34"W
L30	N54°56'34"W
L31	N54°56'34"W
L32	N54°56'34"W
L33	N54°56'34"W
L34	N54°56'34"W
L35	N54°56'34"W
L36	N54°56'34"W
L37	N54°56'34"W
L38	N54°56'34"W
L39	N54°56'34"W
L40	N54°56'34"W
L41	N54°56'34"W
L42	N54°56'34"W
L43	N54°56'34"W
L44	N54°56'34"W
L45	N54°56'34"W
L46	N54°56'34"W
L47	N54°56'34"W
L48	N54°56'34"W
L49	N54°56'34"W
L50	N54°56'34"W
L51	N54°56'34"W
L52	N54°56'34"W
L53	N54°56'34"W
L54	N54°56'34"W
L55	N54°56'34"W
L56	N54°56'34"W
L57	N54°56'34"W
L58	N54°56'34"W
L59	N54°56'34"W
L60	N54°56'34"W
L61	N54°56'34"W
L62	N54°56'34"W
L63	N54°56'34"W
L64	N54°56'34"W
L65	N54°56'34"W
L66	N54°56'34"W
L67	N54°56'34"W
L68	N54°56'34"W
L69	N54°56'34"W
L70	N54°56'34"W
L71	N54°56'34"W
L72	N54°56'34"W
L73	N54°56'34"W
L74	N54°56'34"W
L75	N54°56'34"W
L76	N54°56'34"W
L77	N54°56'34"W
L78	N54°56'34"W
L79	N54°56'34"W
L80	N54°56'34"W
L81	N54°56'34"W
L82	N54°56'34"W
L83	N54°56'34"W
L84	N54°56'34"W
L85	N54°56'34"W
L86	N54°56'34"W
L87	N54°56'34"W
L88	N54°56'34"W
L89	N54°56'34"W
L90	N54°56'34"W
L91	N54°56'34"W
L92	N54°56'34"W
L93	N54°56'34"W
L94	N54°56'34"W
L95	N54°56'34"W
L96	N54°56'34"W
L97	N54°56'34"W
L98	N54°56'34"W
L99	N54°56'34"W
L100	N54°56'34"W

GENERAL NOTES CONTINUED

19. Tree Conservation Easement as defined on this plat is for the express purpose of the preservation and longevity of the trees therein. Actions detrimental to tree health and survival within the boundaries of the dripline are prohibited without the express permission of the City of Port Orange and any other authority having jurisdiction over the conservation easement. Nothing herein shall, however, be construed to prevent natural vegetation within the easement area from being cleared by hand to provide a neat, manicured appearance. In addition, nothing herein shall be construed to prevent the placement of sod, irrigation and landscape plants or to prevent normal lawn maintenance such as mowing, edging and weeding not harmful to the objective of tree preservation within the easement area. Any proposed construction or other use within a conservation easement must be reviewed and approved by the City of Port Orange and any other authority having jurisdiction over the conservation easement.
20. Prior to transfer of any lot or other property encumbered by conservation easement in favor of St. Johns River Water Management District (SJRWMD), dated August 6, 2004, recorded at Official Records Book 5379, Page 51, Public Records of Volusia County, Florida, the Pinnacle of Port Orange Homeowners Association, Inc. and the residential lot property owner, successors and assigns, shall provide notice to SJRWMD in accordance with the requirements of Section 40C-1.612, Florida Administrative Code.
21. This plat is subject to a conservation easement to Saint Johns River Water Management District as recorded in Official Records Book 5379, page 51 of the public records of Volusia County, Florida and depicted hereon.

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	DIRECTION
C80	94°59'11"	950.00	162.73	N72°46'22"W
C81	02°40'04"	950.00	6.65	N78°46'56"W
C82	124°37'37"	950.00	23.38	N79°41'16"W
C83	245°41'04"	50.00	214.40	S29°26'03"W
C84	65°41'03"	35.00	40.12	N60°23'57"E
C85	67°51'46"	50.00	59.22	S59°18'36"E
C86	43°01'14"	50.00	37.54	S33°25'05"E
C87	43°01'14"	50.00	37.54	S39°09'09"W
C88	43°01'14"	50.00	37.54	S82°10'23"W
C89	43°01'14"	50.00	37.54	N54°48'23"W
C90	54°42'22"	50.00	5.01	N30°25'36"W
C91	57°04'26"	175.00	174.32	N00°58'48"E
C92	19°09'41"	175.00	58.52	N19°56'10"E
C93	37°54'40"	175.00	115.80	N68°56'03"W
C94	268°53'12"	50.00	235.52	S85°21'18"W
C95	49°10'07"	35.00	30.04	N25°01'15"W
C96	40°43'06"	35.00	24.87	S19°56'21"W
C97	24°04'40"	50.00	21.01	N28°15'34"E
C98	44°15'59"	50.00	38.59	N65°53'11"W
C99	23°04'20"	50.00	20.14	N39°19'49"W
C100	38°37'14"	50.00	33.70	N10°22'38"W
C101	44°18'59"	50.00	36.67	S68°09'15"W
C102	44°18'59"	50.00	36.68	S24°49'59"W
C103	51°15'30"	50.00	44.73	S23°57'33"E
C104	24°35'05"	35.00	15.02	N37°17'47"W
C105	24°35'05"	35.00	14.75	N12°29'24"W
C106	42°50'17"	170.00	13.11	N25°51'12"E
C107	142°37'37"	1005.00	30.00	N81°31'52"W
C108	22°23'23"	1025.00	42.45	N81°51'45"W
C109	11°09'20"	1050.00	204.44	N77°48'49"W
C110	14°01'13"	1025.00	29.88	N72°25'19"W
C111	27°15'59"	1005.00	38.57	N72°09'53"W

- ABBREVIATIONS
- D.M.A.E. = DRAINAGE MAINTENANCE
D. = DELTA
R = RADIUS
L = LENGTH
CH = CHORD
C.B. = CHORD BEARING
S.J.R.W.M.D. = ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
- B.S.L. = BUILDING SETBACK LINE
C.A. = COMMON AREA
O.R. = OFFICIAL RECORDS
PG. = PAGE
U.E. = UTILITY EASEMENT
R/W = RIGHT OF WAY
D.E. = DRAINAGE EASEMENT
T.C.E. = TREE CONSERVATION EASEMENT
C.E. = CONSERVATION EASEMENT

- GENERAL NOTES
1. Monumentation ■ - Denotes Permanent Reference Monument found (4x4 concrete monument stamped "PRM LB3019")
□ - Denotes Permanent Reference Monument set (4x4 concrete monument stamped "PRM LB3019")
● - Denotes Permanent Control Point set (Metal disk stamped "PCP LB3019")
┘ - Denotes point of curvature.
2. Dimensions shown are in feet and decimals thereof.
3. All lines adjacent to curves are radial unless otherwise noted. (NR) - Denotes a line not radial relative to adjacent curve.
4. Accuracy: The boundary linear error of closure does not exceed 1:10,000. The boundary angular error of closure does not exceed 15 seconds multiplied by the square root of the number of angles turned.
5. Bearings shown here on are relative to assumed datum and based record plat with the bearing on the north line of Sterling Chase P.U.D., Phase II, recorded in Map Book 44, Pages 102-122, being N89°59'32"W.

6. NOTE: All measurements refer to horizontal plane in accordance with the definition of the U.S. Survey foot or meter adopted by the National Institute of Standards and Technology. All measurements shall use the 39.37/12=3.280833333333333 equation for conversion from a U.S. foot to meters.
7. Notice: This plat as recorded in its graphic form is the official depiction of the subdivided lands described hereon and will in no circumstances be supplant in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Volusia County, Florida.
8. This plat is subject to all easements of record and reservations of easements, including but not limited to drainage and utility easements dedicated hereon which shall be located as follows except as otherwise noted on the plat: Front lot line(s) and front Tract line(s) (street frontage): 12.00 feet wide.
9. Utilities include but are not limited to sanitary sewer, potable water, reclaimed water, storm drainage, electric, telephone, cable television, security, natural gas and fiber optic cable.
10. Utility easements provided on this plat include easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
11. All other easements are subordinate to any conservation easements dedicated hereon. There shall be no removal or disturbance of any vegetation within such conservation easements. Any proposed construction or other use within a conservation easement must be reviewed and approved by the City of Port Orange and any other authority having jurisdiction over the conservation easement.

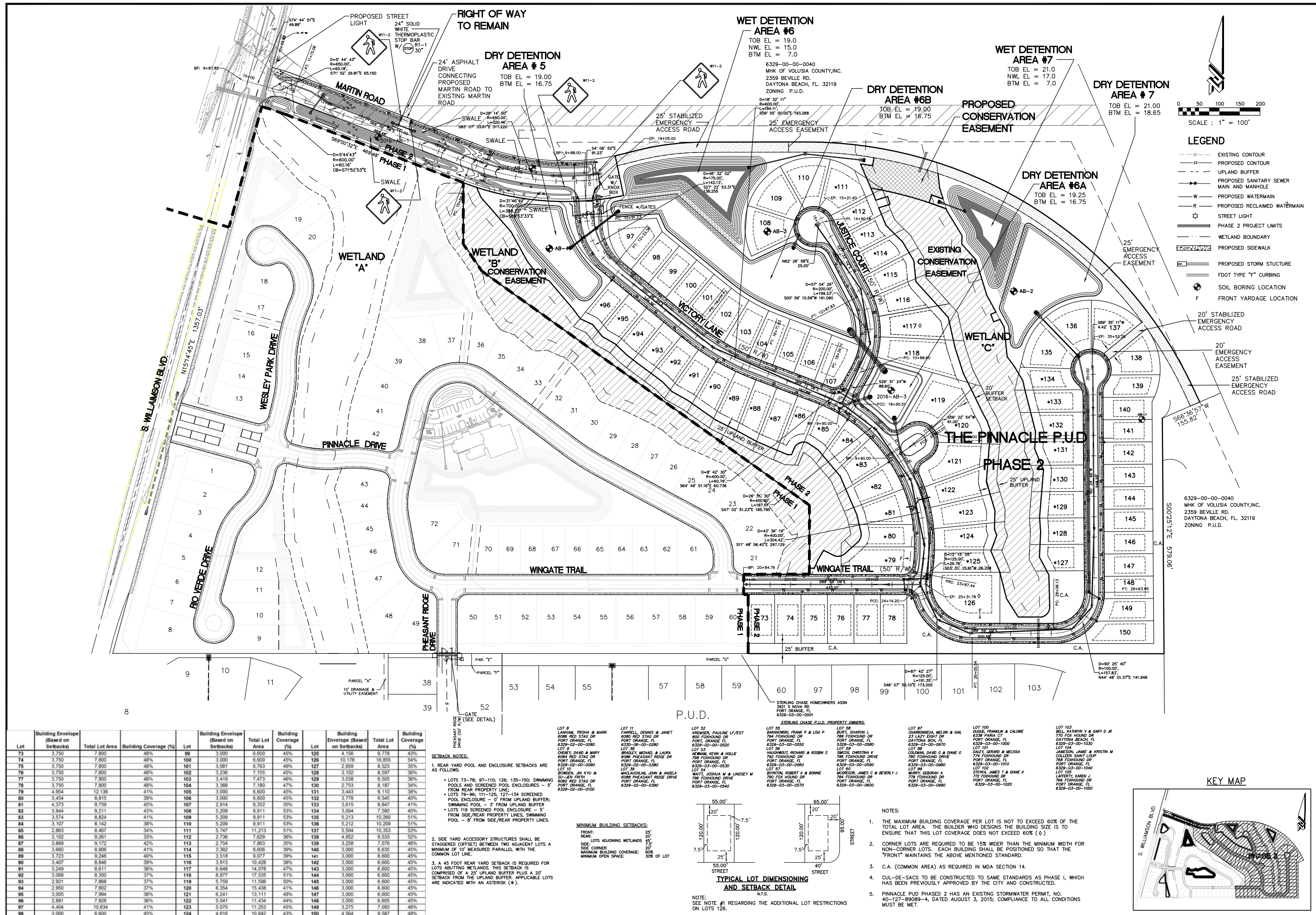
12. Minimum Building Setbacks: Front: 25'; Rear: (Lots adjoining wetlands) 45' (25' Upland buffer plus 20' Upland buffer setback) Rear: (Remaining lots) 20'; Side: 7.5'; Side Corner: 20'; Rear yard swimming pools and screened pool enclosures: (lots 73-78, 97-110, 126, 135-150) 5' from rear property line; screened pool enclosures: (lots 79-96, 111-125, 127-134) 0' from upland buffer; swimming pool: (lots 79-96, 111-125, 127-134) 3' from upland buffer; screened pool enclosures: (lot 119) 5' from side/rear property lines, swimming pools: (lot 119) 8' from side/rear property lines; Maximum Building Coverage: 60% Minimum Open Space: 30% of Lot
13. The common areas granted to the Pinnacle of Port Orange Homeowners Association, Inc. by this plat shall be subject to easements as shown or described hereon or granted in accordance with the Declaration of Covenants, Conditions and Restrictions for Pinnacle. The granting of such common areas is not intended to grant any right to the general public.
14. The Pinnacle of Port Orange Homeowners Association, Inc. shall be responsible for the operation and maintenance of the drainage system serving the area within the boundaries of this plat, as depicted on the Stormwater Management Plan approved for this development by the City of Port Orange, Florida. Should the association fail to perform the maintenance of the drainage and stormwater management systems, the City of Port Orange shall be entitled to enter upon the common areas to designate easement areas to perform maintenance, repair or replace the facilities; and, shall have the right to lien all owners of record in the Pinnacle Phase II property for the cost of such maintenance, repair, and replacement, as deemed by the City to be necessary, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system will be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

15. The Pinnacle of Port Orange Homeowners Association, Inc. shall be responsible for maintaining all signs, trees, landscaping and irrigation in common areas and private roads.
16. The Pinnacle of Port Orange Homeowners Association, Inc. shall be responsible for maintaining all roads, driveways, parking, fitness trails, and other improvements located in the easements, roads and drives within this plat, including the entrance walls and guardhouse.
17. The Articles of Incorporation for the Pinnacle of Port Orange Homeowners Association, Inc. are recorded in Official Records Book 5379, Pages 45 through 50 of the Public Records of Volusia County, Florida. Declaration of Covenants, Conditions and Restrictions for Pinnacle are recorded August 10, 2004, in Official Records Book 5379, page 21; together with Articles of Incorporation of Pinnacle of Port Orange Homeowners Association, Inc. recorded in Official Records Book 5379, page 45; Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Pinnacle (Phase II) recorded in Official Records Book 5754, Page 3763; First Amendment to Declaration of Covenants, Conditions and Restrictions for Pinnacle recorded in Official Records Book 5937, Page 3480; Second Amendment to Declaration of Covenants, Conditions and Restrictions for Pinnacle recorded in Official Records Book 6168, Page 1368; Assignment of Developer/Declarant Rights recorded in Official Records Book 6586, Page 2962; Third Amendment to Declaration of Covenants, Conditions and Restrictions for Pinnacle recorded in Official Records Book 6588, Page 231; Assignment Of Developer/Declarants Rights recorded in Official Records Book 6588, Page 3693; Fourth amendment to declaration of covenants, conditions and restrictions for Pinnacle recorded in Official Records Book 7135, Page 4140; and Fifth amendment to declaration of covenants, conditions and restrictions for Pinnacle recorded in Official Records Book 7165, Page 2528 of the Public Records of Volusia County, Florida.

18. This plat subject to certain covenants and restrictions created by the Pinnacle Planned Unit Development A Residential PUD Master Development Agreement, recorded in Official Records Book 5088, Page 3609, and First amendment to the master Development agreement recorded in Official Records Book _____, Page _____, public records of Volusia County, Florida.



PREPARED BY: J.E. ZAPERT FSM #4046
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
www.sligerassociates.com
Copyright ©2005 Sliger & Associates, Inc.





SCALE: 1" = 300'



SCALE: 1/4" = 1'-0"



SCALE: $1/4" = 1'-0"$



SCALE: 1" = 10'



SCALE: 1" = 10'



SCALE: 1/4" = 1'-0"

DESIGN INTENT DRAWINGS ONLY
CONTRACTOR TO SUBMIT SHOP
DRAWINGS FOR CONSTRUCTION PERMITS

**THE PINNACLE - PHASE 2
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS**

ZEVECOHEN
& ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
(EB 45 16) (LC 62)
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVECOHEN.COM

PROJECT NO: 01051

SUE DATE: 12/28/05	CHECKED BY: SB
--------------------	----------------

DESIGNED BY: T	DRAWING FILE: 01051PH2-HA
----------------	---------------------------

DESIGNED BY: IL	XREFS: 01051BAS
-----------------	-----------------

FILE LOCATION	15-2
---------------	------

15-2

1

SCALE: AS NOTED

SHEET 1101 1

HA1 OF 1

LANDSCAPE SPECIFICATIONS

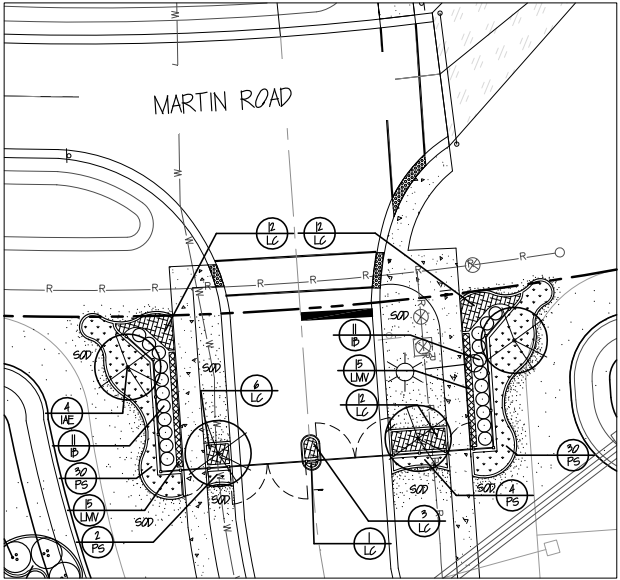
1. **FLORIDA #:** ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
2. **EXISTING PLANTS:** IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTINGS SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
3. **MULCH:** ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" PINE BARK MULCH, GRADE "B" OR BETTER. ALL TREES NOT IN BEDS SHALL HAVE A 5' DIAMETER MULCH RING. ALL PALMS NOT IN BEDS SHALL HAVE A 3' DIAMETER MULCH RING.
4. **SOD:** SOD SHALL BE FLORATAM ST. AUGUSTINE GRASS UNLESS OTHERWISE SPECIFIED ON THE PLANS AS ARGENTINE BAHIA. ALL SOD SHALL BE ROLLED, CONTRACTOR TO SOD ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION RELATED ACTIVITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE SOD IS FREE OF WEEDS UPON INSTALLATION AND FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. **QUANTITIES:** IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE ACTUAL QUANTITY OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL.
6. **UNFORESEEN CONFLICTS:** CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. **SUBSTITUTIONS:** NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.
8. **CONTAINERS:** IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
9. **PLANTING SOIL:** CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
10. **WEEDS:** IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AND SOD AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS AND SOD FREE OF WEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
11. **GRADING:** UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND REGRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
12. **STAKING:** ALL TREES, AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERENCES TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR GUY ANY TREES ON SITE, AT THEIR OWN EXPENSE.
13. **BED LINES:** CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO PARKING LOTS AND STRUCTURES UNLESS DESIGNED OTHERWISE.
14. **FERTILIZER:** OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUND COVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 SF. OF PLANTING AREA.
15. **DRAINAGE:** THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE. CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPE/SOD AREAS TO PROPERLY DRAIN AWAY FROM BUILDINGS/STRUCTURES.
16. **SPECIFICATIONS:** THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
17. **NATURAL AREAS:** NATURAL VEGETATION PRESERVATION AREAS SHALL BE CLEANED UP INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DEBRIS OR WEEDS AND PRUNING OF DEAD OR YELLOW BRANCHES AND PALM FRONDS. MULCH EDGE OF NATURAL AREA 5 FEET.
18. **WILDLIFE NOTIFICATION:** LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES TO PROPOSED PLANT MATERIAL CAUSED BY DEER OR OTHER ANIMALS. THE PROPER PLANT SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT UPON WRITTEN NOTIFICATION OF NUISANCE ANIMAL EXISTENCE.
19. **MAINTENANCE:** CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
20. **GUARANTEE:** CONTRACTOR SHALL GUARANTEE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE FOR WORK FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
21. **CALL BEFORE YOU DIG:** CONTRACTOR SHALL NOTIFY SUNSHINE 811 AND HAVE UTILITIES LOCATED, PRIOR TO DIGGING, BY CALLING 811. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF AN UNDERGROUND UTILITY, EITHER AS LOCATED OR AS SHOWN ON THE PLAN, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM OWNER'S REPRESENTATIVE.

IRRIGATION NOTES

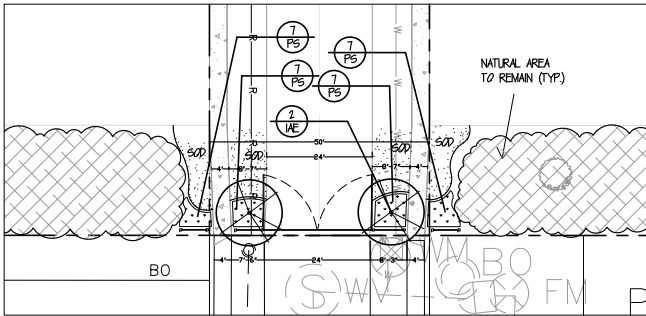
1. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS.

PLANT LIST

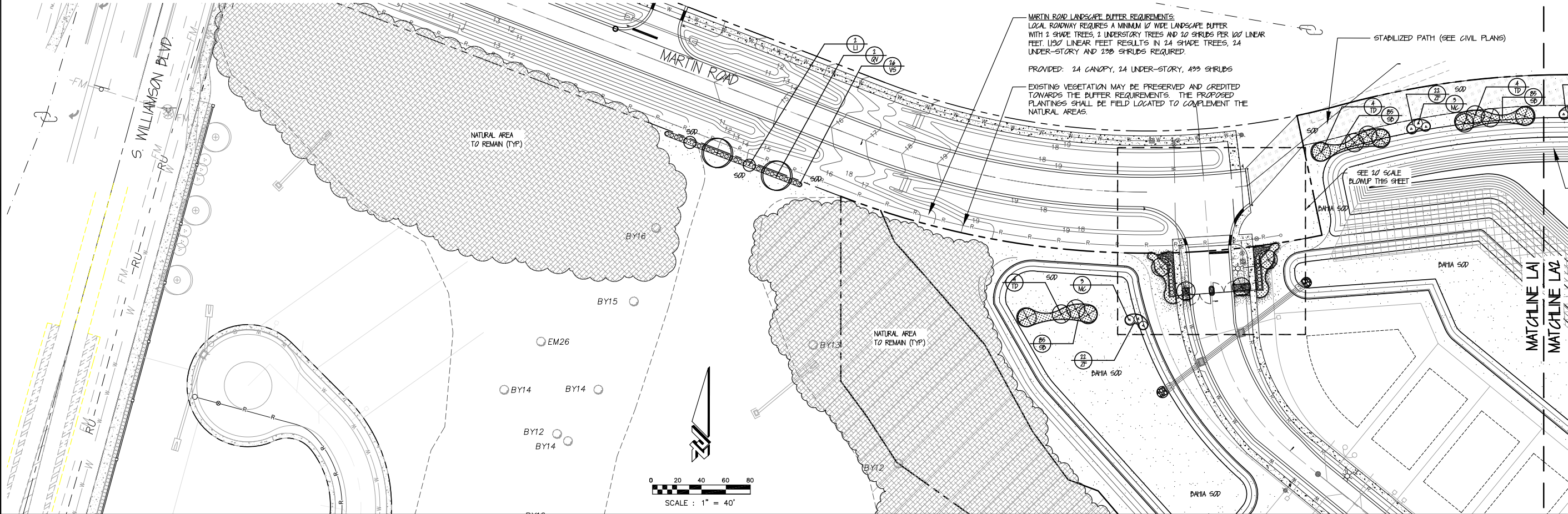
SYMB.	QUAN.	SPECIES	COMMON NAME	SIZE & SPACING
IAE	6	ILEX ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY	25 GAL., 2 1/2" CAL., 12" HT.
IB	22	ILEX BURFORDII 'SLOPE'	DWARF BURFORDII HOLLY	3 GAL., 18"-24" X 18"-24", 3' OC.
LC	46	LANTANA CAMARA 'GOLD MOUND'	YELLOW LANTANA	1 GAL., 12" SFRD., FULL, 18" OC.
LI	42	LAGERSTROEMIA INDICA 'CHOCTAW'	PINK CRAPE MYRTLE	25 GAL., 2 1/2" CAL., 8' HT., 48" SFRD.
LMV	30	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LIRIOPE	1 GAL., 10" HT. X 10" SFRD., FULL, 18" OC.
MC	27	MYRICA CERIFERA	WAX MYRTLE	15 GAL., 6' HT X 6' SFRD., 2 1/2" CAL., 3' CT.
PS	34	PENNISETUM SETACEUM	FOUNTAIN GRASS	3 GAL., 24" HT. X 18"-24" SFRD., FULL, 30" OC.
QV	34	QUERCUS VIRGINIANA	LIVE OAK	15 GAL., 1 1/2" CAL., 8' HT., 44" SFRD.
SP	850	SPARTINA BAKERI	SAND CORDGRASS	1 GAL., 18"-24" HT. X 12" SFRD., FULL, 30" OC.
TD	40	TAXODIUM DISTICHUM	BALD CYPRESS	25 GAL., 2 1/2" CAL., 9' HT., 44" SFRD.
VS	336	VIORNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 18"-24" X 18"-24", 3' OC.
ZF	138	ZAMIA FLORIDANA	COONTIE	3 GAL., 12-15" HT. X 12-15" SFRD., 30" OC.



20' SCALE BLOW-UP - MARTIN ROAD ENTRANCE



20' SCALE BLOW-UP - PHEASANT RIDGE DRIVE ENTRANCE



THE PINNACLE - PHASE 2
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 01051
ISSUE DATE: 09/1/05
DESIGNED BY: NC
DRAFTED BY: NC
CHECKED BY: PM
DRAWING NO: 0501P2LA
DATE: 09/1/05

FILE LOCATION: 15-2

SCALE: AS NOTED

SHEET: LA1 OF 3



ORLANDO BEACH
55 SEVENTH AVENUE, ORLANDO BEACH, FL 32716
(386) 677-2482 FAX (386) 677-2505

ST. AUGUSTINE
4475 U.S. 1 S. STE 607 ST. AUGUSTINE, FL 32086
(904) 797-1610 FAX (904) 797-4159

ANIELA ISLAND
401 CENTRE ST. STE 307 FERNANDINA, FL 32044
(904) 451-5436 FAX (904) 281-7879

NO.	DATE	DESCRIPTION
1	11/05/05	REVISED PER CITY OF PORT ORANGE COMMENTS DATED OCTOBER 11, 2005
2	12/28/05	REVISED PER CITY OF PORT ORANGE COMMENTS DATED NOVEMBER 28, 2005
3	12/28/05	REVISED PER CITY OF PORT ORANGE COMMENTS
4	12/28/05	REVISED PER CITY OF PORT ORANGE COMMENTS

REVISIONS:



ORLANDO BEACH
55 SEVENTH AVENUE, ORLANDO BEACH, FL 32776
(407) 677-2482 FAX (407) 677-2505

ST. AUGUSTINE
4475 U.S. 1 & SITE # 601 ST. AUGUSTINE, FL 32086
(844) 799-1610 FAX (844) 799-4159

ANIELA ISLAND
401 CENTRE ST., STE 307 FERNANDINA, FL 32034
(904) 491-5436 FAX (904) 281-7879

NO.	DATE	DESCRIPTION
1	11/08/05	REVISED PER CITY OF PORT ORANGE COMMENTS DATED OCTOBER 11, 2005
2	12/28/05	REVISED PER CITY OF PORT ORANGE COMMENTS DATED NOVEMBER 28, 2005
3	12/28/05	REVISED PER CITY OF PORT ORANGE COMMENTS DATED NOVEMBER 28, 2005
4	10/28/10	REVISED PER CITY OF PORT ORANGE COMMENTS

REVISIONS:

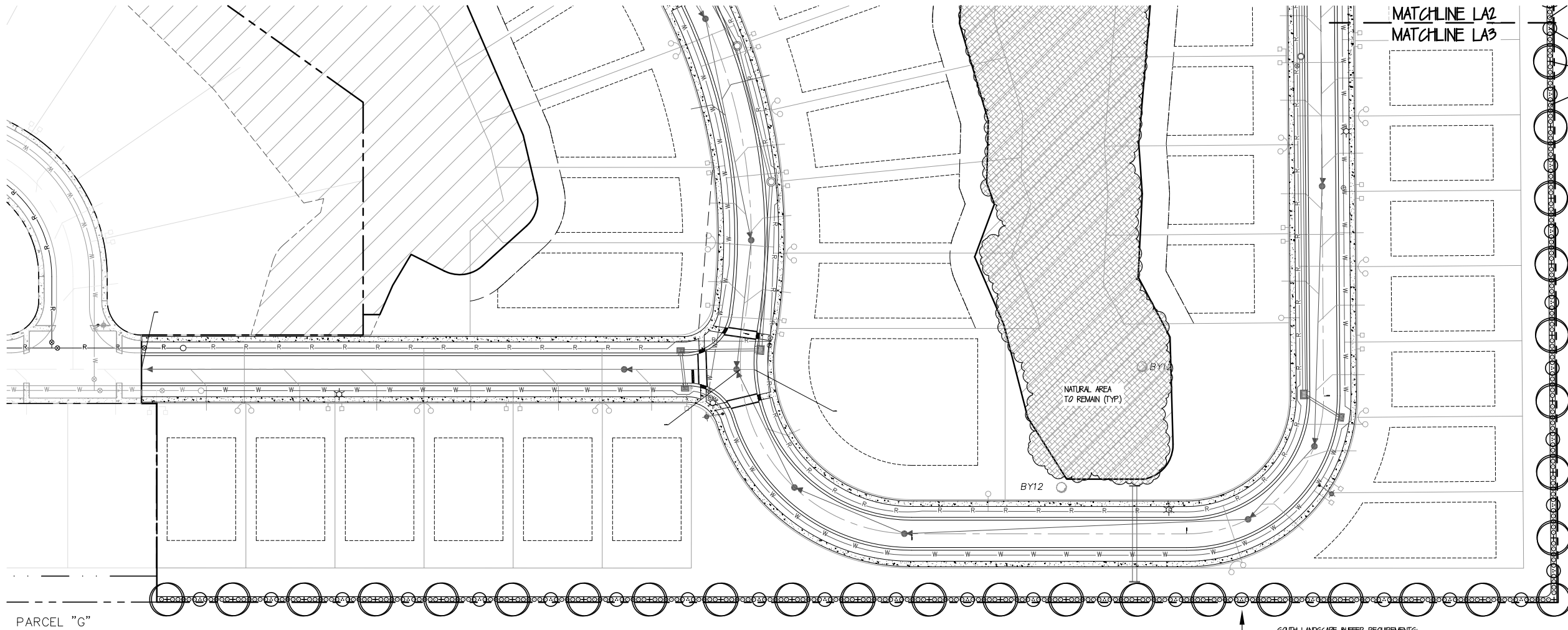
THE PINNACLE - PHASE 2
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

ZEV COHEN
& ASSOCIATES, INC.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 01051
ISSUE DATE: 09/1/05
DESIGNED BY: NC
DRAFTED BY: NC
CHECKED BY: PM
DRAWING NUMBER: 15-2

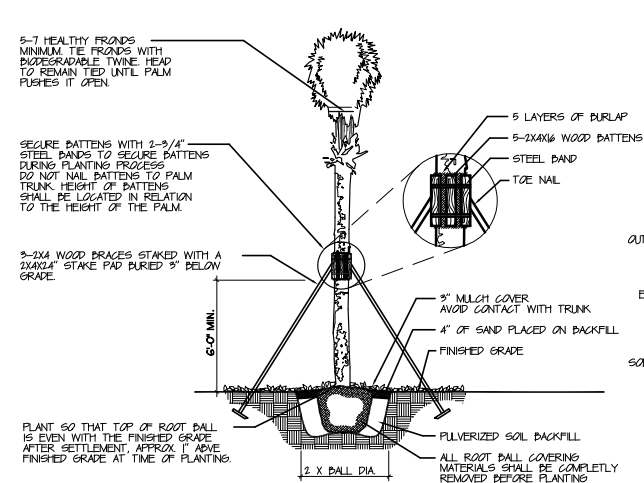
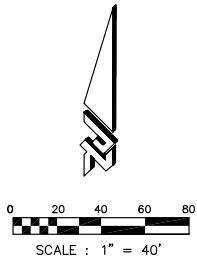
FILE LOCATION 15-2

NOT VALID WITHOUT EMBOSSED SEAL
SCALE: 1" = 80'
SHEET LA2 OF 3



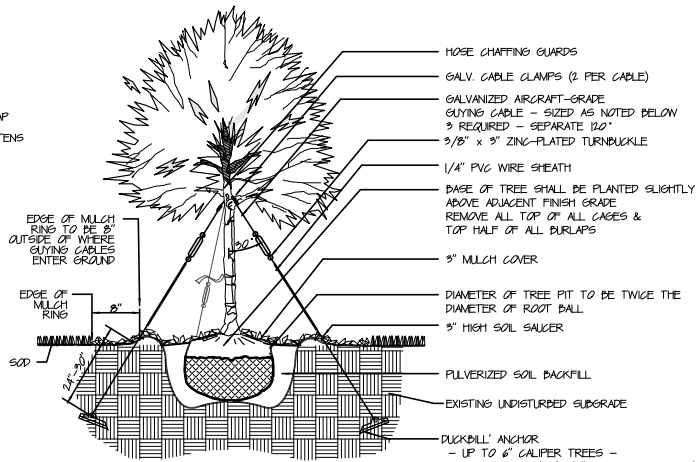
SOUTH LANDSCAPE BUFFER REQUIREMENTS:
MINIMUM 1/2" WIDE LANDSCAPE BUFFER
WITH 2 SHADE TREES, 2 UNDERSTORY TREES AND 20 SHRUBS PER 100' LINEAR FEET.
1022' LINEAR FEET RESULTS IN 20 SHADE TREES, 20 UNDER-STORY
AND 204 SHRUBS REQUIRED.

PROVIDED: 21 CANOPY, 21 UNDER-STORY, 214 SHRUBS



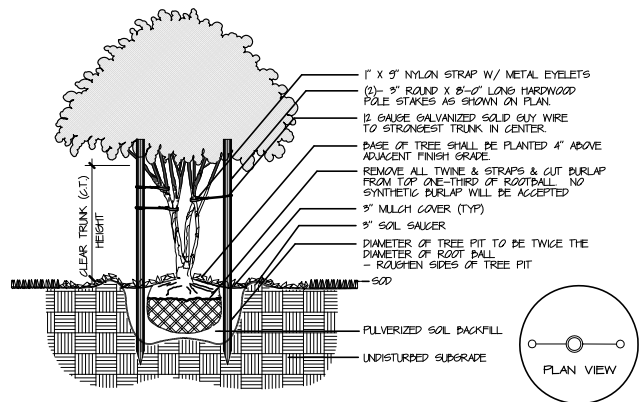
1 PALM PLANTING DETAIL

SCALE: N.T.S.



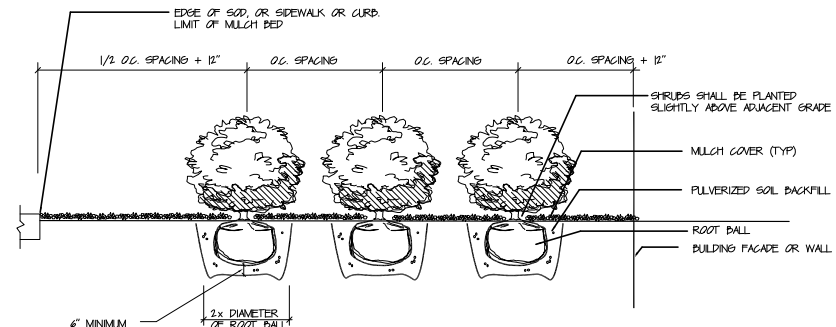
2 TREE PLANTING DETAIL

SCALE: N.T.S.



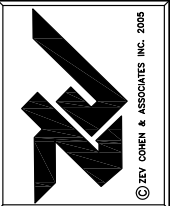
3 MULTI-TRUNK TREE PLANTING DETAIL

SCALE: N.T.S.



4 SHRUB PLANTING DETAIL

SCALE: N.T.S.



ORLANDO BEACH
55 SETON TAIL ORLANDO BEACH, FL 32776
(386) 677-2482 FAX (386) 677-2505

ST. AUGUSTINE
447 U.S. 1 & SITE # 601 ST. AUGUSTINE, FL 32086
(844) 797-1610 FAX (844) 797-4159

AMELIA ISLAND
401 CENTRE ST. STE 307 FERNANDINA, FL 32044
(904) 491-5436 FAX (904) 281-7879

NO.	DATE	DESCRIPTION
1	11/08/05	REVISED PER CITY OF PORT ORANGE COMMENTS DATED OCTOBER 11, 2005
2	12/28/05	REVISED PER CITY OF PORT ORANGE COMMENTS DATED NOVEMBER 28, 2005
3	12/28/05	REVISED PER CITY OF PORT ORANGE COMMENTS
4	10/26/10	REVISED PER CITY OF PORT ORANGE COMMENTS

REVISIONS:

THE PINNACLE - PHASE 2
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

ZEV COHEN
& ASSOCIATES, INC.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 01051
ISSUE DATE: 09/10/05
DESIGNED BY: NC

DRAFTED BY: NC
CHECKED BY: PM
DRAWING NO: 105105P2LA
DRAFT: 10/26/10

FILE LOCATION 15-2

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1" = 40'

SHEET LA3 OF 3



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: No

SUBJECT: (F17) Replat of Tract H of the Westport Reserve Subdivision and Subdivision Plans for Phase 2C of the Westport Reserve Subdivision. Case No. 16-50000003

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

RECOMMENDED MOTION: Move to approve the Replat of Tract H of the Westport Reserve Subdivision and Subdivision Plans for Phase 2C of the Westport Reserve Subdivision.

SUMMARY: The applicant requests approval of the Replat of Tract H of the Westport Reserve Subdivision and Subdivision Plans for Phase 2C for the Westport Reserve Subdivision. The subject property is located south of Town West Boulevard, between the Royal Palm PUD subdivision and Tomoka Farms Road. If approved, the applicant intends to replat the 7.46-acre Tract H of the Westport Reserve Subdivision into a 28 lot single-family subdivision and tracts for tree preservation, stormwater retention, and open space.

The replat and subdivision plans have been designed according to the requirements of the City's Land Development Code (LDC) and the dimensional standards outlined in PC-A Neighborhood Zoning District of the LDC. The Planned Community Agriculture (PC-A) Neighborhood zoning district is intended to accommodate a variety of standard suburban housing types at varying densities. Single-family, two-family, and multi-family housing are all permitted uses in this zoning district.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report.pdf
2.	Plans	Westport Reserve 2C Plans - Reduced Size for CC 2-7-17.pdf
3.	Replat	Westport Reserve_CC_surplatPhase2C_Signed.pdf

Tim Burman
Wayne Clark
Shannon Balmer
Margaret Roberts
Jake Johansson

Created/Initiated - 01/19/2017
Approved - 01/19/2017
Approved - 01/26/2017
Approved - 01/26/2017
Approved - 01/26/2017

Robin Fenwick

Final Approval - 01/27/2017



STAFF REPORT

REPLAT of TRACT H OF THE WESTPORT RESERVE SUBDIVISION & SUBDIVISION PLANS (PHASE 2C)

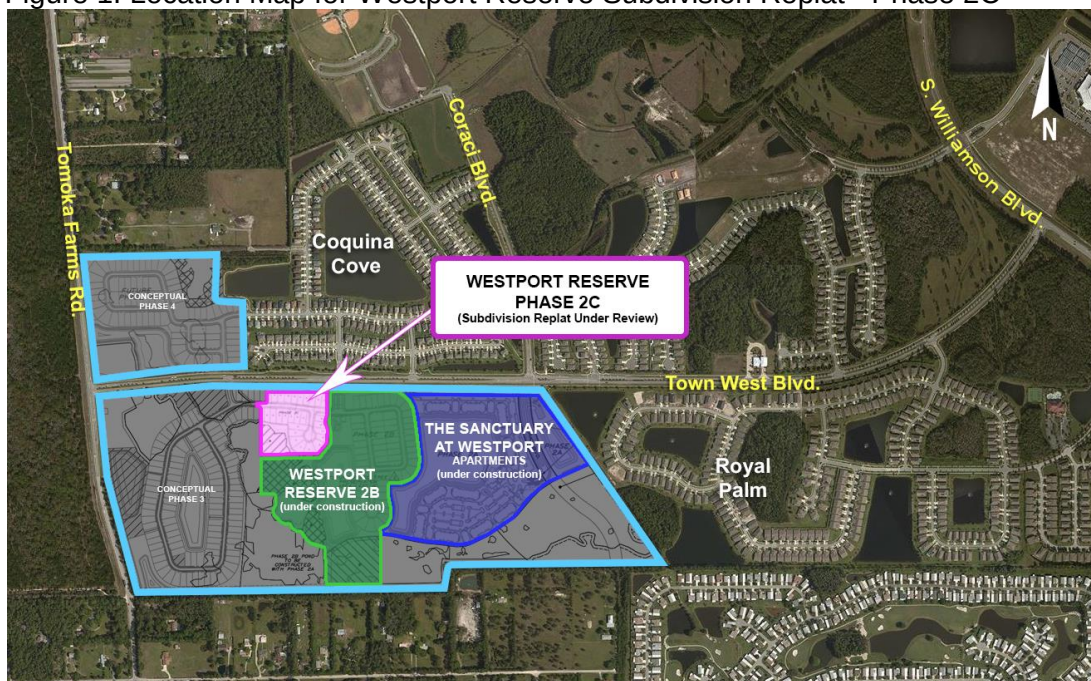
CASE NO. 16-50000003

REQUEST:	Approval of the Replat of Tract H of the Westport Reserve Subdivision and Subdivision Plans for Phase 2C
LOCATION:	South of Town West Boulevard west of Royal Palm PUD Subdivision and east of Tomoka Farms Road (Figure 1)
OWNER:	Westport Reserve LLC
APPLICANT:	Jonathan Claber, Edge Cove LLC
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Gwen Perney (386) 506-5673
CITY COUNCIL DATE:	February 7, 2017

DISCUSSION:

The applicant requests approval of the Westport Reserve Subdivision Replat of Tract H. If approved, the applicant intends to replat the 7.46-acre Tract H of the Westport Reserve Subdivision into a 28 lot single-family subdivision and tracts for tree preservation, stormwater retention, and open space. The subject property is located south of Town West Boulevard, between the Royal Palm PUD subdivision and Tomoka Farms Road.

Figure 1. Location Map for Westport Reserve Subdivision Replat - Phase 2C



The subject property is zoned “PC-A” (Planned Community Agriculture) Neighborhood District and has a Future Land Use designation of Planned Community No. 1. The PC-A Neighborhood zoning district is intended to accommodate a variety of standard suburban housing types at varying densities. Single-family, two-family, and multi-family housing are all permitted uses in this zoning district.

Based on the approved densities in the Neighborhood District, the maximum number of dwelling units that could be constructed is 3,148. If Phase 2C is approved, 100 acres in the Neighborhood District would remain vacant (Westport Reserve Phase 3 and 4); however, conceptual subdivision plans prepared by the property owner indicate the remaining land will be developed with +/- 199 single-family homes. As a result, when the Neighborhood District area is fully built out, it will have less than half of the maximum number of dwelling units it was planned for in the early 2000s (see Table 1 on Page 2).

Table 1. Neighborhood District Allowed & Developed Densities

Subdivisions in Neighborhood District	Year	Number of Approved or Proposed Dwelling Units	Development Size (acres)	Developed Density DU/Acre	Max Density per Acre	Max Number of Dwelling Units Allowed
Coquina Cove Ph 1	2005	332	85	3.91	4	340
Port Orange Plantation Ph 1	2004	90	33.4	2.69	8	267
Port Orange Plantation Ph 2	2005	104	28.3	3.67	8	226
Port Orange Plantation Ph 3	2006	53	17.5	3.03	4	70
Port Orange Plantation Ph 4- Village C	2014	49	15.7	3.12	16	251
Hawks Preserve Ph 1 & 2	2016	189	81	2.33	16	1,296
Westport Reserve Subdivision (Ph 2A, 2B, 2C, and 3*)	2016	573	148.7	3.85	4	594
Westport Reserve Subdivision (Ph 4)**	N/A	78	25.7	N/A	4	102
Total	N/A	1,468	435.3	3.37	N/A	3,148

* 452 dwelling units are in Phase 2A, 2B, and 2C. Phase 3 is under design but conceptual plans estimate an addition 121 single-family units. Phase 3 will require submittal of a development application and review by the Planning Commission and City Council.

**Phase 4 of Westport Reserve Subdivision is under design but conceptual plans estimate 78 single-family units. Phase 4 will require submittal of a development application and review by the Planning Commission and City Council.

The replat and subdivision plans have been designed according to the requirements of the City's Land Development Code (LDC) and the dimensional standards outlined in the PC-A neighborhood-zoning district of the LDC.

The following subdivision improvements will be constructed before or simultaneously with the development of the first lot:

- Access onto Town West Blvd. and stub-out for future connection to adjacent tracts;
- Water, sewer, and reclaimed water infrastructure;
- Public local streets (Santa Rosa Court and Estero Loop) within the subdivision;
- Stormwater drainage infrastructure;
- Sidewalks and streetlights along Santa Rosa Court and Estero Loop; and
- 20' landscape buffer with 3' tall berm and decorative split-rail fence along Town West Blvd.

CONCURRENCY REVIEW:

Public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 28 residential lots. Any future phases will be separately evaluated for concurrency at the time of subdivision review. The following discussion summarizes the impacts the proposed development will have on the public facilities and services.

Water, Sewer, Reclaimed Water:

The proposed phase will be served by potable water, sanitary sewer, and reclaimed water. All lots will be provided with stub-outs for utilities, and the developer will construct potable water, sanitary sewer, and reclaimed water lines in accordance with the utility plan for this project.

Staff from the Public Utilities Department have worked with the applicant to master design the utilities for this area to ensure that adequate capacity will exist and that correct connections will be provided for future development of the project to the west of this phase.

Stormwater Drainage:

The City's adopted level-of-service standard for stormwater drainage requires that all new retention/detention facilities be able to treat and convey the runoff from the 25-year, 24-hour storm event without causing flooding or pollution of receiving waterbodies. In addition, there must be no net loss of stormwater retention function as a result of development; therefore, the subdivision property must have the same ability to store and discharge water after development as it does before development occurs.

Recreation and Open Space:

According to the City's 2015 Concurrency Management Report, the City is not deficient in any of the recreational facilities categories and there are sufficient facilities to support the additional population from this subdivision phase.

School Capacity:

The Volusia County School District determined that the adopted level of service will be met and capacity exists in the schools for the estimated students to be generated by the proposed subdivision.

Transportation:

A slight increase in the number of vehicular trips on Town West Boulevard will result with the proposed development of this property. Based on the ITE Trip Generation Manual, 9th Edition, the proposed development could generate an additional 28 p.m. peak hour trips and an additional 267 daily trips. According to the latest traffic counts for Town West Boulevard, there is roadway capacity for the traffic that could be generated by the proposed development of the subject property (Table 1. – Page 4).

Table 1. Town West Blvd. Capacity

Roadway Segment	Adopted Level-of-Service	Maximum Capacity	Vehicles per Day	Remaining Capacity	V/C Ratio
Town West Blvd. (Tomoka Farms Rd. to Coraci Blvd.)	E	17,900	2,742	15,158	0.15
Town West Blvd. (Coraci Blvd. to Williamson Blvd.)	E	17,900	5,985	11,915	0.33

* City of Port Orange Public Works – April 2016

** Volume/Capacity (V/C) Ratio – Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity.

The subject property is located in the 1,200-acre master planned area called Planned Community-Agricultural (PC-A). In 2001/2002, the City established specific maximum unit per acre densities for the PC-A for areas designated for residential uses and intensities (square-footage) for areas designated for non-residential uses. Roadway network improvements (collector roads, intersection improvements, turn lanes, sufficient right-of-way etc.) to support the planned development were also established.

The proposed subdivision phase is located within the Neighborhood District of the PC-A, which consists of residential uses with maximum densities from 4 units per acre to 16 units per acre. As the Neighborhood District has developed over the past ten years, the required roadway improvements (Coraci Blvd, McGinnis Blvd, Town West Blvd., Town West/Williamson intersection, and turn lanes) to support the planned residential density have been built but the residential density developed or planned is less than originally planned in 2001/2002.

Based on the approved densities in the Neighborhood District, the maximum number of dwelling units that could be constructed is 3,148. If Phase 2C is approved, 100 acres in the Neighborhood District would remain vacant (Westport Reserve Phase 3 and 4); however, conceptual subdivision plans prepared by the property owner indicate the remaining land will be developed with +/- 199 single-family homes. As a result, when the Neighborhood District area is fully built out, it will have less than half of the maximum number of dwelling units it was planned for in the early 2000s (see Table 1 on Page 2).

Consistency with the Comprehensive Plan:

The subject property has a FLU designation of *Planned Community No. 1* on the City's Future Land Use Map. According to the Comprehensive Plan, the maximum gross residential density for the 148.7-acre overall PC-A area is four units/acre. With the addition of 28 single-family lots along with the 360 approved multi-family units and 64

approved single-family lots, the overall density for the 148.7-acre area is currently 3.04 units per acre. The development of the proposed single-family home subdivision is consistent with the intent of the FLU designation and permitted uses in the PC-A Neighborhood zoning district.

RECOMMENDATION:

Staff recommends approval of the Replat of Tract H of the Westport Reserve Subdivision and Subdivision Plans for Phase 2C.

ATTACHMENT:

1. Replat of Tract H of the Westport Reserve Subdivision
2. Subdivision Plans for Phase 2C

E

D

C

B

A

Drawing Index

Civil

C01	COVER SHEET
C02 - C03	GENERAL NOTES
C04	OVERALL DEVELOPMENT PLAN
C05	PHASE 2C TREE PRESERVATION PLAN
C06	OVERALL TREE PRESERVATION PLAN
C07	EXISTING CONDITIONS PLAN
C08	EROSION CONTROL PLAN
C09	OVERALL SITE PLAN
C10	COMMON OPEN SPACE
C11	SITE PLAN
C11A	BUFFER MITIGATION PLAN 
C12	UTILITY PLAN
C13	LOT & BLOCK GRADING PLAN
C14 - C15	PLAN & PROFILES
C15A	DRAINAGE STRUCTURES TABLE
C16	STRIPING PLAN
C17 - C22	CITY ROAD/DRAINAGE DETAILS
C23 - C25	CITY SEWER DETAILS
C26 - C28	CITY WATER DETAILS
C29 - C30	CITY RECLAIMED WATER DETAILS
C31	TYPICAL PAVING SECTIONS
C32	GEOTECHNICAL REPORT

Landscape

L1.1	LAYOUT PLAN
L2.1 - L2.2	LANDSCAPE PLAN, NOTES & DETAILS

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE OCCUPIED SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE RUN S01°05'50"E A DISTANCE OF 190.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE RUN S88°57'35"W ALONG THE EASTERLY EXTENSION OF THE OCCUPIED NORTHERLY LINE OF TOMOKA FARMS, AS RECORDED IN MAP BOOK 6, PAGE 192, AND RE-RECORDED IN MAP BOOK 22, PAGES 168 AND 169, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2596.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TOMOKA FARMS ROAD, PER ROAD BOOK 1, PAGE 28, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE: N16°08'29"W A DISTANCE OF 833.38 FEET; N10°03'47"W A DISTANCE OF 222.54 FEET; N06°47'13"W A DISTANCE OF 201.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE RUN N87°42'50"E A DISTANCE OF 252.99 FEET; THENCE N27°43'56"W A DISTANCE OF 32.45 FEET; THENCE N31°24'40"W A DISTANCE OF 89.27 FEET; THENCE N32°35'34"W A DISTANCE OF 78.98 FEET; THENCE N07°21'34"W A DISTANCE OF 60.82 FEET; THENCE N00°19'32"W A DISTANCE OF 59.57 FEET; THENCE N61°15'13"E A DISTANCE OF 126.00 FEET; THENCE N65°48'17"E A DISTANCE OF 65.09 FEET; THENCE N20°03'24"E A DISTANCE OF 111.70 FEET; THENCE N84°27'18"E A DISTANCE OF 417.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2065.94 FEET, A CENTRAL ANGLE OF 05°52'38", A CHORD BEARING OF N87°23'37"E, A CHORD DISTANCE OF 211.82 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 211.92 FEET; THENCE S89°40'04"E A DISTANCE OF 2504.37 FEET; THENCE S00°19'55"W A DISTANCE OF 40.25 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1250.00 FEET, A CENTRAL ANGLE OF 57°05'19", A CHORD BEARING OF S28°12'44"E, A CHORD DISTANCE OF 1194.59 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1245.48 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 483.51 FEET, A CENTRAL ANGLE OF 56°47'27", A CHORD BEARING OF S28°21'40"E, A CHORD DISTANCE OF 459.87 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 479.25 FEET TO THE OCCUPIED SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13; THENCE S89°26'31"W ALONG SAID OCCUPIED SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 1376.04 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH:
A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE OCCUPIED SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE RUN N89°26'31"E ALONG THE OCCUPIED SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13, A DISTANCE OF 1476.04 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 583.51 FEET, A CENTRAL ANGLE OF 56°41'21", A CHORD BEARING OF N28°24'43"W, A CHORD DISTANCE OF 554.07 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 577.33 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 57°05'19", A CHORD BEARING OF N28°12'44"W, A CHORD DISTANCE OF 1099.03 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1145.84 FEET; THENCE N00°19'55"E A DISTANCE OF 40.25 FEET; THENCE S89°40'04"E A DISTANCE OF 50.47 FEET TO A POINT ON THE EASTERLY LINE OF THE 30 FOOT FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 669, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S35°50'40"E ALONG SAID EASTERLY LINE, A DISTANCE OF 1644.32 FEET; THENCE S28°31'44"E ALONG SAID EASTERLY LINE, A DISTANCE OF 181.84 FEET TO THE OCCUPIED SOUTH LINE OF THE AFORESAID SOUTHWEST 1/4 OF SECTION 13; THENCE S89°26'31"W ALONG SAID OCCUPIED SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 317.26 FEET TO THE POINT OF BEGINNING. CONTAINING: 148.747 ACRES, MORE OR LESS.

Irrigation

IR-1 - IR-4	IRRIGATION PLAN, DETAILS & NOTES
-------------	----------------------------------

Survey

1 OF 1	BOUNDARY SURVEY
--------	-----------------

Developer / Applicant / Owner

WESTPORT RESERVE, LLC
370 CENTERPOINTE CIRCLE, SUITE 1136
ALTAMONTE SPRINGS, FLORIDA 32701
CONTACT: M. SCOTT STEARNS, P.E., LEED AP
PHONE: 407-834-9560

Civil Engineer

DEWBERRY
800 NORTH MAGNOLIA AVE., SUITE 1000
ORLANDO, FLORIDA 32803
CONTACT: DANIELLE VAN DE LOO, P.E.
PHONE: (321) 354-9711

Survey-Boundary & Topographic

DEWBERRY
800 NORTH MAGNOLIA AVE., SUITE 1000
ORLANDO, FLORIDA 32803
CONTACT: THOMAS CAMDEN
PHONE: (407) 843-5120

Geotechnical Engineer

UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD SUITE 3
SOUTH DAYTONA, FL 32119
CONTACT: BRIAN C. POHL, P.E.
PHONE: (386) 756-1105

Traffic Engineer

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713
CONTACT: CHRIS J. WALSH, P.E.
PHONE: (386) 753-0558

Landscape Architect

DEWBERRY
800 NORTH MAGNOLIA AVE., SUITE 1000
ORLANDO, FLORIDA 32803
CONTACT: MICHAEL URCHUK
PHONE: (321) 354-9744

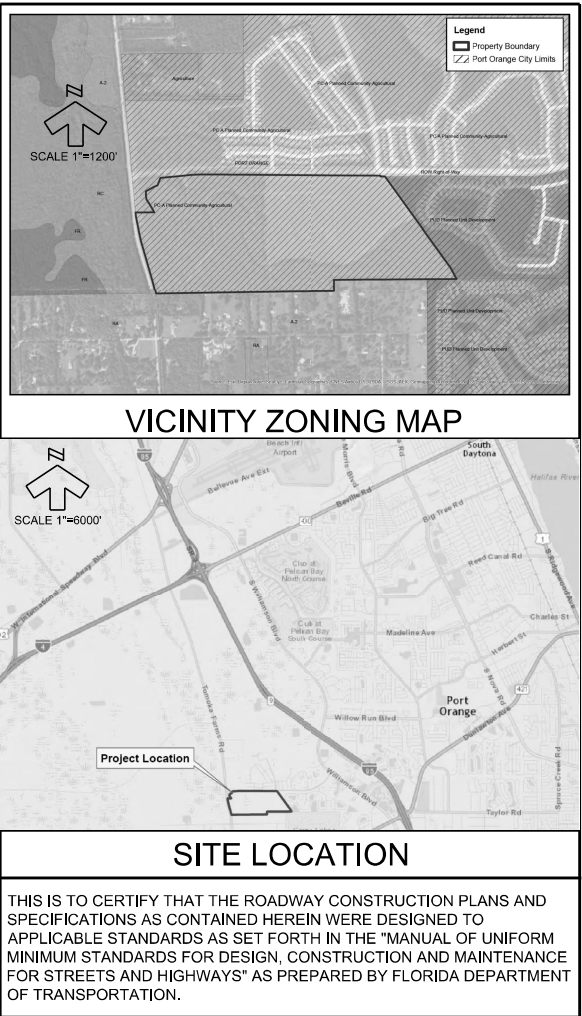
WESTPORT RESERVE (PHASE 2C)

City of Port Orange, Florida

FINAL SITE ENGINEERING PLANS

August 2016

Parcel ID. Number
6214-01-01-0014
6214-01-01-0015



Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS -8794

WESTPORT RESERVE
(PHASE 2C)

PORT ORANGE, FL

SEAL

Danielle Van De Loo
FL PE # 74876
1/25/2017



REVISED

2	11-1-16	TFS	REV PER COMMENTS
1	9-19-16	TFS	REV PER COMMENTS
No.	DATE	BY	Description
REVISIONS			
DRAWN BY	TFS		
APPROVED BY	DMV		
CHECKED BY	NPS		
DATE	AUGUST 2016		
DATUM	NAVD 88		

TITLE

COVER
SHEET

PROJECT NO. 50079046 (CC 1)

C01

SHEET NO.

POTABLE WATER

1. ALL PVC WATERMAINS 2" OR LESS SHALL BE SDR21 (200 PSI) UNLESS OTHERWISE NOTED.
2. WATER MAINS SHALL COMPLY WITH AWWA STANDARDS. ALL PVC PIPE 3 TO 12 INCHES SHALL BE AWWA C900 DR18; ALL PVC PIPE 14 INCHES AND LARGER SHALL COMPLY WITH AWWA C905 DR25. ALL WATER MAINS SHALL BEAR THE NSF LOGO AND SHALL BE COLOR-CODED OR MARKED USING BLUE AS A PREDOMINANT COLOR TO DIFFERENTIATE DRINKING WATER FROM OTHER WATER LINES.
3. WHERE DUCTILE IRON PIPE IS REQUIRED FOR WATER MAINS, IT SHALL CONFORM TO ANSI/AWWA A21.51, A MINIMUM THICKNESS FOR PRESSURE CLASS 350 PER ANSI/AWWA SHALL BE SUPPLIED. DIP SIZES UP TO 12 INCHES IN DIAMETER SHALL BE PRESSURE CLASS 350. DIP SIZES 14 INCHES AND LARGER SHALL BE PRESSURE CLASS 250.
4. ALL WATER MAIN FITTINGS, VALVES, RESTRAINTS, COUPLINGS, PIPE, AND IN GENERAL, THOSE MATERIALS REQUIRED FOR ESTABLISHING THE WATER SUPPLY SYSTEM, SHALL COMPLY WITH THE MINIMUM MATERIAL STANDARDS, RATINGS AND CLASSIFICATIONS FOR INSTALLING BY THE RESPECTIVE UTILITY PROVIDER, ALL WATER MAIN FITTINGS SHALL BE DIP FOR ALL 4" THRU 12" PVC AND DIP WATER MAINS CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA C151/A21.53 AND EPOXY COATED EXTERIOR, UNLESS NOTED OTHERWISE. THESE FITTINGS SHALL INCORPORATE RESTRAINING RINGS, MEGA-LUGS OR OTHER APPROVED EQUIVALENT MECHANICAL DEVICES.
5. DUCTILE IRON PIPE AND FITTINGS SHALL HAVE A CEMENT MORTAR INTERIOR LINING CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA C104/A21.4.
6. VALVES FOR POTABLE AND RAW WATER MAINS SHALL BE DUCTILE IRON (D.I.) EPOXY COATED GATE VALVES OR BUTTERFLY VALVES. SEE SPECIFICATIONS FOR DETAILS.
7. ALL POLYETHYLENE PRESSURE PIPE AND FITTINGS 4-INCH AND LARGER SHALL CONFORM TO AWWA STANDARD C906-99 (DR11) PRESSURE CLASS 180 AND ASTM STANDARD D3350, D2373 SEE 3408.
8. ALL POLYETHYLENE PIPE FOR SERVICE TUBING SHALL CONFORM TO AWWA STANDARD C901 (DR9) PRESSURE CLASS 200 AND STANDARD D2373 SEE 3408.
9. ALL PIPE AND POLYETHYLENE SERVICE TUBING SHALL BEAR THE NATIONAL SANITATION FOUNDATION (NSF) SEAL OF APPROVAL FOR POTABLE WATER SERVICE.
10. PVC PIPE LESS THAN 2-INCHES SHALL CONFORM TO ASTM D1785, THREADED PIPE AND FITTINGS SHALL BE SCH. 80 AND CONFORM TO ASTM D2464. UNTHREADED PIPE AND FITTINGS SHALL BE SCH. 40 WITH SOLVENT-CEMENTED JOINTS. CEMENTED JOINTS AND FITTINGS SHALL COMPLY WITH ASTM D2466 AND D2865.
11. 2", 2.5" AND 3" PVC PIPE SHALL CONFORM TO ASTM D2241. PIPE SHALL BE FURNISHED IN 20-FOOT LENGTHS. SHALL HAVE DIMENSION RATIO (DR21) AND A WATER PRESSURE RATING OF 200 PSI.
12. PIPE MEASUREMENTS SHALL BE CENTER TO CENTER OF FITTINGS OR VALVES.
13. CONTRACTOR SHALL PROVIDE TEMPORARY EXIST RESTRAINTS, BRACING, TIE-BACKS AND/OR OTHER DEVICES NECESSARY TO

12. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
13. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY-OR VACUUM-TYPE SANITARY SEWER, SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 6 INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, GRAVITY- OR VACUUM-TYPE SANITARY SEWER, OR PRESSURE- OR VACUUM-TYPE SANITARY SEWER, SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
14. AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN EXISTING OR PROPOSED SANITARY SEWERS OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY-OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
15. WHERE AUTOMATIC AIR RELIEF VALVES ARE INSTALLED THE ARV WILL BE EXTENDED SUCH THAT THE OPEN END OF THE AIR RELIEF PIPE WILL BE SEPARATED FROM THE GROUND BY AT LEAST ONE FOOT AND WILL BE PROVIDED WITH A SCREENED, DOWNWARD FACING ELBOW.

1. ALL PVC SANITARY SEWER SANITARY SEWER SHALL BE SDR35, UNLESS OTHERWISE NOTED; AND ALL PVC SANITARY SEWER FORCE MAIN 4" THRU 12" SHALL BE C900/DIR18, UNLESS OTHERWISE NOTED.
2. LEAKAGE TESTS FOR THE SANITARY SEWER SYSTEM SHALL MEET PROVIDER'S SPECIFICATIONS USING THE LOW PRESSURE AIR TEST METHOD, 5 PSI FOR 5 MINUTES. TESTS SHALL NOT EXCEED 400 FEET IN LENGTH AND SHALL BE TESTED BETWEEN ADJACENT MANHOLES AND SHALL INCLUDE ALL LATERALS.
3. ALL PVC SANITARY FORCE MAINS SHALL BE COLOR-CODED OR MARKED USING GREEN AS A PREDOMINANT COLOR TO DIFFERENTIATE THE FORCE MAIN FROM OTHER UTILITY LINES.
4. MINIMUM SLOPE ALLOWED FOR SANITARY SEWER PIPE IS 0.40%.
5. PVC PIPE AND FITTINGS 4-INCHES THROUGH 15-INCHES SHALL CONFORM TO ASTM D3034, SDR35 OR 26.
6. PVC PIPE AND FITTINGS 18-INCHES THROUGH 27-INCHES SHALL CONFORM TO ASTM F679-T1, SDR35.
7. PVC PIPE AND FITTINGS SHALL BE SOLID GREEN IN COLOR.
8. DUCTILE IRON PIPE FOR GRAVITY OR NON-PRESSURE SERVICE SHALL BE DESIGNED IN ACCORDANCE WITH AND CONFORMING TO THE REQUIREMENTS OF ASTM A746 FOR INSTALLATION WITH TRENCH TYPE II, OR IN ACCORDANCE WITH ANSI/AWWA C150/A21.50 AND ANSI/AWWA C151/A21.51.
9. DUCTILE IRON FITTINGS FOR USE IN GRAVITY OR NON-PRESSURE SERVICE SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C153/A21.53, COMPACT DUCTILE IRON FITTINGS.
10. DUCTILE IRON PIPE AND FITTINGS FOR GRAVITY OR NON-PRESSURE SERVICE SHALL HAVE AN INTERIOR LINING CONSISTING OF A MINIMUM 40 MILS OF A CERAMIC EPOXY COATING. REFER TO SPECIFICATIONS FOR DETAILS.
11. MATERIAL FOR GRAVITY SEWER PIPE AND FITTINGS SHALL BE AS SHOWN FOR THE FOLLOWING DEPTHS OF EXCAVATION: A, 5' TO 12" PVC, ASTM 3034/ASTM F679, SDR 35 B, LESS THAN 5' OR GREATER THAN 12" PVC, ASTM 3034, SDR 26
12. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL EQUIPMENT AND MATERIALS FOR APPROVAL BY THE ENGINEER AND SERVICE PROVIDER PRIOR TO PROCUREMENT.
13. PIPE MEASUREMENTS ON THE MAIN "TRUNK" SEWER SHALL BE FROM CENTER TO CENTER OF MANHOLES OR CLEANOUTS, UNLESS OTHERWISE NOTED.
14. PIPE MEASUREMENTS FOR SERVICE LATERALS SHALL BE FROM THE MAIN "TRUNK" SEWER TO THE PROPERTY LINE. THE DEPTH OF THE LATERAL AT THE PROPERTY LINE SHALL BE MEASURED AND RECORDED ON THE RECORD DRAWINGS.
15. FOR A SCHEDULED INTERRUPTION OF SANITARY SEWER MAIN FLOW, THE CONTRACTOR SHALL PROVIDE TO THE AGENCY HAVING JURISDICTION AND SERVICE PROVIDER FOR REVIEW A WRITTEN SCHEDULE AS TO THE METHOD AND DURATION OF FLOW INTERRUPTION.
16. DURING NORMAL SANITARY SEWER MAIN FLOW INTERRUPTION, THE CONTRACTOR SHALL PROVIDE UNINTERRUPTED BY-PASS FLOW AND SHALL PROVIDE ALL EQUIPMENT NECESSARY TO ACCOMPLISH THE SAME IN THE FORM OF, BUT NOT LIMITED TO, THE FOLLOWING: POWER, PUMPS, PIPING, APPURTENANCE VALVES AND FITTINGS AND/OR SEPTIC TANKER TRUCK PUMPING, HAULING AND DISPOSAL SERVICE.
17. CONTRACTOR SHALL PAY FOR INSPECTION OF THE GRAVITY SEWER LINE BY A TV CAMERA SYSTEM, A VHS TAPE AND REPORT SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO FINAL INSPECTION BY SERVICE PROVIDER'S AUTHORIZED REPRESENTATIVE.

1. HAZARDOUS MATERIAL MEANS ANY SUBSTANCE: (A) THE PRESENCE OF WHICH REQUIRES INVESTIGATION OR REMEDIATION UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, ORDINANCE, RULE, CODE, ORDER, ACTION, POLICY OR COMMON LAW; OR (B) WHICH IS OR BECOMES DEFINED AS A "HAZARDOUS WASTE," "HAZARDOUS SUBSTANCE," "POLLUTANT OR CONTAMINANT UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, RULE OR ORDINANCE OR AMENDMENTS THERETO INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. SECTIONS 9601 ET SEQ.) AND/OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 6901 ET SEQ.), OR (C) WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC, OR OTHERWISE HAZARDOUS AND IS REGULATED BY ANY GOVERNMENTAL AUTHORITY; OR (D) WHICH IS, BY FEDERAL, STATE, OR LOCAL COMMISSION, BOARD, AGENCY, OR INSTRUMENTALITY OF THE UNITED STATES, OR BY STATE OR LOCAL AGENCIES, PREMISES ARE LOCAL AND OR (F) POLITICAL SUBDIVISION THEREOF, OR (D) THE PRESENCE OF WHICH ON THE PREMISES CAUSES OR THREATENS TO CAUSE A NUISANCE UPON THE PREMISES OR TO ADJACENT PROPERTIES OR POSSES OR THREATENS TO POSE A HAZARD TO THE HEALTH OR SAFETY OF PERSONS ON OR ABOUT THE PREMISES, OR (E) WHICH CONTAINS OR RELEASES OR DESIGNS TO RELEASE OR MAY RELEASE TOXIC, CARCINOGENIC, OR MUTAGENIC, OR (F) WHICH CONTAINS POLYCHLORINATED BIPHENYLS (PCBS), ASBESTOS, LEAD OR UREA FORMALDEHYDE FOAM INSULATION.
2. CONTRACTOR AND ITS SUBCONTRACTORS SHALL USE, HANDLE, TRANSPORT, AND DISPOSE OF ALL HAZARDOUS MATERIALS (AS DEFINED HEREIN) IN COMPLIANCE WITH ALL PRESENT FEDERAL, STATE AND LOCAL ENVIRONMENTAL, HEALTH OR SAFETY LAW, INCLUDING, BUT NOT LIMITED TO, ALL SUCH STATUTES, REGULATIONS, RULES, ORDINANCES, CODES, AND RULES OF COMMON LAW.
3. CONTRACTOR FURTHER AGREES THAT CONTRACTOR AND ITS SUBCONTRACTORS SHALL NOT CAUSE THE DISCHARGE, RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIAL CREATED BY ITS WORK ON OR ABOUT THE JOB SITE. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL OR RELEASE ON PERSONS OR PROPERTY.
4. CONTRACTOR AND ITS SUBCONTRACTORS SHALL, UPON COMPLETION OF PERFORMANCE OF ALL DUTIES UNDER THIS CONTRACT, REMOVE ALL SUCH HAZARDOUS MATERIALS FROM THE JOB SITE. CONTRACTOR AND ITS SUBCONTRACTORS SHALL BE RESPONSIBLE FOR BEARING FULL FINANCIAL RESPONSIBILITY, AS BETWEEN THE PARTIES OF THIS CONTRACT, FOR THE COMPLIANCE OF CONTRACTOR AND ITS SUBCONTRACTORS WITH THE PROVISIONS AS OUTLINED HEREIN.
5. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD THE OWNER HARMLESS FROM AND AGAINST ANY CLAIMS INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEYS FEES AND ANY COSTS OF INVESTIGATION, SOILS TESTING, GOVERNMENTAL REMEDIATION, REMEDIATION CONTRACTS, AND ANY OTHER COSTS AND DAMAGES INCURRED BY THE OWNER, CONTRACTOR OR ITS SUBCONTRACTORS, OR THEIR AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES, TO COMPLY WITH THE TERMS AS DESCRIBED HEREIN.
6. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS DISCHARGE, RELEASE OR DISPOSE OF ANY HAZARDOUS MATERIAL ON OR ABOUT THE JOB SITE IN VIOLATION OF THIS PARAGRAPH, CONTRACTOR SHALL IMMEDIATELY INFORM THE OWNER IN WRITING. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS, PROPERTY OR THE ENVIRONMENT.
7. IN THE EVENT CONTRACTOR OR ITS SUBCONTRACTORS ENCOUNTER ON THE PREMISES ANY PIPELINE, UNDERGROUND STORAGE TANK OR OTHER CONTAINER, OF ANY KIND, THAT MAY CONTAIN A HAZARDOUS MATERIAL, OR ENCOUNTER MATERIAL REASONABLY BELIEVED TO BE A HAZARDOUS MATERIAL, CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AREA AFFECTED AND REPORT THE CONDITION TO THE OWNER IN WRITING.
8. IF CONTRACTOR OR ITS SUBCONTRACTORS DO NOT COMPLY WITH THE REQUIREMENTS AS OUTLINED HEREIN, OWNER MAY, BUT IS NOT OBLIGATED TO, GIVE WRITTEN NOTICE OF VIOLATION TO CONTRACTOR. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS FAIL TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH WITHIN TWENTY-FOUR (24) HOURS FROM THE TIME OWNER ISSUES SUCH WRITTEN NOTICE OF NONCOMPLIANCE OR WITHIN THE TIME OF AN ABATEMENT PERIOD SPECIFIED BY ANY GOVERNMENTAL AGENCY, WHICHEVER PERIOD IS SHORTER, CONTRACTOR SHALL BE IN MATERIAL DEFAULT OF THIS CONTRACT.
9. ALL AREAS USED FOR FUEL STORAGE SHALL HAVE THE PROPERTY OWNER'S PRIOR APPROVAL AND APPROPRIATE MEASURES SHALL BE TAKEN TO INSURE PROTECTION OF GROUNDWATER AND SOIL RESOURCES.

PRE-CONSTRUCTION

1. CONTRACTOR SHALL ATTEND A MANDATORY PRE-CONSTRUCTION MEETING WITH THE ENGINEER OF RECORD AND APPLICABLE STAFF OF THE LOCAL AGENCY HAVING JURISDICTION (E.G. CITY OR COUNTY) PRIOR TO ANY DISTURBANCE OF LAND, CLEARING OR DEMOLITION. CONTRACTOR MUST PROVIDE WRITTEN NOTICE OF THE PRE-CONSTRUCTION MEETING'S TIME, DATE AND LOCATION TO THE OWNER AND ENGINEER OF RECORD A MINIMUM OF 48 HOURS PRIOR TO.
2. IF ANY TESTING, INSPECTION OR APPROVAL UNDER THIS PARAGRAPH REVEAL DEFECTIVE WORK, CONTRACTOR SHALL NOT BE ALLOWED TO RECEIVE ANY ASSOCIATED COSTS AND THE OWNER SHALL BE ENTITLED TO DEDUCT FROM THE CONTRACT PRICE, BY ISSUING A CHANGE ORDER, OWNER'S COSTS ARISING OUT OF THE DEFECTIVE WORK, INCLUDING COSTS OF REPEATED PROCEDURES, COMPENSATION FOR ENGINEER'S AND DESIGN ENGINEER'S SERVICES AND OTHER RELATED COSTS.
3. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL STORM DRAINAGE, WATER SYSTEM, SEWER SYSTEM, AND PAVING SYSTEM MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
4. THE CONTRACTOR SHALL PROVIDE THE ENGINEER 48-HOUR ADVANCE NOTIFICATION FOR THE FOLLOWING CONSTRUCTION AND OBSERVATION ACTIVITIES:
 - SANITARY SEWER LAMPING AND VIDEO INSPECTION
 - CONNECTIONS TO EXISTING SYSTEMS
 - STORM DRAINAGE LAMPING
 - INLET TOP POURS (REINFORCING STEEL CHECK)
 - WATER AND FORCE MAIN PRESSURE TESTS
 - BACTERIOLOGICAL SAMPLING
 - BASE OBSERVATION & SOUNDING
 - ASPHALT PLACEMENT
 - PRE-FINAL OBSERVATION
 - FINAL OBSERVATION

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR WILL OBTAIN A COPY OF THE MINIMUM REQUIREMENTS FOR AS-BUILT RECORD DRAWING ACCEPTANCE FROM THE AGENCY HAVING JURISDICTION (SUCH AS THE CITY OR COUNTY) AND/OR UTILITY SERVICE PROVIDER. FAMILIARIZE THEMSELVES WITH THESE REQUIREMENTS, AND PRODUCE AS-BUILT RECORD DRAWINGS THAT SUBSTANTIALLY COMPLY WITH OR EXCEED THESE REQUIREMENTS, INCLUDING ANY REQUIRED ELECTRONIC DATA SUBMITTALS.

2. AS-BUILT DRAWINGS SHALL BE ACCURATELY RECORDED AND CERTIFIED BY A LICENSED LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND SHALL MEET THE MINIMAL TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

3. THE CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE SUFFICIENT AS-BUILT INFORMATION TO CONVEY THAT THE CONSTRUCTION HAS BEEN COMPLETED WITHIN ACCEPTABLE TOLERANCES TO THE APPROVED DESIGN AND SHALL INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING:

SANITARY SEWER:

1. TOP ELEVATION OF EACH MANHOLE FRAME AND COVER.
2. INVERT OF EACH LINE ENTERING AND LEAVING EACH MANHOLE/STRUCTURE.
3. LENGTH OF EACH RUN OF MAIN BETWEEN MANHOLES (CENTER TO CENTER).
4. ALL GRADE OF PIPE BETWEEN MANHOLES.
5. LOCATE ALL SERVICE WYES FROM DOWNSTREAM MANHOLE WITH DEPTH AT LOT LINE AND DISTANCE FROM THE MAIN LINE.
6. LOCATE WITH MEASUREMENTS FROM PERMANENT VISIBLE OBJECTS ALL FITTINGS/ACCESSORIES NOT VISIBLE FROM THE SURFACE (MINIMUM TWO POINT TIES).

WATER AND REUSE SYSTEM AND FORCE MAINS :

1. ACTUAL LENGTHS OF PIPE BETWEEN BRANCHES AND VALVES IN THE RUN.
2. LOCATE WITH MEASUREMENTS FROM PERMANENT VISIBLE OBJECTS ALL FITTINGS/ACCESSORIES NOT VISIBLE FROM THE SURFACE (MINIMUM TWO POINT TIES).
3. LIST THE DEPTHS OF THE LINES AT ALL VALVES, FITTINGS AND FIRE HYDRANTS.

OTHER IMPROVEMENTS:

BUILDING(S), SIDEWALKS, PAVEMENT, CURB & GUTTER. SUBMIT CERTIFIED DRAWINGS TO THE ENGINEER TWO WEEKS PRIOR TO FINAL INSPECTION OF THE WORK TO BE CERTIFIED.

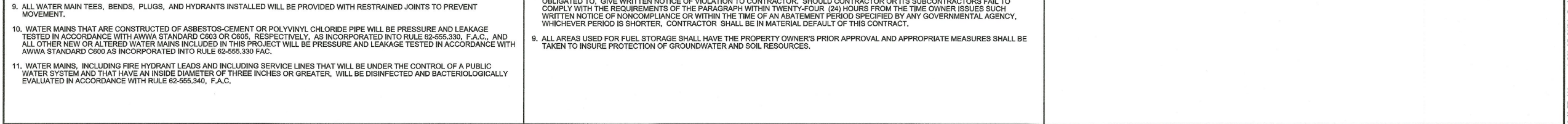
4. THE ENGINEER STRONGLY RECOMMENDS THAT THE CONTRACTOR KEEP A DAILY "AS-BUILT" SET OF DRAWINGS WHILE THE WORK BEING DONE IS VISIBLE EXPOSED ACCORDING TO THE CRITERIA OUTLINED HEREIN.

5. THE ENGINEER RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER, RETEST AND/OR PERFORM ANY ACTION NECESSARY TO ENSURE THAT THE IMPROVEMENTS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

6. FINAL "AS-BUILT" DRAWINGS FOR POTABLE WATER SHALL CLEARLY INDICATE COMPLIANCE TO MINIMUM SEPARATION DISTANCES OR REQUIRED PIPE UPGRADES. ALL WATER MAIN AND FORCE MAIN PIPE FITTINGS SHALL BE REFERENCED TO AT LEAST TWO VISIBLE REFERENCE POINTS (SWING TIES) AND THE NEAREST DISTANCE TO THE CENTERLINE OF ROAD.

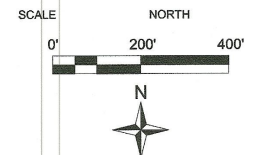
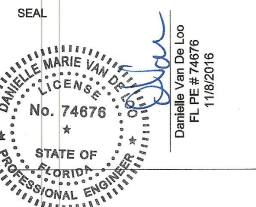
7. THE CONTRACTOR'S GEOTECHNICAL ENGINEER SHALL CERTIFY ALL SITE, UTILITY, AND ROADWAY COMPACTION AND ALL UNDERDRAIN AND PAVEMENT CONSTRUCTION TO BOWYER-SINGLETON & ASSOCIATES, INC.

8. ALL PVC WATER MAINS AND PVC FORCE MAINS SHALL BE INSTALLED WITH A SOLID COPPER "LOCATING WIRE" WITH SUFFICIENT GROUNDING POINTS AT MAXIMUM 500 FEET SPACING.



**WESTPORT RESERVE
(PHASE 2C)**

PORT ORANGE, FL



No.	DATE	BY	REV	PER	COMMENTS
1	9-19-16	TFS			

REVISIONS

DRAWN BY	TFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	AUGUST 2016
DATUM	NAVD 88

**OVERALL
DEVELOPMENT
PLAN**

PROJECT NO. 50079046 (CC 1)

C04

SHEET NO.

- NOTES:**
1. REFER TO SHEET No. C09 FOR PHASE 2C SITE.
2. ALL FUTURE PHASES WILL BE REVIEWED AND PERMITTED SEPARATELY FROM PHASE 2C.
3. FUTURE PROPOSED WETLAND IMPACTS ARE SUBJECT TO PERMITTING APPROVAL.
4. PHASE 2A IS NOT PART OF THESE PLANS.

OVERALL SITE DATA	
SITE AREA	174.48 AC. ⁽¹⁾
CURRENT ZONING	PC-A
	NEIGHBORHOOD DISTRICT 3
LAND USE	LDR
PROP. DWELLING UNITS	651
DENSITY	3.73 DU/AC
TREE PRESERVATION:	
SITE AREA	174.48 AC.
REQUIRED = 15% OF SITE AREA	26.17 AC. ⁽¹⁾
PROPOSED (15.08%)	26.32 AC. ⁽²⁾
⁽¹⁾ EXIST. TREE CONSERVATION EASEMENTS NOT INCLUDED	
⁽²⁾ EXCESS TREE PRESERVATION CAN BE USED TOWARD THE REMAINDER OF THE DEVELOPMENT	
DWELLING UNITS PER PHASE:	
MULTI-FAMILY PHASE 2A	360
SINGLE FAMILY PHASE 2B	64
SINGLE FAMILY PHASE 2C	28
SINGLE FAMILY PHASE 3	121
SINGLE FAMILY PHASE 4	78
TOTAL	651

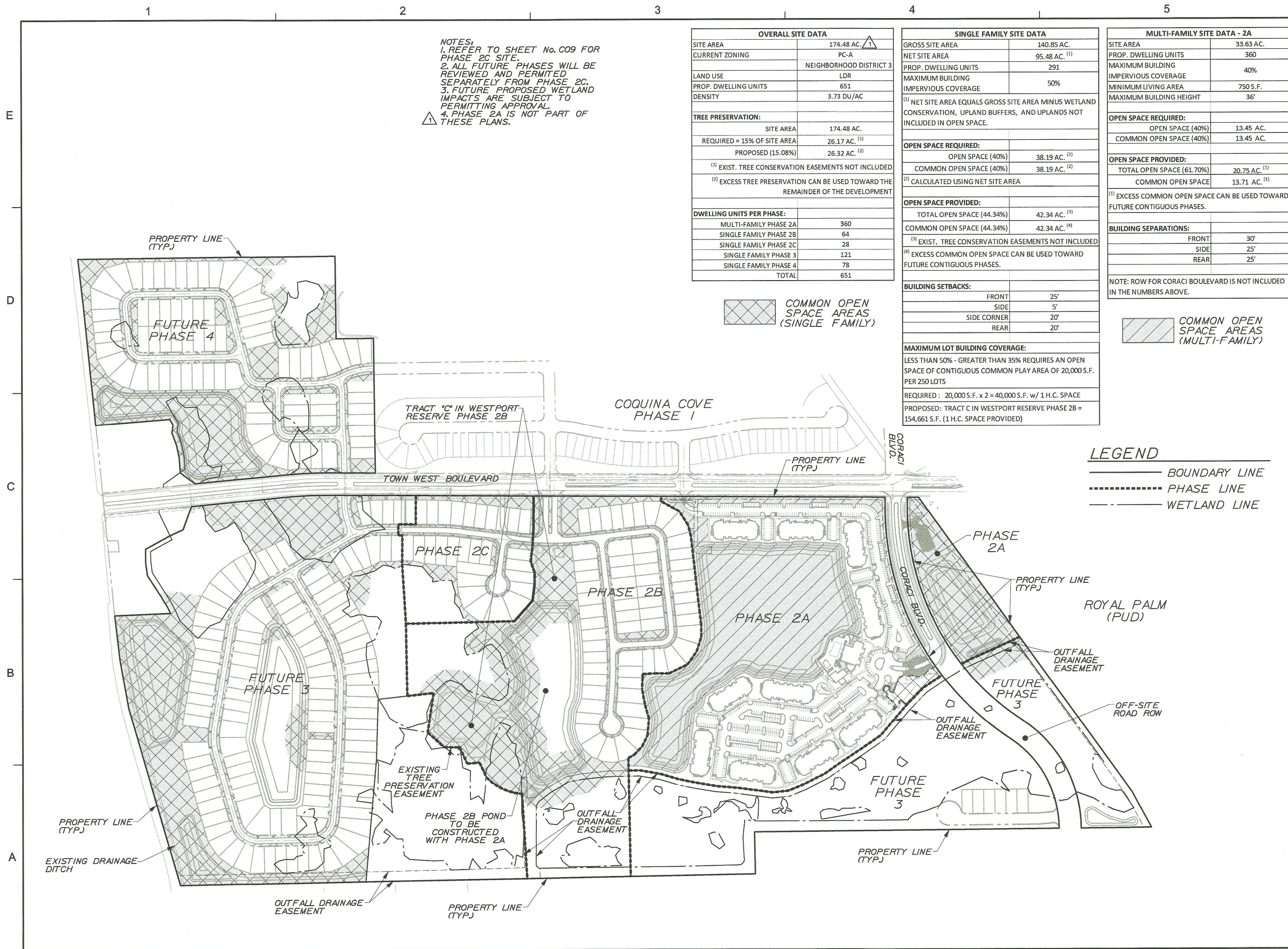
COMMON OPEN SPACE AREAS (SINGLE FAMILY)

SINGLE FAMILY SITE DATA	
GROSS SITE AREA	140.85 AC.
NET SITE AREA	95.48 AC. ⁽¹⁾
PROP. DWELLING UNITS	291
MAXIMUM BUILDING IMPERVIOUS COVERAGE	50%
⁽¹⁾ NET SITE AREA EQUALS GROSS SITE AREA MINUS WETLAND CONSERVATION, UPLAND BUFFERS, AND UPLANDS NOT INCLUDED IN OPEN SPACE.	
OPEN SPACE REQUIRED:	
OPEN SPACE (40%)	38.19 AC. ⁽²⁾
COMMON OPEN SPACE (40%)	38.19 AC. ⁽²⁾
⁽²⁾ CALCULATED USING NET SITE AREA	
OPEN SPACE PROVIDED:	
TOTAL OPEN SPACE (44.34%)	42.34 AC. ⁽³⁾
COMMON OPEN SPACE (44.34%)	42.34 AC. ⁽⁴⁾
⁽³⁾ EXIST. TREE CONSERVATION EASEMENTS NOT INCLUDED	
⁽⁴⁾ EXCESS COMMON OPEN SPACE CAN BE USED TOWARD FUTURE CONTIGUOUS PHASES.	
BUILDING SETBACKS:	
FRONT	25'
SIDE	5'
SIDE CORNER	20'
REAR	20'
MAXIMUM LOT BUILDING COVERAGE:	
LESS THAN 50% - GREATER THAN 35% REQUIRES AN OPEN SPACE OF CONTIGUOUS COMMON PLAY AREA OF 20,000 S.F. PER 250 LOTS	
REQUIRED: 20,000 S.F. x 2 = 40,000 S.F. w/ 1 H.C. SPACE	
PROPOSED: TRACT C IN WESTPORT RESERVE PHASE 2B = 154,661 S.F. (1 H.C. SPACE PROVIDED)	

COMMON OPEN SPACE AREAS (MULTI-FAMILY)

LEGEND

- BOUNDARY LINE
- - - - - PHASE LINE
- - - - - WETLAND LINE



8/20/2016 AM 10:00:00 \\CCT-SF-PH3A-OverallDevelopment.dgn



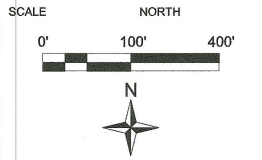
Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS #8794

WESTPORT RESERVE
(PHASE 2C)

PORT ORANGE, FL

SEAL

11/8/2016



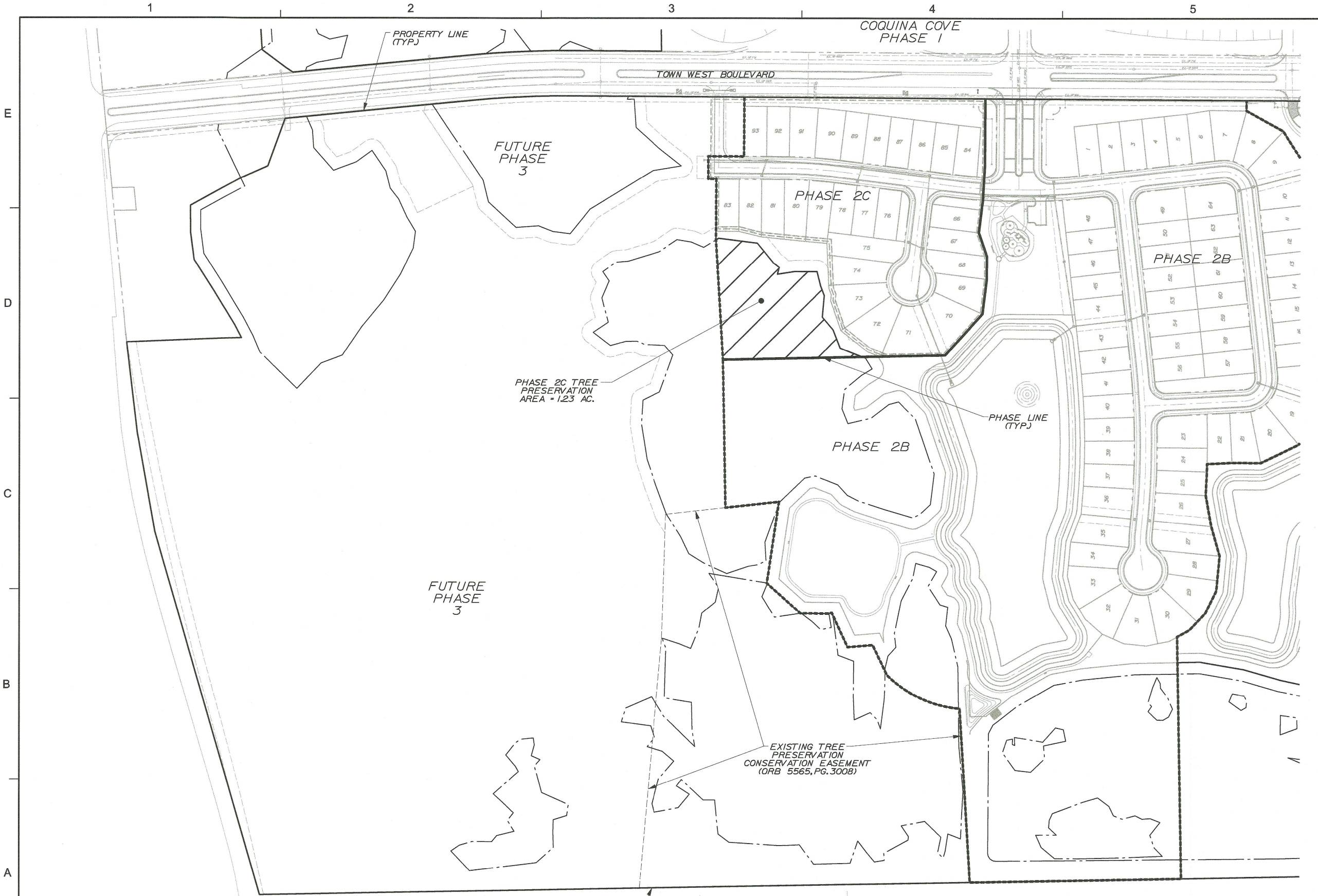
No.	DATE	BY	Description
REVISIONS			
		TFS	
		DMV	
		NPS	
	AUGUST 2016		
	NAVD 88		

TITLE
**PHASE 2C
TREE
PRESERVATION
PLAN**

PROJECT NO. 50079046 (CC 1)

C05

SHEET NO.



TREE PRESERVATION		
	PHASE 2C AREA	7.46AC
	REQUIRED 15% OF SITE (INCLUDING TREE PRESERVATION AREA)	1.12AC
	PROPOSED (16.49%)	1.23AC

NOTE:
NO SPECIMEN TREES ARE LOCATED WITHIN THE
DEVELOPMENT FOOTPRINT OF THE PHASE 2C
PROJECT AREA. THEREFORE SPECIMEN TREES
DO NOT REQUIRE ADDRESS AS PART OF THIS
PHASE 2C APPLICATION.

LEGEND	
	BOUNDARY LINE
	PHASE LINE
	WETLAND LINE

LEGEND

- BOUNDARY LINE
PHASE LINE
WETLAND LINE

- NOTES:
1.) EXCESS AREAS SUITABLE FOR TREE PRESERVATION WITHIN 2C CAN BE USED TO MEET TREE PRESERVATION REQUIREMENTS FOR FUTURE PHASES OF DEVELOPMENT.
2.) FUTURE TREE CONSERVATION AREAS WILL BE ESTABLISHED WITH EACH PHASE.
3.) NO SPECIMEN TREES ARE LOCATED WITHIN THE DEVELOPMENT FOOTPRINT OF THE PHASE 2C PROJECT AREA. THEREFORE SPECIMEN TREES DO NOT REQUIRE ADDRESS AS PART OF THIS PHASE 2C APPLICATION.

TREE PRESERVATION		
	OVERALL SITE AREA	174.48 AC.
	REQUIRED 15% OF SITE (INCLUDING TREE PRESERVATION AREA)	26.17 AC.
	PROPOSED (15.14%)	26.42 AC.
	PHASE 2A AREA	33.63 AC.
	REQUIRED 15% OF SITE (INCLUDING TREE PRESERVATION AREA)	5.04 AC.
	PROPOSED (15.05%)	5.06 AC.
	PHASE 2B AREA	31.24 AC.
	REQUIRED 15% OF SITE (INCLUDING TREE PRESERVATION AREA)	4.69 AC.
	PROPOSED (15.36%)	4.80 AC.
	PHASE 2C AREA	7.46 AC.
	REQUIRED 15% OF SITE (INCLUDING TREE PRESERVATION AREA)	1.12 AC.
	PROPOSED (16.49%)	1.23 AC.
	FUTURE PHASE AREA	102.15 AC.
	REQUIRED 15% OF SITE (INCLUDING TREE PRESERVATION AREA)	15.32 AC.
	PROPOSED (15.01%)	15.33 AC.



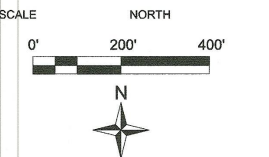
Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS-8794

WESTPORT RESERVE
(PHASE 2C)

PORT ORANGE, FL

SEAL

11/8/2016



No.	DATE	BY	Description
REVISIONS			
		TFS	
		DMV	
		NPS	
	AUGUST 2016		
	NAVD 88		

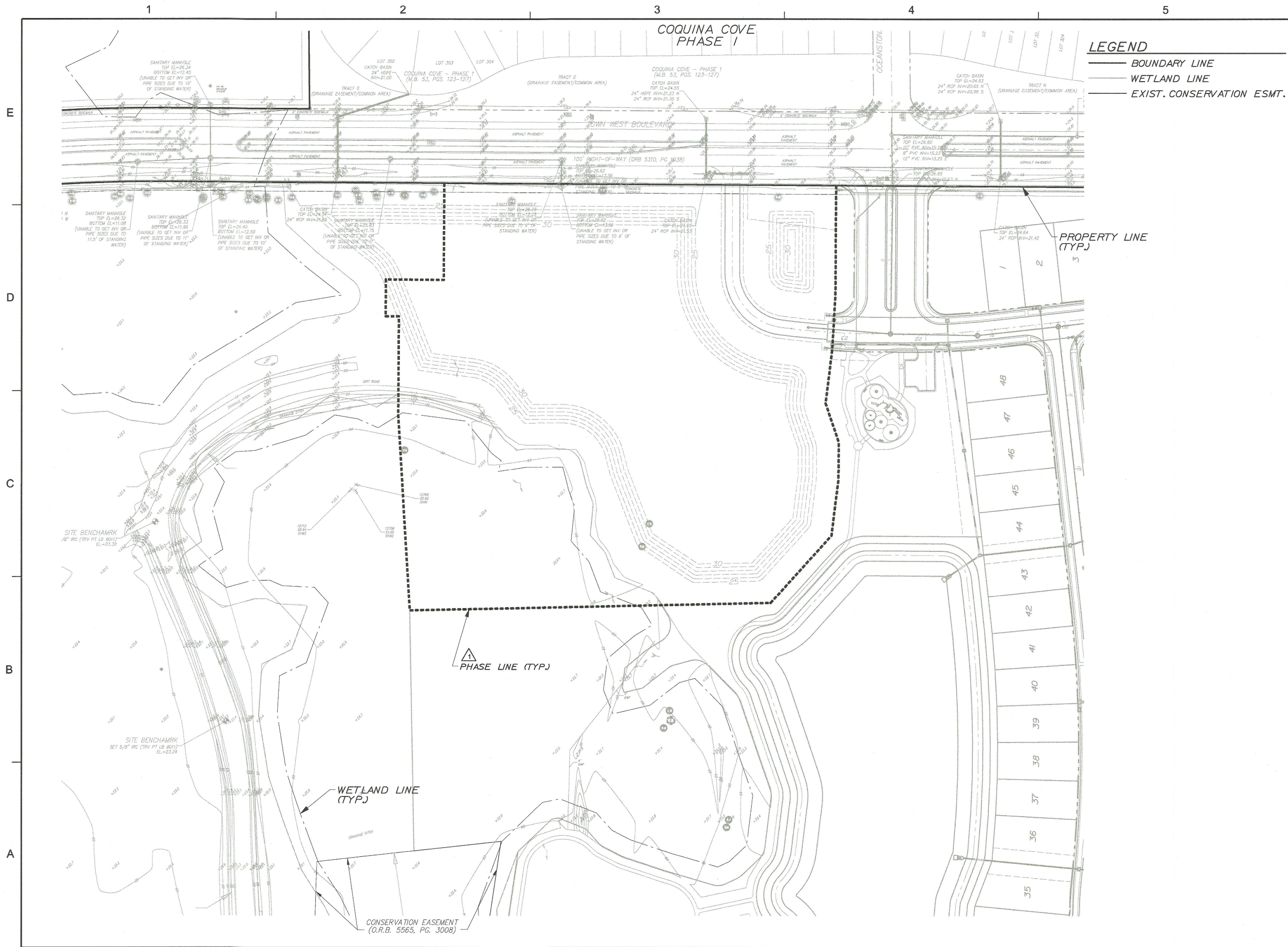
TITLE
OVERALL
TREE
PRESERVATION
PLAN

PROJECT NO. 50079046 (CC 1)

C06

SHEET NO.

NOTE:
FUTURE PROPOSED WETLAND
IMPACTS ARE SUBJECT TO
PERMITTING & APPROVAL



LEGEND

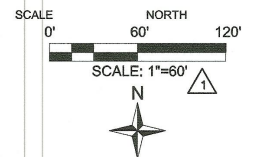
- BOUNDARY LINE
- WETLAND LINE
- EXIST. CONSERVATION ESMT.

Dewberry
Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS #794

**WESTPORT RESERVE
(PHASE 2C)**

PORT ORANGE, FL

SEAL
11/8/2016



No.	DATE	BY	DESCRIPTION
1	9-19-16	TFS	REV PER COMMENTS

DRAWN BY	TFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	AUGUST 2016
DATUM	NAVD 88

**EXISTING
CONDITIONS
PLAN**

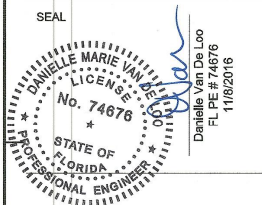
PROJECT NO. 50079046 (CC 1)

C07
SHEET NO.

8/20/16 AM ... \CCL-SF PHSA EXConditions.dgn

**WESTPORT RESERVE
(PHASE 2C)**

PORT ORANGE, FL



No.	DATE	BY	DESCRIPTION
1	9-19-16	TFS	REV PER COMMENTS

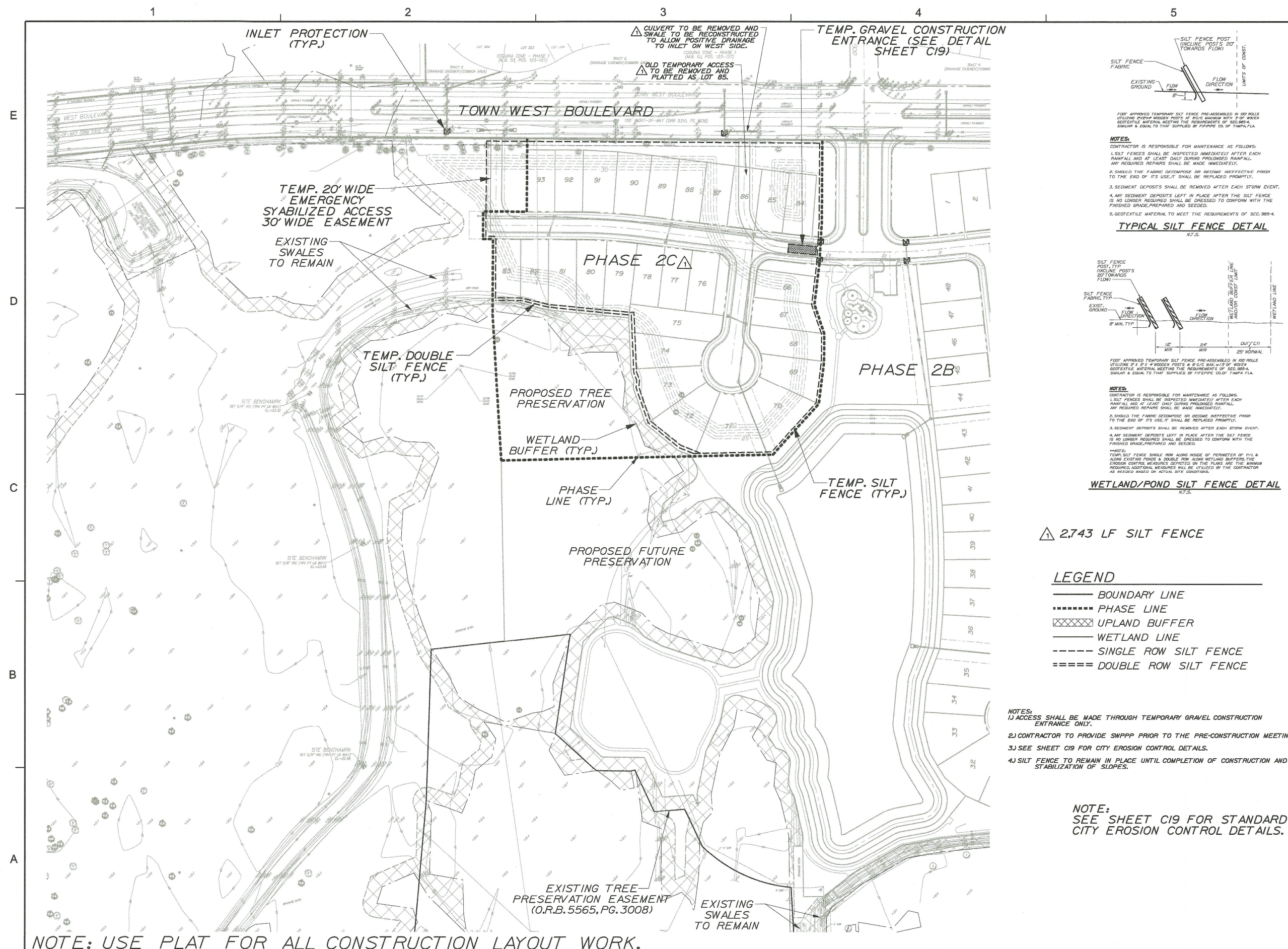
REVISIONS
DRAWN BY TFS
APPROVED BY DMV
CHECKED BY NPS
DATE AUGUST 2016
DATUM NAVD 88

TITLE
EROSION CONTROL PLAN

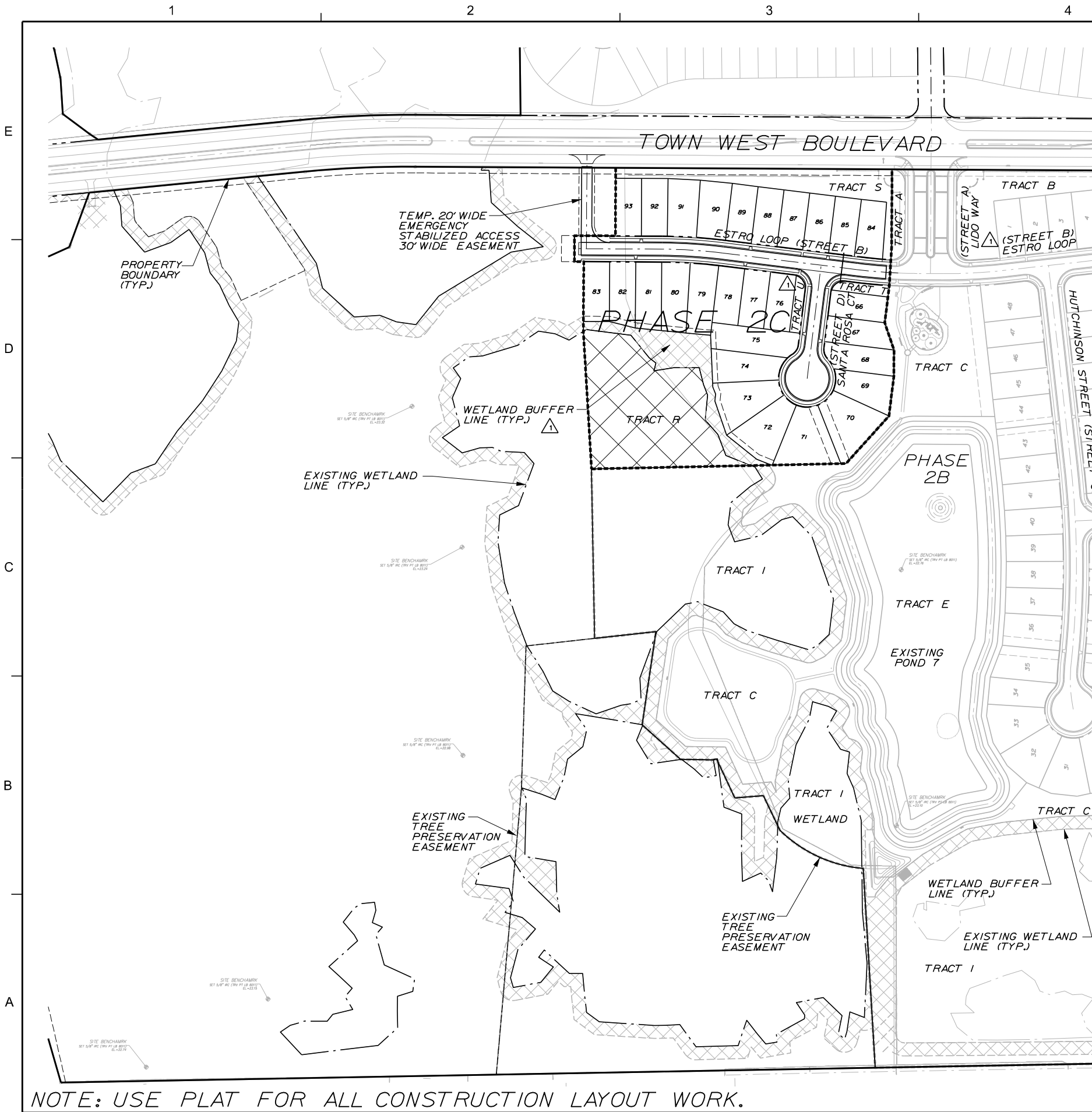
PROJECT NO. 50079046 (CC 1)

C08

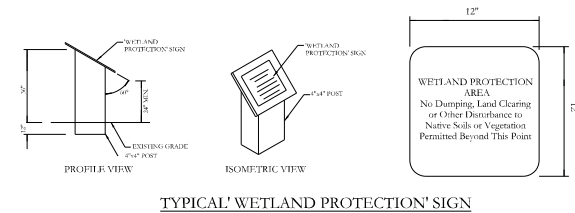
SHEET NO.



NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.



NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.



NOTE:
TO BE POSTED ON 50 FOOT CENTERS IN COMMON AREAS ON THE LANDWARD EDGE OF THE BUFFER (NOT IN THE BUFFER) AND ON EVERY OTHER INDIVIDUAL LOT LINE FOR RESIDENTIAL PROPERTIES ADJACENT.

SITE DATA		
PROJECT AREAS	AREA (AC.)	%
GREEN AREA (TOTAL)	2.17	29.09%
COMMON AREA	0.58	7.77%
WETLAND CONSERVATION (not included in open space)	1.23	16.49%
UPLAND BUFFERS	0.36	4.83%
RIGHT-OF-WAYS (TOTAL)	1.09	14.61%
ROADWAY	0.66	8.85%
R.O.W. GREEN AREA/OPEN SPACE	0.43	5.76%
LOTS (TOTAL)	4.20	56.30%
LOTS OUTSIDE BUFFER	4.20	56.30%
TOTAL GROSS PROJECT AREA	7.46	100.00%
(1) TOTAL NET PROJECT AREA	6.23	

(1) NET PROJECT AREA EQUALS GROSS AREA MINUS WETLAND CONSERVATION NOT INCLUDED IN OPEN SPACE (7.46 AC. - 1.23 AC. = 6.23 AC.)

OPEN SPACE REQUIRED	AREA (AC.)	%
OPEN SPACE	2.49 (1)	40.00%
COMMON OPEN SPACE	2.49 (2)	40.00%

(2) CALCULATED USING NET PROJECT AREA

OPEN SPACE PROVIDED	AREA (AC.)	%
COMMON AREA	0.58	9.31%
UPLAND BUFFERS	0.36	5.78%
R.O.W. GREEN AREA/OPEN SPACE	0.43	6.90%
30% LOT OPEN SPACE	1.26	20.22%
TOTAL	2.63	42.22%

COMMON OPEN SPACE PROVIDED	AREA (AC.)	%
COMMON AREA	0.58	9.31%
UPLAND BUFFERS	0.36	5.78%
R.O.W. GREEN AREA/OPEN SPACE	0.43	6.90%
EXCESS OPEN SPACE PHASE 2B	1.80	28.89%
TOTAL	3.17 (1)	50.88%

(1) PORTION OF DRAINAGE AREA/WETLAND CONSERVATION CONSIDERED AS COMMON OPEN SPACE WHICH IS DELINEATED AS THE AREA WITHIN 100' OF PUBLIC PEDESTRIAN ACCESS.

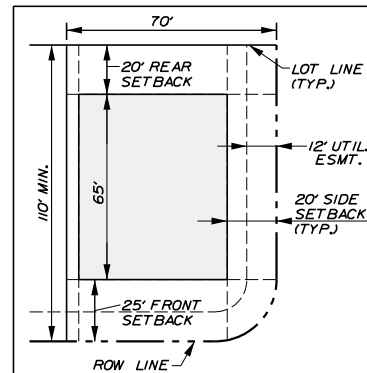
(2) EXCESS COMMON OPEN SPACE CAN BE USED TOWARD FUTURE CONTIGUOUS PHASES.

BUILDING SETBACK REQUIREMENTS:	FEET
FRONT	25
REAR	20
SIDE = LOTS ≤ 65'	5
SIDE = LOTS > 65'	7.5
SIDE CORNER	20

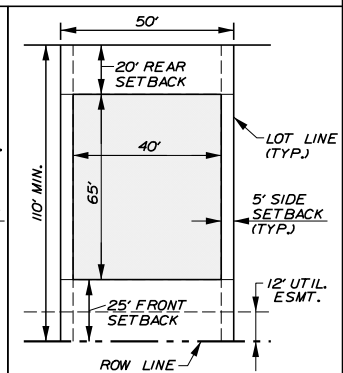
MINIMUM OPEN SPACE	40%
MAXIMUM BUILDING COVERAGE	50%
MAXIMUM BUILDING HEIGHT	36 FEET
MINIMUM LOT SIZE	50' x 110'
AVERAGE LOT SIZE	50' x 110'

NOTES:
1. WALKING TRAILS AND CATWALKS MAY BE PERMITTED IN THE WETLAND BUFFER. VEGETATION MAY BE PRUNED TO ALLOW FOR THESE AND INVASIVE VEGETATION MAY BE REMOVED.
2. THE PLAYGROUND ON TRACT C IN PHASE 2B MUST BE COMPLETED BEFORE C.O.S CAN BE ISSUED FOR THE HOMES IN PHASE 2C.
3. WHERE REQUIRED BUFFER AREAS HAVE BEEN PREVIOUSLY CLEARED, THEY SHALL BE REPLANTED WITH NATIVE VEGETATION OF SIMILAR TYPE AND DENSITY TO ADJOINING UNCLEARED BUFFER AREAS. IF ALL ADJOINING BUFFER AREAS HAVE BEEN CLEARED, THEN BUFFERS ADJACENT TO SIMILAR WETLANDS IN OTHER LOCATIONS WILL BE USED TO DETERMINE THE NECESSARY REPLANTING CRITERIA.

TRACT SUMMARY				
TRACT	AREA	DESCRIPTION	OWNERSHIP	MAINTENANCE
R	1.59	OPEN SPACE	HOA	HOA
S	0.48	COMMON OPEN SPACE	HOA	HOA
T	0.05	COMMON OPEN SPACE	HOA	HOA
U	0.05	COMMON OPEN SPACE	HOA	HOA



TYPICAL CORNER LOT LAYOUT



TYPICAL 50' LOT LAYOUT

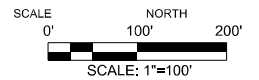


Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS - 8794

WESTPORT RESERVE (PHASE 2C)

SEAL

Denille Van De Loo
FL PE # 74876
1/25/2017



No.	DATE	BY	DESCRIPTION
1	9-19-16	TFS	REV PER COMMENTS

REVISIONS

DRAWN BY	JFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	AUGUST 2016
DATUM	NAVD 88

TITLE

OVERALL SITE PLAN

PROJECT NO. 50079046 (CC 1)

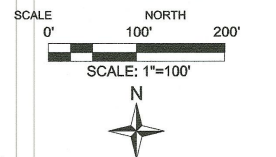
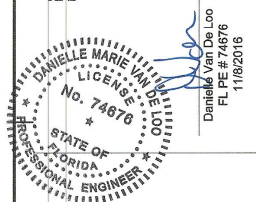
C09

SHEET NO.

WESTPORT RESERVE
(PHASE 2C)

PORT ORANGE, FL

SEAL



No.	DATE	BY	Description
-----	------	----	-------------

REVISIONS

DRAWN BY	TFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	AUGUST 2016
DATUM	NAVD 88

TITLE

COMMON
OPEN
SPACE

PROJECT NO. 50079046 (CC 1)

C10

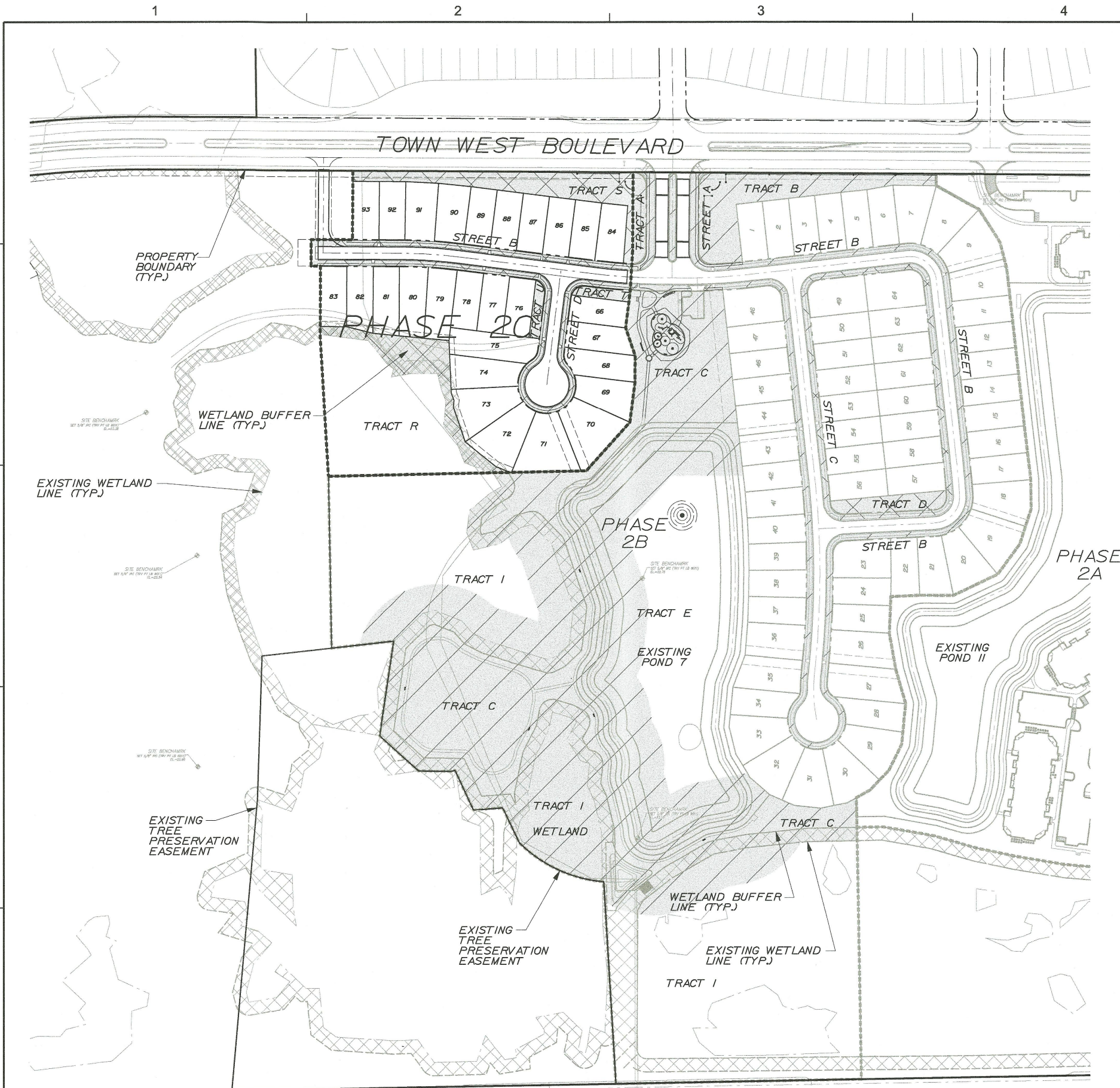
SHEET NO.

MAXIMUM LOT BUILDING COVERAGE:
LESS THAN 50% - GREATER THAN 35% REQUIRES AN OPEN SPACE OF CONTIGUOUS COMMON PLAY AREA OF 20,000 S.F. PER 250 LOTS
REQUIRED : 20,000 S.F. x 2 = 40,000 S.F. w/ 1 H.C. SPACE
PROPOSED: TRACT C IN WESTPORT RESERVE PHASE 2B = 154,661 S.F. (1 H.C. SPACE PROVIDED)

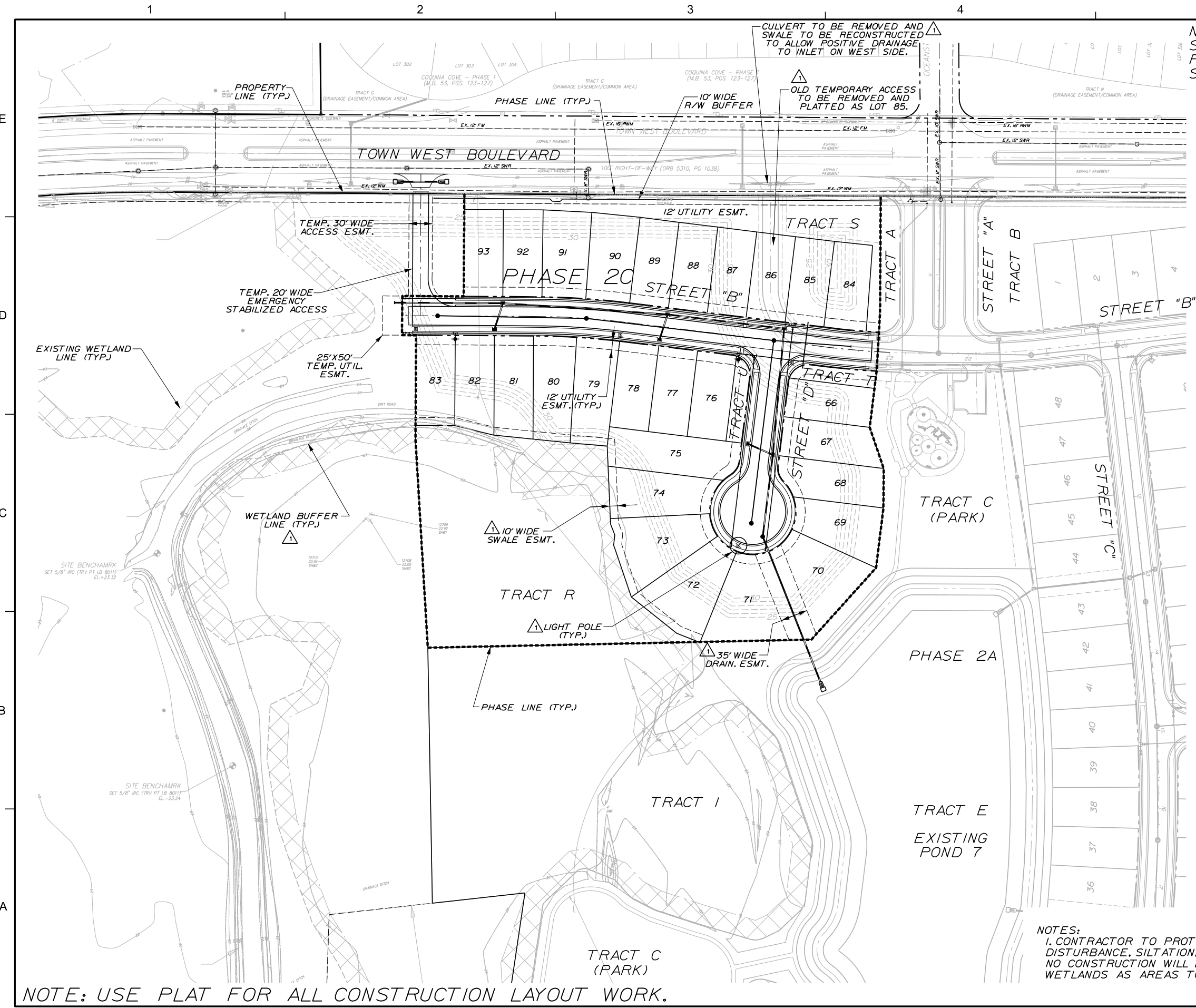
SEC. 29 (d)(10) PLAY AREA REQUIREMENTS:
TRACT C IS PROVIDING 154,661 SQ. FT.
THUS MEETING THE REQUIREMENT FOR
THE ENTIRE DEVELOPMENT INCLUDING
PHASES 2B, 2C, 3 & 4.

COMMON OPEN SPACE
(SHARED WITH PHASE 2B)

COMMON OPEN SPACE
(PHASE 2C)



NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.



NOTE:
SEE SHEET No. C31
FOR TYPICAL PVMT.
SECTIONS.

Dewberry®

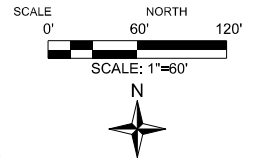
Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS #794

WESTPORT RESERVE
(PHASE 2C)

PORT ORANGE, FL

SEAL

Denille Van De Loo
FL PE # 74676
1/25/2017



No.	DATE	BY	DESCRIPTION
1	9-19-16	TFS	REV PER COMMENTS

DRAWN BY	JFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	AUGUST 2016
DATUM	NAVD 88

TITLE

SITE PLAN

PROJECT NO. 50079046 (CC 1)

C11

SHEET NO.

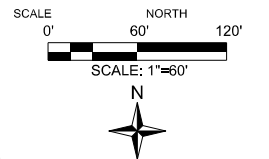
NOTES:
1. CONTRACTOR TO PROTECT AND PREVENT ANY
DISTURBANCE, SILTATION, ETC. TO THE WETLANDS.
NO CONSTRUCTION WILL BE ALLOWED WITHIN THE
WETLANDS AS AREAS TO REMAIN NATURAL.

WESTPORT RESERVE (PHASE 2C)

FOR CHANGE, FL

SEAL

11/25/2011



2	11-1-16	TFS	REV PER COMMENTS
No.	DATE	BY	Description
REVISIONS			
DRAWN BY <u>TFS</u>			
APPROVED BY <u>DMV</u>			
CHECKED BY <u>NPS</u>			
DATE <u>AUGUST 2016</u>			
DATUM <u>NAVD 88</u>			

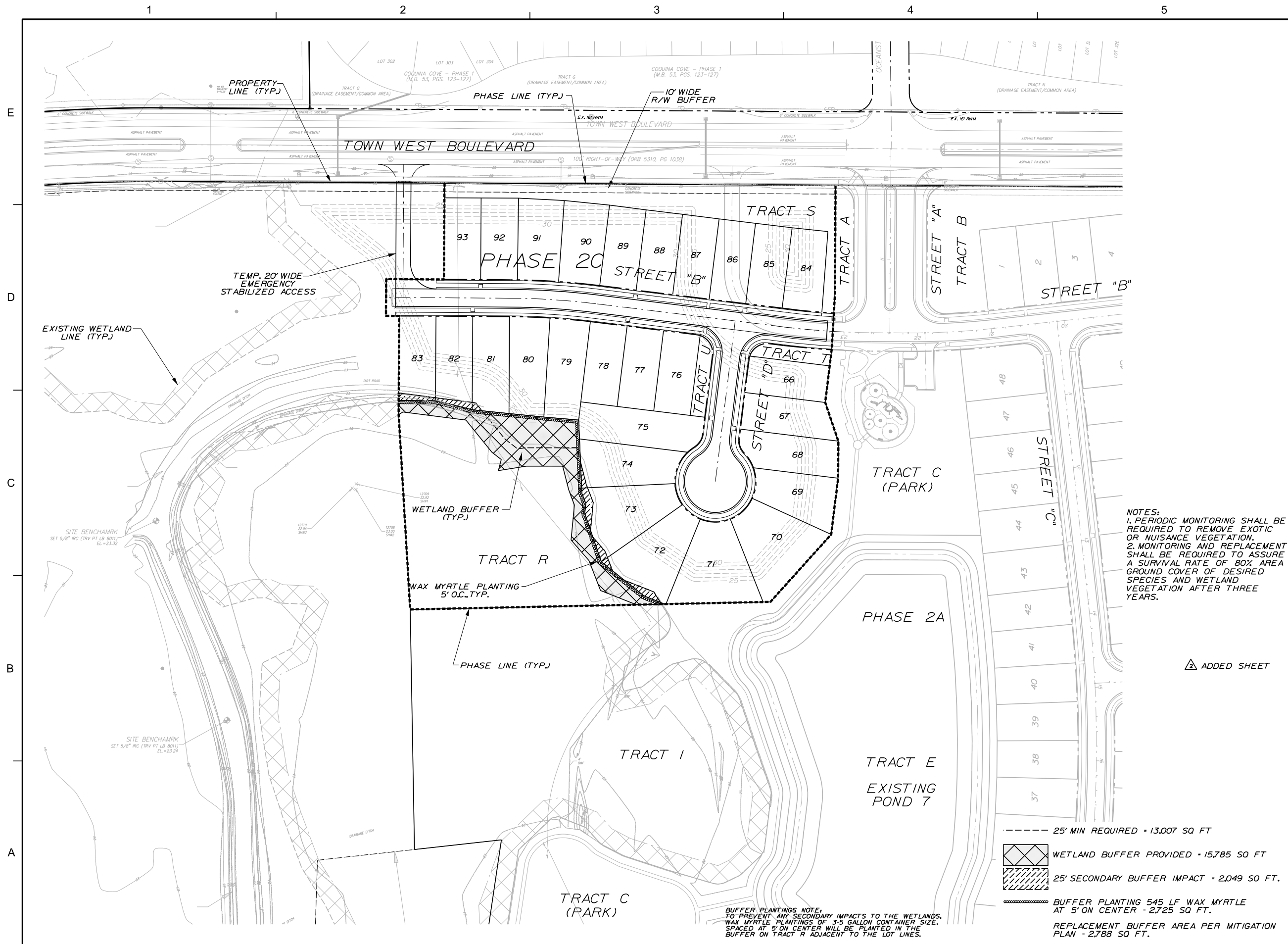
TITLE

BUFFER MITIGATION PLAN

PROJECT NO. 50079046 (CC 1)

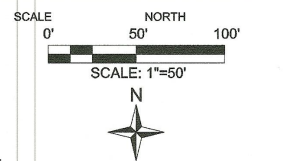
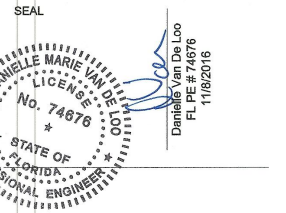
C11A

SHEET NO.



**WESTPORT RESERVE
(PHASE 2C)**

PORT ORANGE, FL



No.	DATE	BY	DESCRIPTION
1	9-19-16	TFS	REV PER COMMENTS

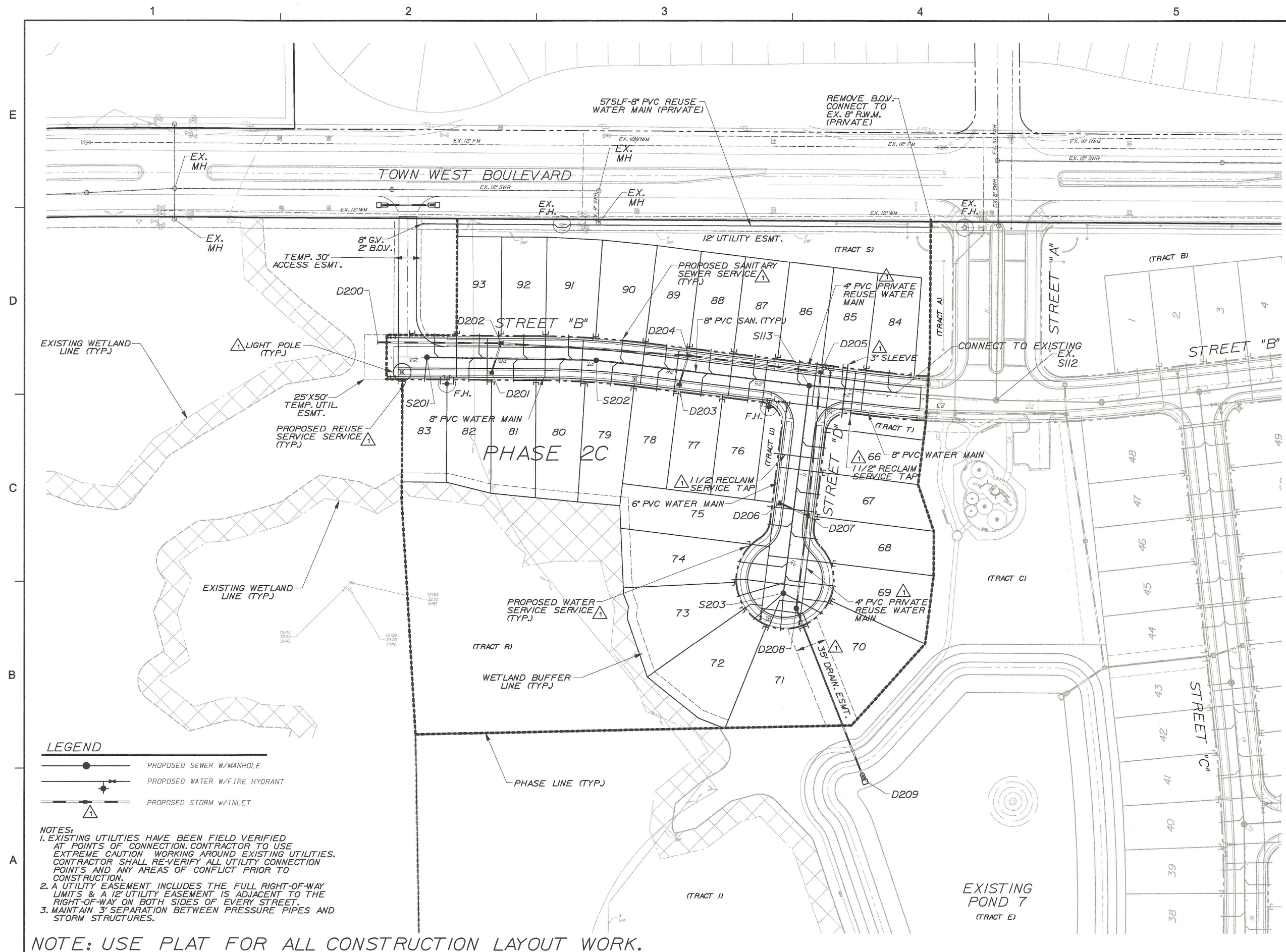
TITLE

UTILITY PLAN

PROJECT NO. 50079046 (CC 1)

C12

SHEET NO.

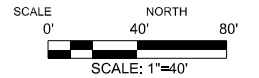


**WESTPORT RESERVE
(PHASE 2C)**

PORT ORANGE, FL

SEAL

Denille Van De Loo
FL PE # 74676
1/25/2017



No.	DATE	BY	DESCRIPTION
1	9-19-16	TFS	REV PER COMMENTS

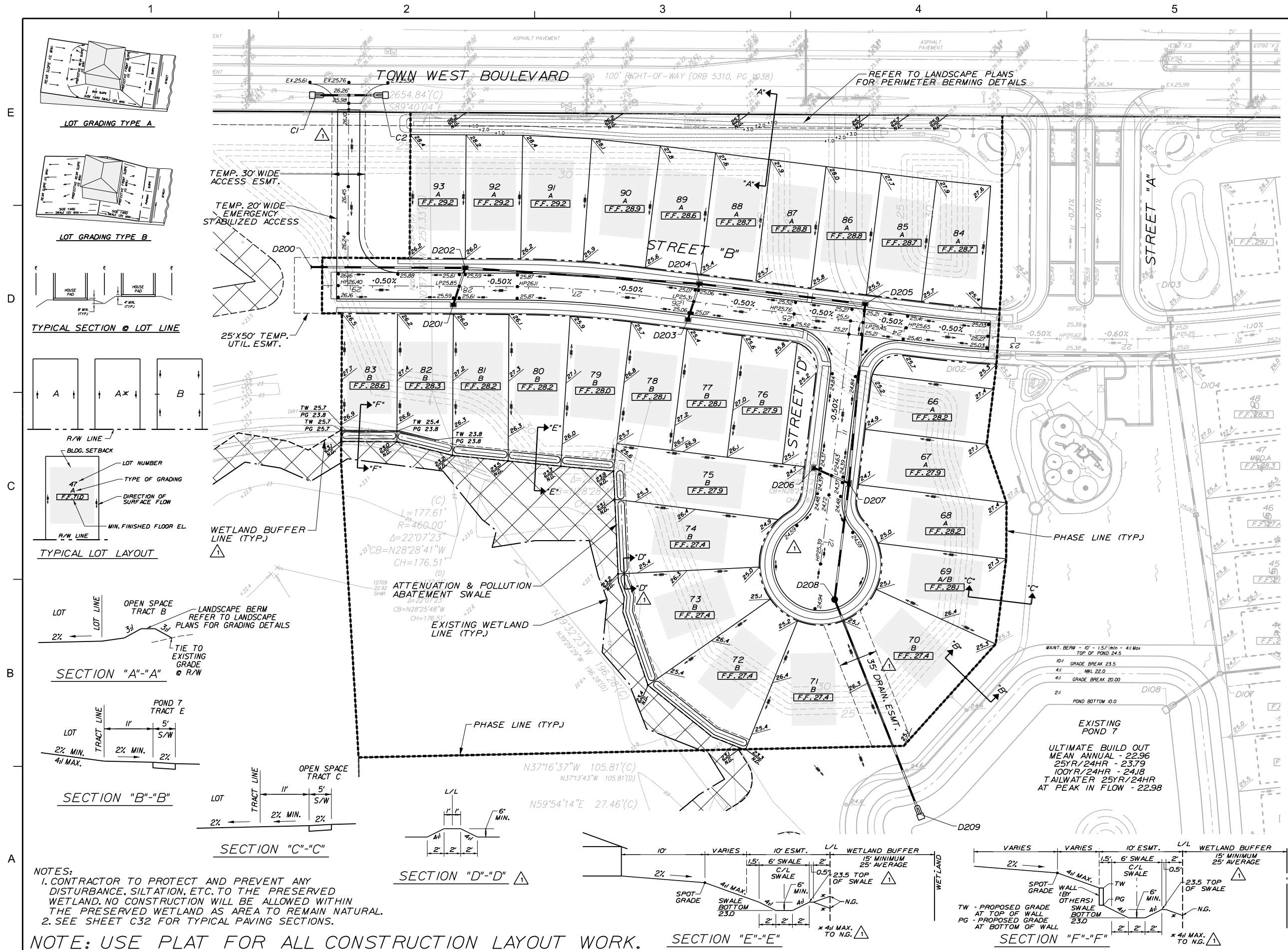
REVISIONS
DRAWN BY JFS
APPROVED BY DMV
CHECKED BY NPS
DATE AUGUST 2016
DATUM NAVD 88

**LOT & BLOCK
GRADING
PLAN**

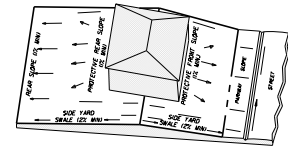
PROJECT NO. 50079046 (CC 1)

C13

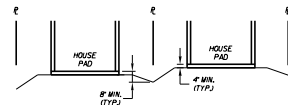
SHEET NO.



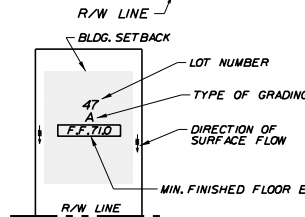
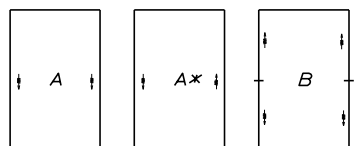
LOT GRADING TYPE A



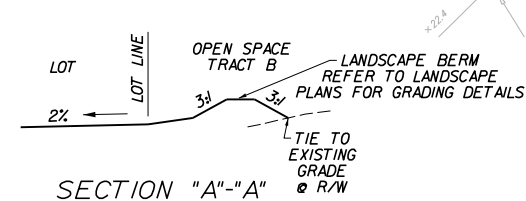
LOT GRADING TYPE B



TYPICAL SECTION @ LOT LINE



TYPICAL LOT LAYOUT



SECTION "A"-A"



SECTION "B"-B"



SECTION "C"-C"

SECTION "D"-D"

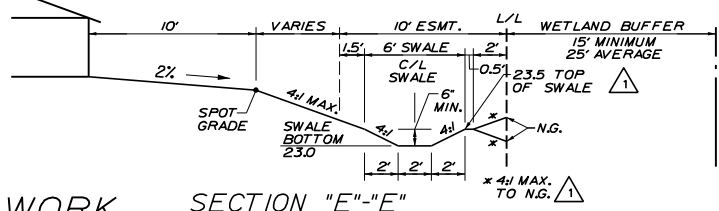
SECTION "E"-E"

SECTION "F"-F"

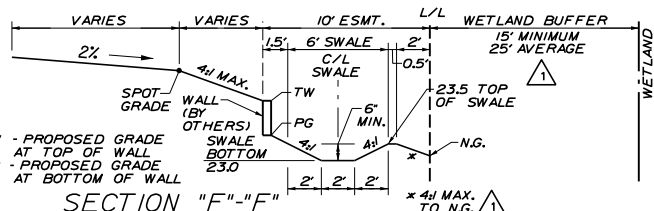
NOTES:
1. CONTRACTOR TO PROTECT AND PREVENT ANY DISTURBANCE, SILTATION, ETC. TO THE PRESERVED WETLAND. NO CONSTRUCTION WILL BE ALLOWED WITHIN THE PRESERVED WETLAND AS AREA TO REMAIN NATURAL.
2. SEE SHEET C32 FOR TYPICAL PAVING SECTIONS.

NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.

SECTION "D"-D"



SECTION "E"-E"



SECTION "F"-F"



Dewberry®

Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS -8794

WESTPORT RESERVE
(PHASE 2C)

SCALE NORTH
0' 40' 80'

PROFILE SCALE:
1"=40' HORIZ.
1"=4' VERT.



No.	DATE	BY	Description
REVISIONS			
DRAWN BY	TFS		
APPROVED BY	DMV		
CHECKED BY	NPS		
DATE	AUGUST 2016		
DATUM	NAVD 88		

TITLE

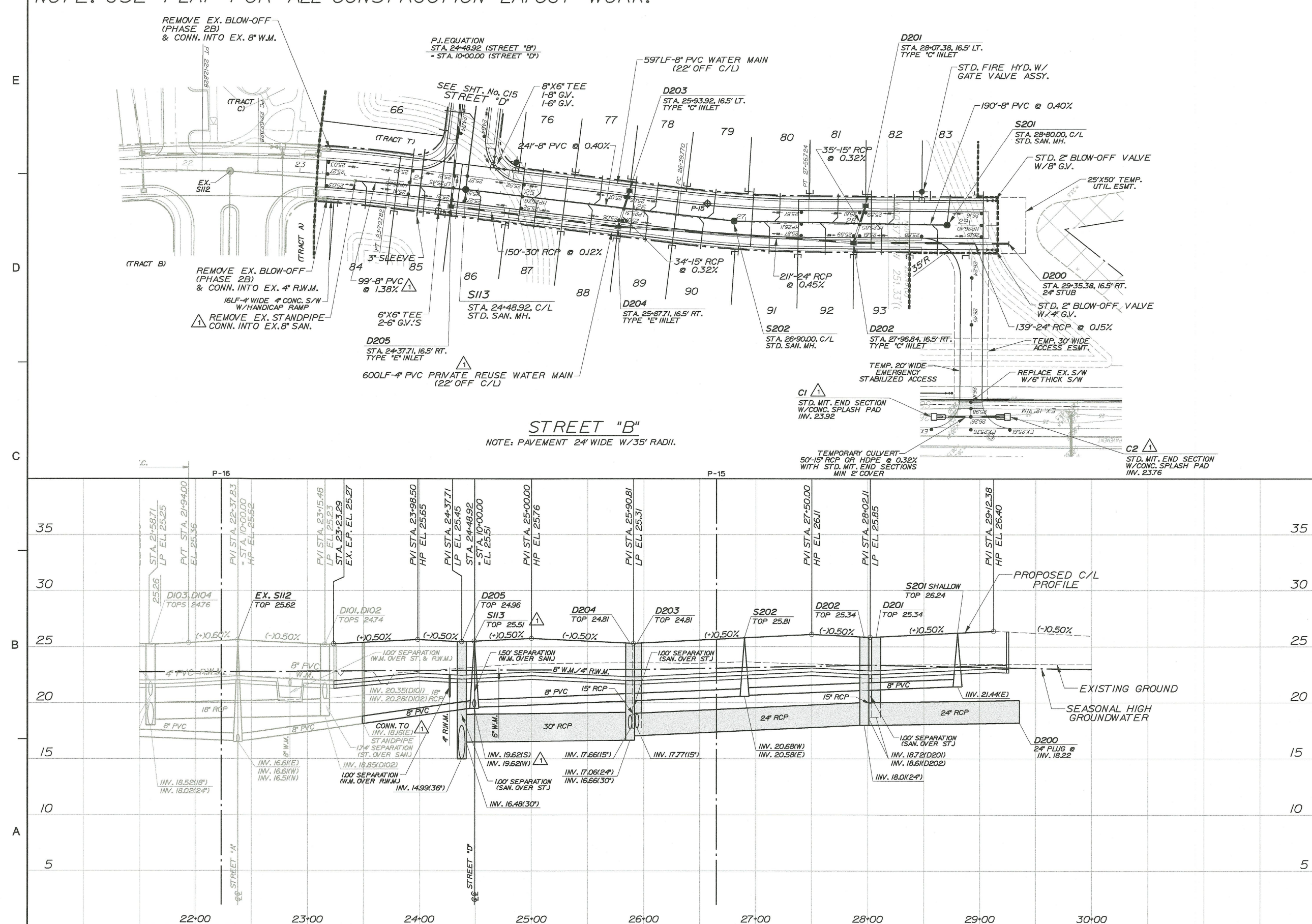
PLAN &
PROFILE
STREET "B"

PROJECT NO. 50079046 (CC 1)

[illegible]

C14

SHEET NO.

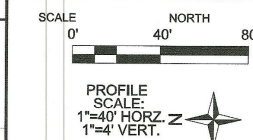
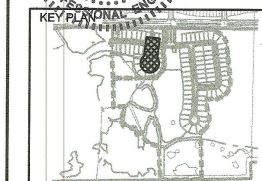
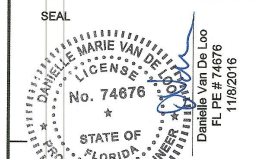


A
B
C
D
E



Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS -8794

WESTPORT RESERVE
(PHASE 2C)



1	9-19-16	TFS	REV PER COMME		
No.	DATE	BY	Description		
REVISIONS					
DRAWN BY		TFS			
APPROVED BY		DMV			
CHECKED BY		NPS			
DATE		AUGUST 2016			
DATUM		NAVD 88			

TITLE

PLAN &
PROFILE
STREET "D"

PROJECT NO. 50079046 (CC 1)

C15

SHEET NO.

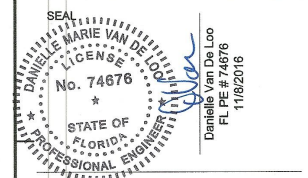
STORM PIPE

STD. MIT. END SECTION
W/CONC. SPLASH PAD
INV. 23.76

TEMPORARY CULVERT
ON TOWN WEST BLVD.
50'-15" RCP OR HDPE @ 0.32%

△₁ INVERTS REVISED TO
ACCOMMODATE REROUTING
OF SANITARY GRAVITY MAIN

PORT ORANGE, FL

[illegible]

1	9-19-16	TFS	REV PER COMMENTS
No.	DATE	BY	Description

REVISIONS	
DRAWN BY	TFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	AUGUST 2016

TITLE

**DRAINAGE
STRUCTURES
TABLE**

PROJECT NO. 50079046 (CC 1)

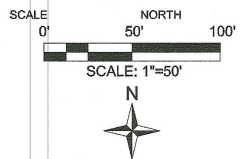
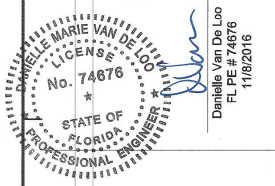
C15A

SHEET NO.

WESTPORT RESERVE
(PHASE 2C)

PORT ORANGE, FL

SEAL



REVISIONS			
No.	DATE	BY	DESCRIPTION
1	9-19-16	TFS	REV PER COMMENTS
DRAWN BY TFS			
APPROVED BY DMV			
CHECKED BY NPS			
DATE AUGUST 2016			
DATUM NAVD 88			

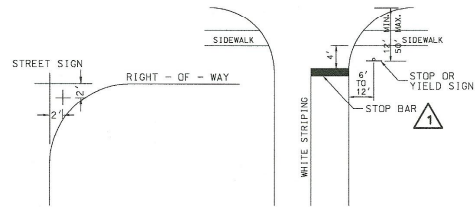
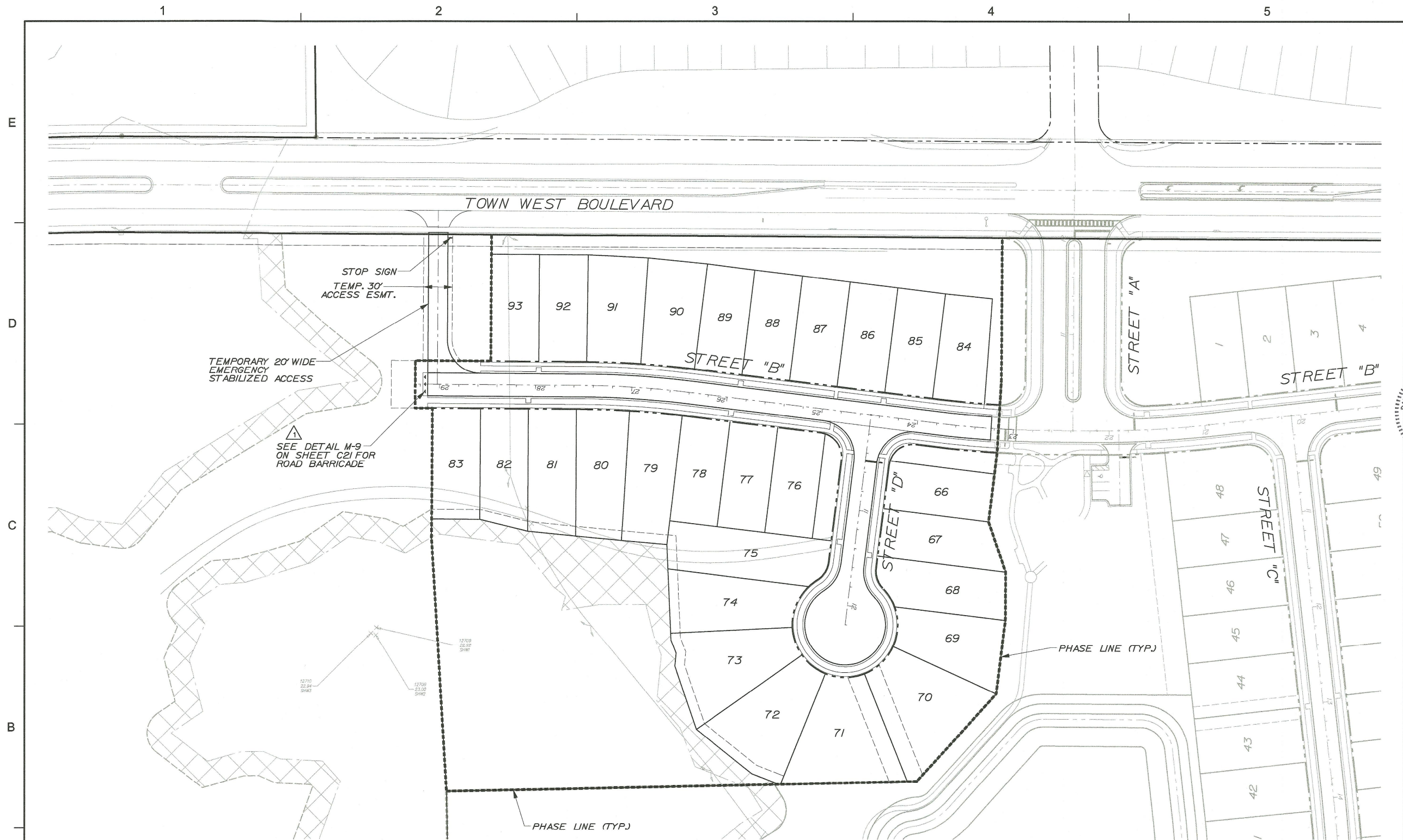
TITLE

STRIPING
PLAN

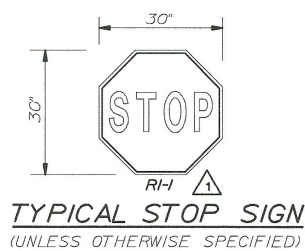
PROJECT NO. 50079046 (CC 1)

C16

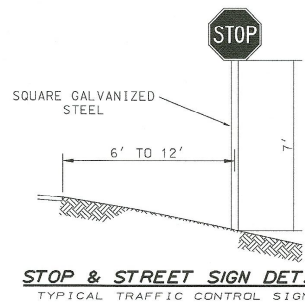
SHEET NO.



SIGNING & STRIPING DETAILS



TYPICAL STOP SIGN
(UNLESS OTHERWISE SPECIFIED)



STOP & STREET SIGN DETAIL
TYPICAL TRAFFIC CONTROL SIGN

STRIPING NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC WITH RPM'S AND WILL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX #17346. (LATEST EDITION)
2. FOR SIGN DETAILS, REFER TO THE "STANDARD HIGHWAY SIGNS" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, 2004, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2003, AND THE FDOT DESIGN STANDARDS (LATEST EDITION).
3. PAVEMENT MARKINGS SHOULD BE PLACED AS SHOWN IN THE PLANS AND AS DESCRIBED WITHIN THE APPROPRIATE TRAFFIC DESIGN STANDARD INDEX (LATEST EDITION).

NOTE:
THE DESIGN AND INSTALLATION OF ALL SIGNAGE, STRIPING AND PAVEMENT MARKINGS MUST BE APPROVED BY PORT ORANGE TRAFFIC ENGINEERING PRIOR TO PUBLIC USE OF ROADWAY AND TRAFFIC IMPROVEMENTS WITHIN THE RIGHT-OF-WAY.

NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.

FILE NAME:	
R11.DWG	
DETAIL REF:	

REVISONS	
DRAWN BY	TFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	AUGUST 2016
DATUM	NAVD 88

CITY ROAD/ DRAINAGE DETAILS

C18

SHEET NO.

<u>ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES</u> (CONTD.) 37. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR TRAFFIC CONTROL DEVICES TO THE CITY FOR INSTALLATION. STREET SIGNS AND STOP SIGNS SHALL BE PLACED AT ALL INTERSECTIONS, INCLUDING BUT NOT LIMITED TO PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS, AND STATE HIGHWAYS WITHIN THE CITY LIMITS. 38. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY. 39. FOUR FOOT (4') WIDE SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF ALL RESIDENTIAL STREETS. (SEE DETAIL, INDEXES M-2 AND M-3) 40. BIKE PATHS SHALL BE CONSTRUCTED EIGHT FEET (8') IN WIDTH ALONG ARTERIAL HIGHWAYS AS DIRECTED BY THE CITY. (SEE DETAIL, INDEXES M-2 AND M-3) 41. <u>STANDARD TURNING RADII FOR INTERSECTIONS:</u> <table><tr><td>RESIDENTIAL STREETS WITH STATE & COUNTY ROADWAYS OR MAJOR THOROUGHFARES WITHIN THE CITY</td><td style="text-align: right;">35-50 FT.</td></tr><tr><td>ENTRANCES TO COMMERCIAL SITES OFF OF CITY STREETS</td><td style="text-align: right;">35 FT.</td></tr><tr><td>INTERSECTIONS INTERIOR IN SUBDIVISIONS</td><td style="text-align: right;">35 FT.</td></tr></table> SHOULD VOLUSIA COUNTY OR THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.O.D.T.) DETERMINE THAT LARGER RADII ARE WARRANTED WITHIN THEIR RIGHT-OF-WAY, THE LARGER RADII SHALL PREVAIL. 42. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. 43. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS (INCLUDING WATER MAINS, SANITARY SEWER MAINS, RECLAIMED WATER MAINS, STORM WATER PIPES AND INLETS, ROADWAYS, AND PARKING FACILITIES) SHALL BE CERTIFIED WITH THE STATE OF FLORIDA BOARD OF PROFESSIONAL REGULATIONS (BPR) FOR THE TYPE OF WORK THAT THEY PERFORM. 44. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION WORK OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE LICENSED BY THE STATE OF FLORIDA AND REGISTERED WITH THE CITY OF PORT ORANGE. THE LICENSE AND REGISTRATION SHALL PERTAIN DIRECTLY TO THE TYPE OF WORK BEING PERFORMED. 45. EXCEPT AS PROVIDED IN THE LAND DEVELOPMENT CODE, ALL ELECTRIC, TELEPHONE, TELEVISION LINES AND SIMILAR UTILITIES ARE REQUIRED TO BE INSTALLED UNDERGROUND AT THE EXPENSE OF THE OWNER, DEVELOPER, AND BUILDER.		RESIDENTIAL STREETS WITH STATE & COUNTY ROADWAYS OR MAJOR THOROUGHFARES WITHIN THE CITY	35-50 FT.	ENTRANCES TO COMMERCIAL SITES OFF OF CITY STREETS	35 FT.	INTERSECTIONS INTERIOR IN SUBDIVISIONS	35 FT.	<u>ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES</u> (CONTD.) 46. UTILITY DEPTH: A. HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE, AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH. B. LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 18 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH. C. IN NO INSTANCE SHALL THE DEPTH OF COVER BE LESS THAN 30" FROM FINISHED GRADE TO THE TOP OF PIPE FOR POTABLE WATER MAINS, SANITARY SEWER MAINS, AND RECLAIMED WATER MAINS. HOWEVER, IN THE EVENT THAT THIS CONDITION CANNOT BE MET DUE TO UNANTICIPATED CONFLICTS DURING THE CONSTRUCTION PROCESS, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY PUBLIC UTILITIES DEPARTMENT. 47. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF UNDERGROUND AND OVERHEAD PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.		<u>TECHNICAL SPECIFICATIONS</u> <u>FOR SITE PLANS AND SUBDIVISIONS TESTING</u> A. <u>MATERIALS</u> THE INSPECTION AND TESTING OF MATERIALS AND FINISHED ARTICLES TO BE INCORPORATED IN THE WORK SHALL BE MADE BY BUREAUS, LABORATORIES, OR AGENCIES APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT SUCH SAMPLES, OR SUCH SPECIAL OR TEST PIECES OF MATERIALS AS THE ENGINEER OF RECORD MAY REQUIRE. THE CONTRACTOR SHALL NOT INCORPORATE ANY MATERIAL OR FINISHED ARTICLE INTO THE WORK UNTIL THE RESULTS OF THE INSPECTIONS OR TESTS ARE KNOWN AND THE CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER OF RECORD THAT THE MATERIAL OR FINISHED ARTICLE IS ACCEPTED. ALL MATERIALS MUST BE OF THE SPECIFIED QUALITY AND BE EQUAL TO THE APPROVED SAMPLE IF A SAMPLE HAS BEEN SUBMITTED. CERTIFIED COPIES OF ALL TESTS MADE SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS WELL AS TO THE CITY'S DESIGNATED SITE INSPECTOR. THE CITY'S DESIGNATED SITE INSPECTOR MUST RECEIVE COPIES OF ALL TESTING REPORTS AND CERTIFICATIONS PRIOR TO THE ENGINEER OF RECORD REQUESTING A FINAL PROJECT INSPECTION FROM THE CITY. B. <u>LABORATORY CONTROL AND CERTIFICATES</u> 1. <u>SPECIFICATIONS</u> . SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE SHALL BE CONSTRUED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OR TENTATIVE SPECIFICATIONS OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST. 2. <u>TEST & CERTIFICATES</u>. THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA. ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED FOR THE TESTING PERFORMED. ADDITIONAL TESTS THAT MAY BE REQUIRED BY EITHER THE ENGINEER OF RECORD OR THE CITY SHALL ALSO BE PROVIDED BY THE CONTRACTOR, AND THE FOLLOWING SHALL NOT BE TAKEN AS A COMPLETE AND EXHAUSTIVE LIST OF THE CONTRACTOR'S TESTING RESPONSIBILITIES. A. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION. B. PROCTOR DENSITIES, MOISTURE CONTENT, COMPACTED FIELD DENSITIES, AND ATTERBERG LIMITS. C. SOIL CEMENT MIX DESIGNS AND COMPRESSIVE STRENGTH TESTS (FOR SOIL CEMENT ROAD BASE ONLY). D. SUPERVISION OF ALL SOIL CEMENT BASE CONSTRUCTION. E. ANALYSIS OF RECYCLED CONCRETE BASE MATERIAL PRIOR TO INSTALLATION. F. ASPHALT MIX DESIGN, BITUMEN CONTENT, SIEVE ANALYSIS, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTER METHOD), AND ANALYSIS OF CORE SAMPLES. G. CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS. H. COMPRESSIVE TEST CYLINDERS AND SLUMP TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS, AND DRIVEWAYS. I. CHLORINE RESIDUAL AND BACTERIOLOGICAL TESTING OF WATER MAINS. J. PRESSURIZED LEAK TESTING OF WATER MAINS, FORCE MAINS, AND RECLAIMED WATER MAINS.		<u>SUBDIVISION TECHNICAL SPECIFICATIONS:</u> <u>SODDING, SEEDING AND MULCHING</u> A. <u>SCOPE OF WORK</u> . THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SOD, OR SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS. AT A MINIMUM, ALL WORK SHALL MEET THE MINIMUM SPECIFICATIONS OF THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AS OUTLINED IN SECTIONS 570 (GRASSING BY SEEDING) AND 575 (SODDING). IN ADDITION, ALL WORK SHALL MEET THE MINIMUM REQUIREMENTS OF THE CITY. B. <u>MATERIALS</u> . GRASS SEED SHALL BE A MIXTURE OF: <table><tr><td>PENSACOLA BAHIA (USE 50 % SCARIFIED SEED)</td><td style="text-align: right;">50%</td></tr><tr><td>HULLED BERMUDA</td><td style="text-align: right;">25%</td></tr><tr><td>BROWN TOP MILLET</td><td style="text-align: right;">25%</td></tr></table> IN THE FALL AND WINTER MONTHS, AND WITH THE APPROVAL OF THE CITY, ANNUAL RYE GRASS SHALL BE SUBSTITUTED IN EQUAL AMOUNTS FOR THE BROWN TOP MILLET. SEED SHALL BE PRE-MIXED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED ABOVE, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY'S DESIGNATED PROJECT LANDSCAPE INSPECTOR PRIOR TO USE. MULCH USED SHALL BE STRAW OR HAY CONSISTING OF OATS, RYE, OR WHEAT STRAW, OR OF PANGOLA, PEANUT, COASTAL BERMUDA, OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM UNDESIRABLE WEED AND OTHER UNDESIRABLE GRASS. C. <u>METHODS</u> . GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION. HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS FROZEN OR UNDEWLY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE ONE HUNDRED AND THIRTY (130) POUNDS PER ACRE. APPROXIMATELY ONE INCH (1"). LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED UNIFORMLY OVER THE SEEDED AREAS (APPROXIMATELY ONE AND ONE-HALF (1-1/2) BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN, UNDER PROPER CIRCUMSTANCES. CONTRACTOR MAY REQUEST OPTION TO INSTALL HYDRO-SEEDING SUBJECT TO THE APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT AND THE CITY.		PENSACOLA BAHIA (USE 50 % SCARIFIED SEED)	50%	HULLED BERMUDA	25%	BROWN TOP MILLET	25%
RESIDENTIAL STREETS WITH STATE & COUNTY ROADWAYS OR MAJOR THOROUGHFARES WITHIN THE CITY	35-50 FT.																		
ENTRANCES TO COMMERCIAL SITES OFF OF CITY STREETS	35 FT.																		
INTERSECTIONS INTERIOR IN SUBDIVISIONS	35 FT.																		
PENSACOLA BAHIA (USE 50 % SCARIFIED SEED)	50%																		
HULLED BERMUDA	25%																		
BROWN TOP MILLET	25%																		
 STANDARD CONSTRUCTION DETAIL ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES REV. 12/08	FILE NAME: R16.DWG DETAIL REF: R-16	 STANDARD CONSTRUCTION DETAIL ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES REV. 12/08	FILE NAME: R17.DWG DETAIL REF: R-17	 STANDARD CONSTRUCTION DETAIL TECHNICAL SPECIFICATIONS FOR SITE PLANS AND SUBDIVISIONS TESTING REV. 12/08	FILE NAME: R18.DWG DETAIL REF: R-18	 STANDARD CONSTRUCTION DETAIL SUBDIVISION TECHNICAL SPECIFICATIONS: SODDING, SEEDING AND MULCHING REV. 12/08	FILE NAME: R20.DWG DETAIL REF: R-20												

WESTPORT RESERVE
(PHASE 2C)

PORT ORANGE, FL

11/08/2016

SEAL

FILE NAME:
R23.DWG
DETAIL REF:
R-23

No.	DATE	BY	Description

TITLE

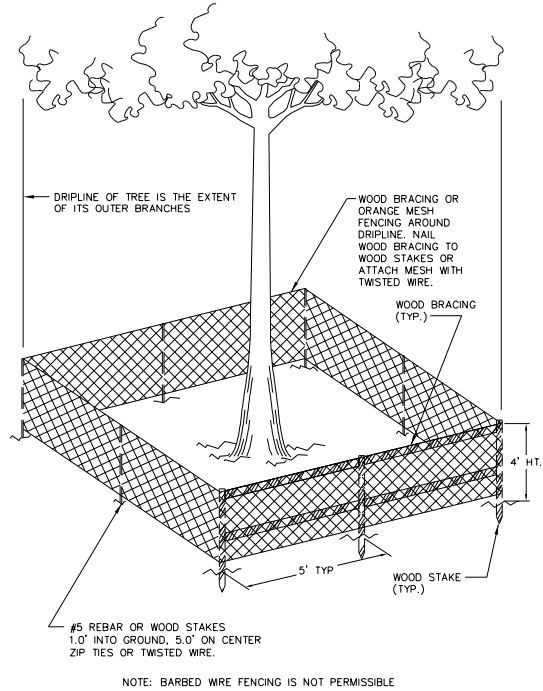
CITY ROAD/
DRAINAGE
DETAILS

PROJECT NO. 50079046 (CC 1)

C19

SHEET NO.

8:21:41 AM ...\\C01-SF-PkgA CityRoadDetails-03.dgn



NOTE: BARBED WIRE FENCING IS NOT PERMISSIBLE.



STANDARD CONSTRUCTION DETAIL
TREE PROTECTION BARRICADE

REV. 12/08



STANDARD CONSTRUCTION DETAIL
SILT FENCE TURBIDITY BARRIER

REV. 12/08



STANDARD CONSTRUCTION DETAIL
ROADWAY AND MISCELLANEOUS LANDSCAPING
DESIGN AND CONSTRUCTION NOTES

FILE NAME:
R21B.DWG
DETAIL REF:
R-21B

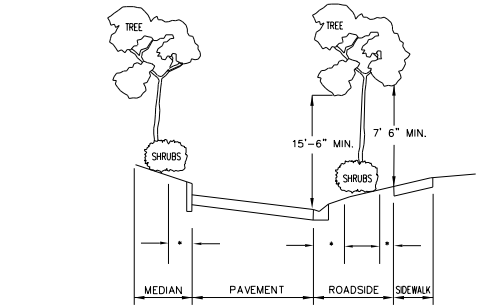
REV. 12/08



STANDARD CONSTRUCTION DETAIL
ROADWAY AND MISCELLANEOUS LANDSCAPING
DESIGN AND CONSTRUCTION NOTES

FILE NAME:
R21A.DWG
DETAIL REF:
R-21A

REV. 12/08



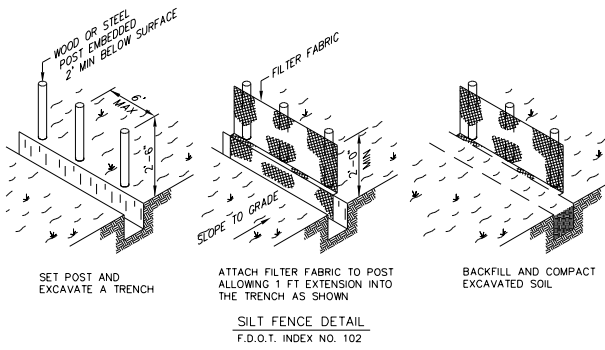
ROADWAY CLEAR ZONES (*)					
DESIGN SPEED (MPH)					
TYPE FACILITY	25 & BELOW	30	35	40	45+
DISTANCE FROM EDGE OF PAVEMENT	6'	6' LOCAL 10' COLLECTOR 14' ARTERIAL	6' LOCAL 10' COLLECTOR 14' ARTERIAL	10' COLLECTOR 14' ARTERIAL	F.D.O.T. STANDARD
DISTANCE FROM SIDEWALK	1.5	1.5	1.5	1.5	F.D.O.T. STANDARD

* SEE NOTES ON SHEET R-21B *

ROADWAY AND MISCELLANEOUS LANDSCAPING
DESIGN AND CONSTRUCTION NOTES (CONTD.)

NOTES:

- THE CLEAR ZONE MAY BE REDUCED ON A CASE BY CASE BASIS IF THE MINIMUM OFFSET CANNOT BE REASONABLY OBTAINED OR IF A NON-MOUNTABLE CURBE TYPE IS INSTALLED.
- TREES IN EXCESS OF 12" CALIPER AT MATURITY AND MULTI-TRUNKED PALMS SHALL BE SET BACK TO TWICE THE MINIMUM CLEAR ZONE (2 X *).
- WHERE PAVEMENT WIDENING IN ACCORDANCE WITH FDOT STANDARDS IS NOT PROVIDED IN HORIZONTAL CURVES, ADDITIONAL CLEAR ZONE SHALL BE PROVIDED EQUAL TO THE REQUIRED PAVEMENT WIDENING.
- CLEAR ZONES ON CURBED ROADS SHALL BE MEASURED FROM THE FACE OF CURB OR FROM THE EDGE OF THE THROUGH LANE ON RURAL ROADS. CURBED STREETS ARE FOR HIGH BACK CURBS ONLY.
- SHRUBS ADJACENT TO SIDEWALKS AND WITHIN INTERSECTION SIGHT TRIANGLES CANNOT EXCEED 24" ABOVE THE LOWEST ADJACENT ROADWAY GRADE. ALL OTHER SHRUBS MUST BE LESS THAN OR EQUAL TO 30 INCHES IN HEIGHT.
- INSTALLATION OF LANDSCAPING IN PUBLIC RIGHTS-OF-WAY REQUIRES EXECUTION OF A "USE AGREEMENT" BETWEEN THE DEVELOPER AND THE CITY. FOR INSTANCES WHERE THE STREETS AND PRIVATE AND PUBLIC UTILITY EASEMENTS ARE PROVIDED, THE DEVELOPER MAY BE REQUIRED TO OBTAIN A RELEASE FROM THE FRANCHISE UTILITIES IN ORDER TO INSTALL THE LANDSCAPING IMPROVEMENTS.
- LANDSCAPING PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF UNDERGROUND AND OVERHEAD PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
- SHRUBS, UNDERSTORY, TREES AND PALMS SHALL BE ALLOWED IN THE RIGHT-OF-WAY WITH EXISTING AND PROPOSED UTILITIES. SHADE TREES, ESPECIALLY THOSE WITH AGGRESSIVE ROOT SYSTEMS, WILL REQUIRE SPECIFIC CITY APPROVAL.
- SHADE TREES MUST NOT BE PLANTED UNDER OR DIRECTLY ADJACENT TO OVERHEAD UTILITIES THAT WOULD REQUIRE EXCESSIVE PRUNING TO AVOID THE UTILITY LINES.
- TREES WITH AGGRESSIVE ROOT SYSTEMS SHALL REQUIRE SOME FORM OF ROOT GUIDING SYSTEM TO PREVENT THE UPHEAVAL OF ADJACENT ROADWAY PAVEMENT AND/OR SIDEWALKS.



NOTES:

- MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
- CONTRACTOR SHALL PROVIDE SILT FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
- CONTRACTOR SHALL ROUGH GRADE STORM- WATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
- CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF PORT ORANGE AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, AND THE SURWMD.
- CONTRACTOR WILL BE ALLOWED TO USE A SMALL PIECE OF EQUIPMENT UP TO THE SIZE AND WEIGHT OF A D-3 DOZER TO CLEAR A NARROW PATH TO INSTALL THE SILT FENCE.

CONTRACTOR REQUIREMENTS FOR SITE CLEARING,
GRADING, AND EROSION CONTROL DESIGN AND
CONSTRUCTION NOTES

THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

- NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER- STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
- SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
- WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES AS SPECIFICALLY IDENTIFIED IN CHAPTER 10, ARTICLE I, SECTION 5 OF THE LAND DEVELOPMENT CODE.
- PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE-SPECIFIC ABC CLEARING PERMIT APPLICATION AND THROUGHOUT PROJECT CONSTRUCTION.
- WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCES AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
- AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE, WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED.



STANDARD CONSTRUCTION DETAIL
CONTRACTOR REQUIREMENTS FOR
SITE CLEARING, GRADING, AND EROSION CONTROL
DESIGN AND CONSTRUCTION NOTES

REV. 04/10

FILE NAME:
R25.DWG
DETAIL REF:
R-25

CONTRACTOR REQUIREMENTS FOR SITE CLEARING,
GRADING, AND EROSION CONTROL DESIGN AND
CONSTRUCTION NOTES (CONTD.)

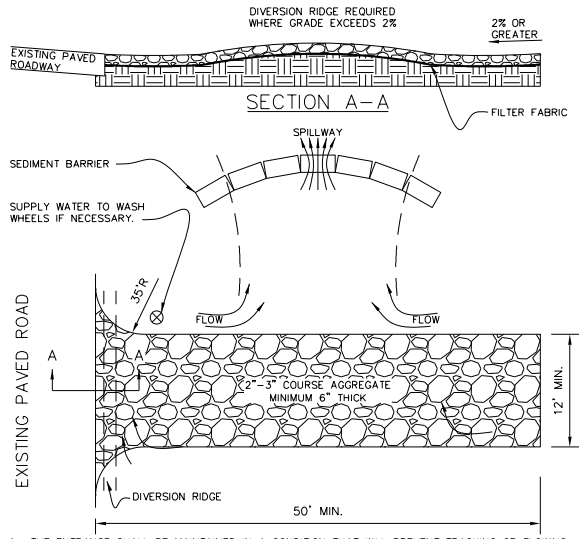
- FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, (PHASING IS REQUIRED FOR SITES 30 ACRES AND LARGER) UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND / OR SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
- ONCE AN AREA IS SEEDDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
- ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS. CONTACT THE FIRE MARSHALL AT 756-5401 PRIOR TO EACH DAY OF DESIRED BURNING.
- ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.
- THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
- A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
- FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
- DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
- IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
- STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
- SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
- ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
- ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A Ph RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.



STANDARD CONSTRUCTION DETAIL
CONTRACTOR REQUIREMENTS FOR
SITE CLEARING, GRADING, AND EROSION CONTROL
DESIGN AND CONSTRUCTION NOTES

REV. 04/10

FILE NAME:
R26.DWG
DETAIL REF:
R-26



- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
- WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY.
- WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
- ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING T.G.C.E. AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED.
- A SOIL TRACKING PREVENTION DEVICE (STPD) IS AN ACCEPTABLE ALTERNATIVE TO THIS DETAIL. REFERENCE FDOT INDEX 106 FOR DETAILS.



STANDARD CONSTRUCTION DETAIL
TEMPORARY GRAVEL
CONSTRUCTION ENTRANCE

REV. 12/08

FILE NAME:
R27.DWG
DETAIL REF:
R-27

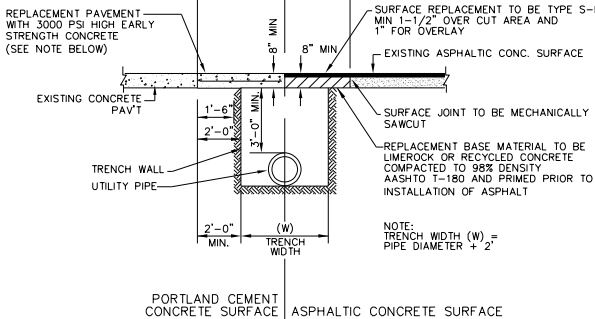
STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES
(CONT'D.)

- FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND / OR CLEAN-OUT JUNCTION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3 FEET PER SECOND USING A MANNING'S "n" OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
- THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.)
- PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20 FEET, AND MAY BE INCREASED DEPENDING UPON THE SIZE AND DEPTH OF PIPE.
- NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
- CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
- LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. SKIMMERS FOR WET PONDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERFLOW. FOR DRY PONDS, THE SKIMMER BOTTOM SHALL BE SET 6" BELOW THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
- SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
- THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE LAKE WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER LAKE COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE LAKE EXCAVATION.
- ADEQUATE MAINTENANCE EASEMENTS OR RIGHTS-OF-WAY AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL LAKES AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
- DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-OFF DATA (OVERFLOW, BOTTOM ELEVATION, NORMAL WATER LEVEL, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).

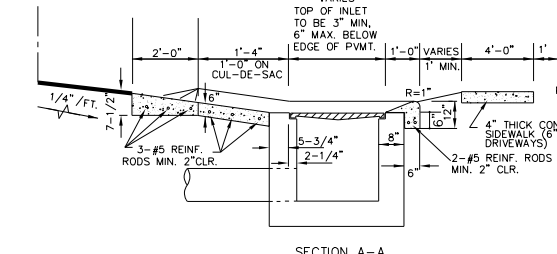
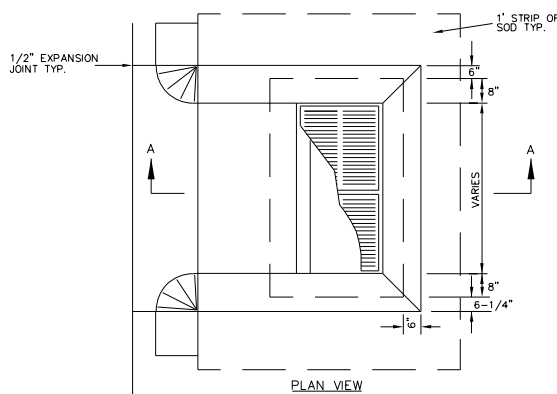
STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES

ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

- ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF CLASS III REINFORCED CONCRETE PIPE, OUTSIDE OF ROADWAY EASEMENTS AND R.O.W., PIPE MAY BE MADE OF ALTERNATE MATERIALS INCLUDING:
 - SMOOTH INNER WALL HIGH DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M-294, AASHTO MP7, ASTM D3350 AND ASTM D2412 FOR SIZES UP TO 42" IN DIAMETER.
 - PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
- ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS STEEL BANDS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THIS PRACTICE IS ENCOURAGED ON PRIVATE SITES. ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
- DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 1 FOOT. DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
- ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF FIFTEEN INCH (15") DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A TWENTY-FIVE (25) YEAR STORM OF TWENTY-FOUR (24) HOUR DURATION. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE PERFORMED BY THE OWNER.
- STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH ASTM C-478 AND SHALL HAVE 8" THICK WALLS. 6" THICK WALLS MAY BE PERMITTED PROVIDING THAT THE PLANS SPECIFY INCREASED REINFORCEMENT IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 201 IN ADDITION, THIS REQUIREMENT MUST BE REFLECTED ON BOTH THE SHOP DRAWING AND AS-BUILT PLANS.
- STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC. FOR ROADWAY SECTIONS WITH DESIGN SPEEDS OF 45 MPH AND LESS AND WITHOUT FULL WIDTH SHOULDERS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER. FOR SITE PLANS, INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
- RETENTION AREA WATER DEPTHS SHALL BE FOUR FEET(4') MINIMUM TO TWELVE FEET(12') MAXIMUM, MEASURED FROM THE N.W.L. (NORMAL WATER LEVEL)



- NOTES:
- PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES AND LIDS AND VALVE BOXES AND LIDS (AND SIMILAR APPURTENANCES) TO FINAL ELEVATION PRIOR TO RESURFACING
 - SUBBASE TO BE COMPACTED TO 98% MAXIMUM DENSITY AASHTO T-180
 - IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, 3000 PSI - 28 DAY STRENGTH CONCRETE PAVEMENT MAY BE PERMITTED PROVIDED THAT THE SUBJECT AREA WILL REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 3 DAYS.



	STANDARD CONSTRUCTION DETAIL STORM INLET APRON	FILE NAME:	ST1.DWG
		DETAIL REF:	ST-1
		REV. 12/08	

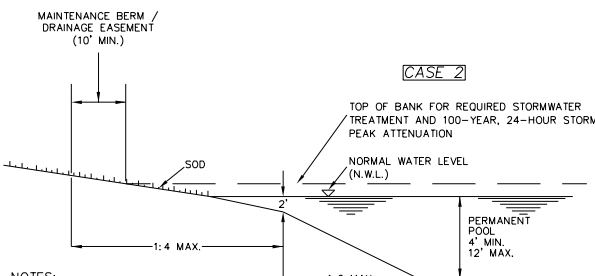
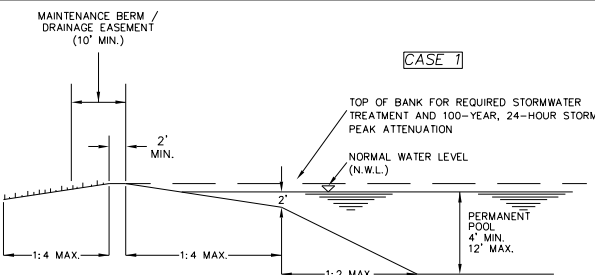
	STANDARD CONSTRUCTION DETAIL PAVEMENT TRENCH RESTORATION	FILE NAME:	ST3.DWG
		DETAIL REF:	ST-3
		REV. 12/08	

	STANDARD CONSTRUCTION DETAIL STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES	FILE NAME:	ST4.DWG
		DETAIL REF:	ST-4
		REV. 12/08	

	STANDARD CONSTRUCTION DETAIL STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES	FILE NAME:	ST5.DWG
		DETAIL REF:	ST-5
		REV. 12/08	

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES
(CONT'D.)

- IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DEWATERING IS NOT REQUIRED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THAT MAY BE REQUIRED.
- WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY, THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMMODATE THE FLOW FROM THE 100 YEAR - 24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SURVMD PERMIT AND THE NPDES PERMIT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
- LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.



- NOTES:
- SOD IS TO BE PLACED TO N.W.L.
 - A PLANTED LITTORAL ZONE IS NOT PERMISSIBLE FOR SLOPES EXCEEDING 6:1.
 - AS AN OPTION TO A LITTORAL ZONE, THE DESIGNER CAN EITHER:
 - PROVIDE AN ADDITIONAL 50% OF THE PERMANENT POOL VOLUME, AS REQUIRED, OR
 - PROVIDE PRETREATMENT OF THE STORMWATER PRIOR TO ENTERING THE WET DETENTION POND.
 - CASE 1 BERM SHALL REQUIRE THE INSTALLATION OF IMPERVIOUS SOLS OR OTHER METHODS TO PREVENT TRANSMISSION OF WATER.

	STANDARD CONSTRUCTION DETAIL STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES	FILE NAME:	ST6.DWG
		DETAIL REF:	ST-6
		REV. 12/08	

	STANDARD CONSTRUCTION DETAIL WET RETENTION POND	FILE NAME:	ST10.DWG
		DETAIL REF:	ST-10
		REV. 12/08	

	STANDARD CONSTRUCTION DETAIL TYPE "C" STORM INLET	FILE NAME:	ST11.DWG
		DETAIL REF:	ST-11
		REV. 12/08	

REQUIREMENTS FOR AS-BUILT DRAWINGS

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL SUBDIVISION AS-BUILT DRAWINGS.

- INDIVIDUAL PLAN AND PROFILE SHEETS FOR ALL ROADS AND SANITARY SEWER LINES, SHOWING MANHOLES, INLETS, AND PIPE CROSSINGS. PLAN AND PROFILE SHEETS SHALL SHOW SANITARY LINES AND ALL OTHER BURIED UTILITIES THAT CROSS SEWER LINES, AND ANY THAT PARALLEL AND ARE WITHIN TEN FEET OF SANITARY SEWER LINES. PLAN VIEWS SHALL BE DRAWN AT A SCALE OF ONE (1) INCH EQUAL TO FORTY (40) FEET HORIZONTAL. PROFILES SHALL BE DRAWN AT ONE (1) INCH EQUAL TO FOUR (4) FEET VERTICAL.
- PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. (FOR SUBDIVISIONS) AND AS APPROPRIATE TO CONFIRM PAVING LIMITS (ON SITE PLANS).
- ALL RADI AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS-BUILT.
- ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS LONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE AS-BUILT CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE DESIGN PROFILE GRADE LINES. IN THE EVENT THAT THE AS-BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS-SECTION SURVEYS TO VERIFY THE CORRECT CROSS SLOPE, SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
- STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND / OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
- STORM DRAINAGE PIPE INVERT AND INLET ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
- STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND / OR VERIFIED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
- ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CANALS, ETC. THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORMWATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES WHENEVER POSSIBLE. CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
- RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
- ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE AS-BUILT.
- STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET. SIDE SLOPES SHALL ALSO BE INDICATED.

	STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS-BUILTS DRAWINGS	FILE NAME:	M1.DOC
		DETAIL REF:	M-1
		REV. 12/08	

[illegible]

REVISIONS	
DRAWN BY	<u>TFS</u>
APPROVED BY	<u>DMV</u>
CHECKED BY	<u>NPS</u>
DATE	<u>AUGUST 2016</u>
DATUM	<u>NAVD 88</u>

CITY SEWER DETAILS

C23

SHEET NO.

SANITARY SEWER CONSTRUCTION NOTES

26. CEMENT USED IN CONCRETE MIX FOR PRECAST STRUCTURES SHALL BE TYPE I, ACID RESISTANT AND SULFIDE RESISTANT CONCRETE.
27. MORTAR TO CONTAIN "HYDRATITE" OR APPROVED EQUAL, TO PREVENT SHRINKAGE.
28. PROFILE VIEWS SHALL BE PROVIDED FOR ALL SEWER MAINS. PROFILE VIEWS SHALL BE ON THE SAME SHEET AS THE ASSOCIATED PLAN VIEW AND SHALL INCLUDE THE FOLLOWING INFORMATION:
 - A. SIZE, SLOPE, LENGTH AND CLASS OF PIPE
 - B. MANHOLE RIM AND INVERT ELEVATIONS
 - C. UTILITY CROSSINGS WITH VERTICAL SEPARATION
 - D. SHOW PROPOSED SEWER AND EXISTING UTILITY
 - E. EXISTING GROUND PROFILE
 - F. MATCH LINE
 - G. VICINITY MAP
 - H. PROFILE VIEW STATIONS TO COINCIDE WITH PLAN VIEW STATIONS

- | | | |
|---|--|---------------------------------------|
|  | <p>STANDARD CONSTRUCTION DETAIL</p> <p>SANITARY SEWER DESIGN NOTES</p> | <p><u>FILE NAME</u></p> <p>S1.DOC</p> |
| | | <p><u>DETAIL REF</u></p> <p>S-1</p> |

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER DESIGN NOTES	FILE NAME S1.DOC
		DETAIL REF: S-1
REV. 12/08		

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER DESIGN NOTES	FILE NAME S1.DOC
		DETAIL REF: S-1

REV. 12/08

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER DESIGN NOTES	<u>FILE NAME</u> S1.DOC
		<u>DETAIL REF.</u> S-1

REV. 12/08

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER CONSTRUCTION NOTES	<u>FILE NAME</u> S2.DOC
		<u>DETAIL REF.</u> S-2
REV. 12/08		

SANITARY SEWER CONSTRUCTION NOTES CONT'D

25. SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER OR WASTEWATER TREATMENT PLANT (SAS APPROPRIATE) AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING A FULL DIAMETER FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING (SUBJECT TO AVAILABILITY).
26. THE CITY INSPECTOR SHALL BE REQUIRED TO PIG ALL FORCE MAINS IN EXCESS OF 6" IN DIAMETER AND PRIMARY TRANSMISSION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS, LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PORT ORANGE REPRESENTATIVE OR CITY INSPECTOR.
27. AS A GENERAL RULE, THE NUMBER OF JOINTS SHALL BE LIMITED WHENEVER POSSIBLE. IN SPECIAL CASES WHERE A POINT REPAIR TO AN 8" TO 12" PVC SEWER MAIN IS REQUIRED, THE PROPER GRID WRAP AROUND SLEEVE SUCH AS A ICM-2101025 DUCTILE IRON COLLARING OR AN APPROVED EQUIV. MAY BE ALLOWED BY SPECIAL APPROVAL BY THE CITY.
28. ALL IN-LINE SANITARY SEWER FORCE MAIN VALVES SHALL BE RESILIENT SEAL (AWWA C-509 OR C-515) VALVES FEATURING AN EPOXY LINED DUCTILE IRON BODY.
29. ALL TAPPING OF PRESSURE MAINS AND CORING OF MANHOLE'S SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 2 BUSINESS DAYS NOTIFICATION DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON OR AT THE APPROPRIATE DAY ESTABLISHED BY CIY, WITH RESPECT TO TIE-IN CONNECTIONS AND CORING OPERATIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS.
30. ALL WORK PERFORMED ON SANITARY SEWER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY CONTRACTOR, OR LICENSED GENERAL CONTRACTOR, WHO IS LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
31. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AS-BUILTS ARE PROVIDED TO THE CITY FOR CONSTRUCTION PURPOSES.
32. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE LOCATION, OF ALL FORCE MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURBING EXISTS).
33. ALL HDPE PIPE INSTALLED FOR SEWAGE FORCE MAINS SHALL BE SDR 11 WITH #10 COPPER HEAD TRACER W/RE UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC TO WHICH IT IS ATTACHED.
34. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR DEFORMATION. ANY PIPE DEEMED TO BE MISSHAPED IN ANY WAY FOR ANY REASON SHALL BE REJECTED.
35. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UNDERGROUND SANITARY SEWER MAIN AREA.
36. WHERE POTABLE WATER AND SANITARY SEWER MAINS CROSS WITHIN LESS THAN (18) INCHES OF VERTICAL CLEARANCE OR WHERE THE SEWER MAIN IS ABOVE THE WATERMAIN, THE SEWER MAIN SHALL BE ENCASED WITH CONCRETE OR ENCLOSED IN A WATER TIGHT CARRIER PIPE, OR PRESSURE RATED PVC PIPE (MEETING THE AWWA C-900 OR C-905 SPECIFICATION) FOR A MINIMUM LENGTH OF (20) FEET, CENTERED ON THE

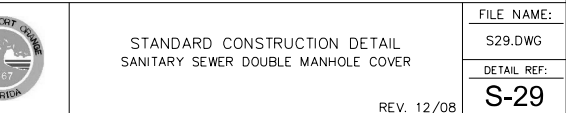
37. CEMENT USED IN CONCRETE MIX FOR CASTING STRUCTURES SHALL BE TYPE II, ACID RESISTANT AND
SULFATE RESISTANT CEMENT.
38. MORTAR TO CONTAIN "HYDRATE" OR APPROVED EQUIV. TO PREVENT SHRINKAGE
39. CONTRACTORS SHALL PROVIDE THICKER MANHOLE WALLS AND BASES AS REQUIRED TO PREVENT
FLOTATION BASED ON HIGH GROUND WATER TABLE (ELEVATIONS AS DETERMINED USING ACCEPTED
ENGINEERING PRACTICES AND/OR APPROVED BY PUBLIC UTILITIES DEPT.
40. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO AND APPROVED BY THE DESIGN ENGINEER
PRIOR TO INSTALLATION WITH TWO COPIES FORWARDED BY THE DESIGN ENGINEER TO THE CITY.
41. NO BUG HOLE OR HONEYCOMB WILL BE ACCEPTED.
42. ALL INTERIOR SURFACES SHALL BE PAINTED. ALL INTERIOR SURFACES COATED WITH THREE (3) COATS OF
WHITE/GRAY OVER RED OVER BLACK EW-1 EPOXY PAINT WITH A TOTAL OF 12 MILS THICKNESS OR BLACK
COAL-TAR EPOXY WITH A TOTAL OF 16 MILS THICKNESS. OUTSIDE SURFACE TO BE COATED WITH TWO (2)
COATS OF BLACK OVER BLACK EW-1 EPOXY PAINT WITH A TOTAL OF 8 MILS AND ONE (1) COAT OF BLACK
COAL-TAR EPOXY WITH A TOTAL OF 8 MILS. ALL COATS SHALL BE APPLIED AT THE FACTORY EXCEPT MINOR
FIELD TOUCH UP AT JOINTS AND AT MANHOLE NECK.

37. CEMENT USED IN CONCRETE MIX FOR PRECAST STRUCTURES SHALL BE TYPE II, ACID RESISTANT AND SULFIDE RESISTANT CONCRETE.
38. MORTAR TO CONTAIN "HYDRATITE" OR APPROVED EQUAL TO PREVENT SHRINKAGE
39. CONTRACTORS SHALL PROVIDE THICKER MANHOLE WALLS AND BASES AS REQUIRED TO PREVENT FLOTATION BASED ON HIGH GROUND WATER TABLE ELEVATIONS AS DETERMINED USING ACCEPTED ENGINEERING PRACTICES AND/OR APPROVED BY PUBLIC UTILITIES DEPT.
40. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO AND APPROVED BY THE DESIGN ENGINEER PRIOR TO INSTALLATION WITH TWO COPIES FORWARDED BY THE DESIGN ENGINEER TO THE CITY.
41. NO BUG HOLES OR HONEYCOMB WILL BE ACCEPTED.
42. ALL SANITARY SEWER MANHOLES SHALL HAVE ALL INTERIOR SURFACES COATED WITH THREE (3) COATS OF WHITE/GRAY OVER RED OVER BLACK EW-1 EPOXY PAINT WITH A TOTAL OF 12 MILS THICKNESS OR BLACK COAL-TAR EPOXY WITH A TOTAL OF 16 MILS THICKNESS. OUTSIDE SURFACE TO BE COATED WITH TWO (2) COATS OF BLACK OVER BLACK EW-1 EPOXY PAINT WITH A TOTAL OF 8 MILS AND ONE (1) COAT OF BLACK COAL-TAR EPOXY WITH A TOTAL OF 8 MILS. ALL COATS SHALL BE APPLIED AT THE FACTORY EXCEPT MINOR FIELD TOUCH UP AT JOINTS AND AT MANHOLE NECK.

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER CONSTRUCTION NOTES	<u>FILE NAME</u> S2.DOC
	REV. 12/08	<u>DETAIL REF:</u> S-2

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER CONSTRUCTION NOTES	FILE NAME S2.DOC
	REV. 12/08	DETAIL REF: S-2

	STANDARD CONSTRUCTION DETAIL	FILE NAME
	SANITARY SEWER CONSTRUCTION NOTES	S2.DOC
		DETAIL REF:
		S-2
	REV. 12/08	



E

D

C

B

A

1

2

3

4

5

POTABLE WATER DESIGN NOTES

- ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1", DOUBLE RESIDENTIAL SERVICES SHALL ALSO BE 1", AND COMMERCIAL SERVICES SHALL BE 1" OR 2". NO 1 1/2" SERVICES ARE ALLOWED. POLYETHYLENE TUBING SHALL BE USED, IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS: POLYETHYLENE TUBING SHALL BE CTS 3408 HIGH DENSITY TUBING, BLUE IN COLOR, AND RATED FOR A MINIMUM OF 200 P.S.I. WITH SDR OF 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL HAVE UV PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.T.M. D1248, D3350, D2239, D2737, N.S.F. 14 AND AWWA C-905 AND SHALL COME WITH A LIFETIME WARRANTY. ACCEPTABLE MANUFACTURERS: ENDOT ENDOPUR.
- WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1,000.0 FEET.
- AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
- APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
 - RESILIENT SEATED GATE VALVES EQUAL TO OR LESS THAN 24" DIAMETER (AWWA C-515)
 - BUTTERFLY VALVES GREATER THAN 24" (AWWA C-504)
 - TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE
- TYPICALLY, A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED AT EVERY INTERSECTION. OTHER FIRE HYDRANTS SHALL BE LOCATED SO AS TO PRODUCE A MAXIMUM 250.0 FEET AND/OR MEETING THE LATEST NFPA CODE HOSE LAY ALONG THE STREET FOR ALL RESIDENTIAL BUILDINGS. ALL BUILDINGS WITH FIRE PROTECTION SPRINKLER SYSTEM, THE FIRE DEPARTMENT CONNECTION (FDC) MUST BE WITHIN 50.0 FEET OF UNOBSTRUCTED DISTANCE TO AN APPROVED FIRE HYDRANT LOCATION BY THE FIRE MARSHALL AND OR PUBLIC UTILITIES ENGINEER.
- AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
- ALL WATER MAINS SHALL BE NSF AND/OR AWWA APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
- WATER MAINS SHALL BE C-900 PVC OR C-905 CL 150 (COLOR "BLUE") OR D.I.P. PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.
- WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S LATEST FIRE (WATER) FLOW CODE. ALL DEDICATED FIRE LINES SHALL BE INDEPENDENT OF ALL OTHER DOMESTIC WATER SERVICES.
- MEGALUGS, BOLTLESS RESTRAINED JOINTS OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES USING TORQUE WRENCHES PER MANUFACTURER'S RECOMMENDATION.
- WATER SERVICES SHALL BE NORMALLY DOUBLE 1" SERVICES LOCATED AT SIDE LOT LINES. INSTANCES WHERE SERVICES NEED TO BE OFFSET, 1" SINGLE SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET A MAXIMUM OF 2.0' FROM SIDE LOT LINES.
- THE CITY REQUIRES DOUBLE WATER SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE WATER SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER DESIGN NOTES

FILE NAME
W1.DOC

DETAIL REF:
W-1

REV. 12/08

POTABLE WATER DESIGN NOTES CONT'D

- ALL PROPOSED POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING.
- FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURB IS USED).
- LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C.. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE INSTALLATION OF LINE STOPPING DEVICES ON PRESSURE MAIN (POTABLE WATER AND FORCE MAIN) MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERRUPTION TO EXISTING UTILITY CUSTOMERS.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER DESIGN NOTES

FILE NAME
W1.DOC

DETAIL REF:
W-1

REV. 12/08

POTABLE WATER CONSTRUCTION NOTES

- THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY POTABLE WATER SYSTEM CONSTRUCTION.
- DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
- ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
- TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND 95% IN UNPAVED AREAS IN ACCORDANCE WITH AASHTO T-180.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
- 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER "A"PE SHALL BE USED ON ALL DUCTILE IRON PIPE, AS WELL.
- ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2" x 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND. ALL SERVICES SHALL BE LOCKED AT THE TIME OF FINAL INSPECTION BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR OR CITY PERSONNEL. AFTER THEY HAVE BEEN INSPECTED AND VERIFIED TO OPERATE PROPERLY.
- AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
- ALL WATER VALVES SHALL BE ADJUSTED TO FINISHED GRADE AND THE CAPS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
- UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPENED BY PUBLIC UTILITIES PERSONNEL. AT NO TIME SHALL CONTRACTOR OPERATE ANY EXISTING VALVES.
- ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE PRIMARY HYDRANT PORT SHOULD ALWAYS FACE THE STREET.
- AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
- ALL WATER MAINS SHALL BE NSF AND/OR AWWA APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
- WATER MAINS SHALL BE C-900 PVC OR C-905 CL 150 (COLOR "BLUE") OR D.I.P. PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.
- UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF HEALTH AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY PUBLIC USE OF THE SYSTEM.
- IN AREAS WHERE RECLAIMED WATER IS NOT AVAILABLE THE CONTRACTOR SHALL BE REQUIRED TO (UPON SATISFACTORY COMPLETION OF THE PRESSURE TEST) TRANSFER THE WATER FROM THE POTABLE WATER LINES TO THE RECLAIMED WATER LINES FOR UTILIZATION IN THEIR PRESSURE TEST.
- ALL POTABLE WATER MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC PIPE IS SPECIFIED, THE



STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

FILE NAME
W2.DOC

DETAIL REF:
W-2

REV. 12/08

POTABLE WATER CONSTRUCTION NOTES (CONT'D)

- RESTRAINT JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINT LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE.
- MEGALUGS, BOLTLESS RESTRAINED JOINTS OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES USING TORQUE WRENCHES PER MANUFACTURER'S RECOMMENDATION.
 - WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
 - ALL WATER SERVICES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
 - ALL WATER VALVES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. BLOW-OFFS SHALL BE MARKED SIMILARLY AS WELL. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF THE PRESSURE MAIN RUN.
 - ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS OR TAPPINGS SHALL REQUIRE A MINIMUM OF 2 BUSINESS DAYS, DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY.
 - LARGE COMMERCIAL WATER AND RECLAIMED WATER METERS GREATER THAN 3" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY. IN ADDITION ALL METERS AND VAULTS 3" AND GREATER SHALL BE INSTALLED BY THE OWNER/ DEVELOPER/ CONTRACTOR. THE FEE COLLECTED BY THE CITY IS FOR MATERIALS ONLY. ALL METERS, 2" AND LESS, SHALL BE INSTALLED BY THE CITY.
 - THE CITY REQUIRES DOUBLE WATER SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE WATER SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.
 - ALL PROPOSED POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING.
 - THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL POTABLE MAINS 6" AND LARGER IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PIGS SHALL BE NEW. NO FOAM PIGS ARE ALLOWED. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR A CITY UTILITY INSPECTOR.
 - WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE INSTALLATION OF LINE STOPPING DEVICES ON PRESSURE MAIN (POTABLE WATER AND FORCE MAIN) MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERRUPTION TO EXISTING UTILITY CUSTOMERS.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

FILE NAME
W2.DOC

DETAIL REF:
W-2

REV. 12/08

POTABLE WATER CONSTRUCTION NOTES (CONT'D)

- THE PHYSICAL TAKING OF EACH AND EVERY WATER SAMPLE FOR BACTERIOLOGICAL TESTING SHALL BE OBSERVED BY THE CITY'S DESIGNATED SITE INSPECTOR. THIS SHOULD NOT IMPACT THE PROJECT SINCE THE CONTRACTOR MUST ALREADY COORDINATE FLUSHING ACTIVITY WITH THE INSPECTOR. ALL SAMPLE FORMS SHALL BE COMPLETELY FILLED OUT BY THE SAMPLING COMPANY AND TESTING COMPANY IN ORDER TO BE ACCEPTED. WHEN THE PUBLIC UTILITIES OFFICE RECEIVES POTABLE WATER CLEARANCE REQUEST REQUIRING SIGNATURE THE CITY'S DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR WILL BE CONTACTED TO INDEPENDENTLY VERIFY THAT THE SYSTEM IS IN PROPER FUNCTIONING ORDER (I.E. ALL VALVES, HYDRANTS, AND WATER SERVICES ARE ACCESSIBLE AND OPERABLE). SIMULTANEOUSLY, THE CITY MAY ALSO TAKE A RANDOM BACTERIOLOGICAL SAMPLE WITHIN THE NEW SYSTEM TO VERIFY THAT WATER IS SAFE FOR CONSUMPTION. ONCE THE DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR HAVE VERIFIED THAT THE SYSTEM IS IN PROPER FUNCTIONING ORDER AND THAT THE BACTERIOLOGICAL SAMPLE INDICATES THE WATER IS SAFE FOR CONSUMPTION, THE PUBLIC UTILITIES OFFICE WILL THEN SIGN OFF ON THE WATER CLEARANCE REQUEST.
- ALL WORK PERFORMED ON THE POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY A STATE CERTIFIED UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
- FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURB IS USED).
- NEWLY CONSTRUCTED POTABLE WATER SYSTEM EXTENSIONS MAY NOT BE USED PRIOR TO FINAL TESTING, CLEARANCE AND ACCEPTANCE BY THE CITY OF PORT ORANGE. THIS INCLUDES CONSTRUCTION WATER REQUIRED FOR SEWER LINE CLEANING OR RELATED USES.
- FIRE HYDRANTS MAY NOT BE INSTALLED WITHIN 20' OF ANY ELECTRICAL TRANSFORMER
- ALL H.D.P.E. PIPE UTILIZED FOR WATER, FORCE MAIN AND/OR RECLAIMED WATER MAIN EXTENSIONS SHALL BE S.D.R. 11 WITH #10 COPPERHEAD TRACER WIRE UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
- ALL VALVES 2" AND LARGER SHALL BE STANDARD 2" RESILIENT SEATED GATE VALVES (CORP STOPS ARE NOT ACCEPTABLE).
- ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION. FITTINGS SHALL BE P.V.C. AND MANUFACTURED OF THE SAME DESIGN AS THE P.V.C. PIPE.
- PVC FITTINGS 4-INCH THROUGH 36-INCH SHALL BE P.V.C. (OR D.I.P. WITH PROTECTO 401) INJECTION-MOLDED OR FABRICATED AS SPECIFIED, MADE OF MATERIALS MEETING OR EXCEEDING THE REQUIREMENTS OF CELL CLASS 2454-B MATERIAL AS DEFINED IN ASTM D1248. FABRICATED FITTINGS SHALL BE MANUFACTURED WITH PIPE THAT MEETS OR EXCEEDS AWWA C-905 STANDARD, AND SHALL BE FIBERGLASS REINFORCED TO A PRESSURE RATING OF 165 PSI. ALL P.V.C. OR MECHANICAL JOINT FITTINGS MUST COMPLY WITH OR EXCEED ANSI/AWWA C907, UNI-B-14 STANDARDS AS THEY APPLY TO THE APPROPRIATE SIZE RANGE AND METHOD OF MANUFACTURE.
- NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF



STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

FILE NAME
W2.DOC

DETAIL REF:
W-2

REV. 12/08

POTABLE WATER CONSTRUCTION NOTES (CONT'D)

- AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
 - NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
 - AT THE UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
 - WATER MAINS SHALL BE C-900 PVC OR C-905 CL 150 (COLOR "BLUE") OR D.I.P. PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

FILE NAME
W2.DOC

DETAIL REF:
W-2

REV. 12/08

City of Port Orange Public Utilities Department
List of Approved Products

Potable Water

12/08

Fire Hydrant (5 X 8" Barrel)

MANUFACTURER	MODEL #
Mueller	A423 Super Centurion 250
American AVK Co.	Series 42780
American Darling	5 1/2" B-84 B5
Clow	Medallion # F-2545 SS

Air Release Valves

MANUFACTURER	MODEL #
Val-Matic	Series 38

Gate Valves and Tapping Valves – Resilient Seated (AWWA C509 and C515) 24" or Smaller (Valve wedge to be complete enclosed with EPDM rubber)

MANUFACTURER	MODEL #
American AVK Co.	Series 1, 18, 25, 45, 55, & 66
Clow	Model 2638 and 2639
Mueller	A-236C, A-2361, T-2360 & T-2361
American Flow Control	Series 2500



STANDARD CONSTRUCTION DETAIL
POTABLE WATER APPROVED PRODUCTS

FILE NAME
W3.DOC

DETAIL REF:
W-3

City of Port Orange Public Utilities Department
List of Approved Products

Potable Water

12/08

Joints Restrained – DIP and PVC

MANUFACTURER	MODEL #
EBBA Iron Inc.	Series 1100/1500/1600 2000/2500/2800
Star Pipe	Stargrip Series 1000/1100/1200 3000/ 4000
Sigma	One-Lock SLD; One-Lock SLG; PV-Lok for PVC
Smith-Blair	Cam-Lock (111 & 120) ; Bell-Lock (115 & 165)

Water Service Materials

Polyethylene Tubing – (Blue with UV Protection (SDR-9) 1" & 2" only)

MANUFACTURER	MODEL #
Endot Endopure	Endotrace w/ #10 Copperhead Tracer Wire

MANUFACTURER	MODEL #
Ford	F-1100-4

Curb Stop – Straight Ball Meter Valve w/ Barrel Locks

MANUFACTURER	MODEL #
Ford	B-54-324W (Single Service) B-51-2233W (Double Service)

"U" Branch (1" x 1/2")

MANUFACTURER	MODEL #
Ford	U-48-43-6.5



STANDARD CONSTRUCTION DETAIL
POTABLE WATER APPROVED PRODUCTS

FILE NAME
W3.DOC

DETAIL REF:
W-3



Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS - 8794

WESTPORT RESERVE
(PHASE 2C)

SEAL

11/09/2016

PORT ORANGE, FL

No.	DATE	BY	Description
-----	------	----	-------------

REVISIONS

DRAWN BY	JFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	AUGUST 2016
DATUM	NAVJ 88

TITLE

CITY
WATER
DETAILS

PROJECT NO. 50079046 (CC 1)

C26

SHEET NO.

B:\2307 AN ... \CC1-SF Phase 1 CityWaterDetails-07.dgn

E

D

C

B

A

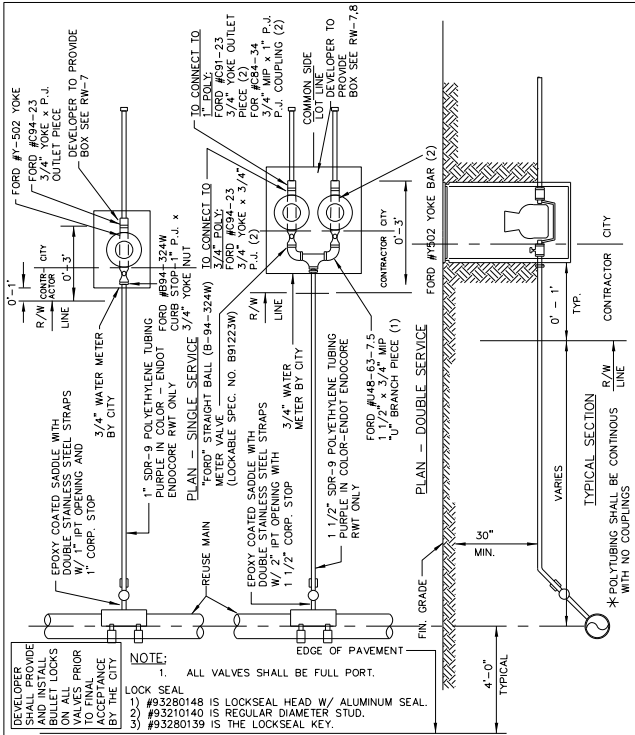
1

2

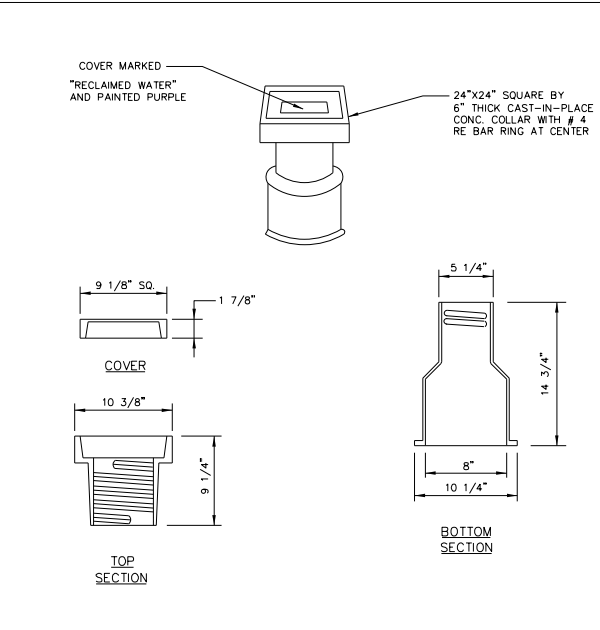
3

4

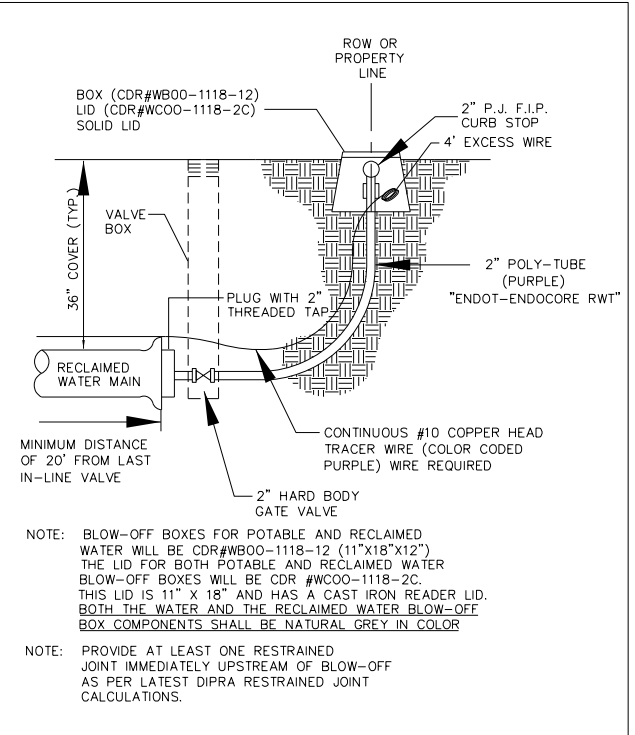
5



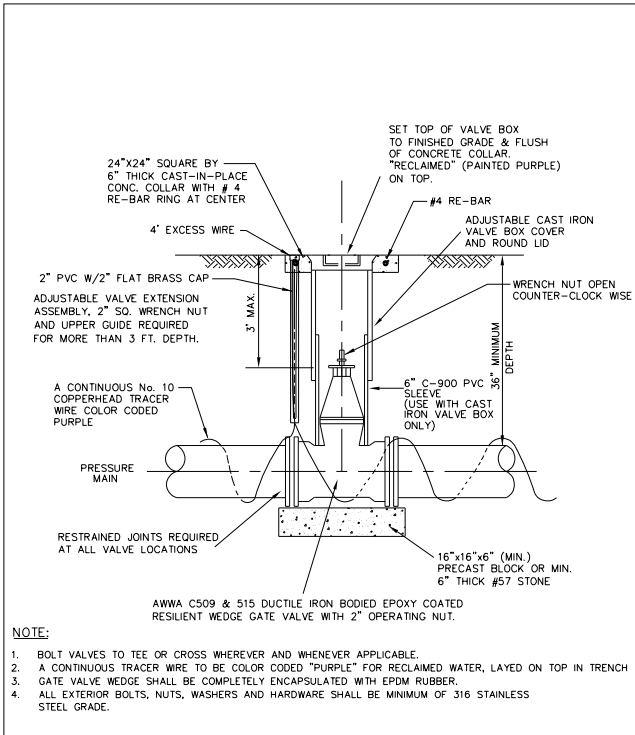
	STANDARD CONSTRUCTION DETAIL RECLAIMED WATER SERVICE IRRIGATION (SPRINKLER) CONNECTION 3/4" - 1" METER	REV. 12/08	FILE NAME:
			RW5.DWG
			DETAIL REF:
			RW-5



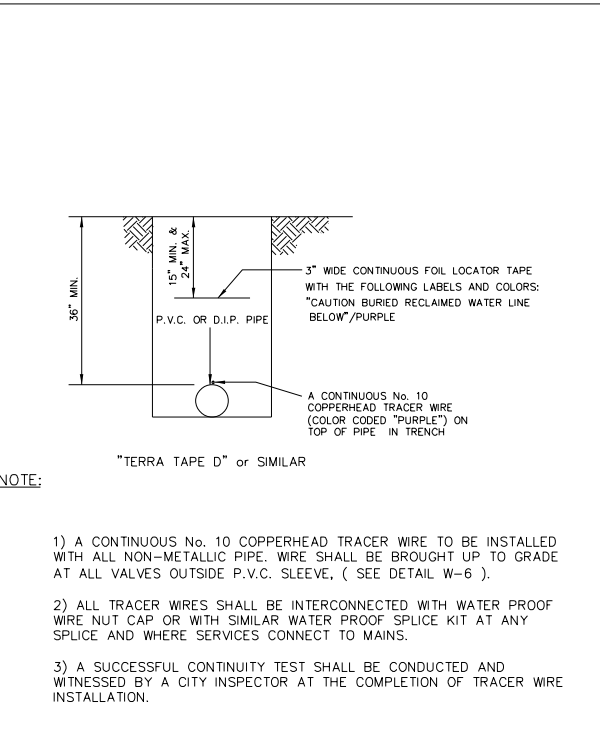
	STANDARD CONSTRUCTION DETAIL RECLAIMED WATER MAIN VALVE BOX	REV. 12/08	FILE NAME:
			RW9.DWG
			DETAIL REF:
			RW-9



	STANDARD CONSTRUCTION DETAIL RECLAIMED WATER BLOW OFF	REV. 12/08	FILE NAME:
			RW10.DWG
			DETAIL REF:
			RW-10



	STANDARD CONSTRUCTION DETAIL RECLAIMED WATER VALVE AND VALVE BOX (4" - 16" VALVE SIZES)	REV. 12/08	FILE NAME:
			RW11.DWG
			DETAIL REF:
			RW-11



	STANDARD CONSTRUCTION DETAIL LOCATOR TAPE/ TRACERWIRE INSTALLATION FOR RECLAIMED WATER, PIPELINES	REV. 12/08	FILE NAME:
			RW12.DWG
			DETAIL REF:
			RW-12



Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS -8794

WESTPORT RESERVE
(PHASE 2C)

PORT ORANGE, FL

SEAL	11/08/2016
------	------------

No.	DATE	BY	Description

REVISIONS			
DRAWN BY	JFS		
APPROVED BY	DMV		
CHECKED BY	NPS		
DATE	AUGUST 2016		
DATUM	NAVD 88		

TITLE	CITY RECLAIMED WATER DETAILS
PROJECT NO.	50079046 (CC 1)

C30

SHEET NO.

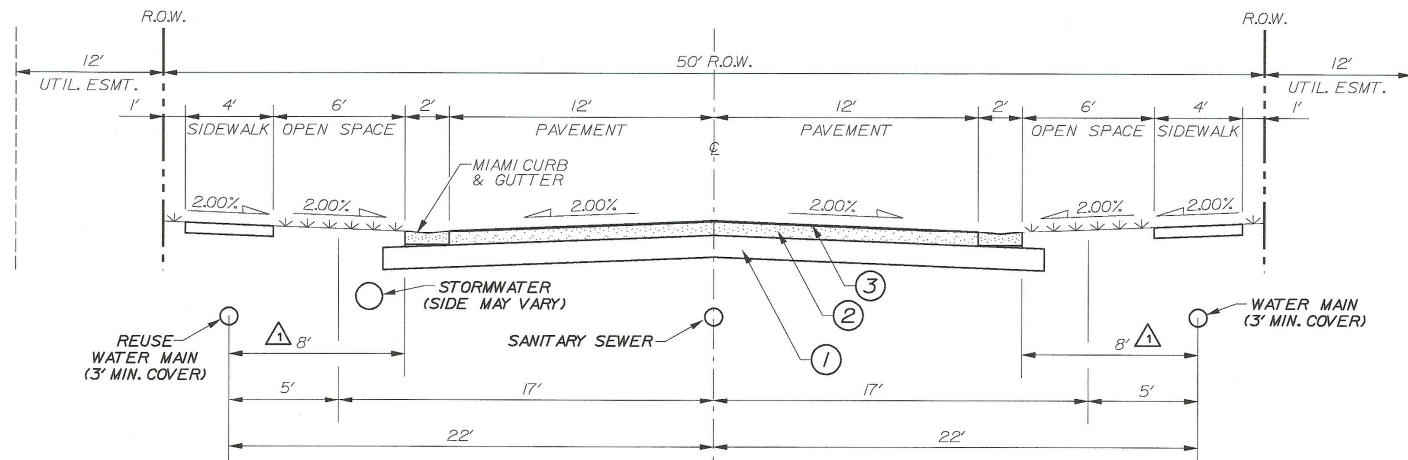
8:24:38 AM ...\\CCI-SF-PH01-CityReclaimDetails-02.dgn

PAVEMENT LEGEND

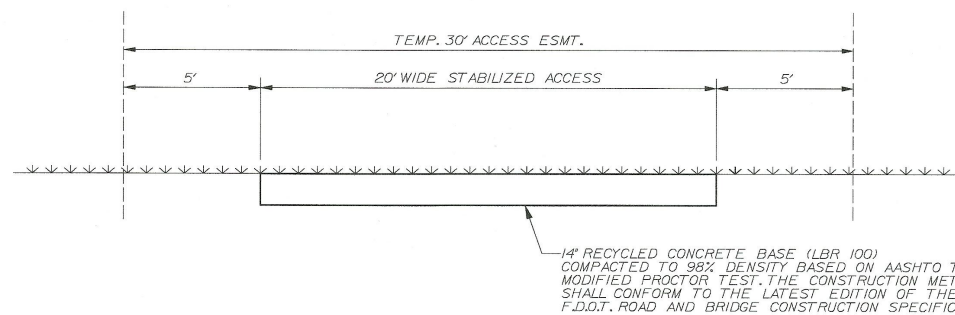
- ① 12" SUBGRADE/SUB-BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
- ② 6" RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. THE CONSTRUCTION METHODS SHALL CONFORM TO THE LATEST EDITION OF THE F.D.O.T. ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS.
- ③ 1.5" OF FLORIDA DOT ASPHALTIC CONCRETE MIX OF TYPE S-9.5 & COMPACTED TO 98% DENSITY. THE CONSTRUCTION METHODS SHALL CONFORM TO THE LATEST EDITION OF THE F.D.O.T. ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS.

ALTERNATE BASE:
6" SOIL CEMENT BASE MINIMUM BEARING STRENGTH OF 300 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS AND COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 STANDARD PROCTOR TEST. CONSTRUCTION METHODS SHALL CONFORM TO SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

USE OF ALTERNATE BASE MUST FIRST BE APPROVED BY THE COMMUNITY DEVELOPMENT ENGINEER



TYPICAL SECTION - 50' R.O.W.



TEMPORARY EMERGENCY STABILIZED ACCESS

ALTERNATE BASE:
14" SOIL CEMENT BASE
MINIMUM BEARING STRENGTH OF 300 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS AND COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 STANDARD PROCTOR TEST. CONSTRUCTION METHODS SHALL CONFORM TO SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

USE OF ALTERNATE BASE MUST FIRST BE APPROVED BY THE COMMUNITY DEVELOPMENT ENGINEER

NOTE:
THE TYPICAL SECTION STRUCTURE NUMBER OF 2J TO BE MET USING TABLE 5.4 OF THE F.D.O.T. FLEXIBLE PAVEMENT DESIGN MANUAL, MARCH 2015. DEVIATIONS SHALL BE APPROVED BY THE EOR AND THEN SUBMITTED FOR APPROVAL TO THE COMMUNITY DEVELOPMENT ENGINEER.

1	9-19-16	TFS	REV PER COMMENTS
No.	DATE	BY	Description

REVISIONS			
DRAWN BY	TFS		
APPROVED BY	DMV		
CHECKED BY	NPS		
DATE	AUGUST 2016		
DATUM	NAVD 88		

TITLE
TYPICAL PAVING SECTIONS

PROJECT NO. 50079046 (CC 1)

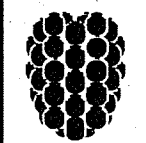
C31

SHEET NO.



GENERAL NOTES:

1. MONUMENTATION:
□ - DENOTES PERMANENT REFERENCE MONUMENT FOUND STAMPED AS NOTED
■ - DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 8011
⊙ - DENOTES PERMANENT CONTROL POINT SET NAIL AND DISK STAMPED PCP LB 8011
2. ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED
(R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
(NR) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
3. DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
4. ACCURACY:
- THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000.
- THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
5. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE OCCUPIED SOUTH LINE OF THE SE 1/4 OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, HAVING A BEARING OF S88°57'35"W.
6. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
7. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITY, ACCESS AND MAINTENANCE EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT:
ENTIRE STREET FRONTAGES OF LOTS AND COMMON OPEN SPACE AREAS: 12.00 FEET WIDE
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, TELECOMMUNICATION.
10. ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
11. SINGLE FAMILY RESIDENTIAL BUILDING SETBACK REQUIREMENTS:
FRONT = 25 FEET
REAR = 20 FEET
SIDE = LOTS ≤ 65' = 5 FEET
LOTS > 65' = 7.5 FEET
SIDE CORNER = 20 FEET
12. SINGLE FAMILY RESIDENTIAL LOT COVERAGE REQUIREMENTS:
MINIMUM OPEN SPACE AREA= 40%
MAXIMUM BUILDING COVERAGE = 50%
MAXIMUM BUILDING HEIGHT = 36 FEET
13. THE COMMON OPEN SPACE AREAS SHOWN ON THIS PLAT AND OWNED BY THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC.(TRACTS "R", "S", "T" AND "U") SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC.'S AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS REFERENCED IN NOTE 17. THE GRANTING OF SUCH COMMON OPEN SPACE AREAS IS NOT INTENDED TO GRANT ANY RIGHTS TO THE GENERAL PUBLIC.
14. THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON OPEN SPACE AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEN ALL PROPERTY OWNERS OF RECORD FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
15. COMMON OPEN SPACE AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON OPEN SPACE AREAS.
17. LOTS 66-93 AND TRACTS "R", "S", "T", AND "U", AS SHOWN HEREON, ARE SUBJECT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, et. seq., OF THE PUBLIC RECORDS OF VOLUSIA COUNTY.
18. PORTIONS OF THE LANDS SHOWN IN THIS PLAT ARE SUBJECT TO EASEMENT AND COST SHARING AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA IN BOOK 7328, PAGE 4233 , et seq.
19. ALL OF THE LANDS SHOWN WITHIN THIS PLAT (EXCEPT AS OTHERWISE AMENDED BY THE EASEMENT AND COST-SHARING AGREEMENT REFERENCED IN NOTE 18), ARE SUBJECT TO DECLARATION OF EASEMENTS RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA IN BOOK 7313, PAGE 2181, et al.
20. LOT CORNERS WILL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091 (9).
21. PROPERTY WITHIN THIS PLAT IS SUBJECT TO THE MINERAL QUIT-CLAIM DEED AND ASSIGNMENT (WITH RESERVATION OF ROYALTY, BUT NOT ACCESS, TO GRANTORS) RECORDED SEPTEMBER 12, 1984 IN BOOK 2605, PAGE 1907 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. PLAT IS SUBJECT TO THE POST-CLOSING AGREEMENT BY AND BETWEEN D.S.C. OF NEWARK ENTERPRISES, INC., A DELAWARE CORPORATION; TOMOKA FARMS DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND OLSON & ASSOCIATES OF NW FLORIDA, INC., A FLORIDA CORPORATION AS RECORDED MAY 5, 2004 IN BOOK 5310, PAGE 1041, AS AFFECTED BY: SUPPLEMENT TO POST-CLOSING AGREEMENT RECORDED NOVEMBER 19, 2004 IN BOOK 5440, PAGE 2440, SECOND SUPPLEMENT TO POST-CLOSING AGREEMENT RECORDED NOVEMBER 2, 2005 IN BOOK 5690, PAGE 2714 AND THIRD SUPPLEMENT TO POST-CLOSING AGREEMENT RECORDED JUNE 7, 2016 IN OFFICIAL RECORDS BOOK 7262, PAGE 1239.
23. A PORTION OF THE PROPERTY WITHIN THE PLAT IS CONTAINED WITHIN THE LIMITS OF THE SUBDIVISION PLAT EXEMPTION WITH THE CITY OF PORT ORANGE LAND DEVELOPMENT CODE OF SANCTUARY AT WESTPORT SUBDIVISION PLAT EXEMPTION (OVERALL PARCEL.) RECORDED JUNE 14, 2016 IN OFFICIAL RECORDS BOOK 7265, PAGE 669.
24. TRACTS A AND S, AS DEPICTED IN THIS PLAT, ARE SUBJECT TO ACCESS, DRAINAGE, UTILITIES AND MAINTENANCE EASEMENT RECORDED IN OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA IN OFFICIAL RECORDS BOOK 7328 PAGE 4266.
25. THE 10' WIDE DRAINAGE EASEMENT DEPICTED ON THE REAR OF LOTS 72-83 IS FOR MAINTENANCE OF AN ATTENUATION AND POLLUTION ABATEMENT SWALE.
26. THE 10' WIDE DRAINAGE EASEMENT DEPICTED ON THE REAR OF LOTS 82-83 IS ALSO FOR MAINTENANCE OF A WALL ALONG THE SOUTHERN EDGE OF SUCH EASEMENT AREA.
27. TRACT "R" IS SUBJECT TO THE TREE CONSERVATION AND ACCESS EASEMENT GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
28. THE PORTIONS OF TRACT "R" SHOWN AS SUBJECT TO THE WETLAND BUFFER EASEMENT SHOWN ON THE PLAT, IS SUBJECT TO THE WETLAND BUFFER EASEMENT RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE USE BY THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, LLC OF THE PORTION OF TRACT "R" THAT IS SUBJECT TO THE WETLAND BUFFER EASEMENT SHALL BE SUBJECT TO AND LIMITED BY THE PROVISIONS OF SUCH WETLAND BUFFER EASEMENT.
29. PLAT IS SUBJECT TO THE CONSERVATION EASEMENT GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED JUNE 1, 2005 IN BOOK 5565, PAGE 3008.
30. THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, LLC, SHALL CONCLUSIVELY BE DEEMED TO HAVE COVENANTED AND AGREED, TO CARE FOR AND MAINTAIN THE SURFACE OF THE LAND THAT IS SUBJECT TO THE WETLAND BUFFER EASEMENT, AS REQUIRED AND DESCRIBED IN THE WETLAND BUFFER EASEMENT.



Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

WESTPORT RESERVE PHASE 2C

REPLAT OF A PORTION OF TRACT H, WESTPORT RESERVE, PLAT BOOK 57,
PAGES 136-147, LYING IN SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, BEING IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE OCCUPIED SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE RUN S01°05'50"E A DISTANCE OF 190.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE RUN S88°57'35"W ALONG THE OCCUPIED NORTHERLY LINE OF TOMOKA FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 192, AND RE-RECORDED IN MAP BOOK 22, PAGES 168 AND 169, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 1759.19; THENCE DEPARTING SAID NORTHERLY LINE, N05°01'17"E, A DISTANCE OF 553.51 FEET; THENCE N01°49'52"E, A DISTANCE OF 273.84 FEET; THENCE N83°41'13"E, A DISTANCE OF 132.78 FEET; THENCE N01°02'25"W, A DISTANCE OF 326.22 FEET TO THE POINT OF BEGINNING; THENCE N03°23'50"W, A DISTANCE OF 265.22 FEET; THENCE N00°19'56"E, A DISTANCE OF 134.14 FEET; THENCE N89°40'04"W, A DISTANCE OF 18.00 FEET; THENCE N00°19'56"E, A DISTANCE OF 50.00 FEET; THENCE S89°40'04"E, A DISTANCE OF 78.53 FEET; THENCE N00°19'56"E, A DISTANCE OF 131.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TOWN WEST BOULEVARD (100' RIGHT OF WAY) PER OFFICIAL RECORDS BOOK 5310, PAGE 1038, OF AFORESAID PUBLIC RECORDS; THENCE S89°40'04"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 531.71 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S00°19'56"W, A DISTANCE OF 148.68 FEET; THENCE S03°20'57"W, A DISTANCE OF 75.00 FEET; THENCE S07°02'00"W, A DISTANCE OF 72.12 FEET; THENCE S18°45'30"E, A DISTANCE OF 55.53 FEET; THENCE S00°22'25"W, A DISTANCE OF 50.34 FEET; THENCE S07°02'00"W, A DISTANCE OF 77.06 FEET; THENCE S42°03'29"W, A DISTANCE OF 123.35 FEET; THENCE S88°47'25"W, A DISTANCE OF 489.84 FEET TO THE POINT OF BEGINNING.

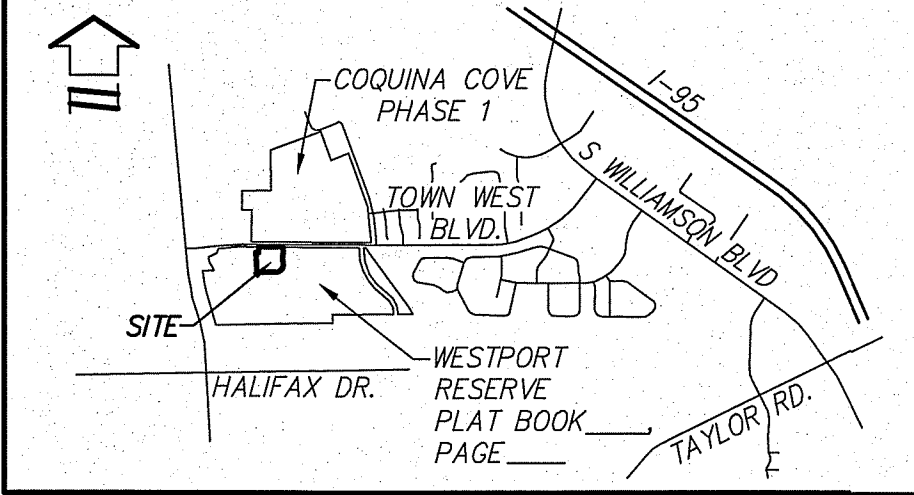
CONTAINING: 325124.54 SQUARE FEET OR 7.464 ACRES.

LEGEND AND ABBREVIATIONS:

- AC ACRES
- CB CHORD BEARING
- CCR CERTIFIED CORNER RECORD
- CH CHORD DISTANCE
- CL CENTER LINE
- CM CONCRETE MONUMENT
- D.E. DRAINAGE EASEMENT
- D.U.A.M. DRAINAGE, UTILITY, ACCESS AND MAINTENANCE EASEMENT
- D.W.E. DRAINAGE AND WALL EASEMENT
- FND FOUND
- ID IDENTIFICATION
- IP IRON PIPE
- IPC IRON PIPE & CAP
- IR IRON ROD
- IRC IRON ROD & CAP
- L ARC LENGTH
- LB LICENSED BUSINESS
- MB MAP BOOK
- N/D NAIL & DISK
- NC NUMBER
- (NR) NON-RADIAL
- ORB OFFICIAL RECORDS BOOK
- (OA) OVERALL
- (P) PLAT
- PC POINT OF CURVATURE
- PCP PERMANENT CONTROL POINT
- PG(S) PAGE/PAGES
- PI POINT OF INTERSECTION
- PLS PROFESSIONAL LAND SURVEYOR
- PNT POINT OF NON-TANGENCY
- PRC POINT OF REVERSE CURVATURE
- PRL POINT ON A RADIAL LINE
- PRM PERMANENT REFERENCE MONUMENT
- PSM PROFESSIONAL SURVEYOR MAPPER
- PT POINT OF TANGENCY
- R RADIUS
- (R) RADIAL
- R/W RIGHT OF WAY
- SEC SECTION-TOWNSHIP-RANGE
- (TYP) TYPICAL
- U.E. UTILITY EASEMENT
- Δ CENTRAL ANGLE
- /- BREAK LINE

SHEET INDEX
SHEET 1 - COVER SHEET, NOTES,
LEGEND/ABBREVIATIONS
SHEET 2 - DETAIL SHEET

VICINITY MAP (NOT TO SCALE)



CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED WESTPORT RESERVE PHASE 2C, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON AS REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

William D. Donley
WILLIAM D. DONLEY, (FSM)
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5381
DEWBERRY ENGINEERS, INC.
131 WEST KALEY STREET,
ORLANDO, FLORIDA 32806

CERTIFICATE OF AUTHORIZATION NO. (LB) LICENSED BUSINESS 8011

MAP BOOK: PAGE:

WESTPORT RESERVE PHASE 2C
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WESTPORT RESERVE, LLC, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED WESTPORT RESERVE PHASE 2C LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL STREETS, ROADS, ALLEYS, SIDEWALKS, BIKE PATHS, AND OTHER RIGHTS-OF-WAY SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, DEDICATED TO THE CITY OF PORT ORANGE. ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER LINES CONSTRUCTED WITH THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, MAINTENANCE, ACCESS, UTILITY, AND VEHICULAR ACCESS CONTROL EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, UTILITY, ACCESS AND MAINTENANCE EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, ALSO, UNLESS OTHERWISE INDICATED, GRANTED TO THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES.

ALL TRACTS AND OTHER AREAS SHOWN OR DEPICTED HEREON AS COMMON OPEN SPACE AREAS ARE HEREBY GRANTED TO THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. FOR THE PURPOSES AS SET FORTH IN THE GENERAL NOTES.

TRACTS "R", "S", "T", AND "U" DEPICTED HEREON AS COMMON OPEN SPACE AREAS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF COMMON OPEN SPACE.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICER NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON _____, A.D. 2017.

WESTPORT RESERVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

SEAL

TITLE: _____

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS: SIGNATURE PRINTED NAME

WITNESS: SIGNATURE PRINTED NAME

STATE OF FLORIDA, COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ 2017 BY _____, AS _____ FOR WESTPORT RESERVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HE IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC PRINTED, TYPED OR STAMPED NOTARY NAME

NOTARY PUBLIC, STATE OF _____ (NOTARY SEAL)

COMMISSION NO.: _____ EXPIRATION: _____

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED WESTPORT RESERVE PHASE 2C WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____, 2017.

MAYOR OF THE CITY OF PORT ORANGE DATE

ATTEST: _____ CITY CLERK OF THE CITY OF PORT ORANGE

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

SIGNATURE DATE

PRINTED NAME: _____ P.L.S. NO. _____

PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED WESTPORT RESERVE PHASE 2C WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____, 2017.

CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION DATE

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS STATED IN CHAPTER 177, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____, 2017 AT _____ A.M. / P.M., FILE NO. _____

BY: _____ CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

SHEET 1 OF 2



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

WESTPORT RESERVE PHASE 2C

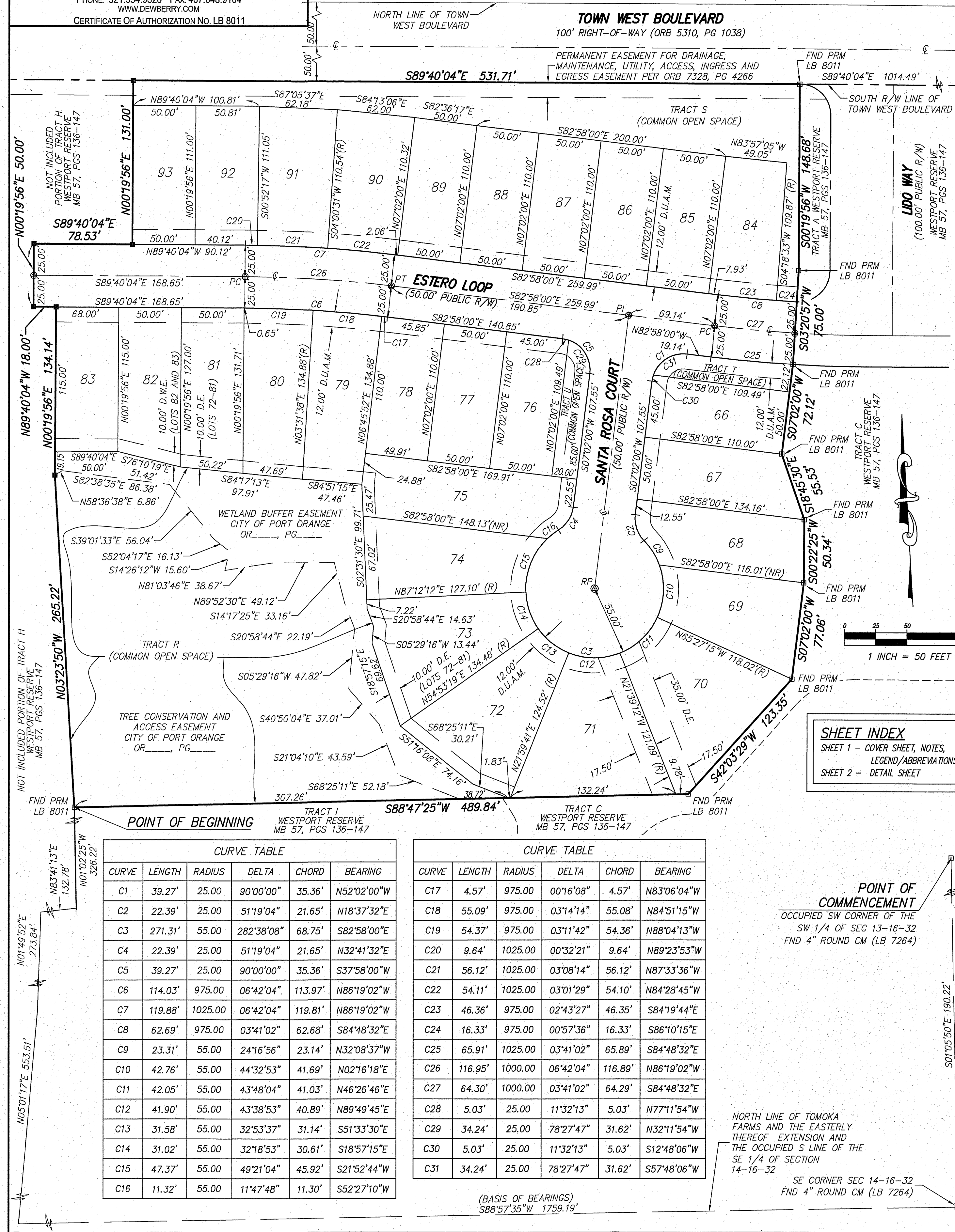
REPLAT OF A PORTION OF TRACT H, WESTPORT RESERVE, PLAT BOOK 57,
PAGES 136-147, LYING IN SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

- MONUMENTATION:
 - - DENOTES PERMANENT REFERENCE MONUMENT FOUND STAMPED AS NOTED
 - - DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 8011
 - - DENOTES PERMANENT CONTROL POINT SET NAIL AND DISK STAMPED PCP LB 8011
- ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED
(R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE. (NR) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE
- DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- ACCURACY:
 - THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000.
 - THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE OCCUPIED SOUTH LINE OF THE SE 1/4 OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, HAVING A BEARING OF S88°57'35"W.
- NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITY, ACCESS AND MAINTENANCE EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT:
 - ENTIRE STREET FRONTS OF LOTS AND COMMON OPEN SPACE AREAS: 12.00 FEET WIDE
- UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, TELECOMMUNICATION.
- ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- SINGLE FAMILY RESIDENTIAL BUILDING SETBACK REQUIREMENTS:
 - FRONT = 25 FEET
 - REAR = 20 FEET
 - SIDE = LOTS ≤ 65' = 5 FEET
 - LOTS > 65' = 7.5 FEET
 - SIDE CORNER = 20 FEET
- SINGLE FAMILY RESIDENTIAL LOT COVERAGE REQUIREMENTS:
 - MINIMUM OPEN SPACE AREA = 40%
 - MAXIMUM BUILDING COVERAGE = 50%
 - MAXIMUM BUILDING HEIGHT = 36 FEET
- THE COMMON OPEN SPACE AREAS SHOWN ON THIS PLAT AND OWNED BY THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. (TRACTS "R", "S", "T" AND "U") SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC.'S AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS REFERENCED IN NOTE 17. THE GRANTING OF SUCH COMMON OPEN SPACE AREAS IS NOT INTENDED TO GRANT ANY RIGHTS TO THE GENERAL PUBLIC.
- THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED AND DEVELOPED BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON OPEN SPACE AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEN ALL PROPERTY OWNERS OF RECORD FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 400-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- COMMON OPEN SPACE AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
- THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON OPEN SPACE AREAS.
- LOTS 66-93 AND TRACTS "R", "S", "T", AND "U", AS SHOWN HEREON, ARE SUBJECT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, et. seq., OF THE PUBLIC RECORDS OF VOLUSIA COUNTY.
- PORTIONS OF THE LANDS SHOWN IN THIS PLAT ARE SUBJECT TO EASEMENT AND COST SHARING AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA IN BOOK 7328, PAGE 4233, et. seq.
- ALL OF THE LANDS SHOWN WITHIN THIS PLAT (EXCEPT AS OTHERWISE AMENDED BY THE EASEMENT AND COST-SHARING AGREEMENT REFERENCED IN NOTE 18), ARE SUBJECT TO DECLARATION OF EASEMENTS RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA IN BOOK 7313, PAGE 2181, et. al.
- LOT CORNERS WILL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091 (9).
- PROPERTY WITHIN THIS PLAT IS SUBJECT TO THE MINERAL QUIT-CLAIM DEED AND ASSIGNMENT (WITH RESERVATION OF ROYALTY, BUT NOT ACCESS, TO GRANTORS) RECORDED SEPTEMBER 12, 1984 IN BOOK 2605, PAGE 1907 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.
- PLAT IS SUBJECT TO THE POST-CLOSING AGREEMENT BY AND BETWEEN D.S.C. OF NEWARK ENTERPRISES, INC., A DELAWARE CORPORATION; TOMOKA FARMS DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND OLSON & ASSOCIATES OF NW FLORIDA, INC., A FLORIDA CORPORATION AS RECORDED MAY 1, 2004 IN BOOK 5310, PAGE 1041, AS AFFECTED BY: SUPPLEMENT TO POST-CLOSING AGREEMENT RECORDED NOVEMBER 19, 2004 IN BOOK 5440, PAGE 2440, SECOND SUPPLEMENT TO POST-CLOSING AGREEMENT RECORDED NOVEMBER 2, 2005 IN BOOK 5690, PAGE 2714 AND THIRD SUPPLEMENT TO POST-CLOSING AGREEMENT RECORDED JUNE 7, 2016 IN OFFICIAL RECORDS BOOK 7262, PAGE 1239.
- A PORTION OF THE PROPERTY WITHIN THE PLAT IS CONTAINED WITHIN THE LIMITS OF THE SUBDIVISION PLAT EXEMPTION WITH THE CITY OF PORT ORANGE LAND DEVELOPMENT CODE OF SANCTUARY AT WESTPORT SUBDIVISION PLAT EXEMPTION (OVERALL PARCEL) RECORDED JUNE 14, 2016 IN OFFICIAL RECORDS BOOK 7265, PAGE 669.
- TRACTS A AND S, AS DEPICTED IN THIS PLAT, ARE SUBJECT TO ACCESS, DRAINAGE, UTILITIES AND MAINTENANCE EASEMENT RECORDED IN OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA IN OFFICIAL RECORDS BOOK 7328 PAGE 4266.
- THE 10' WIDE DRAINAGE EASEMENT DEPICTED ON THE REAR OF LOTS 72-83 IS FOR MAINTENANCE OF AN ATTENUATION AND POLLUTION ABATEMENT SWALE.
- THE 10' WIDE DRAINAGE EASEMENT DEPICTED ON THE REAR OF LOTS 82-83 IS ALSO FOR MAINTENANCE OF A WALL ALONG THE SOUTHERN EDGE OF SUCH EASEMENT AREA.
- TRACT "R" IS SUBJECT TO THE TREE CONSERVATION AND ACCESS EASEMENT GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THE PORTIONS OF TRACT "R" SHOWN AS SUBJECT TO THE WETLAND BUFFER EASEMENT SHOWN ON THE PLAT, IS SUBJECT TO THE WETLAND BUFFER EASEMENT RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE USE BY THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, LLC OF THE PORTION OF TRACT "R" THAT IS SUBJECT TO THE WETLAND BUFFER EASEMENT SHALL BE SUBJECT TO AND LIMITED BY THE PROVISIONS OF SUCH WETLAND BUFFER EASEMENT.
- PLAT IS SUBJECT TO THE CONSERVATION EASEMENT GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED JUNE 1, 2005 IN BOOK 5565, PAGE 3008.
- THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, LLC, SHALL CONCLUSIVELY BE DEEMED TO HAVE COVENANTED AND AGREED, TO CARE FOR AND MAINTAIN THE SURFACE OF THE LAND THAT IS SUBJECT TO THE WETLAND BUFFER EASEMENT, AS REQUIRED AND DESCRIBED IN THE WETLAND BUFFER EASEMENT.

MAP BOOK:

PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	39.27'	25.00'	90°00'00"	35.36'	N52°02'00"W
C2	22.39'	25.00'	51°19'04"	21.65'	N18°37'32"E
C3	271.31'	55.00'	282°38'08"	68.75'	S82°58'00"E
C4	22.39'	25.00'	51°19'04"	21.65'	N32°41'32"E
C5	39.27'	25.00'	90°00'00"	35.36'	S37°58'00"W
C6	114.03'	975.00'	06°42'04"	113.97'	N86°19'02"W
C7	119.88'	1025.00'	06°42'04"	119.81'	N86°19'02"W
C8	62.69'	975.00'	03°41'02"	62.68'	S84°48'32"E
C9	23.31'	55.00'	24°16'56"	23.14'	N32°08'37"W
C10	42.76'	55.00'	44°32'53"	41.69'	N02°16'18"E
C11	42.05'	55.00'	43°48'04"	41.03'	N46°26'46"E
C12	41.90'	55.00'	43°38'53"	40.89'	N89°49'45"E
C13	31.58'	55.00'	32°53'37"	31.14'	S51°33'30"E
C14	31.02'	55.00'	32°18'53"	30.61'	S18°57'15"E
C15	47.37'	55.00'	49°21'04"	45.92'	S21°52'44"W
C16	11.32'	55.00'	11°47'48"	11.30'	S52°27'10"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C17	4.57'	975.00'	00°16'08"	4.57'	N83°06'04"W
C18	55.09'	975.00'	03°14'14"	55.08'	N84°51'15"W
C19	54.37'	975.00'	03°11'42"	54.36'	N88°04'13"W
C20	9.64'	1025.00'	00°32'21"	9.64'	N89°23'53"W
C21	56.12'	1025.00'	03°08'14"	56.12'	N87°33'36"W
C22	54.11'	1025.00'	03°01'29"	54.10'	N84°28'45"W
C23	46.36'	975.00'	02°43'27"	46.35'	S84°19'44"E
C24	16.33'	975.00'	00°57'36"	16.33'	S86°10'15"E
C25	65.91'	1025.00'	03°41'02"	65.89'	S84°48'32"E
C26	116.95'	1000.00'	06°42'04"	116.89'	N86°19'02"W
C27	64.30'	1000.00'	03°41'02"	64.29'	S84°48'32"E
C28	5.03'	25.00'	11°32'13"	5.03'	N77°11'54"W
C29	34.24'	25.00'	78°27'47"	31.62'	N32°11'54"W
C30	5.03'	25.00'	11°32'13"	5.03'	S12°48'06"W
C31	34.24'	25.00'	78°27'47"	31.62'	S57°48'06"W

POINT OF COMMENCEMENT
OCCUPIED SW CORNER OF THE
SW 1/4 OF SEC 13-16-32
FND 4" ROUND CM (LB 7264)

NORTH LINE OF TOMOKA
FARMS AND THE EASTERLY
THEREOF EXTENSION AND
THE OCCUPIED S LINE OF THE
SE 1/4 OF SECTION
14-16-32
SE CORNER SEC 14-16-32
FND 4" ROUND CM (LB 7284)

**The Golf Club at Cypress Head
Course Cash Flow Report
December 31, 2016**

	<u>December</u>	<u>YTD</u>
EBITDA	\$3,690.47	(\$20,856.12)
Management Fee Expense	(5,712.85)	(17,138.55)
Depreciation & Amortization	(153.61)	(458.83)
Net Income	(2,175.99)	(38,453.50)
Working Capital Changes		
Inventory	(2,391.56)	(7,026.76)
Receivables	2,359.77	92,253.54
Payables	(34,264.75)	(50,607.51)
Due to from the City	(122.89)	499.93
Prepays	(3,230.02)	(2,402.77)
Accrued Liabilities	13,018.28	(28,384.76)
Other Liabilities	(13,360.09)	(82,032.04)
Depreciation & Amortization	153.61	458.83
Operating Cash Flow	(40,013.64)	(115,695.04)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(40,013.64)</u>	<u>(115,695.04)</u>
Beginning Cash	101,319.70	177,001.10
Net Cash Flows	<u>(40,013.64)</u>	<u>(115,695.04)</u>
Ending Cash	<u>61,306.06</u>	<u>61,306.06</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Three Months Ending December 31, 2016

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	97,965	212,201	1,077,267	20%	95,092	270,264	1,116,089	24%
Merchandise	4,454	11,516	54,320	21%	4,869	15,633	57,514	27%
Other Pro Shop	720	1,247	14,505	9%	825	1,754	11,540	15%
Range	3,173	6,230	34,150	18%	2,776	8,352	34,679	24%
Food and Beverage	0	0	137		0	0	0	
Other Operating Revenues	3,481	7,393	37,806	20%	3,149	9,441	39,852	24%
TOTAL REVENUE	109,794	238,586	1,218,185	20%	106,710	305,444	1,259,674	24%
COST OF SALES								
Merchandise	4,004	10,081	36,189	28%	2,789	9,095	40,260	23%
TOTAL COGS	4,004	10,081	36,189	28%	2,789	9,095	40,260	23%
COGS - Merchandise %	89.9%	87.5%	66.6%	131.4%	57.3%	58.2%	70.0%	83.1%
PAYROLL								
Course and Grounds	30,861	91,009	339,558	27%	32,688	91,418	351,366	26%
Carts, Range, Starters, Etc.	7,204	17,253	81,091	21%	6,431	20,221	92,546	22%
Pro Shop	5,508	15,856	53,209	30%	2,931	11,087	55,398	20%
General and Administrative	11,746	31,545	127,363	25%	10,733	32,145	129,158	25%
Marketing	4,480	12,426	48,834	25%	4,299	12,464	49,603	25%
TOTAL PAYROLL	59,800	168,088	650,054	26%	57,081	167,335	678,071	25%
OPERATING EXPENSES								
Course and Grounds	16,165	52,378	247,630	21%	16,767	57,105	212,591	27%
Carts, Range, Starters, Etc.	8,368	22,872	80,708	28%	6,328	20,701	85,302	24%
Pro Shop	0	574	10,107	6%	1,339	1,064	9,015	12%
Food and Beverage	0	185	322	57%	0	0	0	
General and Administrative	19,678	55,522	197,823	28%	18,139	66,181	205,607	32%
Marketing	1,893	16,784	34,250	49%	575	4,820	33,063	15%
TOTAL OPERATING EXPENSES	46,104	148,315	570,840	26%	43,149	149,871	545,578	27%
TOTAL EXPENSES	109,908	326,484	1,257,084	26%	103,019	326,300	1,263,909	26%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(18,795)	(70,211)	27%	(5,713)	(17,139)	(69,924)	25%
Depreciation & Amortization	(381)	(1,143)	(11,147)	10%	(154)	(459)	(4,572)	10%
TOTAL OTHER INCOME (EXPENSE)	(6,094)	(19,938)	(81,358)	25%	(5,866)	(17,597)	(74,496)	24%
NET INCOME	(6,208)	(107,836)	(120,257)	90%	(2,176)	(38,454)	(78,731)	49%
Paid Rounds	3,080	6,783	34,878	19%	2,778	8,578	38,696	22%
Annual Pass Rounds	873	1,715	8,657	20%	795	2,205	5,051	44%
Other Rounds	251	467	2,437	19%	260	685	2,812	24%
Total Rounds	4,204	8,965	45,972	20%	3,833	11,468	46,559	25%
Revenue/Paid Rounds	36	35	35	101%	38	36	33	109%
Revenue/Total Rounds	26	27	26	100%	28	27	27	98%

The Golf Club at Cypress Head
For the Three Months Ending December 31, 2016

	<u>12/31/16</u>	<u>09/30/16</u>	<u>12/31/15</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	0	0	140,410
Cash - Depository	59,956	176,360	0
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	<u>500</u>	<u>(209)</u>	<u>(3,742)</u>
Total Cash	<u>61,306</u>	<u>177,001</u>	<u>137,518</u>
Accounts Receivable			
A/R Member	<u>340</u>	<u>92,593</u>	<u>3,517</u>
Total Accounts Receivable	<u>340</u>	<u>92,593</u>	<u>3,517</u>
Other Current Assets			
Inventory - Merchandise	23,260	16,234	17,613
Prepaid Insurance	14,755	10,248	14,557
Prepaid Exp - Other	<u>4,934</u>	<u>7,038</u>	<u>6,595</u>
Total Other Current Assets	<u>42,950</u>	<u>33,520</u>	<u>38,765</u>
TOTAL CURRENT ASSETS	<u>104,596</u>	<u>303,115</u>	<u>179,800</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	54,143
Furniture and Fixtures	0	0	9,045
Machinery & Equipment	<u>5,550</u>	<u>5,550</u>	<u>16,000</u>
Property Plant and Equipment	36,148	36,148	79,187
Accumulated Depreciation	<u>(24,695)</u>	<u>(24,236)</u>	<u>(57,272)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>11,453</u>	<u>11,911</u>	<u>21,915</u>
TOTAL ASSETS	<u><u>116,048</u></u>	<u><u>315,026</u></u>	<u><u>201,715</u></u>

The Golf Club at Cypress Head
For the Three Months Ending December 31, 2016

	<u>12/31/16</u>	<u>09/30/16</u>	<u>12/31/15</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	24,504	75,111	7,486
Accts Pay - Other	(109,889)	(110,389)	38,274
Accrued Expenses	4,669	7,783	152
Accrued Payroll	16,095	25,945	16,013
Accrued Taxes	3,819	13,903	9,698
Accrued Interest	0	5,337	0
Deferred Revenue	215,305	297,337	237,929
TOTAL CURRENT LIABILITIES	<u>154,503</u>	<u>315,027</u>	<u>309,551</u>
 TOTAL LIABILITIES	 <u>154,503</u>	 <u>315,027</u>	 <u>309,551</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(38,455)</u>	<u>(1)</u>	<u>(107,836)</u>
Net Retained Earnings	<u>(38,455)</u>	<u>(1)</u>	<u>(107,836)</u>
Stockholders Equity	<u>(38,455)</u>	<u>(1)</u>	<u>(107,836)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(38,455)</u>	<u>(1)</u>	<u>(107,836)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>116,048</u></u>	 <u><u>315,026</u></u>	 <u><u>201,715</u></u>

[illegible]

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending December 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
58,236	52,466	111%	57,466	101%	Green Fees	161,500	156,140	103%	124,289	130%	646,060	653,771
36,856	40,499	91%	40,499	91%	Cart Fee	108,765	121,324	90%	87,912	124%	470,029	481,559
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	(137)
280	60	467%	60	467%	Handicap Fee	320	140	229%	140	229%	4,567	5,069
345	400	86%	400	86%	Lessons	924	860	107%	610	151%	3,931	7,249
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	0	0%	0	74
200	260	77%	260	77%	Rental Clubs	510	697	73%	497	103%	3,042	2,620
4,869	4,454	109%	4,454	109%	Retail	15,633	14,015	112%	11,516	136%	57,514	58,573
2,776	2,773	100%	3,173	87%	Range	8,352	7,730	108%	6,230	134%	34,679	36,272
0	0	0%	0	0%	Food & Beverage	0	0	0%	0	0%	0	137
3,149	3,481	90%	3,481	90%	City Surcharge R & R	9,441	10,074	94%	7,393	128%	39,852	39,855
106,710	104,393	102%	109,794	97%	Total Revenues	305,444	310,980	98%	238,586	128%	1,259,674	1,285,042
COST OF GOODS SOLD												
2,789	3,118	89%	4,004	70%	COGS - Merchandise	9,095	9,811	93%	10,081	90%	40,260	35,203
2,789	3,118	89%	4,004	70%	Total COGS	9,095	9,811	93%	10,081	90%	40,260	35,203
103,921	101,275	103%	105,790	98%	GROSS MARGIN	296,349	301,169	98%	228,505	130%	1,219,414	1,249,839
57.29%	70.00%	81.83%	89.90%	63.73%	COGS - Merchandise %	58.18%	70.00%	83.11%	87.54%	66.46%	70.00%	720.45%
PAYROLL												
20,777	19,078	109%	18,420	113%	Gross Payroll - Salaried	61,763	57,234	108%	54,359	114%	228,936	239,070
25,773	27,382	94%	27,915	92%	Gross Payroll - Hourly	75,287	81,263	93%	82,513	91%	318,603	295,302
46,550	46,460	100%	46,335	100%	S/T Wages	137,050	138,497	99%	136,872	100%	547,539	534,371
3,458	3,555	97%	3,587	96%	Payroll Tax - FICA	10,296	10,597	97%	10,294	100%	41,893	40,044
214	210	102%	380	56%	Payroll Tax - UC	619	691	118%	1,311	62%	4,953	5,249
759	966	79%	1,366	56%	Payroll Tax - WC	2,752	2,879	96%	3,084	89%	11,719	10,931
6,100	5,818	105%	8,132	75%	Benefits	16,418	17,453	94%	16,527	99%	71,967	58,706
10,531	10,549	100%	13,465	78%	S/T Adders	30,284	31,620	96%	31,216	97%	130,532	114,930
57,081	57,009	100%	59,800	95%	TOTAL PAYROLL	167,335	170,117	98%	168,088	100%	678,071	649,301
OPERATING EXPENSES												
0	201	0%	101	0%	Cart Supplies	456	637	72%	838	54%	2,521	976
496	112	443%	12	4140%	Course Accessories	2,892	1,814	159%	744	389%	3,886	4,367
2,782	2,089	133%	1,689	165%	Fertilizer	8,873	8,089	110%	6,192	143%	25,094	41,496
0	0	0%	0	0%	Flowers/Decor	0	174	0%	74	0%	399	1,531
1,354	1,008	134%	1,208	112%	Fuel	2,589	3,133	83%	2,332	111%	13,026	11,594
0	0	0%	361	0%	Fungicides	1,071	806	133%	1,635	66%	4,045	4,659
649	623	104%	623	104%	Herbicides	3,736	3,713	101%	3,213	116%	15,068	21,044
1,572	1,190	132%	1,190	132%	Insecticides	5,327	4,509	118%	2,409	221%	15,077	17,868
187	459	41%	159	118%	Janitorial Supplies	546	985	55%	414	132%	4,136	4,208
160	100	160%	0	0%	Laundry/Uniforms	209	300	70%	0	0%	1,038	351
554	480	116%	530	105%	Office Supplies	856	1,586	54%	1,637	52%	4,366	3,920
0	0	0%	0	0%	Range Balls	1,455	1,730	84%	1,530	95%	3,330	2,475
132	174	76%	774	17%	Range Equipment	339	376	90%	796	43%	1,284	800
0	0	0%	0	0%	Range Expenses	0	10	0%	10	0%	460	13
926	0	0%	0	0%	Sand/Topdress	1,925	1,000	192%	2,692	72%	9,011	10,314
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
246	0	0%	0	0%	Small Tools	611	150	407%	0	0%	407	1,134
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	400	0%	0	0%	833	41
878	150	585%	0	0%	Supplies	878	450	195%	0	0%	1,801	3,460
0	0	0%	0	0%	Tournament Expense	(425)	574	-74%	574	-74%	1,174	(320)
411	181	227%	181	228%	Alarm System	1,144	363	315%	362	316%	1,425	3,201
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	890	0
0	237	0%	1,237	0%	Cart Repairs	0	437	0%	1,237	0%	1,855	88
190	4,165	5%	165	115%	Computer Service	571	4,440	13%	441	130%	6,912	3,263
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
32	0	0%	24	131%	Guest Relations	32	0	0%	49	65%	0	117
0	0	0%	0	0%	Handicap Expense	150	0	0%	0	0%	4,475	5,074
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
400	34	1176%	34	1185%	Irrigation	452	1,515	30%	515	88%	6,392	5,122
0	75	0%	0	0%	Lesson Expense	0	225	0%	0	0%	965	1,151
0	0	0%	0	0%	Pest Control	0	0	0%	0	0%	230	0
1,144	3,417	33%	4,367	26%	Repair & Maint - Equipment	6,167	6,783	91%	8,313	74%	22,585	29,264
439	0	0%	(561)	-78%	Repair & Maint - Building	664	1,148	58%	86	771%	3,208	3,930
5,356	5,356	100%	5,356	100%	Cart Lease	16,067	16,068	100%	16,068	100%	64,272	64,267
4,886	4,886	100%	4,512	108%	Equipment Lease	14,659	14,658	100%	13,536	108%	58,632	55,262
168	168	100%	168	100%	Off-Site Storage	504	504	100%	504	100%	1,974	2,053
1,055	1,093	97%	1,093	97%	Utilities - Electric	3,076	3,123	99%	3,123	99%	13,383	12,427
3,863	3,742	103%	3,742	103%	Utilities - Other	11,395	9,681	118%	9,681	118%	41,871	50,917
250	113	222%	248	101%	Utilities - Telephone/Fax	1,001	618	162%	754	133%	2,449	2,811
275	299	92%	299	92%	Utilities - Water	755	992	76%	991	76%	2,897	2,941

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending December 31, 2016

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
575	2,028	28%	1,778	32%	Advertising & Promotion	3,808	4,536	84%	4,036	94%	16,247	19,003
520	442	118%	442	117%	Bank Charges	1,436	758	189%	757	190%	1,382	3,949
(582)	0	0%	18	-3195%	Cash Short/(Over)	383	0	0%	103	373%	0	556
200	200	100%	175	114%	Cell Phone	650	675	96%	575	113%	2,475	2,250
3,149	3,481	90%	3,481	99%	City Surcharge R & R	9,441	10,074	94%	7,393	128%	39,852	39,855
(42)	131	-32%	131	-32%	Copier/Photocopies	18	166	11%	166	11%	671	614
1,742	2,352	74%	2,352	74%	Credit Card Discounts	7,581	9,070	84%	8,069	94%	27,744	23,013
0	0	0%	0	0%	Donations	(267)	0	0%	0	0%	0	97
0	0	0%	0	0%	Dues & Subscriptions	0	150	0%	150	0%	1,109	459
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	200	0
633	540	117%	40	1585%	Employee Relations	955	753	127%	553	173%	2,122	2,748
87	29	300%	29	300%	Employee Testing	203	131	155%	131	155%	244	623
3,858	3,871	100%	3,796	102%	Insurance Expense	11,575	11,538	100%	11,388	102%	46,377	45,898
0	0	0%	0	0%	Member Relations	38	131	29%	131	29%	649	38
0	0	0%	0	0%	Messenger Service - Fedex	104	83	126%	83	125%	403	452
0	1,500	0%	0	0%	Miscellaneous	864	5,522	16%	12,622	7%	13,291	1,569
0	5,800	0%	5,800	0%	O/S - Accounting	12,000	12,000	100%	12,000	100%	12,000	12,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	80	0
350	0	0%	0	0%	O/S - Other	350	0	0%	325	108%	9,218	17,263
2,291	366	626%	366	627%	Payroll Processing Fee	3,880	791	491%	790	491%	3,535	9,777
81	0	0%	0	0%	Postage/Shipping	142	39	365%	39	363%	634	239
0	(30)	0%	(30)	0%	Tax/Licenses/Fees	(90)	(60)	150%	(60)	150%	(100)	(285)
0	0	0%	0	0%	Theft Loss	0	0	0%	0	0%	0	0
43	30	144%	30	144%	Travel - Meals	128	92	139%	91	140%	683	1,929
1,837	769	239%	185	994%	Travel - Other	4,298	3,887	111%	3,619	119%	16,423	12,004
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	4,000	2,100
0	0	0%	0	0%	Employee Meals	0	200	0%	0	0%	669	25
43,149	51,861	83%	46,104	94%	TOTAL OPERATING EXPENSES	149,871	155,726	96%	148,315	101%	545,578	572,396
3,690	(7,595)	-49%	(114)	-3234%	EBITDA	(20,856)	(24,674)	85%	(87,897)	24%	(4,235)	28,142
5,713	5,827	98%	5,713	100%	Management Fee	17,139	17,481	98%	18,795	91%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	17,139	17,481	98%	18,795	91%	69,924	68,554
37	98	38%	98	38%	Deprec - Mach & Equip	111	294	38%	293	38%	1,176	1,745
117	283	41%	283	41%	Deprec - Buildings	348	849	41%	850	41%	3,396	8,718
154	381	40%	381	40%	S/T DEPR. & AMORT	459	1,143	40%	1,143	40%	4,572	10,463
(2,176)	(13,803)	16%	(6,208)	35%	NET INCOME	(38,454)	(43,298)	89%	(107,836)	36%	(78,731)	(50,875)

The Golf Club at Cypress Head
Course & Grounds
For the Three Months Ending December 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
58,236	52,466	111%	57,466	101%	Green Fees	161,500	156,140	103%	124,289	130%	646,060	653,771
3,149	3,481	90%	3,481	90%	City Surcharge R & R	9,441	10,074	94%	7,393	128%	39,852	39,855
61,385	55,947	110%	60,948	101%	Total Revenues	170,941	166,214	103%	131,682	130%	685,912	693,626
61,385	55,947	110%	60,948	101%	GROSS MARGIN	170,941	166,214	103%	131,682	130%	685,912	693,626
PAYROLL												
9,075	7,802	116%	6,881	132%	Gross Payroll - Salaried	27,067	23,406	116%	20,557	132%	93,624	101,178
17,286	15,738	110%	16,686	104%	Gross Payroll - Hourly	47,117	46,706	101%	53,049	89%	186,129	176,604
26,361	23,540	112%	23,567	112%	S/T Wages	74,184	70,112	106%	73,605	101%	279,753	277,782
1,855	1,801	103%	1,758	105%	Payroll Tax - FICA	5,271	5,364	98%	5,260	100%	21,402	19,669
145	47	309%	122	119%	Payroll Tax - UC	505	142	355%	585	86%	2,040	2,709
407	490	83%	664	61%	Payroll Tax - WC	1,374	1,459	94%	1,629	84%	5,990	5,364
3,920	3,409	115%	4,749	83%	Benefits	10,084	10,226	99%	9,931	102%	42,181	34,443
6,327	5,747	110%	7,294	87%	S/T Adders	17,234	17,191	100%	17,404	99%	71,613	62,185
32,688	29,287	112%	30,861	106%	TOTAL PAYROLL	91,418	87,303	105%	91,009	100%	351,366	339,967
OPERATING EXPENSES												
496	112	443%	12	4140%	Course Accessories	2,892	1,814	159%	744	389%	3,886	4,367
2,782	2,089	133%	1,689	165%	Fertilizer	8,873	8,089	110%	6,192	143%	25,094	41,496
0	0	0%	0	0%	Flowers/Decor	0	174	0%	74	0%	399	1,531
1,354	1,008	134%	1,208	112%	Fuel	2,589	3,133	83%	2,332	111%	13,026	11,594
0	0	0%	361	0%	Fungicides	1,071	806	133%	1,635	66%	4,045	4,659
649	623	104%	623	104%	Herbicides	3,736	3,713	101%	3,213	116%	15,068	21,044
1,572	1,190	132%	1,190	132%	Insecticides	5,327	4,509	118%	2,409	221%	15,077	17,868
926	0	0%	0	0%	Sand/Topdress	1,925	1,000	192%	2,692	72%	9,011	10,314
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
246	0	0%	0	0%	Small Tools	611	150	407%	0	0%	407	1,134
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	400	0%	0	0%	833	41
400	34	1176%	34	1185%	Irrigation	452	1,515	30%	515	88%	6,392	5,122
1,092	3,297	33%	4,322	25%	Repair & Maint - Equipment	4,189	6,079	69%	7,754	54%	20,663	25,500
0	0	0%	0	0%	Repair & Maint - Building	0	500	0%	0	0%	1,207	270
4,886	4,886	100%	4,512	108%	Equipment Lease	14,659	14,658	100%	13,536	108%	58,632	55,262
215	194	111%	194	111%	Utilities - Electric	692	730	95%	730	95%	2,703	2,509
1,688	1,594	106%	1,594	106%	Utilities - Other	4,433	4,733	94%	4,733	94%	16,748	21,824
99	98	101%	98	101%	Utilities - Telephone/Fax	298	303	98%	304	98%	1,072	1,204
275	299	92%	299	92%	Utilities - Water	755	992	76%	991	76%	2,897	2,941
0	100	0%	0	0%	Employee Relations	0	100	0%	0	0%	200	542
87	29	300%	29	300%	Employee Testing	203	131	155%	131	155%	244	623
0	0	0%	0	0%	O/S - Other	0	0	0%	325	0%	9,218	16,913
0	100	0%	0	0%	Travel - Other	0	300	0%	600	0%	1,700	1,200
16,767	15,653	107%	16,165	104%	TOTAL OPERATING EXPENSES	57,105	57,898	99%	52,378	109%	212,591	252,356
11,929	11,007	108%	13,922	86%	EBITDA	22,418	21,013	107%	(11,705)	-192%	121,955	101,303
11,929	11,007	108%	13,922	86%	NET INCOME	22,418	21,013	107%	(11,705)	-192%	121,955	101,303

The Golf Club at Cypress Head
Carts
For the Three Months Ending December 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
36,856	40,499	91%	40,499	91%	REVENUES	108,765	121,324	90%	87,912	124%	470,029	481,559
36,856	40,499	91%	40,499	91%	Cart Fee	108,765	121,324	90%	87,912	124%	470,029	481,559
36,856	40,499	91%	40,499	91%	Total Revenues	108,765	121,324	90%	87,912	124%	470,029	481,559
					GROSS MARGIN	108,765	121,324	90%	87,912	124%	470,029	481,559
5,818	7,415	78%	6,288	93%	PAYROLL	18,136	22,006	82%	15,211	119%	82,679	75,065
5,818	7,415	78%	6,288	93%	Gross Payroll - Hourly	18,136	22,006	82%	15,211	119%	82,679	75,065
					S/T Wages	18,136	22,006	82%	15,211	119%	82,679	75,065
455	567	80%	482	94%	Payroll Tax - FICA	1,449	1,683	86%	1,201	121%	6,323	5,910
56	123	46%	195	29%	Payroll Tax - UC	243	426	57%	503	48%	1,688	1,463
94	154	61%	187	50%	Payroll Tax - WC	378	457	83%	311	121%	1,767	1,521
9	8	107%	53	16%	Benefits	16	24	66%	26	60%	89	101
614	852	72%	916	67%	S/T Adders	2,085	2,590	81%	2,041	102%	9,867	8,995
6,431	8,267	78%	7,204	89%	TOTAL PAYROLL	20,221	24,596	82%	17,253	117%	92,546	84,060
0	201	0%	101	0%	OPERATING EXPENSES	456	637	72%	838	54%	2,521	976
0	237	0%	1,237	0%	Cart Supplies	0	437	0%	1,237	0%	1,855	88
5,356	5,356	100%	5,356	100%	Cart Repairs	16,067	16,068	100%	16,068	100%	64,272	64,267
841	899	94%	899	93%	Cart Lease	2,384	2,393	100%	2,393	100%	10,680	9,918
6,196	6,693	93%	7,594	82%	Utilities - Electric	18,908	19,535	97%	20,536	92%	79,328	75,248
24,228	25,539	95%	25,701	94%	TOTAL OPERATING EXPENSES	69,636	77,193	90%	50,123	139%	298,155	322,251
24,228	25,539	95%	25,701	94%	EBITDA	69,636	77,193	90%	50,123	139%	298,155	322,251
					NET INCOME	69,636	77,193	90%	50,123	139%	298,155	322,251

The Golf Club at Cypress Head
Range
For the Three Months Ending December 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,776	2,773	100%	3,173	87%	REVENUES	8,352	7,730	108%	6,230	134%	34,679	36,272
2,776	2,773	100%	3,173	87%	Range	8,352	7,730	108%	6,230	134%	34,679	36,272
2,776	2,773	100%	3,173	87%	Total Revenues	8,352	7,730	108%	6,230	134%	34,679	36,272
2,776	2,773	100%	3,173	87%	GROSS MARGIN	8,352	7,730	108%	6,230	134%	34,679	36,272
0	0	0%	0	0%	OPERATING EXPENSES	1,455	1,730	84%	1,530	95%	3,330	2,475
132	174	76%	774	17%	Range Balls	339	376	90%	796	43%	1,284	800
0	0	0%	0	0%	Range Equipment	0	10	0%	10	0%	460	13
0	75	0%	0	0%	Range Expenses	0	225	0%	0	0%	900	0
132	249	53%	774	17%	Repair & Maint - Equipment	1,794	2,341	77%	2,336	77%	5,974	3,289
2,644	2,524	105%	2,400	110%	TOTAL OPERATING EXPENSES	6,558	5,389	122%	3,894	168%	28,705	32,984
2,644	2,524	105%	2,400	110%	EBITDA	6,558	5,389	122%	3,894	168%	28,705	32,984
2,644	2,524	105%	2,400	110%	NET INCOME	6,558	5,389	122%	3,894	168%	28,705	32,984

The Golf Club at Cypress Head
F & B Cafe
For the Three Months Ending December 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
0	0	0%	0	0%	REVENUES							
0	0	0%	0	0%	Food & Beverage	0	0	0%	0	0%	0	137
0	0	0%	0	0%	Total Revenues	0	0	0%	0	0%	0	137
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	0	0%	0	137
0	0	0%	0	0%	OPERATING EXPENSES							
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	79	0%	0	0
0	0	0%	0	0%	Cash Short/(Over)	0	0	0%	0	0%	0	137
0	0	0%	0	0%	Theft Loss	0	0	0%	106	0%	0	0
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	0	0	0%	185	0%	0	137
0	0	0%	0	0%	EBITDA	0	0	0%	(185)	0%	0	0
0	0	0%	0	0%	NET INCOME	0	0	0%	(185)	0%	0	0

The Golf Club at Cypress Head
Golf Shop
For the Three Months Ending December 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	(137)
280	60	467%	60	467%	Handicap Fee	320	140	229%	140	229%	4,567	5,069
345	400	86%	400	86%	Lessons	924	860	107%	610	151%	3,931	7,249
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	0	0%	0	74
200	260	77%	260	77%	Rental Clubs	510	697	73%	497	103%	3,042	2,620
4,869	4,454	109%	4,454	109%	Retail	15,633	14,015	112%	11,516	136%	57,514	58,573
5,694	5,174	110%	5,174	110%	Total Revenues	17,387	15,712	111%	12,762	136%	69,054	73,448
COST OF GOODS SOLD												
2,789	3,118	89%	4,004	70%	COGS - Merchandise	9,095	9,811	93%	10,081	90%	40,260	35,203
2,789	3,118	89%	4,004	70%	Total COGS	9,095	9,811	93%	10,081	90%	40,260	35,203
2,905	2,056	141%	1,170	248%	GROSS MARGIN	8,292	5,901	141%	2,681	309%	28,794	38,245
57.29%	70.00%	81.83%	89.90%	63.73%	COGS - Merchandise %	58.18%	70.00%	83.11%	87.54%	66.46%	70.00%	720.45%
PAYROLL												
2,670	4,229	63%	4,941	54%	Gross Payroll - Hourly	10,034	12,551	80%	14,253	70%	49,795	43,633
2,670	4,229	63%	4,941	54%	S/T Wages	10,034	12,551	80%	14,253	70%	49,795	43,633
204	324	63%	363	56%	Payroll Tax - FICA	788	961	82%	1,094	72%	3,812	3,393
12	35	35%	63	19%	Payroll Tax - UC	71	108	66%	223	32%	728	570
44	88	50%	141	31%	Payroll Tax - WC	193	261	74%	286	68%	1,063	844
261	447	58%	567	46%	S/T Adders	1,052	1,330	79%	1,603	66%	5,603	4,807
2,931	4,676	63%	5,508	53%	TOTAL PAYROLL	11,087	13,881	80%	15,856	70%	55,398	48,440
OPERATING EXPENSES												
461	50	922%	0	0%	Office Supplies	461	150	307%	0	0%	600	1,200
878	150	585%	0	0%	Supplies	878	450	195%	0	0%	1,801	3,460
0	0	0%	0	0%	Tournament Expense	(425)	574	-74%	574	-74%	1,174	(320)
0	0	0%	0	0%	Handicap Expense	150	0	0%	0	0%	4,475	5,074
0	75	0%	0	0%	Lesson Expense	0	225	0%	0	0%	965	1,151
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	0	31
1,339	275	487%	0	0%	TOTAL OPERATING EXPENSES	1,064	1,399	76%	574	185%	9,015	10,597
(1,365)	(2,895)	47%	(4,338)	31%	EBITDA	(3,858)	(9,379)	41%	(13,748)	28%	(35,619)	(20,791)
(1,365)	(2,895)	47%	(4,338)	31%	NET INCOME	(3,858)	(9,379)	41%	(13,748)	28%	(35,619)	(20,791)

The Golf Club at Cypress Head
G & A
For the Three Months Ending December 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
8,138	7,905	103%	7,961	102%	Gross Payroll - Salaried	24,415	23,715	103%	23,566	104%	94,860	97,451
8,138	7,905	103%	7,961	102%	S/T Wages	24,415	23,715	103%	23,566	104%	94,860	97,451
688	605	114%	716	96%	Payroll Tax - FICA	2,050	1,815	113%	2,000	102%	7,260	8,173
0	0	0%	0	0%	Payroll Tax - UC	0	0	0%	0	0%	291	344
158	164	96%	276	57%	Payroll Tax - WC	617	492	126%	644	96%	2,031	2,433
1,749	1,993	88%	2,793	63%	Benefits	5,062	5,979	85%	5,335	95%	24,716	19,562
2,594	2,762	94%	3,785	69%	S/T Adders	7,730	8,286	93%	7,979	97%	34,298	30,512
10,733	10,667	101%	11,746	91%	TOTAL PAYROLL	32,145	32,001	100%	31,545	102%	129,158	127,963
OPERATING EXPENSES												
187	459	41%	159	118%	Janitorial Supplies	546	985	55%	414	132%	4,136	4,208
160	100	160%	0	0%	Laundry/Uniforms	209	300	70%	0	0%	1,038	351
93	430	22%	530	18%	Office Supplies	395	1,436	28%	1,637	24%	3,766	2,720
411	181	227%	181	228%	Alarm System	1,144	363	315%	362	316%	1,425	3,201
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	890	0
190	4,165	5%	165	115%	Computer Service	571	4,440	13%	441	130%	6,912	3,263
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
32	0	0%	24	131%	Guest Relations	32	0	0%	49	65%	0	117
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
0	0	0%	0	0%	Pest Control	0	0	0%	0	0%	230	0
51	45	114%	45	114%	Repair & Maint - Equipment	1,978	479	413%	479	413%	1,022	3,764
439	0	0%	(561)	-78%	Repair & Maint - Building	664	648	103%	86	771%	2,001	3,629
168	168	100%	168	100%	Off-Site Storage	504	504	100%	504	100%	1,974	2,053
2,176	2,148	101%	2,148	101%	Utilities - Other	6,962	4,948	141%	4,948	141%	25,123	29,093
151	15	1007%	150	101%	Utilities - Telephone/Fax	703	315	223%	450	156%	1,377	1,608
520	442	118%	442	117%	Bank Charges	1,436	758	189%	757	190%	1,382	3,949
(582)	0	0%	18	-3195%	Cash Short/(Over)	383	0	0%	103	373%	0	419
200	200	100%	175	114%	Cell Phone	650	675	96%	575	113%	2,475	2,250
3,149	3,481	90%	3,481	90%	City Surcharge R & R	9,441	10,074	94%	7,393	128%	39,852	39,855
(42)	131	-32%	131	-32%	Copier/Photocopies	18	166	11%	166	11%	671	614
1,742	2,352	74%	2,352	74%	Credit Card Discounts	7,581	9,070	84%	8,069	94%	27,744	23,013
0	0	0%	0	0%	Donations	(267)	0	0%	0	0%	0	97
0	0	0%	0	0%	Dues & Subscriptions	0	150	0%	150	0%	1,109	459
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	200	0
633	440	144%	40	1585%	Employee Relations	955	653	146%	553	173%	1,922	2,207
3,858	3,871	100%	3,796	102%	Insurance Expense	11,575	11,538	100%	11,388	102%	46,377	45,898
0	0	0%	0	0%	Member Relations	38	131	29%	131	29%	649	38
0	0	0%	0	0%	Messenger Service - Fedex	104	83	126%	83	125%	403	452
0	0	0%	0	0%	Miscellaneous	(36)	906	-4%	1,006	-4%	1,675	669
0	5,800	0%	5,800	0%	O/S - Accounting	12,000	12,000	100%	12,000	100%	12,000	12,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	80	0
350	0	0%	0	0%	O/S - Other	350	0	0%	0	0%	0	350
2,291	366	626%	366	627%	Payroll Processing Fee	3,880	791	491%	790	491%	3,535	9,777
81	0	0%	0	0%	Postage/Shipping	142	39	365%	39	363%	634	236
0	(30)	0%	(30)	0%	Tax/Licenses/Fees	(90)	(60)	150%	(60)	150%	(100)	(285)
43	30	144%	30	144%	Travel - Meals	128	92	139%	91	140%	683	1,929
1,837	569	323%	69	2665%	Travel - Other	4,186	3,287	127%	2,788	150%	13,523	10,521
0	0	0%	0	0%	Employee Meals	0	200	0%	0	0%	669	25
18,139	25,363	72%	19,678	92%	TOTAL OPERATING EXPENSES	66,181	65,101	102%	55,522	119%	205,607	208,483
(28,872)	(36,030)	80%	(31,424)	92%	EBITDA	(98,326)	(97,102)	101%	(87,067)	113%	(334,765)	(336,446)
5,713	5,827	98%	5,713	100%	Management Fee	17,139	17,481	98%	18,795	91%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	17,139	17,481	98%	18,795	91%	69,924	68,554
37	98	38%	98	38%	Deprec - Mach & Equip	111	294	38%	293	38%	1,176	1,745
117	283	41%	283	41%	Deprec - Buildings	348	849	41%	850	41%	3,396	8,718
154	381	40%	381	40%	S/T DEPR. & AMORT	459	1,143	40%	1,143	40%	4,572	10,463
(34,738)	(42,238)	82%	(37,518)	93%	NET INCOME	(115,923)	(115,726)	100%	(107,005)	108%	(409,261)	(415,463)

The Golf Club at Cypress Head
Marketing
For the Three Months Ending December 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,563	3,371	106%	3,578	100%	Gross Payroll - Salaried	10,281	10,113	102%	10,236	100%	40,452	40,441
3,563	3,371	106%	3,578	100%	S/T Wages	10,281	10,113	102%	10,236	100%	40,452	40,441
256	258	99%	268	96%	Payroll Tax - FICA	738	774	95%	739	100%	3,096	2,899
0	5	0%	0	0%	Payroll Tax - UC	0	15	0%	0	0%	206	163
57	70	81%	98	58%	Payroll Tax - WC	189	210	90%	215	88%	868	769
423	408	104%	537	79%	Benefits	1,256	1,224	103%	1,235	102%	4,981	4,600
736	741	99%	902	82%	S/T Adders	2,183	2,223	98%	2,190	100%	9,151	8,431
4,299	4,112	105%	4,480	96%	TOTAL PAYROLL	12,464	12,336	101%	12,426	100%	49,603	48,872
					OPERATING EXPENSES							
575	2,028	28%	1,778	32%	Advertising & Promotion	3,808	4,536	84%	4,036	94%	16,247	19,003
0	1,500	0%	0	0%	Miscellaneous	900	4,616	19%	11,616	8%	11,616	900
0	100	0%	116	0%	Travel - Other	112	300	37%	232	48%	1,200	283
0	0	0%	0	0%	Website Expenses	0	0	0%	900	0%	4,000	2,100
575	3,628	16%	1,893	30%	TOTAL OPERATING EXPENSES	4,820	9,452	51%	16,784	29%	33,063	22,287
(4,874)	(7,740)	63%	(6,374)	76%	EBITDA	(17,285)	(21,788)	79%	(29,210)	59%	(82,666)	(71,158)
(4,874)	(7,740)	63%	(6,374)	76%	NET INCOME	(17,285)	(21,788)	79%	(29,210)	59%	(82,666)	(71,158)

The Golf Club at Cypress Head

For the Three Months Ending December 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
95,092	92,965	102%	97,965	97%	Green Fees & Cart Fees	270,264	277,464	97%	212,201	127%	1,116,089	1,135,330
4,869	4,454	109%	4,454	109%	Merchandise	15,633	14,015	112%	11,516	136%	57,514	58,436
825	720	115%	720	115%	Other Pro Shop	1,754	1,697	103%	1,247	141%	11,540	15,012
2,776	2,773	100%	3,173	87%	Range	8,352	7,730	108%	6,230	134%	34,679	36,272
0	0	0%	0	0%	Food and Beverage	0	0	0%	0	0%	0	137
3,149	3,481	90%	3,481	90%	Other Operating Revenues	9,441	10,074	94%	7,393	128%	39,852	39,855
106,710	104,393	102%	109,794	97%	TOTAL REVENUE	305,444	310,980	98%	238,586	128%	1,259,674	1,285,042
COST OF SALES												
2,789	3,118	89%	4,004	70%	Merchandise	9,095	9,811	93%	10,081	90%	40,260	35,203
2,789	3,118	89%	4,004	70%	TOTAL COGS	9,095	9,811	93%	10,081	90%	40,260	35,203
57.3%	70.0%	81.8%	89.9%	63.7%	COGS - Merchandise %	58.2%	70.0%	83.1%	87.5%	66.5%	70.0%	720.5%
PAYROLL												
32,688	29,287	112%	30,861	106%	Course and Grounds	91,418	87,303	105%	91,009	100%	351,366	339,967
6,431	8,267	78%	7,204	89%	Carts, Range, Starters, Etc.	20,221	24,596	82%	17,253	117%	92,546	84,060
2,931	4,676	63%	5,508	53%	Pro Shop	11,087	13,881	80%	15,856	70%	55,398	48,440
10,733	10,667	101%	11,746	91%	General and Administrative	32,145	32,001	100%	31,545	102%	129,158	127,963
4,299	4,112	105%	4,480	96%	Marketing	12,464	12,336	101%	12,426	100%	49,603	48,672
57,081	57,009	100%	59,800	95%	TOTAL PAYROLL	167,335	170,117	98%	168,088	100%	678,071	649,301
OPERATING EXPENSES												
16,767	15,653	107%	16,165	104%	Course and Grounds	57,105	57,898	99%	52,378	109%	212,591	252,356
6,328	6,942	91%	8,368	76%	Carts, Range, Starters, Etc.	20,701	21,876	95%	22,872	91%	85,302	78,537
1,339	275	487%	0	0%	Pro Shop	1,064	1,399	76%	574	185%	9,015	10,597
0	0	0%	0	0%	Food and Beverage	0	0	0%	185	0%	0	137
18,139	25,363	72%	19,678	92%	General and Administrative	66,181	65,101	102%	55,522	119%	205,607	206,483
575	3,628	16%	1,893	30%	Marketing	4,820	9,452	51%	16,784	29%	33,063	22,287
43,149	51,861	83%	46,104	94%	TOTAL OPERATING EXPENSES	149,871	155,726	96%	148,315	101%	545,578	572,396
103,019	111,988	92%	109,908	94%	TOTAL EXPENSES	326,300	335,654	97%	326,484	100%	1,263,909	1,256,900
3,690	(7,595)	-49%	(114)	-3234%	EBITDA	(20,856)	(24,674)	85%	(87,897)	24%	(4,235)	28,142

The Golf Club at Cypress Head
For the Three Months Ending December 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,690	(7,595)	-49%	(114)	-3234%	EBITDA	(20,856)	(24,674)	85%	(87,897)	24%	(4,235)	28,142
(5,713)	(5,827)	98%	(5,713)	100%	MANAGEMENT FEES	(17,139)	(17,481)	98%	(18,795)	91%	(69,924)	(68,554)
(154)	(381)	40%	(381)	40%	OTHER INCOME (EXPENSE)	(459)	(1,143)	40%	(1,143)	40%	(4,572)	(10,463)
(154)	(381)	40%	(381)	40%	Depreciation & Amortization	(459)	(1,143)	40%	(1,143)	40%	(4,572)	(10,463)
(2,176)	(13,803)	16%	(6,208)	35%	TOTAL OTHER INCOME (EXPENSE)	(38,454)	(43,298)	89%	(107,836)	36%	(78,731)	(50,875)
					NET INCOME							
2,778	2,880	96%	3,080	90%	Paid Rounds	8,578	8,683	99%	6,783	126%	38,696	36,673
795	503	158%	873	91%	Annual Pass Rounds	2,205	1,445	153%	1,715	129%	5,051	9,147
260	231	113%	251	104%	Other Rounds	685	627	109%	467	147%	2,812	2,655
3,833	3,614	106%	4,204	91%	Total Rounds	11,468	10,755	107%	8,965	128%	46,559	48,475
38	36	106%	36	108%	Revenue/Paid Rounds	36	36	99%	35	101%	33	420
28	29	96%	26	107%	Revenue/Total Rounds	27	29	92%	27	100%	27	316

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 12/1/2016
Account: First

To:
12/31/2016
Last

Sorted By:
Include:
Print Currency In: Functional (Z-US\$)

Account
Posting, Unit

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$99,969.70	\$129,707.13	\$169,720.77	(\$40,013.64)	\$59,956.06
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	\$0.00	\$43,681.70	\$43,681.70	\$0.00	\$0.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$2,699.69	\$4,768.11	\$7,127.88	(\$2,359.77)	\$339.92
	12000-5950-900	Inventory - Merchandise	\$20,868.70	\$5,180.69	\$2,789.13	\$2,391.56	\$23,260.26
	13020-5950-900	Prepaid Insurance	\$10,572.71	\$8,041.00	\$3,858.39	\$4,182.61	\$14,755.32
	13040-5950-900	Prepaid Exp - Other	\$5,886.56	\$48,000.00	\$48,952.59	(\$952.59)	\$4,933.97
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$3,125.96)	\$0.00	\$36.87	(\$36.87)	(\$3,162.83)
	22080-5950-900	Accum. Deprec - Buildings	(\$21,415.71)	\$0.00	\$116.74	(\$116.74)	(\$21,532.45)
	30000-5950-900	Accts Pay - Trade	(\$58,768.70)	\$205,747.74	\$171,482.99	\$34,264.75	(\$24,503.95)
	30040-5950-900	Accts Pay - Other	\$109,766.18	\$10,489.82	\$10,366.93	\$122.89	\$109,889.07
	31000-5950-900	Accrued Expenses	(\$2,564.17)	\$2,564.17	\$4,669.30	(\$2,105.13)	(\$4,669.30)
	31020-5950-900	Accrued Payroll	(\$10,951.79)	\$4,787.71	\$9,868.64	(\$5,080.93)	(\$16,032.72)
	31080-5950-900	Accrued Tips Payable	(\$42.00)	\$100.00	\$120.00	(\$20.00)	(\$62.00)
	31220-5950-900	Accrued Sales Tax	\$1,992.87	\$18.06	\$5,830.28	(\$5,812.22)	(\$3,819.35)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,148.53	\$3,148.53	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,280.78)	\$705.27	\$225.31	\$479.96	(\$1,800.82)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$460.00)	\$3,301.22	\$5,757.67	(\$2,456.45)	(\$2,916.45)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$49,641.47)	\$4,964.15	\$0.00	\$4,964.15	(\$44,677.32)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$46,968.34)	\$4,846.73	\$1,499.00	\$3,347.73	(\$43,620.61)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$4,639.14)	\$4,500.00	\$0.00	\$4,500.00	(\$139.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$18,767.70)	\$686.92	\$5,673.28	(\$4,986.36)	(\$23,754.06)
	32100-5950-900	Deferred Rev - Credit Books	(\$14,881.72)	\$1,160.21	\$1,536.15	(\$375.94)	(\$15,257.66)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$90,040.67)	\$10,489.74	\$2,701.22	\$7,788.52	(\$82,252.15)
	32220-5950-900	Deferred Rev - Founders Pass	(\$984.83)	\$98.48	\$0.00	\$98.48	(\$886.35)
	49020-5950-900	Retained Earnings - Current	\$1.12	\$0.00	\$0.00	\$0.00	\$1.12
	50000-5950-100	Green Fees - Annual Pass	(\$19,304.05)	\$0.00	\$9,909.36	(\$9,909.36)	(\$29,213.41)
	50040-5950-100	Green Fees - Member	(\$77,666.52)	\$0.00	\$45,178.34	(\$45,178.34)	(\$122,844.86)
	50070-5950-100	Green Fees - (surcharge)	(\$6,292.83)	\$3,148.53	\$6,297.06	(\$3,148.53)	(\$9,441.36)
	50500-5950-200	Cart Fee 18	(\$53,900.84)	\$0.00	\$27,716.52	(\$27,716.52)	(\$81,617.36)
	50520-5950-200	Cart Fee - Annual Trail	(\$18,008.14)	\$0.00	\$9,139.13	(\$9,139.13)	(\$27,147.27)
	52090-5950-600	Handicap Fee	(\$40.00)	\$0.00	\$280.00	(\$280.00)	(\$320.00)
	52150-5950-600	Lessons	(\$579.05)	\$0.00	\$345.00	(\$345.00)	(\$924.05)
	52280-5950-600	Rental Clubs	(\$310.00)	\$0.00	\$200.00	(\$200.00)	(\$510.00)
	52310-5950-600	Retail	(\$10,763.86)	\$0.00	\$4,868.68	(\$4,868.68)	(\$15,632.54)
	53050-5950-220	Range Pass Revenue	(\$5,576.08)	\$0.00	\$2,775.82	(\$2,775.82)	(\$8,351.90)
	56120-5950-100	City Surcharge R & R	(\$6,292.83)	\$0.00	\$3,148.53	(\$3,148.53)	(\$9,441.36)
	60000-5950-600	COGS - Merchandise - Accessories	\$6,305.63	\$2,789.13	\$0.00	\$2,789.13	\$9,094.76
	70000-5950-100	Gross Payroll - Salaried	\$17,991.50	\$9,953.43	\$878.24	\$9,075.19	\$27,066.69
	70000-5950-900	Gross Payroll - Salaried	\$16,276.84	\$10,981.89	\$2,843.50	\$8,138.39	\$24,415.23
	70000-5950-950	Gross Payroll - Salaried	\$6,718.55	\$3,865.56	\$302.64	\$3,562.92	\$10,281.47
	70010-5950-100	Gross Payroll - Hourly	\$29,831.07	\$18,637.80	\$1,351.90	\$17,285.90	\$47,116.97
	70010-5950-200	Gross Payroll - Hourly	\$12,318.27	\$6,437.75	\$620.24	\$5,817.51	\$18,135.78
	70010-5950-600	Gross Payroll - Hourly	\$7,364.28	\$3,024.65	\$354.59	\$2,670.06	\$10,034.34
	71000-5950-100	Payroll Tax - FICA	\$3,416.30	\$2,012.84	\$158.34	\$1,854.50	\$5,270.80
	71000-5950-200	Payroll Tax - FICA	\$993.41	\$502.53	\$47.37	\$455.16	\$1,448.57
	71000-5950-600	Payroll Tax - FICA	\$584.21	\$231.38	\$27.13	\$204.25	\$788.46
	71000-5950-900	Payroll Tax - FICA	\$1,361.92	\$753.50	\$65.52	\$687.98	\$2,049.90
	71000-5950-950	Payroll Tax - FICA	\$481.71	\$277.72	\$21.57	\$256.15	\$737.86
	71010-5950-100	Payroll Tax - UC	\$359.47	\$145.33	\$0.00	\$145.33	\$504.80
	71010-5950-200	Payroll Tax - UC	\$186.68	\$56.27	\$0.00	\$56.27	\$242.95
	71010-5950-600	Payroll Tax - UC	\$58.80	\$12.24	\$0.00	\$12.24	\$71.04
	71020-5950-100	Payroll Tax - WC	\$967.29	\$406.99	\$0.00	\$406.99	\$1,374.28
	71020-5950-200	Payroll Tax - WC	\$283.85	\$93.85	\$0.00	\$93.85	\$377.70

TRIAL BALANCE SUMMARY FOR 2016

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71020-5950-600	Payroll Tax - WC	\$148.86	\$44.06	\$0.00	\$44.06	\$192.92
	71020-5950-900	Payroll Tax - WC	\$459.82	\$157.67	\$0.00	\$157.67	\$617.49
	71020-5950-950	Payroll Tax - WC	\$132.68	\$56.72	\$0.00	\$56.72	\$189.40
	71030-5950-100	Benefits	\$6,164.17	\$6,125.85	\$2,205.70	\$3,920.15	\$10,084.32
	71030-5950-200	Benefits	\$7.37	\$44.46	\$35.93	\$8.53	\$15.90
	71030-5950-900	Benefits	\$3,313.78	\$3,195.16	\$1,446.64	\$1,748.52	\$5,062.30
	71030-5950-950	Benefits	\$832.45	\$616.68	\$193.60	\$423.08	\$1,255.53
	80110-5950-200	Cart Supplies	\$456.42	\$0.00	\$0.00	\$0.00	\$456.42
	80170-5950-100	Course Accessories	\$2,395.37	\$496.44	\$0.00	\$496.44	\$2,891.81
	80230-5950-100	Fertilizer	\$6,090.74	\$2,781.77	\$0.00	\$2,781.77	\$8,872.51
	80270-5950-100	Fuel	\$1,235.24	\$1,354.24	\$0.00	\$1,354.24	\$2,589.48
	80280-5950-100	Fungicides	\$1,071.00	\$0.00	\$0.00	\$0.00	\$1,071.00
	80320-5950-100	Herbicides	\$3,087.60	\$648.75	\$0.00	\$648.75	\$3,736.35
	80370-5950-100	Insecticides	\$3,755.25	\$1,572.00	\$0.00	\$1,572.00	\$5,327.25
	80380-5950-900	Janitorial Supplies	\$358.69	\$187.06	\$0.00	\$187.06	\$545.75
	80420-5950-900	Laundry/Uniforms	\$48.67	\$160.12	\$0.00	\$160.12	\$208.79
	80520-5950-600	Office Supplies	\$0.00	\$461.01	\$0.00	\$461.01	\$461.01
	80520-5950-900	Office Supplies	\$302.00	\$93.42	\$0.00	\$93.42	\$395.42
	80610-5950-220	Range Balls	\$1,455.00	\$0.00	\$0.00	\$0.00	\$1,455.00
	80620-5950-220	Range Equipment	\$206.59	\$132.00	\$0.00	\$132.00	\$338.59
	80690-5950-100	Sand/Topdress	\$999.17	\$925.52	\$0.00	\$925.52	\$1,924.69
	80710-5950-100	Seeds/Trees	\$4,400.00	\$0.00	\$0.00	\$0.00	\$4,400.00
	80730-5950-100	Small Tools	\$364.73	\$245.95	\$0.00	\$245.95	\$610.68
	80780-5950-600	Supplies	\$0.00	\$877.50	\$0.00	\$877.50	\$877.50
	80810-5950-600	Tournament Expense	(\$424.97)	\$0.00	\$0.00	\$0.00	(\$424.97)
	81010-5950-900	Alarm System	\$732.50	\$411.25	\$0.00	\$411.25	\$1,143.75
	81130-5950-900	Computer Service	\$380.96	\$190.46	\$0.00	\$190.46	\$571.42
	81200-5950-900	Guest Relations	\$0.00	\$31.94	\$0.00	\$31.94	\$31.94
	81220-5950-600	Handicap Expense	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
	81250-5950-100	Irrigation	\$52.07	\$400.00	\$0.00	\$400.00	\$452.07
	81350-5950-100	Repair & Maint - Equipment	\$3,096.60	\$1,092.45	\$0.00	\$1,092.45	\$4,189.05
	81350-5950-900	Repair & Maint - Equipment	\$1,926.68	\$51.26	\$0.00	\$51.26	\$1,977.94
	81360-5950-900	Repair & Maint - Building	\$225.00	\$439.35	\$0.00	\$439.35	\$664.35
	82000-5950-200	Cart Lease	\$10,711.34	\$5,355.67	\$0.00	\$5,355.67	\$16,067.01
	82020-5950-100	Equipment Lease	\$9,772.50	\$4,886.25	\$0.00	\$4,886.25	\$14,658.75
	82060-5950-900	Off-Site Storage	\$336.00	\$168.00	\$0.00	\$168.00	\$504.00
	83000-5950-100	Utliities - Electric	\$477.56	\$214.59	\$0.00	\$214.59	\$692.15
	83000-5950-200	Utliities - Electric	\$1,543.36	\$840.79	\$0.00	\$840.79	\$2,384.15
	83020-5950-100	Utliities - Other	\$2,745.14	\$1,687.68	\$0.00	\$1,687.68	\$4,432.82
	83020-5950-900	Utliities - Other	\$4,786.11	\$2,175.75	\$0.00	\$2,175.75	\$6,961.86
	83030-5950-100	Utliities - Telephone/Fax	\$198.72	\$99.37	\$0.00	\$99.37	\$298.09
	83030-5950-900	Utliities - Telephone/Fax	\$551.47	\$425.06	\$274.00	\$151.06	\$702.53
	83050-5950-100	Utliities - Water	\$479.66	\$275.29	\$0.00	\$275.29	\$754.95
	84030-5950-950	Adv/Promo - Local/Regional Print	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$2,532.70	\$575.35	\$0.00	\$575.35	\$3,108.05
	85020-5950-900	Bank Charges	\$916.08	\$1,519.67	\$1,000.17	\$519.50	\$1,435.58
	85050-5950-900	Cash Short/(Over)	\$964.56	\$231.61	\$813.48	(\$581.87)	\$382.69
	85060-5950-900	Cell Phone	\$450.00	\$200.00	\$0.00	\$200.00	\$650.00
	85070-5950-900	City Surcharge R & R	\$6,292.83	\$3,148.53	\$0.00	\$3,148.53	\$9,441.36
	85110-5950-900	Copier/Photocopies	\$59.94	\$0.00	\$42.22	(\$42.22)	\$17.72
	85120-5950-900	Credit Card Discounts	\$5,838.77	\$1,742.08	\$0.00	\$1,742.08	\$7,580.85
	85140-5950-900	Donations	(\$266.95)	\$0.00	\$0.00	\$0.00	(\$266.95)
	85190-5950-900	Employee Relations	\$322.12	\$632.81	\$0.00	\$632.81	\$954.93
	85200-5950-100	Employee Testing	\$116.00	\$87.00	\$0.00	\$87.00	\$203.00
	85280-5950-900	Insurance Expense	\$7,716.78	\$3,858.39	\$0.00	\$3,858.39	\$11,575.17
	85320-5950-900	Member Relations	\$37.50	\$0.00	\$0.00	\$0.00	\$37.50
	85330-5950-900	Messenger Service - Fedex	\$104.18	\$0.00	\$0.00	\$0.00	\$104.18
	85340-5950-900	Miscellaneous	(\$35.64)	\$0.00	\$0.00	\$0.00	(\$35.64)
	85340-5950-950	Miscellaneous	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00
	85390-5950-900	O/S - Accounting	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
	85430-5950-900	O/S - Other	\$0.00	\$350.00	\$0.00	\$350.00	\$350.00
	85480-5950-900	Payroll Processing Fee	\$1,588.64	\$3,581.43	\$1,290.00	\$2,291.43	\$3,880.07
	85490-5950-900	Postage/Shipping	\$61.38	\$81.00	\$0.00	\$81.00	\$142.38

TRIAL BALANCE SUMMARY FOR 2016
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85610-5950-900	Tax/Licenses/Fees	(\$90.00)	\$0.00	\$0.00	\$0.00	(\$90.00)
	85710-5950-900	Travel - Meals	\$84.47	\$43.20	\$0.00	\$43.20	\$127.67
	85720-5950-900	Travel - Other	\$2,349.03	\$1,836.75	\$0.00	\$1,836.75	\$4,185.78
	85720-5950-950	Travel - Other	\$112.32	\$0.00	\$0.00	\$0.00	\$112.32
	90000-5950-900	Management Fee	\$11,425.70	\$5,712.85	\$0.00	\$5,712.85	\$17,138.55
	98020-5950-900	Deprec - Mach & Equip	\$73.74	\$36.87	\$0.00	\$36.87	\$110.61
	98040-5950-900	Deprec - Buildings	\$231.48	\$116.74	\$0.00	\$116.74	\$348.22
	RCMWD-5950-100	Rounds - Complimentary - Weekday	10,403.00	141.00	0.00	141.00	10,544.00
	REMWD-5950-100	Rounds - Employee - Weekday	16,728.00	119.00	0.00	119.00	16,847.00
	RMBWD-5950-100	Rounds - Member - Weekday	58,114.00	795.00	0.00	795.00	58,909.00
	RPKWD-5950-100	Rounds - Peak - Weekday	307,941.00	2,778.00	0.00	2,778.00	310,719.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
		Grand Totals:	132	\$0.00	\$622,994.59	\$622,994.59	\$0.00



January 20th, 2017

Robin Fenwick
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for December 2016 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR MONTH ENDING December 2016								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 58,236	\$ 52,466	\$ 5,770		\$ 161,500	\$ 156,140	\$ 124,289	\$ 5,360
Cart Fees	\$ 36,856	\$ 40,499	\$ (3,643)		\$ 108,765	\$ 121,324	\$ 87,912	\$ (12,559)
Range	\$ 2,776	\$ 2,773	\$ 3		\$ 8,352	\$ 7,730	\$ 6,230	\$ 622
Pro- Shop Revenues	\$ 5,694	\$ 5,174	\$ 520		\$ 17,387	\$ 15,712	\$ 12,763	\$ 1,675
City Surcharge R/R	\$ 3,149	\$ 3,481	\$ (332)		\$ 9,441	\$ 10,074	\$ 7,393	\$ (633)
Total Revenue	\$ 106,711	\$ 104,393	\$ 2,318		\$ 305,445	\$ 310,980	\$ 238,587	\$ (5,535)
Cost of Sales	\$ 2,789	\$ 3,116	\$ (327)	57%	\$ 9,095	\$ 9,811	\$ 10,081	\$ (716)
Merchandise	\$ 2,789	\$ 3,116	\$ (327)		\$ 9,095	\$ 9,811	\$ 10,081	\$ (716)
Gross Margin	\$ 103,922	\$ 101,277	\$ 2,645		\$ 296,350	\$ 301,169	\$ 228,506	\$ (4,819)
Total Payroll	\$ 57,081	\$ 57,009	\$ 72		\$ 167,335	\$ 170,117	\$ 168,088	\$ (2,782)
Total Operating Expenses	\$ 43,149	\$ 51,861	\$ (8,712)		\$ 149,871	\$ 155,726	\$ 148,315	\$ (5,855)
Net Operating Income	\$ 3,692	\$ (7,593)	\$ 11,285		\$ (20,856)	\$ (24,674)	\$ (87,897)	\$ 3,818
Other Expenses	\$ 6,019	\$ 6,589	\$ (570)		\$ 17,903	\$ 19,386	\$ 20,700	\$ (1,483)
Management Fee	\$ 5,713	\$ 5,827	\$ (114)		\$ 17,139	\$ 17,481	\$ 18,795	\$ (342)
Interest Expense	\$ 154	\$ 381	\$ (227)		\$ 459	\$ 1,143	\$ 1,143	\$ (684)
Depreciation	\$ 152	\$ 381	\$ 545		\$ 305	\$ 762	\$ 762	\$ (457)
Net Cash From Ops	\$ (2,327)	\$ (14,182)	\$ 11,855		\$ (38,759)	\$ (44,060)	\$ (108,597)	\$ 5,301
Rounds								
Total Rounds	3,833	3,614	219		11,468	10,755	8,965	713
Avg. Green Fee/Cart Fee	\$24.81	\$25.72	\$ (0.91)		\$23.57	\$25.80	\$23.67	\$ (2.23)
Avg. Merchandise/round	\$1.49	\$1.43	\$ 0.05		\$1.52	\$1.46	\$1.42	\$ 0.06

Overview:

- Overall revenues for December finished at \$106,710 versus a budgeted amount of \$104,393. The range revenue was equal to the budgeted amount for the month. The pro shop and merchandise sales exceeded budget by \$520.00 as well.
- Total payroll for the month was equal to the budgeted amount projected and the staff completed the final stages of debris removal from Hurricane Matthew.
- The insurance estimates regarding losses for the property, tree removal, loss of income from days closed and extra labor hours for Hurricane debris removal is still being finalized and we expect to have totals in January of 2017.
- Our operating expenses were under budget due to the timing of certain budgeted items and payment for the invoice on the accounting audit.
- The month of December is the third month in our fiscal year with the revenues being slightly behind budget due to losses as a result of course closure in October. Total payroll YTD is under budget by \$2,782.00 with total expenses being under budget as well by \$5,855.00.

R&R Projects:

- Under the R & R program we purchased a new Hoshizaki Ice & water dispenser for the clubhouse during the month of December.

Tee Sheet Activity:

- We had 3,833 total rounds for the month with 2,778 paid rounds, 795 Annual with Cypress Pass member rounds and 260 other rounds. The total rounds for the month included 2,558 eighteen hole rounds and 747 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

December 2016 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2778	2880	3080	8578	6783
Annual	795	503	873	2205	1715
Other rounds	260	231	251	685	467
Total Rounds	3833	3614	4204	11468	8965

Departmental Summaries:**Course & Grounds/Range**

- With the clean-up from Matthew basically finished, the maintenance team is continuing to follow along with the agronomic plans set forth from last autumn. Our plans consisted of staying as aggressive as temperatures allow in regards to cultural practices such as verticutting and topdressing, use of plant growth regulators and fertilizers. Mowing, blowing, edging, and spot spraying has continued on schedule there again letting temperature and conditions dictate.

- Our superintendent, Jason Chennault, had a 3 day demonstration with a rough mower that will make a significant impact to the playability and bottom line for us and we are moving forward in the purchase of that machine.
- The range continues to be a benefit to all players improving their skills and we illuminate the range on Friday and Saturday evenings to allow for more extended usage of the facility. This helps to enhance the overall experience for all golfers using the practice area.

Golf Shop/Carts

- New merchandise continues to arrive in preparation for the upcoming winter season. During the month of December we promoted the 12 days of Christmas sale as well as a gift card promotion. Merchandise is regularly updated to enhance the professional nature of the golf shop and help promote merchandise sales. Vendors include Footjoy, Titleist, Callaway, Bridgestone, Page & Tuttle, Bermuda Sands, Ahead headwear and St Andrews products. We continue to hold specials promoting different manufacturers to compete with the large box stores locally. There was \$6,914.00 in gift card sales purchased for the month as well as over \$5,694.00 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the new fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.
- The staff at Cypress Head Golf Course continues to offer lesson packages for beginners as well as advanced players. We hosted a Holiday Junior golf clinic during school vacation which was well attended.

- The MGA and WGA leagues continue to play on a weekly basis and the number of players has increased as more of our northern friends return to their homes here in Port Orange and Volusia County. We have also added a weekly Homeowner's nine & dine event where the players enjoy nine holes of golf followed by dinner at the Tavern. These groups have been well attended and they continue to enjoy the camaraderie of playing here at Cypress Head.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is actively involved with the community and is focusing on booking new & previous clients for tournament events in 2017.
- Cypress Head a WGA VIP golf tournament which included over 80 players from adjoining golf courses from Volusia County. We received many positive comments regarding the condition and playability of the course.
- In December we hosted a charity event for a local Spruce Creek high school student called Cannonballs for Kayne. Cypress Head Golf Club pledged \$1.00 per round played during a weekend in December which collected over \$600.00 for his medical expenses. Cypress Head Golf Club is committed to being an active partner in our community.
- Cypress Head was a collection site again this year for the Toys for Tots program. Through the generosity of our community, we were able to donate over 200 toys to this worthy cause.
- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We continue to maintain our database of emails with over 9,900 unique e-mail addresses. The golf staff continues to register player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience all that Cypress Head has to offer.
- Ms. Hunter continues to cultivate her relationships in the community by her continued involvement in the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club.

Mindshare Reviews and Comments:

Report run: 1/23/2017 12:14 PM MST
Data current as of: 1/23/2017 12:14 PM MST

REPORT CRITERIA

Date of Survey	12/1/16 - 12/31/16
Select level:	Cypress Head

Number of Surveys: 25

KemperSports | TrueReview™

	#	Zip Code	Date Golfer	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Food Rating	Recommend Rating	NPS	Overall Rating w/o F&B	Comments	
Totals						9.2	9.5	8.6	8.7	9.2	76.0	9.1		
Cypress Head						9.2	9.5	8.6	8.7	9.2	76.0	9.1		
Golf						9.2	9.5	8.6	8.7	9.2	76.0	9.1		

- There were over 650 questionnaires mailed out to players during the month with an overall rating for the golf course receiving a 9.2. We also received a recommended rating of 9.2 and our service rating is at 9.5.
- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource.



Summary:

- Our entire team including golf staff, outside services and maintenance are prepared for the upcoming winter season. There is a price increase scheduled for January and we will continue to offer the best in class customer service and course conditions.
- The Cypress Passes will continue to be offered for sale and promoted by all staff members and advertising avenues available. There will also be multiple marketing promotions offered during the upcoming month designed to increase use of the lighted driving range, merchandise sales and specials including and involving the Tavern restaurant.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: No

SUBJECT: (H19) Kemper Contract Options

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: In September 2012 the City entered into a five year contract with Kemper Sports Management Inc. for golf course management services. The contract has a five year renewal option. Staff is seeking direction from the council as to the following options:

Option one: renew the contract as is.

Option two: renew the contract for three years with a 2 year renewal.

Option three: put the contract back out to bid in a RFP.

Option four other council suggestions.

The golf advisory board held a special meeting on January 4, 2017 to discuss these issues and agreed 6-0 that they wanted to recommend to the council option two.

If the council chooses option three the city will be required to provide notice in March and will need additional direction as to how to proceed with the RFP process.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Kemper contract	KEMPER SPORTS MANAGEMENT INC contract.pdf
2.	Amendment one	Cypress Head Addendum No. 1.pdf
3.	Amendment two	Kemper Sports - Contract Addendum 2 - management services 9-9-15.pdf

Susan Lovallo
Susan Lovallo
Jake Johansson
Robin Fenwick

Created/Initiated - 01/13/2017
Approved - 01/13/2017
Approved - 01/23/2017
Final Approval - 01/24/2017

AGREEMENT
FOR
GOLF COURSE MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of this 18th day of September 2012, by and between the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida; hereinafter referred to as "City"; The Golf Club at Cypress Head, Inc., a Florida for profit corporation, hereinafter referred to as "Club" and Kemper Sports Management, Inc., an Illinois corporation, hereinafter referred to as "Contractor" and collectively hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the City owns and operates the Golf Club at Cypress Head; and

WHEREAS, the City desires to obtain management services for the golf course and clubhouse operations, turf operations, restaurant, pro shop, lounge, banquet and all other operations at the City's public golf facility; and

WHEREAS, in order to obtain such services, the City on April 2, 2012 issued a Request for Proposals for such management services (attached hereto as **Exhibit "A"**); and

WHEREAS, the Contractor submitted a Proposal on May 2, 2012 (attached hereto as **Exhibit "B"**); and

WHEREAS, Contractor's Proposal was selected by the City of Port Orange City Council on June 19, 2012, as the most responsive and best qualified proposal for purposes of negotiating a contract; and

WHEREAS, this Agreement between the City and the Contractor is substantially in conformance with the City's Request for Proposal and the Contractor's Proposal.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the City and Contractor agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings indicated below:

- A. **ANNUAL BUDGET.** The annual budget shall include the operating budget and the capital improvement budget.

- B. CAPITAL EXPENDITURES: Capital Expenditure means any alteration, addition, improvement, repair, replacement, rebuilding, or renovation to the Golf Course, the cost of which exceeds Five Thousand Dollars (\$5,000.00).
- C. CITY: City means the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- D. CITY COUNCIL: City Council means the elected governing body serving the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- E. CITY MANAGER: City Manager shall mean the official appointed manager of the City of Port Orange, Florida.
- F. CLUB HOUSE OPERATIONS: Club House Operations means the sales of golf services, green, cart, range, surcharge and other fees collection operations, food and beverage service operations, golf merchandise operations, and other usual and customary functions provided at the Golf Course.
- G. CONTRACTOR: Contractor means Kemper Sports Management, Inc., or any successor to Contractor's interest under this Agreement.
- H. CONTRACT ADMINISTRATOR: Contract Administrator means the individual designated by the City Manager to administer the contract on behalf of the City, to oversee the Contractor's performance of this Contract and to act as the liaison between the City Manager and the Contractor. The expense of the Contract Administrator shall be an expense of the Golf Course as is identified in **Exhibit "A"** under General Terms and Conditions, at page 18, paragraph 17.
- I. FINANCE DIRECTOR: Finance Director shall mean the officially designated director of finance for the City of Port Orange, Florida.
- J. FURNISHING and EQUIPMENT: Furnishing and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including without limitation course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, range ball baskets, cash registers, rental golf clubs and bags, ball washers, benches, uniforms, kitchen equipment, appliances, china, glassware, silverware, office equipment, computers, computer software, copy machines, facsimile machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of the Golf Course; other than Operating Inventory. Furnishing and Equipment shall be identified on **Exhibit "C"** as of September 30, 2012, and as verified by Contractor on October 1, 2012.
- K. GOLF COURSE: Golf Course means the Golf Club at Cypress Head, an 18-hole championship course, with lighted practice facility, driving range, maintenance

barn, cart barn, clubhouse, pro shop, restaurant, lounge, banquet rooms, and other related facilities.

- L. **GOLF COURSE EXPENSES:** Golf Course Expenses means operating expenditures including but not limited to all costs and expenses incurred in the operation, management, and maintenance of the Golf Course, including: a) all expenditures incurred by Contractor in the performance of its obligations under this Agreement or expenditures incurred by the City for the benefit of the Golf Course; b) all expenses specifically identified as "Golf Course Expenses" in this Agreement; and c) all other reasonable expenses incurred by Contractor in connection with management of the Golf Course or this Agreement, which expenses were not reasonably anticipated by the parties or otherwise provided in this Agreement and which expenses, if assumed by Contractor, would be consistent with the role of a golf course manager and shall not exceed the annual budgeted contingency. The total annual golf course expenses, including debt service shall not exceed City Council appropriations. Golf Course Expenses shall include expenses for the Contract Administrator and annual reporting charges or other fees for the Club. Golf Course Expenses shall not include the Contractor's expenses of remediation as required in this Agreement.
- M. **GROSS REVENUES:** Gross Revenues means all revenues of the Golf Course received by Contractor that are part of this Agreement. These are green fees and 50% of the Surcharge, cart rentals, all tournament proceeds, outing and event sales and fees, tee time reservation fees, computer handicapping, league fees, pre-paid green fees, sales of gift certificates and coupon rates for green fees which shall be redeemable within the fiscal year of collection, the Food and Beverage Sales and banquets, driving range sales, merchandise sales, and club rentals. Any revenues derived from Golf Course operations, services, or products shall be deemed a part of Gross Revenues. Gross Revenues shall not include inventory and encumbrances.
- N. **KEY EMPLOYEES:** Key Employees means the on-site general manager, golf course superintendent, director of marketing, assistant superintendent and head golf professionals and are considered Key Employees of Contractor.
- O. **MAINTENANCE and REPAIRS:** Maintenance and repairs means the provision of continuous proper up keeping of all facilities including but not limited to the golf course, buildings, restaurant, pro shop, lounge, banquet room, furnishings and equipment, and supplies, without limitations, necessary to assure the proper day-to-day operations of the Golf Course in accordance with the standards identified in **Exhibit "A"** under Maintenance Standards for the Club, pages 31-37.
- P. **MERCHANDISE:** Merchandise means golf apparel and accessories offered for resale at the Golf Course pro shop and rental of clubs.

- Q. OPERATING INVENTORY: Operating Inventory means consumable items used in or held in storage for use in the operation of the Golf Course, including score cards and cart tickets, driving range balls, golf pro shop merchandise, food and beverage inventory, kitchen supplies, paper and plastic ware, locker room and bathroom supplies, towels, fuel, cleaning materials, fertilizers, pesticides, seed, maintenance parts and supplies, office supplies, and any other similar items used in running the golf operation.
- R. OPERATING YEAR/FISCAL YEAR: Operating Year/Fiscal Year means a twelve (12) month period commencing on October 1 and continuing through to the following September 30.
- S. SURCHARGE: A surcharge shall be collected from every player of golf pursuant to Resolution No. 12-44 of the City of Port Orange, as amended from time to time.
- T. CONTRACTOR OUT-OF-POCKET EXPENSES. For purposes of this Agreement, out-of-pocket expenses shall not be a Golf Course Expense and shall generally mean Contractor travel expenses in excess of the annual budget and as needed to properly operate and manage all golf course operations at the Golf Course at Cypress Head; and the Contractor's remediation expenses as required in this Agreement.
- U. SURETY: Surety shall mean an insurance organization authorized to do business in the State of Florida, having a financial strength rating during the term of this Agreement of not less than "A" as rated by A.M. Best Company, and being an insurer of mutual acceptance by the parties to this Agreement.
- V. THE GOLF CLUB AT CYPRESS HEAD, INC.: The Golf Club at Cypress Head, Inc. shall mean the Florida for profit corporation currently operating the Golf Course pursuant to the Articles of Incorporation and the Bylaws, including the Bylaws for Club Members, and holding the license authorizing the sale of alcoholic beverages and the consumption on premises and the sales from the beverage cart.
- W. EMERGENCY: Emergency shall mean a breakdown in any City service or when supplies are needed for immediate work which may be essential to, or may virtually affect the public health, safety, or general welfare.

SECTION 2. SCOPE OF SERVICES

The Contractor shall, in a satisfactory and proper manner, as determined by the City Manager, perform the following services:

A. GENERAL

In accordance with the approved budget and subject to availability of funds as appropriated therein, Contractor shall provide Golf Course Management Services for both Club House Operations and Turf Operations as set forth below. It is the intent of this Agreement that the Contractor will endeavor to provide continual quality improvements to all aspects of the Golf Club's operations.

1. Club House Operations shall include but are not limited to the following usual and customary operations:
 - a. Marketing of all golf facilities and programs;
 - b. Managing the golf course and club house operations, driving range, building operations, golf cart storage operations and golf programs, including the sale of golf merchandise;
 - c. Providing planning, budgeting, accounting, personnel and other administrative services in support of the golf operation at the golf course facility, as well as other services normally associated with the operation of public golf courses in a municipal setting;
 - d. Continued support and marketing of all special interest golf programs now offered by the City at the golf facility and as identified in **Exhibit "B"**. These programs include, but are not limited to junior golf programs, men's and women's golf leagues and tournaments, and golf instruction programs;
 - e. Janitorial functions in all facilities including but not limited to the club house buildings, maintenance facility, driving range buildings, course restrooms, course shelters, golf cart storage buildings, food and beverage area, and employee restrooms.
 - f. Payment to the City each month for the lease of golf carts.
 - g. Performance of the detailed descriptions of this scope of services is included in **Exhibits "A" and "B"**, attached hereto.
 - h. Payment to the City each month for the debt service of the golf course.
 - i. The one-half of the Surcharge shall be remitted to the City each month.
2. Turf Operations means the agronomic and horticultural practices required in **Exhibit "A"**, management and maintenance of the motorized equipment used for that purpose, and implementation of the City's fleet maintenance standards and preventative maintenance services for the fleet and the facilities, fences, cart paths, buildings, garages, and storage spaces. This component may include but not limited to the following:
 - a. Providing qualified managers and employees necessary for the maintenance services at the golf facilities;
 - b. Maintaining all turf and landscaping, including first and last impression area; and
 - c. Maintaining all buildings, equipment and associated facilities and performing the detailed descriptions of the scope of services as included in **Exhibits "A" and "B"**, attached hereto.
 - d. Payment to the City each month for the lease of golf course vehicles, tractors,

mowers, and other maintenance equipment.

3. The Contractor shall hire, train, promote, discharge, and supervise the work of the executive staff, Key Employees and all other employees of the courses. All persons employed by the Contractor for such purposes shall be deemed employees of the Contractor. The Contractor shall pay all of the salaries, wages, payroll taxes and benefits due and owing to and/or on account of such persons. The Contractor shall deduct from such employees' salaries all required taxes, charges and assessments and shall make and file such reports as may be required by the federal, state and local government agencies. All personnel shall be employees of the Contractor, and the amount equal to all salary and benefits, shall be a golf course expense in accordance with the annual budget approved by City.
4. The Contractor shall be authorized as the City's agent to purchase goods and services from City approved vendors and contractors and in accordance with City purchasing policies. When the Contractor elects to purchase goods and services independent of the City's purchasing power then Contractor shall submit the pricing and specifications to the City prior to purchase and the City shall have the right to require the Contractor to purchase goods and services at the best price for comparable specifications. City will provide Contractor, annually, a list of approved vendors relative to Contractor's goods and services.

B. SPECIFICATIONS

The Contractor's services shall be provided in accordance with the specifications set forth in **Exhibits "A" and "B"**, attached hereto and by this reference incorporated in its entirety and made a part hereof.

C. GOLF MANAGEMENT PROPOSAL

The Contractor's services shall be provided in accordance with the golf management proposal submitted by the Contractor to the City, in particular, the Sections listed below and as set forth in **Exhibit "B"**, Golf Management Proposal of Kemper Sports Management, Inc., attached hereto and by this reference incorporated in its entirety and made a part hereof.

Section	V(a.)	Operational Plans
Section	V(b.)	Existing and Future Operational Environment
Section	V(c.)	Management Approach
Section	VIII	List of Golf Courses Managed by Proposer
Section	VII	Resumes of Key Corporate Personnel Assigned to Project

D. ANNUAL BUSINESS PLAN AND ANNUAL BUDGET

1. Beginning on October 1, 2012, and every successive fiscal year thereafter, the Contractor shall comply with the City's Annual Budget Calendar for submittal of its Capital Improvement Plan and Annual Budget. The Annual Business Plan shall be submitted in accordance with the calendar for the Annual Budget.
2. The total annual expenses, including debt service shall not exceed City Council Appropriations. The Contractor shall include a recommendation on the golf course fees and charges. Fees and charges for the golf course shall be established by Resolution of the City Council.
3. The Contractor may, from time to time, request the City Council to amend the Annual Budget as to the golf course management services described within this Agreement.
4. Contractor shall be solely responsible for preparation of the Golf Course Annual Budget and for presentation of that Budget to the City Council. Contractor acknowledges that the decision of the City Council is final and that the City Council serves as final arbiter on budget matters.
5. With respect to emergency expenditures, if at any time during the term of this Agreement a condition should exist in, on, or about the Golf Course of an emergency nature which is unforeseen in nature and is not attributable to any act or omission of Contractor, and such condition, in Contractor's discretion, requires immediate action to preserve and protect the Golf Course, to better assure the continued operation of the Golf Course, or to protect its customers, guests, or employees, Contractor is authorized to take all steps and to make all reasonable expenditures necessary to repair and correct any such conditions, whether or not provisions have been made in the applicable Budget for any such expenditure. The Contractor shall notify the City Manager, if at all possible, prior to the expenditure but in all events within twenty-four (24) hours of any such emergency condition or expenditure.
6. With respect to unanticipated expenditures and reallocation of funds, City understands and agrees that the Budget is intended to be a reasonable estimate, and, accordingly, Contractor, subject to City approval, shall be entitled from time to time to revise the Budget to cover any expenditures that were unanticipated at the time of preparation of the Budget but are reasonable and necessary to carry out the provisions of this Agreement. Contractor is authorized to take all action reasonably deemed necessary by Contractor to implement, perform, or cause the performance of the items set forth in the Budget. If the Budget is required to be modified in such a manner that will not increase the overall expense or revenue appropriation, then the Budget transfer may be approved by the Contractor upon written notice to the Finance Director within twenty-four (24) hours. If, however, the Budget is required to be modified in such a manner that will cause an increase in overall appropriations, then the City Council must authorize the modification.

E. ENVIRONMENTAL STATEMENT

1. The Contractor shall include in the Annual Business Plan, as mutually agreed upon in the approved Annual Budget, the adoption, inclusion and placement in practice of the environmental principles as adopted by the Golf Course Superintendent Association of America in all aspects of daily operations, maintenance operations, and capital or remedial improvements to golf premises and facilities.
2. Prior to October 1, 2012, the City shall perform a Phase I Environmental Assessment at the sole cost of the Contractor as a Golf Course Expense and provide copies of all such reports to Contractor. Upon termination, Contractor shall perform a Phase I, the cost of which shall be a Golf Course Expense, and if needed as determined in the City's discretion, a Phase II or III, Environmental Assessment if any, determined in accordance with the assessment. Contractor shall be responsible for the cost of any environmental remediation required in order to correct any violations of environmental laws resulting from the negligence or willful misconduct of Contractor. The requirement for remediation by the Contractor shall survive the termination of this Agreement.
3. Notwithstanding anything to the contrary contained in the Agreement or elsewhere, Contractor shall not defend, indemnify or hold City harmless of or from any liability, loss, damage, cost, or expense (including attorneys' fees and expenses) involving any pre-existing environmental problems or liabilities discovered on the Golf Course that occurred prior to July 3, 2002.

F. PERSONNEL

1. Employment

In accordance with the approved budget, Contractor shall be responsible for the employment of all personnel for the turf and clubhouse operations.

2. Contractor's Clubhouse and Turf Operations of Golf Course

- a. All clubhouse and turf operations shall be transferred to and performed by the Contractor.
- b. It will be the Contractor's responsibility to provide the City with annual turf condition evaluation as described in Exhibit A.

3. Staff

The aggregate payroll for employees at the Golf Course shall not exceed the amounts set forth in the approved Annual Budget. The Contractor shall include in the Annual Business Plan, the qualification and identifications of the Key Employees for staffing the next fiscal year. If a change occurs with the Key Employees during the fiscal year the Annual Business Plan shall be amended and submitted to the City.

4. Qualifications

The Contractor shall employ only employees who are properly qualified for their positions. Contractor may assign management trainees to the Golf Course under the supervision of trained professionals.

5. Retirement and Benefit Plans

Contractor may provide Golf Course employee benefits as long as the expense of the benefits is included in the approved Annual Budget.

6. Temporary Assignment of Other Contractor Personnel

If the position of General Manager, course superintendent, director of marketing, assistant superintendent, or other key management positions of the Golf Course are not filled for whatever reason, Contractor may temporarily, for a period not to exceed ninety (90) days, assign to these positions the staff of other golf courses and country clubs operated by Contractor. During such time as these employees are temporarily assigned to the Golf Course, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Golf Course shall be a Golf Course Expense.

7. Management Staff

- a. The General Manager of the Golf Course shall be responsible for the day-to-day management and operation of the Golf Course and shall be on site for day-to-day management and operation purposes. The name and telephone number, both home and business, of the General Manager shall be provided, in writing, to the City and shall be kept current at all times. The General Manager, or upon written notice to the City, his designee, shall be reasonably available during normal working hours to meet with the Contract Administrator. After normal working hours, the General Manager, or designee, shall be reasonably available to appear at the Golf Course if deemed necessary by the Contract Administrator or Contract Administrator's designee. The General Manager shall establish his or her principal residence within one (1) hour driving distance of the Golf Club at Cypress Head, unless waived by the City Manager.
- b. The Golf Course Superintendent for the Golf Course shall be a member in good standing of the local chapter of the Golf Course Superintendents Association.

G. MERCHANDISE SALES

1. The Contractor shall operate the merchandise sales as a profit center and shall perform the following:
 - a. Purchase, maintain, and rent out carts, golf clubs and golf bags at the Pro Shop of the Golf Course.

- b. Order, purchase, pay for and offer for resale at Pro Shop of the Golf Course, all golf equipment, golf merchandise and supplies, sportswear, apparel and other golf accessories.
2. The Contractor shall insure that a qualified individual is assigned to be responsible for ordering and reordering inventory, inventory display, reporting and training for merchandise sales.
3. Budgeted Clubhouse personnel are permitted to handle merchandise sales, cart rentals and golf club rentals and to assist the Merchandise Manager.
4. The Contractor shall maintain and stock reasonable inventory of Merchandise at various grades and sell them at competitive prices.
5. All sales tax and other taxes that might be due and payable as part of the merchandise sales at the Pro Shop shall be paid for from the proceeds of such sales by Contractor.
6. All city, state, federal and/or other licenses required for the appropriate operation of Merchandise Sales at the Pro Shop of the Golf Course shall be obtained in the name of the Contractor and shall be a budgeted Golf Course Expense.
7. All revenues derived from Merchandise Sales shall remain with and belong to the City and shall be considered part of the Gross Revenues. Credit Card Merchandise Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.
8. The Contractor shall purchase at City expense, and shall display and merchandise Port Orange "logo wear" in the Pro Shop with proceeds to be distributed to City.

H. FOOD AND BEVERAGE

1. The Contractor shall operate the Food and Beverage service as a profit center, provide Food and Beverage operations at the Golf Course, including but not limited to catering services, which shall meet all federal, state and local health/safety requirements. Such operation shall have adequate staffing, hours of operation, cleanliness and quality product and service.
2. The Contractor, with reasonable assistance of City and the Club for licensing, shall manage the sales of alcoholic beverages, consistent with the laws of the State of Florida.
3. All revenues derived from Food and Beverage sales at the Golf Course shall remain with and belong to the City. Credit Card Food and Beverage Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.

I. REVENUES AND DEPOSIT OF REVENUES

1. All Revenues collected in the Golf Course by the Contractor, whether in cash, checks, money order or credit card, shall be deposited by the Contractor into an account in a bank approved by the City. Such deposit shall be made daily and no later than the close of business day at the Golf Course. The Finance Director shall be an approved signature on the account.
2. The Contractor shall abide by the money handling procedures as promulgated by generally accepted governmental accounting standards. Contractor shall design, establish, implement and maintain procedures for the accounting and control of the revenues from the time of their collection by Contractor to the time of deposit at the bank. This shall include a system of internal controls to account for and to safeguard all gross revenues. Such procedures shall include each of the accounting and cash control processes recommended by Contractor and approved by the City, which approval shall not unreasonably be withheld.
3. The Contractor shall bear all risk of loss including, but not limited to, damage, destruction, disappearance, theft, fraudulent or any dishonest or unlawful act, or other hazard, and whether by Contractor's employees or any other person or entity, until such monies or other things of value have been deposited in the City's account and verified by the bank in accordance with this Agreement. Should such an event or act occur, Contractor shall notify as soon as possible the City, the Port Orange Police Department, or the agency having jurisdiction where such unlawful act occurred. The Contractor shall also prepare a report of such incident. Contractor shall notify the City of any operational changes deemed necessary by Contractor to safeguard the Golf Course monies or things of value. The Contractor shall provide a fidelity bond for all employees that shall handle cash sales or other financial transactions.
4. City acknowledges that Contractor has not made any guarantee, warranty, or representation of any nature whatsoever concerning or relating to (i) the Budgets, or (ii) the amounts of revenues to be generated from the operation of the Facility other than the fact that the Budgets, including revenues and operating expenses, are based on the Contractor's knowledge and expertise in the area of golf course management, for which the contractor represents itself to be competent, knowledgeable and experienced.

SECTION 3. MANAGEMENT FEE

A. Fixed Management Fee

1. Contractor shall receive a Fixed Management Fee, payable monthly, in arrears, in an amount equal to one-twelfth (1/12) of Eighty-five Thousand Dollars (\$85,000.00), plus budgeted expenses as previously defined herein, and a two percent (2%) per annum CPI, as approved in the Annual Budget.

2. The first payment of the Fixed Management Fee for the balance of FY 12-13 will be payable monthly, in arrears, in an amount equal to one-twelfth (1/12) of Eighty-five Thousand Dollars (\$85,000.00), plus budgeted expenses as previously defined herein and as approved in the Annual Budget. Thereafter, such Fixed Management fee shall be paid from the operating account, and documented by invoice, on or before the Tenth day of each subsequent calendar month during the term of this Agreement and only upon submission of an original invoice from the Contractor.
- B. Incentive Fee.
1. In addition to the Fixed Management Fee, Contractor shall receive an Incentive Fee.
 2. The Incentive Fee shall be equal to (i) five percent (5%) of the annual Gross Revenues that exceed \$1.8 million dollars, plus (ii) five percent (5%) of the Gross Revenues attributable solely to the sale of food and beverages in excess of \$350,000.00 and the total Incentive Fee shall not exceed the \$85,000.00.
 3. The Incentive Fee shall be due and payable within ninety (90) days of the end of each fiscal year, shall not be prorated in the case of partial fiscal years and shall be subject to the City's receipt of the annual independent audit.

SECTION 4. SPECIAL GOLF COURSE USES BY THE CITY

The City shall be entitled to use the golf course for events and special activities as identified in Exhibit "A".

SECTION 5. TRANSFERS OF FUNDS

- A. Working Capital.
1. Contractor shall have the right to retain at all times in the operating account a cash reserve ("Working Capital") in an amount equal to the required amount of Working Capital specified in the Annual Budget to fulfill the Annual Business Plan for the then current Fiscal Year. If at any time during any Fiscal Year Contractor reasonably determines that Working Capital specified in the then current Annual Budget is insufficient, then Operator shall notify City of the projected deficiency, and shall also provide city with a detailed explanation setting forth the reasons therefor.
 2. The City, based upon the FY 2012-2013 operating budget, shall be obligated to place into the golf course operating account on July 1, 2012, an amount equal to 15 days of operating funds and two payrolls. These funds will come from the following sources: the City of Port Orange will transfer to the contractor all unencumbered revenues collected by the golf course during the month of June. If the revenues remaining in the unencumbered account are not equal to the 15 days of operating capital, plus two payrolls, the City shall advance the difference. The final source of revenue shall be

revenues collected during the month of July. On July 31, 2012, the City will review the revenue collections for the month of July to determine if additional funds are needed to fund the operating expenses of the golf course for the month of July. On July 31, 2012, the City will review the projected revenue collections and expenditure projects to determine what funds, if any, will be needed for the month of August. The City will advance to the contractor by August 5, 2012 the funds if necessary, to insure the availability of funds to meet budget requirements of the golf course for the month of August. On September 2, 2012, the City will review the projected revenue collections and expenditures for the month of September. The City will advance to the contractor by September 5, 2012 the funds, if necessary, to insure the availability of funds to meet the budgetary needs of the golf course for the month of September. It is anticipated that the contractor would repay the funds advanced by the City by September 30, 2012. If the Contractor is not able to repay the advances as of September 30, 2012 from golf course revenues, the advances shall be considered a loan to the golf course and shall be repaid to the City each month from golf course revenues in an amount sufficient to repay the loan to the City without jeopardizing the courses ability to meet its financial obligations consistent with the approved operating Budget and Annual Business Plan.

B. Remittance to City.

At the end of each month, Contractor shall determine the amount (if any) by which the balance of the operating account exceeds the Working Capital requirement specified in the then current Annual Budget and the amount, if any, needed to fund any projected deficiency. Funds in the operating account in excess of the specified Working Capital requirement shall be remitted to City on or before ten (10) days after the end of such month.

SECTION 6. TERM

The term of this Agreement shall commence on October 1, 2012 and expire on September 30, 2017, unless sooner terminated as provided herein. This Agreement may be renewed for an additional 5-year period, solely at the City's option and with the mutual acceptance by Contractor within thirty (30) days of the City's exercise of the option; such option shall be exercised by the City, in writing, at least six months prior to the expiration of the original Agreement.

SECTION 7. SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City, and the City's approval shall be solely within the City's discretion. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

SECTION 8. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City. Such consent shall be solely within the discretion of the City.

SECTION 9. COMPLIANCE WITH LAWS AND POLICIES

A. Laws.

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Florida, the County of Volusia and the City of Port Orange.

B. Financial Management Policies and Procedures

This Agreement is subject to and the Contractor agrees to comply with the Policies and Procedures of the Finance Department of the City to the extent applicable.

C. Equal Employment Opportunity.

Contractor shall not discriminate in its employment practices because of race, religion, sex, age, disability, marital status or national origin. This Agreement is subject to and Contractor shall comply with the provisions of the Equal Employment Opportunity Program of the City of Port Orange, Florida.

SECTION 10. HOLD HARMLESS AND INDEMNITY

A. The Contractor shall indemnify, protect, defend and hold harmless the City of Port Orange, its council members, officers, agents, representatives, employees and volunteers and The Golf Club at Cypress Head, Inc. from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, that result in injury to, constitute violations of individual rights of persons, results in damage to property or any other liability for the City.

B. The City shall, subject to the limitations set forth in section 768.28 of the Florida Statutes, indemnify, protect, defend and hold harmless the Contractor, its agents, representatives, employees and affiliates from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the City, its council members, officers, agents, employees, licensees, that result in liability, environmental condition or other matter relating to the Golf Course and occurring prior to the commencement of Contractor's services hereunder, except that such liability shall be limited to \$200,000 per individual, or \$300,000 per incident/occurrence together with

attorney's fees which shall not exceed 25% of the judgment, in accordance with section 768.28, Florida Statutes.

- C. Unavoidable Delays. The provisions of this Section shall be applicable if there shall occur, due to no fault of the party asserting the Unavoidable Delay (as hereinafter defined) and beyond the reasonable control of such party, during the term of the Agreement any (i) strikes, lockouts, or labor disputes, (ii) inability to obtain labor or materials, or reasonable substitutes therefor beyond the control of the party obligated to perform, (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire, or other casualty, or (iv) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform. If either party shall, as the result of any of the above-described events, fail punctually to perform any obligation on its part to be performed under this Agreement, then, upon written notice to the other, within ten (10) days of such event, such failure shall be excused and not be a breach of this Agreement by the party claiming an unavoidable delay (an "Unavoidable Delay"), but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to the term of this Agreement is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date shall be deemed to be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the Unavoidable Delay. Notwithstanding anything contained herein to the contrary, the provisions of this Section shall not be applicable to either party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

SECTION 11. INSURANCE

- A. The Contractor, as a Golf Course cost and expense, shall procure and maintain at all times during the term of this Agreement general liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00) single limit per occurrence for liability for acts of the Contractor or its agents and/or employees. The City shall be an additional named insured, and shall be provided 30 days notice of cancellation or nonrenewal and the terms of the coverage shall be substantially the same as maintained by the City on June 30, 2012.
- B. The Contractor, as a Golf Course cost and expense, shall procure and maintain liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00)* single limit per occurrence for vehicles used in connection with this Agreement and the City shall not assume liability for accidents arising out of the use of such vehicle or any vehicle, including but not limited to golf carts. The City shall be an additional named insured and shall be provided 30 days notice of cancellation or nonrenewal and the terms of the coverage shall be substantially the same as maintained by the City on June 30, 2012.
- C. The Contractor, as part of the Golf Course Expense, shall procure and maintain during the term of this Agreement State of Florida Worker's Compensation insurance in such

amounts as are required by general law. The Contractor shall name the City as an additional insured or provide to the City a waiver of subrogation rights.

- D. The Contractor shall retain the originals of such insurance policies and a copy or memorandum copy of a document evidencing such insurance coverage shall be furnished to the City not later than 15 days prior to commencement of services by the Contractor under this Agreement.

Special Note: the limits of liability specified in A and B above can be satisfied through a combination of primary, umbrella or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage.

- E. The City shall be notified in writing 30-days prior to cancellation or nonrenewal by the Contractor of any changes in such policies.
- F. The Contractor shall acquire, as an expense of the Golf Course, any other insurance required by the State of Florida or deemed prudent or necessary by the City of Port Orange, including, but not limited to, liability resulting from the sale of alcoholic beverages.

SECTION 12. REPORTS, INFORMATION AND AUDITS

- A. The Contractor, at such times and in such form as the City may require, as a Golf Course Expense, shall furnish the City such reports as may be reasonably requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain on-site all financial and administrative records as public records as prescribed by the public records laws of the State of Florida, and shall permit the City or any of its representatives or auditors (both internal and external) access to such records.
- B. The City shall make available to the Contractor financial information regarding matters covered in this Agreement. Upon termination of this Agreement for any reason, the Contractor shall immediately deliver the financial and administrative records to the Finance Director.
- C. The Contractor shall in a timely manner provide to the City the reports and information as identified in Exhibit A and Exhibit B.
- D. The City retains the right to perform unannounced inspection of all records during normal business hours. This inspection will be conducted consistent with internal audit procedure and performed in accordance with generally accepted governmental auditing standards.
- E. As a Golf Course Expense, Contractor shall retain a firm of certified public accountants to perform independent annual audits. The result of this audit will be reported in a timely manner, not later than 90 days after the close of the fiscal year, to the City Council and

included with the Annual City Audit.

SECTION 13. CONFLICT OF INTEREST

No officer, employee, or agent of the City of Port Orange who exercises any functions or responsibilities in connection with the planning and implementation of the services provided under this Agreement, nor shall any City of Port Orange officer's, employee's or agent's immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

SECTION 14. INDEPENDENT CONTRACTOR

- A. The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City of Port Orange. Nothing herein shall be construed as creating a partnership or joint venture between City of Port Orange and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City of Port Orange, nor shall any such person be entitled to any benefits available or granted to employees of City Port Orange.
- B. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.
- C. None of the parties hereto is an agent, employee, or representative of the other, except as authorized in writing by the City pursuant to the City's purchasing policies and for purposes of managing the operations pursuant to the licensing relating to the sale of alcoholic beverages.
- D. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any rights hereunder to third parties or other persons, or increase the duties or responsibility of the parties to other persons; the sole purpose of this Agreement is to establish the relationships and the respective rights or duties of the parties hereto, each to the other.

SECTION 15. DEFAULT, CURE, REMEDY and TERMINATION.

- A. In the event either party defaults in the performance of any of the covenants, agreements or promises to be kept, done or performed by the Contractor under the terms of this Agreement or fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the nondefaulting party shall notify the defaulting party in writing of the nature of such default. Within ten (10) working days following such notice, the defaulting party shall correct the default and in case of defaults not capable of being corrected within ten (10) working days, the defaulting party shall commence correcting the default

within five (5) working days of the notification thereof, shall diligently pursue correction, and shall notify the nondefaulting party of the corrective steps performed and scheduled to be performed, and of the estimated time to cure, and thereafter the defaulting party shall complete the correction of the default with diligence. The default shall be corrected within thirty (30) days, unless a longer period of time is agreed to by the nondefaulting party and the defaulting party shall not knowingly thereafter commit the same default.

- B. If either party fails to correct the default as provided above, the nondefaulting party shall have the right and remedy singularly, or in combination, with such other rights and remedies provided by law or equity, to declare that this Agreement, together with all rights granted hereunder are terminated, effective upon such date as the nondefaulting party shall designate.
- C. In the event that the Contractor (i) commits a material breach of this Agreement which is incapable of cure within 120 days of the date of such breach, or (ii) breaches this Agreement more than twelve separate occasions (as shown by notice from the City to the Contractor) during any Fiscal Year, or (iii) commits a breach of this Agreement as set forth in Section 15, paragraph D, the City shall have the following rights and remedies which the City shall have singularly, or in combination with such other rights and remedies provided by law:
 - 1. The right to declare that this Agreement, together with all rights granted the Contractor hereunder, is terminated, effective upon such date as the City shall designate.
 - 2. The right to demand the Surety to secure performance of this Agreement.
- D. The following which shall not be all inclusive, shall constitute substantial and material events of default and shall entitle the City to exercise the City's rights and remedies under this Agreement, including but not limited to those specified in Section 15.
 - 1. The determination that any material representation or warranty of Contractor contained in this Agreement or any Exhibit attached to this Agreement is not true, accurate, and complete, and is materially misleading.
 - 2. The filing of any petition for relief under the Bankruptcy Code or any similar federal or state statute by or against Contractor or the principal of Contractor, or the failure by Contractor or the principals of Contractor to generally pay their debts as they become due.
 - 3. An application for the appointment of a receiver for the making of a general assignment for the benefit of creditors by, or the insolvency of, Contractor or the principals of Contractor.
 - 4. The dissolution, merger, consolidation or reorganization of Contractor.

5. If there is any change of control of Contractor, whether voluntary or involuntary, by sale, merger, consolidation, reorganization, or otherwise.
6. If any creditor of Contractor or the principals of Contractor proceeds, threatens to proceed or notifies Contractor or the principals of Contractor of its intention to proceed to enforce its rights under the provisions of any instrument creating an interest in the assets of Contractor or the principals of Contractor or if any creditor of Contractor or the principals of Contractor seeks, threatens or notifies Contractor or the principals of Contractor of its intention to accelerate the payment of any debt owing to it by the Contractor or the principals of Contractor, or if Contractor or the principals of Contractor are otherwise in default under the terms of any agreement creating an interest in the assets of Contractor or the principals of Contractor.
7. If the City, in its sole discretion, determines in good faith that a material adverse change has occurred in the financial condition of Contractor most recently disclosed to City in any manner, and as required in Exhibit A.
- E. Upon termination of this Agreement, the City shall be entitled to a limited license to use for the six (6) months following such termination, printed materials with the Kemper Sports Management logo.

SECTION 16. OWNERSHIP OF PROPERTY

- A. The Contractor agrees that at the expiration or in the event of any termination of this Agreement that all properties of the City shall be returned to and delivered to the City on or before the effective date of the termination, including but not limited to, the financial and administrative records of the golf course operation performed by the Contractor, the furnishing and equipment, the merchandise, the operating inventory, the buildings and all other facilities and property of the Golf Course.
- B. The name, trademark, and logo of the Golf Club at Cypress Head are and shall remain the property of the City of Port Orange, Florida.

SECTION 17. NOTICES

- A. This Agreement requires that any notices, approvals, authorizations, waivers, instructions, or determinations shall be effective only when given in writing and signed by the City Manager or the authorized designee.
- B. This Agreement requires that all notices shall be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the parties:

To City:

Attention: City Manager
CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129--4144

To Contractor:

Kemper Sports Management, Inc.
500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
Attn: Chief Executive Officer

With CC to:

Kemper Sports Management, Inc.
500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
Attn: Corporate Counsel

SECTION 18. WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19. LAW TO GOVERN

This Agreement is entered into and is to be performed in the State of Florida. The City and the Contractor agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The parties agree that the courts of competent jurisdiction for Volusia County, Florida shall be the venue for all administrative actions or litigation.

SECTION 20. AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION 21. ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 22. ATTORNEY FEES AND COSTS

The Parties acknowledge and agree that they have actively participated in the negotiations and drafting of this Agreement, and should any ambiguities exist in this Agreement, the ambiguities shall be construed fairly and not for or against any of the Parties to this Agreement. In the event of a dispute between the Parties arising out of the performance or enforcement of the terms, conditions, and obligations imposed by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred in connection with such dispute, including attorney fees and costs incurred at the appellate level.

SECTION 23. CONFLICTS AND SEVERABILITY

- A. In the event any conflict or inconsistency exists between the terms and conditions contained within the body of this Agreement and the terms and conditions described in Exhibit A, the terms and conditions set forth in Exhibit A shall prevail.
- B. In the event any conflict or inconsistency exists between the terms and conditions contained within the body of this Agreement and the terms and conditions described in Exhibit B, the terms and conditions set forth in this Agreement shall prevail.
- C. This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

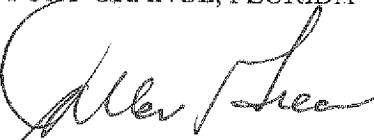
SECTION 24. PERFORMANCE SURETY

The Contractor shall, at its sole cost and expense, prior to the execution of this Agreement deliver to the City a performance surety in the form of a bond, cashier's check, certified check, or letter of credit, in the principle sum of Forty-five Thousand and 00/100 Dollars (\$ 45,000.00) to guarantee performance of the contractor's obligations under this Agreement and as set forth in Exhibit A. The surety company issuing such surety and the form of the surety itself shall be subject to approval by the City.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on this 18th day of September, 2012.

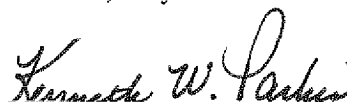
CITY OF PORT ORANGE, FLORIDA

By:



Allen Green, Mayor

Attested By:



Kenneth W. Parker, City Manager

KEMPER SPORTS MANAGEMENT, INC.

By: [Signature] CEO President

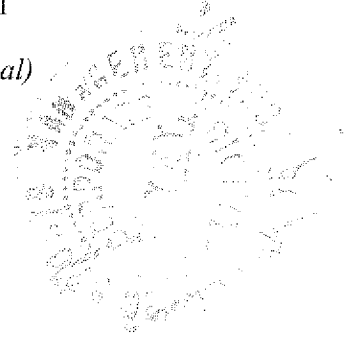
Attested:

By: Laura A. Pinter

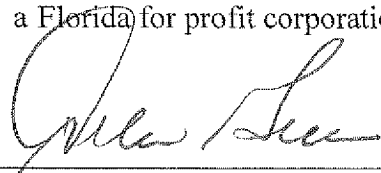


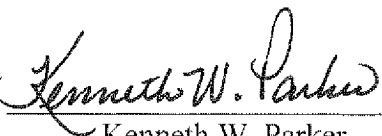
Name/Title: LAURA A. Pinter NAT'L Mkt
for: Kemper Sports Management, Inc. Coordinator
500 Skokie Boulevard, Suite 444
Northbrook, Illinois 60062
Fed I.D. No. 36-2965951

(Corporate Seal)



THE GOLF CLUB AT CYPRESS HEAD, INC.,
a Florida for profit corporation

By: 
Allen Green, President

Attested By: 
Kenneth W. Parker

The Contractor, by executing the foregoing Agreement for Golf Course Management Services, acknowledges receipt of the following documents:

- EXHIBIT A** Request for Proposals (RFP) by the City of Port Orange dated April 2, 2012, as amended.
- EXHIBIT B** Kemper Sports Management Proposal in response to the RFP.
- EXHIBIT C** City of Port Orange Fixed Assets Inventory of the Golf Course at Cypress Head.

Supplemental Information Provided:

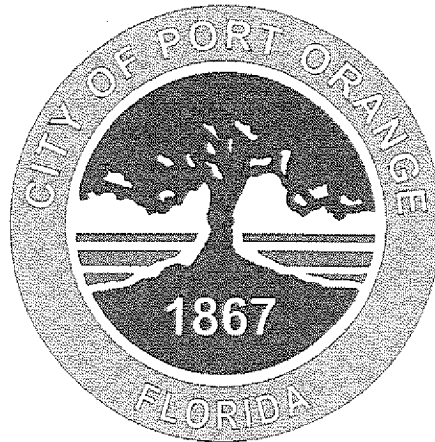
- Cypress Head Insurance Program Listing
- State of Florida General Records Handbook
- City of Port Orange Purchasing Policies and Procedures
- Resolution No. 12-44 relating to Golf Course fees and charges


Contractor's Initials

CITY OF PORT ORANGE, FLORIDA

Request for Proposals for Management Services at the Golf Club at Cypress Head

RFP No. 12-11



Prepared by:

City of Port Orange Purchasing Division

March 2012

Release date: **April 2, 2012**

Mandatory Pre-Proposal Meeting: **April 11, 2012**

Last day for questions: **April 26, 2012 5:00 p.m.**

Proposal due date and time Envelope #1 and Envelope #2: **May 2, 2012 at 2:00 p.m.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5501
www.port-orange.org



SECTION 00020

R.F.P. #12-11

REQUEST FOR PROPOSALS FOR MANAGEMENT SERVICES AT THE GOLF CLUB AT CYPRESS HEAD.

Notice is hereby given that the City of Port Orange is soliciting Requests for Proposals for Management Services at the Golf Club at Cypress Head. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 pm on May 2, 2012** or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All proposal deemed non-responsive will be returned to the proposer and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive proposers will be opened and read aloud at **3:00 p.m.** the same day.

DESCRIPTION: Request for proposals for Management Services at the Golf Club at Cypress Head.

All proposals are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all proposals will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida, and at www.municode.com

Copies of the proposal documents, requirement, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Tom Cinefro, Purchasing Coordinator, 500 Oak Street, Port Orange, Florida 32127 via email tcinefro@port-orange.org.

All questions shall be directed **in writing** to the Purchasing Coordinator, Tom Cinefro, tcinefro@port-orange.org. There will be a mandatory pre-proposal conference.

All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-collusion Statement, Drug Free Tie Bid Preference Statement.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be submitted with (1) "original", seven (7) copies and one (1) CD version addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in **Two (2) SEALED ENVELOPES** plainly marked on the outside: **"RFP No. 12-11, Management Services at the Golf Club at Cypress Head"-Envelope #1 and #2, respectively-**

Tom Cinefro
Purchasing Coordinator
Legal Ad - One Time -- **April 2, 2012**

SECTION 00025

**TABLE OF CONTENTS
CITY OF PORT ORANGE**

**REQUEST FOR PROPOSALS FOR MANAGEMENT SERVICES AT THE GOLF CLUB
AT CYPRESS HEAD**

RFP NO. 12-11

<u>Section</u>	<u>Title</u>
00020	Invitation to Bid-Legal Advertisement (page 2)
00025	Table of Contents (page 3)
00030	Proposer Acknowledgement Form (page 4)
00040	Proposer's Checklist (page 5)
00050	Proposer's Submittal Checklist (page 6)
00100	Introduction and General Information (page 7)
00110	Scope of services for lease proposals (page 8)
00120	Proposal Evaluation (page 10)
00130	Proposal Format (page 12)
00140	General Terms and Conditions (page 16)
00170	Sworn Statement on Public Entity Crimes (page 27)
00180	Anti-Collusion Statement (page 28)
00190	Drug Free/ Tie Preference Statement (page 29)
00200	Timeline and pre-proposal meeting (page 30)
00210	Exhibit A (page 31)
00220	Exhibit B (page 38)
00230	Exhibit C (page 39)

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

RFP 12-11

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Request for Proposal for Management Services at the Golf Club at Cypress Head

RFP RELEASE DATE: April 2, 2012

MANDATORY PRE-PROPOSAL MEETING: April 11, 2012 at 10:00 a.m.

RFP DEADLINE FOR QUESTIONS: April 26, 2012 at 5 p.m.

RFP DUE DATE & TIME, ENVELOPE #1 & #2: May 2, 2012 at 2:00 p.m.

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ **EMAIL:** _____

ACKNOWLEDGMENT OF ADDENDA: (circle each addendum) 1 2 3 4 5 6 7

If returning as a "No Proposal", please state reason (s): _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00040



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

PROPOSER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a Proposal for the City of Port Orange

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; Supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Coordinator's name, address, phone numbers and e-mail address.** This is the only person (or his designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the proposal.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Coordinator by the due date listed in the Bid and view the answers given in the formal "addenda" issued for the bid. All addenda issued for a proposal are posted on www.demandstar.com website and will include all questions asked and answered concerning the bid. It is the proposer's responsibility to be sure all addenda were received.
5. _____ **Follow the format required in the Proposal** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, bid acknowledgment form, exhibits, etc.
8. _____ **Check the website for proposal addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the proposal. If so, you must circle for each addenda issued on the "Proposer acknowledgment form".
9. _____ **Review and read the proposal document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. _____ **Submit your response on time.** Note all the dates and times listed in the proposal and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

SECTION 00050

PROPOSER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

This checklist is for the Proposer's use in preparing their proposal. It is not intended to include all details necessary to prepare a proposal and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the proposer from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable proposal.

Proposer's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (1) original, (7) copies and (1) CD version of the proposal (tabbed and indexed, must be in the following order)

Forms:

- ☐ 1: Proposer acknowledgement form: (page 4)
- ☐ 2: Sworn Statement on Public Entity Crimes (page 27)
- ☐ 3: Anti-Collusion Statement (page 28)
- ☐ 4: Drug Free/ Tie Preference Statement (page 29)
- ☐ 5: Operational concepts and Plans (page 13)
- ☐ 6: Current Corporate Financial Statements (page 13)
- ☐ 7: Resumes of key Corporate Personnel Assigned to Project (page 14)
- ☐ 8: List of Golf Courses Managed by proposer (page 15)

2. _____ **Envelope #2: "Price"** (1) original, (7) copies and (1) CD version of the proposal (tabbed and indexed, must be in the following order)

Price:

- ☐ 1: Management Fee: (page 14)
- ☐ 2: Capital Improvement Plan (page 14)

SECTION 00100

INTRODUCTION AND GENERAL INFORMATION:

The City of Port Orange, Florida ("City") is seeking Proposals from qualified firms or individuals that are interested in providing management services for the City-owned Golf Club at Cypress Head. Proposals will be accepted from firms or individuals that have demonstrated experience in managing, leasing, and operating golf courses ("Proposer"). Experience in operating a public or municipal golf course is preferred.

The Golf Club at Cypress Head ("Club") is an eighteen-hole golf course that plays to a par 72 at 6,832 yards. It was constructed in the early 1990's using an Arthur Hill/Mike Dasher design that provides the general public with excellent playing conditions (greens, fairways and tees) and a balanced approach to challenges such as water hazards, bunkers, and traps. The greens, fairways, and tees are all meticulously maintained to provide the best possible playing conditions for the Club's customers. The Club also offers two practice putting greens, practice bunkers, and a lighted driving range, which includes target greens at various distances.

The Club has a fully stocked pro shop that offers all visitors a good selection of quality merchandise at affordable prices. The pro shop carries the latest equipment, apparel, and accessories in the golf industry. The Club utilizes an automated operating system that includes a point of sale for all merchandise, cart fees, rounds of golf, and other pro shop sales. It also provides for recording and tracking inventory.

The Cypress Head Bar and Grill offers a relaxing atmosphere with a varied menu of Continental and American cuisine. It has a fully stocked bar and a banquet facility that can handle groups as large as 200. The kitchen is equipped with all necessary commercial appliances like the griddle, char-broiler, ovens, deep fryer, walk-in refrigerator, industrial dishwasher, and the like. The liquor license is currently in the name of the Club.

The cart barn and the clubhouse have just been re-painted and the fascia board on both buildings has been repaired and replaced with aluminum. The maintenance facility is equipped with all of the modern tools and equipment needed to support the maintenance operations. Automated calibration equipment and reel sharpeners are already in use, lifts for tractors and mowers are installed, and sufficient storage areas exist for tools, fertilizers, seed, and parts inventory. A new fleet of golf carts was purchased in October 2011.

SECTION 00110

SCOPE OF SERVICES FOR LEASE PROPOSALS:

It is the intent of the City to acquire the services of an individual or firm to manage and operate the Club as a premiere public golf facility. The City is interested in maintaining a private/public partnership that will help the City operate its municipally-owned golf course. The company that is awarded a Management and Operations Contract ("Contract") by the City will then be expected to operate the Club in such a manner as to provide the residents of Port Orange and the general public the best golfing experience possible at an affordable price.

The City will accept proposals from interested parties that have at least the following minimum qualifications:

1. Have a minimum of five (5) years of experience within the last ten (10) years in the following golf related fields:
 - a. Total management and operation of a golf course facility similar to the quality maintained at the Club;
 - b. Pro shop operations, including driving range, merchandise sales, and golf cart operations. The City requires that the Proposer employ or contract with a "Class A" PGA professional to be on staff at the Club; and
 - c. Golf course maintenance operations. The City requires that the proposer employ a fully qualified and experienced individual (at least five (5) years as superintendent) that can effectively maintain and care for the Club in keeping with USGA standards and the specific standards identified in this RFP (preference given to experience in Florida).
2. Possess and demonstrate a record of financial responsibility commensurate with the obligations contemplated under this RFP.
3. Possess a competent record of employment or history of contract service in the operation of a similar golf facility as verified and supported by references, letters, and other necessary evidence from all employers and/or public agencies.

Operational Concepts

The Proposer that is awarded a Contract by the City will be expected to manage the Club and all of its operations consistent with modern management trends in the golf industry. The City desires to offer the public challenging playing conditions, meticulously manicured greens, fairways, and tees, and all other golf services that may be sought by the Club's patrons. It is up to each Proposer to fully describe their approach to the specific issues outlined in this RFP. See "Exhibit A" for a description of the required maintenance standards.

The Club has already established a number of operating policies and guidelines that are used in the decision making process of the Club's management team. These include bylaws, golf services policies, financial and accounting policies, maintenance policies, rate resolutions, defining the number and types of pre-paid annual passes that are sold, and establishing annual trail fees. The Club has a great relationship with the Men's Golf Association and the Women's Golf Association, as well as the Homeowner's Association of the Cypress Head Subdivision. These relationships have evolved over time and are founded in the implementation of the policies and procedures in place today. The City wants to ensure that these relationships are continued in the same spirit.

Since the Club is currently an Enterprise Fund of the City it is intricately involved in the annual budget development process (operating and capital) and is accounted for in the City's annual audit. The Club will acquire the services of an independent auditor to perform its audit separately, which is then "rolled" into the City's audit. The successful Proposer will be expected to prepare and present an annual operating and capital budget to the City each year in accordance with the budget calendar established by the City. The City operates under a fiscal year that begins October 1 and ends September 30 of each year. Proposers will be expected to operate under the same fiscal year.

The projected number of rounds played at the Club during fiscal year 2012 is 54,000. Approximately 15% of those rounds are played by the Club's annual play pass holders. The pro shop is expected to generate about \$1,000,000 from sales of greens fees, annual play pass holders, cart rentals, driving range, merchandise, and handicap fees. The food and beverage department is budgeted to generate \$290,000. More detailed information on the Club's financial history will be provided to all Proposers that attend the mandatory pre-proposal conference.

Marketing Plan

It will be the responsibility of the Proposer to develop and submit to the City a five-year marketing plan for the Club. The plan should identify target markets, establish goals and objectives for increasing the use of the driving range, golfing instruction, increasing sales in the pro shop, bar and grill, and increasing the number of rounds of golf.

Proposers should identify what media will be used to disseminate information about the Club's services. Performance indicators must be included in the marketing plan so the City can judge the performance of the Proposer in achieving the stated goals each year of the plan.

SECTION 00120

PROPOSAL EVALUATION

The City Council will evaluate proposals based on the criteria established in this RFP and will be responsible for reviewing and evaluating all proposals submitted. If submittals are received from five (5) or fewer Proposers, the City Council will interview and rank each. If greater than five (5) Proposers submit, the City Council will establish a "short list" of proposals they deem to be most advantageous to the City and will interview and rank those firms and/or individuals that were included on the "short list." Notwithstanding the above, the City Council reserves the right to conduct all interviews and oral presentations by any or all Proposers. The City Council is not bound to accept the top ranked proposal. It is the sole authority of the City Council to select the proposal that best fits the intent and desires of the City Council in regards to providing management and operations services at the Club.

Evaluation Criteria

1. Proposer's Experience and Capability (25 points)

- a. Proposer's demonstrated financial stability.
- b. Proposer's demonstrated operational capabilities stressing the ability to provide: comprehensive golf course maintenance services, pro shop, and food and beverage services; golf professional services; the methodology for course management and maintenance responsibilities, golf instructions, and other golf services.
- c. Proposer's verified experience in golf course operations.
- d. Proposer's demonstrated history of customer satisfaction.
- e. Proposer's verified history of compliance with obligations and responsibilities assumed for similar golf courses operations.
- f. Proposer's intended management team and proposed staffing plan.

2. City Financial Benefits (25 points)

The net expense to the City shall be based upon the proposed management fees and services identified by the Proposer in the proposal package. All firms or individuals that submit proposals for management and operations services should base their proposals on a five-year term. Options to extend the five-year agreement will be evaluated and, if agreed to by both parties may be included in the final agreement.

Award of the Contract will not be solely based on the cost of services being proposed; rather it will be based upon an extensive evaluation of criteria that includes qualifications of the firm and the senior staff assigned to the Club, methodology and management approach, understanding of the Club's municipal operating environment and the City's intent to keep it public, technical superiority, financial stability, and references. The results of this comprehensive evaluation will be the basis for determining which Proposal best fits the City's expectations.

3. Service Program (25 points)

- a. The nature and extent of the golf programs and related services to be offered.
- b. The Proposer's intended approach toward achieving and measuring customer satisfaction.

- e. The nature and extent of golf course, building and facility maintenance programs.
- d. The nature and extent to which the Proposer intends to maximize public use of the premises and the facilities.
- e. The proposed staffing plan for all operations. It is important to differentiate between full and part time positions, corporate employees and Club employees.

4. Understanding the Project and the City's Intent (25 points)

Proposers must clearly state their understanding of the City's intent to operate the Club in such a manner as to provide the public with excellent playing conditions and affordable services and products. It is necessary to recognize the need to balance that expectation with the desire to operate the Club strictly on a for-profit basis. Proposers should describe how they intend to strike that balance between providing the residents of Port Orange affordable golf and the desire to generate profits. It is also very important that each Proposer insure full accountability of all public assets and policies. Proposers should indicate how they envision transitioning into management of the Club to minimize or eliminate any disruption to the players and customers.

The City will in no way be obligated to subsidize or support the operation of the Club by the successful Proposer. The City will not pledge any revenues, taxes, fees, or other financial resources to pay expenses incurred by the firm that enters into the Contract with the City. The Club is an Enterprise Fund of the City and as such it must be able to pay all of its financial obligations, including operational expenses and debt from its own operating revenues. It will be the complete responsibility of the successful Proposer to insure that the Club operates in a financially responsible manner.

SECTION 00130

PROPOSAL FORMAT

The complete original proposal, seven (7) copies and one CD version must be submitted in a sealed package and received by the City no later than **May 2, 2012**. All proposals shall be clearly marked **RFP for Management Services for the Golf Club at Cypress Head**. Proposers shall file all documents necessary to support their proposal in the format provided and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals prior to the date and time specified and to the following individual during regular business hours:

Tom Cinefro
Purchasing Coordinator
City of Port Orange
1000 City Center Circle
Port Orange, Florida, 32129

It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled closing time. NO LATE Proposals will be accepted or considered.

Unless otherwise specified, Proposer's shall use the proposal forms supplied by the Purchasing Division. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 p.m.**, on the date indicated in the proposal documents or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms; it will be evaluated and deemed responsive or non-responsive. All proposals deemed non-responsive will be returned to the proposer and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive proposers will be opened and read aloud at 3:00 P.M., the same day. Proposals (Envelope #1 and #2, respectively) shall contain one (1) original and seven (7) copies, and one (1) electronic copy unless otherwise indicated in the legal advertisement and shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in Two (2) SEALED ENVELOPES. The envelopes shall be plainly marked on the outside to include the bid project name and bid number.

Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

The following list of headings is provided as a method of cataloguing requested information for comparative purposes.

- 1) Operational Concepts and Plans
- 2) Current Corporate Financial Statements
- 3) Management Fee
- 4) Capital Improvement Plan
- 5) Resumes of Key Corporate Personnel Assigned to Project
- 6) List of Golf Courses Managed by Proposer

A more comprehensive description of the information requested in each of the topic areas is described below. Please keep in mind that the body of this RFP contains many references to important information a Proposer must supply to the City in their proposal. It is the sole responsibility of a Proposer to read each section carefully and provide the City with all of the information requested in this RFP.

1. PROPOSER'S OPERATIONAL CONCEPTS AND PLANS

The Proposer must describe in detail the proposed management plans and methods, its financial commitments (if any), and plans in regard to the following:

- A. Overall statement of operational plans for the Club, including transitional plans.
- B. Overall statement summarizing the existing and future operating environment of this public golf course.
- C. Detailed description of management approach and plans for:
 - 1. Course Maintenance and Improvement
 - 2. Capital Improvement Program (greens, fairways, tees, and buildings)
 - 3. Golf Cart Rental Program
 - 4. Food and Beverage Services (including banquets)
 - 5. Pro Shop Operation
 - 6. Golf Professional and Instructions
 - 7. Junior Golf Program
 - 8. Tournaments and Special Events
 - 9. Driving Range
 - 10. Men's and women's golf associations
 - 11. Staffing Plan
 - 12. Use of starters and rangers
 - 13. Pace of play regulation
 - 14. Marketing strategies and plans (golf, food/beverage, and merchandise)
 - 15. Any other new programs

Proposers should submit copies of policies and procedures, organizational charts, job descriptions, etc. that they use in their everyday effort to improve the businesses they are responsible for managing. The Proposer hereby acknowledges that these attachments and statements are an integral part of the proposal and as such are truthful and complete. Furthermore, Proposer affirms its liability to the City in carrying out its proposed operational concepts, financial commitments and plans, should it be the successful Proposer.

2. CURRENT CORPORATE FINANCIAL STATEMENTS

Each Proposer is required to submit a true copy of their current financial statements or the most recent independent audit report of the Proposer. The City will use this and other information to make an informed judgment of the financial stability of the Proposer. Proposers are encouraged to fully discuss

their financial profile and offer the City insight into their capacity to obtain financing for large-scale projects and equipment purchases.

3. MANAGEMENT FEES

Fee Proposal Instructions: Each Proposer must submit a description of the management fees they propose the City pay for their services. Proposers will provide, at a minimum, the requested information in the form described below. More complete narrative descriptions of the Proposer's offer are encouraged. Proposers are not limited to only proposing a monthly management fee. The City will accept fee proposals that include alternative approaches to the base management fees, such as profit sharing and other performance incentives so long as they are in compliance with the Internal Revenue Code requirements attached as "**Exhibit B**".

The Proposer agrees to provide management and operational services at the Club for the following fees:

Year 1 \$ _____ Year 5 \$ _____
Year 2 \$ _____
Year 3 \$ _____
Year 4 \$ _____

* Proposers must identify the financial relationship that will exist between the corporation and the Club. Include a description of the methods used to transfer funds from the Club's operating accounts to corporate accounts, what amounts will be transferred, and how often will the transfers be made.

4. CAPITAL IMPROVEMENT PLANS

The undersigned agrees that the annual dollar amount of Capital Improvements shall not be less than:

Year 1 \$ _____
Year 2 \$ _____
Year 3 \$ _____
Year 4 \$ _____
Year 5 \$ _____

It will be the responsibility of the Proposer to determine what capital projects are needed to improve the overall operation and maintenance of the Club. The successful Proposer will be expected to insure that the minimum amount for capital projects is adequately funded within the annual operating and capital budget approved by the City each year. Proposals should also include a description of the projects they believe will be necessary to maintain the long-term viability of the Club.

5. RESUMES OF KEY PERSONNEL ASSIGNED TO THE CLUB

Proposers must include a resume of each officer or employee that will be responsible for managing the Club under the terms and conditions of the ensuing contract. All resumes for any corporate employees, agents or assigns that may have any interest in the Club or the ensuing contract must also be included.

6. LIST OF GOLF COURSES MANAGED BY PROPOSER

Provide a comprehensive list of golf courses owned or operated by the Proposer (over the past five years), its officers or employees and the individuals that will be assigned to the Club. Be sure to include contact information. If Proposers have conducted surveys to determine customer satisfaction at those facilities please include that information in your Proposal package.

SECTION 00140

GENERAL TERMS AND CONDITIONS

Some of the following terms and conditions will be applicable to the proposal process while others are provided as insight into the contractual obligations that will be expected when a final agreement is negotiated. The successful Proposer will be expected to enter into contract negotiations with the City to identify the entire contractual relationship that will exist.

1. Request for Additional Information: Prior to the final selection, Proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications to perform under the terms of this RFP and subsequent Contract.
2. Denial of Reimbursement: The City will not reimburse Proposers for any costs associated with the preparation and submittal of any proposal.
3. Right of Rejection and Clarification: The City reserves the right to reject any and all proposals or parts of proposals and to request clarification of information from any Proposer. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
4. Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
5. Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers shall become the property of the City when received.
6. Right of Negotiation: The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the Contract.
7. Indemnification and Insurance Requirements: In consideration of the Contract, if awarded, the successful Proposer agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of this RFP.

The successful Proposer shall hold harmless, indemnify and defend the indemnities (as herein defined) against any claim, action, loss, damage, injury, liability, cost or expense whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the Contract (including goods and services provided thereto) by or on behalf of the successful Proposer, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: the City of Port Orange and its members, officers and employees.

Prior to award, the successful Proposer has five (5) business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage may cause the successful Proposer to be considered non-responsive and not eligible for award of the Contract. The insurance coverage and limits shall meet, at a minimum, the specifications of the insurance currently in place and as more explicitly described on the Club Insurance Program pages 1, 3-14 and Statement of Values, attached as "**Exhibit C.**" Any variations to these specifications must be explained. Neither approval nor failure to disapprove the insurance furnished by the successful Proposer shall relive the Proposer of its full responsibility to provide insurance as required by the Contract.

8. Cancellation of Insurance: No change or cancellation in insurance shall be made without thirty (30) days written notice to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within five (5) days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached which shall justify the termination thereof.
9. Protection: Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Proposer during the term of contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.
10. Coordination with the City: The Proposer shall fully coordinate its activities in the performance of the contract with the City and shall meet with the Golf Advisory Board on a monthly basis. As the work of the Proposer progresses, advice and information on matters covered by the contract shall be made available by the contractor to the City throughout the effective period of the contract.
11. All material developed or acquired by the Proposer as a result of work under the contract shall become the property of the City when the contract expires or is terminated. No material or reports prepared by Proposer shall be released without the prior written consent of the City.
12. Conflict of Interest: No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.
13. The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the Contract.
14. Independent Contractor: The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance,

minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

15. Termination: The City may cancel the Contract at any time for breach of contractual obligations by providing the Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
16. Licenses, Permits and Taxes: The Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, or the U.S. Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation of the golf course. The Proposer shall also be solely responsible for payment of any and all taxes levied on the operation including sales and use tax, real estate and personal property tax.
17. Contract Monitoring: The management and operation of the golf course will be subject to routine monitoring by a City Contract Administrator. The indirect costs associated with this position and City oversight will have to be borne by the successful Proposer. Those costs will be calculated annually during the budget development process, provided to the successful Proposer, and will be considered as an operating expense of the Club. There will also be an annual review before the City Council. Such annual review is to occur within ninety (90) days of end of the fiscal year and will include audited financial statements, maintenance performance, course usage and activities, capital improvements, facilities maintenance, and future programs.
18. Applicable Laws: In connection with the furnishing of supplies of performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable.
19. Non-discrimination: There shall be no discrimination as to race, sex, color, creed or national origin in the operations referred to by this RFP; and further, there shall be no discrimination regarding any use, service, maintenance or operation of the premises. All facilities located on the premises shall be available to the public, subject to the right of the Proposer to establish and enforce rules and regulations to provide for the safety, orderly operation, and security of the facilities.
20. Reports: Monthly reports of activities shall be submitted to the Director of Parks and Recreation by the 15th of each month. Reports can be in the form developed by the Proposer and approved by the Director of Parks and Recreation. Reports to be submitted include but are not limited to the following
 - 1) Gross Revenue Statement
 - 2) Sales Tax Report

- 3) Staff Vacancies
- 4) Maintenance Conditions Report
- 5) Rounds of Golf
- 6) Expenditures Statement

Within ninety (90) days after each fiscal year an annual report of the golf course activities, revenues, improvements and conditions must be prepared by the Proposer for review by the City Council and will include but are not limited to the following:

- 1) Revenue Report
- 2) Capital Improvement Status
- 3) Equipment Inventory
- 4) Organizational Chart
- 5) Rounds of Golf Report
- 6) Expenditures Statement broken out by standard expenditure classifications*
- 7) Marketing Plan and Performance Report
- 8) USGA Turf Advisory Report

*Said statement shall be certified as true, accurate and complete by the Proposer, by and through a duly authorized independent Certified Public Accountant. The City may take any action necessary to monitor the progress of the contractor if deemed in the best interests of the City.

21. Records, Accounts and Audits: The Proposer shall keep on the Premises, or such other place within Volusia County, Florida approved by the City, true, accurate and complete records and accounts of all sales, rentals and business being transacted upon or from the Premises and shall give the City access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts.

Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of Proposer's gross receipts pursuant to generally accepted auditing standards. The City's Internal Auditor or designee shall have the right, during regular business hours to audit, inspect, examine and copy the Proposer's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents relating to this agreement and the Proposer's revenues thereunder throughout the term of this agreement and for three (3) years following its expiration or cancellation.

22. Existing Contracts: Proposer acknowledges that the City has entered into certain contracts for tournaments to take place after the commencement date of the term of this Agreement and has entered into a Golf Cart Lease Contract. Proposer shall assume, observe and agree to be bound by the provision of those contracts.
23. Closing of Facilities: If closure of the facilities is due to fire damage, flood, civil disorder, acts of God, etc., to some, but not all, of the facilities, the City will allow prorated adjustment of quarterly payments up to the time the damage is repaired. Payment shall be continuous and uninterrupted and any adjustment shall be made by a credit applied to the monthly payment.

24. Intent: It is the intent of these specifications to grant to the Proposer the right to manage, operate and maintain the Club located at 6231 Palm Vista Street, Port Orange Florida.
25. Beginning of Operations: The successful proposer must assume all operations no later than October 1, 2012, unless otherwise agreed upon.
26. Hours of Operation: During the term of the Agreement, the facilities shall be open and properly staffed seven (7) days per week, with appropriate hours to serve golf patrons and the general public. Operation hours shall be submitted for approval.
27. Managerial Services: The Proposer shall have an experienced manager or managers on the premises at all times. Should any vacancy occur in the position of course manager or course maintenance superintendent, Proposer will advise the City in writing fifteen (15) days in advance of hiring as to the identity and the qualifications of any person whom the Proposer intends to place in such vacant position. The City reserves the right, at its sole discretion, to disapprove any such selection.
28. Proposer's Employees: All full time and part time employees at the Club will be required to submit to a drug screening. Employment of any convicted felon must be approved by the City Manager.

Conduct of the employees of the Proposer shall be subject to reasonable regulation by the City. All employees shall observe all the graces of personal grooming.

29. Course Operations: Proposer shall observe and comply with all of the City's existing policies concerning advance registrations, tournaments, men's and women's clubs, green fee discounts, use of the City's golf course by juniors, high school and college students and seniors, and starter services. Proposer shall not change any of said policies nor institute new policies without first obtaining the written consent of the City.
30. City Reservation: The City reserves the right to utilize the Club for City organized events for a minimum of four (4) days per year. The City will not be obligated to pay the greens and cart fees for those events. The dates and times of the events will be negotiated between the successful Proposer and the City. The City also reserves the right to utilize the banquet facilities for ten (10) gatherings per year for City organized affairs. The City will pay for food and beverages provided at the events at direct cost. No overhead expense (including personnel) or profit margin can be built into the cost of services.
31. Disclosure of Information: The Proposers who attend the Mandatory Pre-proposal Conference will be provided the opportunity to tour the Club and all of its property, ask questions of City and Club staff, seek clarification of requested information or the RFP process, and will receive a packet of current and historical financial and operational data.
32. Questions: All prospective Proposers are hereby cautioned NOT to contact any member of the City of Port Orange, the City Council, nor any member of the any evaluation or evaluation committees that may be appointed. Any questions concerning the RFP package shall be submitted in writing by email, fax or mail to Tom Cinefro, Purchasing Coordinator, tcinefro@port-orange.org, fax 386-756-5376, or 1000 City Center Circle, Port Orange, Florida

32129. No representation from any individual in the City is binding unless expressly stated to or by the City. Any attempt to lobby or persuade the result of the process through any other channels shall result in disqualification.

33. Submissions Deadline: Proposal packages are due no later May 2, 2012 at 2:00 p.m. The City of Port Orange will NOT accept or consider any late submittals. Please make sure that your proposal package is received by the Purchasing Coordinator, Tom Cinefro, 1000 City Center Circle, Port Orange, Florida 32129, no later than the specified date and time.

Due to the timing of mail service, the City cautions proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Proposals received after the established deadline shall not be considered.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Any proposal received after 2:00 p.m. (local time), May 2, 2012 will not be considered and will be returned unopened. Proposals, once received, become the property of the City, cannot be withdrawn, and will not be returned to the proposers. Upon opening, proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Unless otherwise specified, Proposer's shall use the proposal forms supplied by the Purchasing Division. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until 2:00 p.m., on the date indicated in the bid documents or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the bidder and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive bidders will be opened and read aloud at 3:00 P.M., the same day.

Proposals (Envelope #1 and #2, respectively) shall contain one (1) original and seven (7) copies, and one (1) electronic copy unless otherwise indicated in the legal advertisement and shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in Two (2) SEALED ENVELOPES. The envelopes shall be plainly marked on the outside to include the bid project name and bid number.

Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

34. All proposal packages must be submitted in a sealed envelope clearly marked "RFP 12-11 Management Services for the Golf Club at Cypress Head". The name of the Proposer and the address of the Proposer must also be clearly identified on the outside of the envelope.
35. Waiver Rights: The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in the proposals received whenever such waiver or rejection is in the best interests of the City and/or it doesn't meet the minimum requirements set forth. All reasonably responsive proposals will be considered. However, the City reserves the right to waive formalities or informalities in proposals, to reject, with or without cause, any or all proposals or

portions of proposals, or to interview or not interview individual proposers, and to accept any proposal(s) or portions of proposals deemed to be in the best interest(s) of the City.

36. Conduct of proposers: All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Proposal Evaluation Committee, City Council members, or staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a proposer. All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Proposal Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified submitters. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be channeled through the Office of Purchasing. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, CRA members, City Council members and the CRA Proposal Evaluation Committee during a public meeting shall not be considered a violation of this requirement.
37. Public Records: Florida Statutes 119.071(1)(c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10 day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, *portions of such meetings* may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither bidders, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing bidders, but the new law makes it more difficult to observe the entire decision making process until after the records become available for inspection and copying.
38. Separation and distribution: This RFP has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of RFP #12-11 at: www.demandstar.com
In addition, vendors may obtain a PDF version of the RFP Proposal by submitting an Email request directly to: Tom Cinefro, Purchasing Coordinator, E-mail: tcinefro@port-orange.org

39. Additional information/Addenda: All questions concerning this RFP must be submitted In Writing no later than **5:00 p.m.** on **April 26, 2012** to:

Tom Cinefro, Purchasing Coordinator
1000 City Center Circle, Port Orange, FL 32129
tcinefro@port-orange.org

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

40. Late proposals, late modifications and late withdrawals: Proposals received after the Proposal Due Date and time are late and shall not be considered. Modifications received after the Proposal Due Date are also late and shall not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and shall not be considered.
41. RFP Postponement/Cancellation/Waiver of Irregularities: The City may, at its sole and absolute discretion, reject any and all, or parts of, proposals; re-advertise this RFP for new proposals; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP, or to accept that proposal which best serves the interest of the City.
42. Cost incurred by proposers: All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment shall be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Council.
43. Proprietary Information: Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

44. Rules, Regulations and Licensing Requirement: The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.
45. Review of Proposals: Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive. The City Council will review and evaluate all proposals submitted in response to this RFP.
46. Records/Audit: The proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.
47. Conflict of Interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.
48. Legal Requirements: Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to RFP hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
49. Public Entity Crimes Statement: Proposers are hereby notified about Section 287.133(2)(a), Florida Statutes, which requires that:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or

repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

50. State Licensing requirement: All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State Of Florida’s Department of State.

The offeror shall have, prior to making this offer, met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation which evidence such qualifications with your response to this RFP; and, that the offeror shall provide follow-up evidence that the contractor maintains such credentials throughout the period of the agreement.

A copy of a current certificate of authority from the Secretary of State authorizing your company to do business in the State of Florida; or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to this RFP. Information concerning certification with the Secretary of State can be obtained at <http://ccfcorp.dos.state.fl.us/index.html>.

51. Use of proposal forms: Proposers should complete the appropriate Proposal Form(s) included in the RFP. All blanks on the Proposal Forms should be completed. If a question or confirmation is not applicable, it should be answered with an "N/A.”

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Proposal Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature on the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the proposal. The original proposal, and each copy submitted, should contain an original signature on the Proposer’s Acknowledgement Form contained in each Proposal Form.

52. Irrevocability of proposal: Each proposer agrees that proposals shall remain open until the effective date not to exceed 60 days after selection, shall not be subject to revocation, and shall be subject to the City Council’s acceptance of a contract with the proposer.

53. Contract: The City anticipates entering into a contract with the proposer within one hundred twenty (120) days after selection has been made. The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the City Council and executed by all parties. All proposers shall honor their proposal for 120 days after selection of the first proposer.

54. Hold harmless/indemnification provision: Upon execution of a contract, the successful proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This contract requirement shall be reflected in the insurance coverage certificate.

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____ Authorized Agent or Official for _____ by signing below hereby certifies that neither he/she nor the firm of _____ is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By: _____

President/Authorized Agent or Official

Witnessed By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012,

by _____, President, Authorized Agent or

Official of _____ a Florida Company, who is personally known to me or

who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

SECTION 00180

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By Signing this form, the bidder agrees that this bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. UMBER: _____

NO bid may be withdrawn for a period of sixty- (60) days subsequent to the submittal of the bids, without the consent of the City of Port Orange.

NO BID (REASON):

SECTION 00190

DRUG FREE/TIE BID PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

BIDDER'S SIGNATURE

Section 00200

TIMELINE:

Release RFP to proposers (date of publication/notice)	April 2, 2012
Pre-Proposal Conference (mandatory)	April 11, 2012
Deadline for Questions	April 26, 2012 5:00 p.m.
Proposal Submission Deadline (envelope #1 & 2)	May 2, 2012 2:00 p.m.
Interviews & Ranking of Proposals (if 5 or less Proposers) OR Shortlisting of Proposers (if greater than 5 Proposers)	May 8, 2012
Interviews & Ranking of Shortlisted Proposers (if needed)	May 29, 2012
Approval of Selected Proposer (date of selection)	June 5, 2012
Negotiation (no later than)	August 7, 2012
City Council consideration of contract	August 17, 2012

PRE-SUBMITTAL MEETING:

A pre-submittal meeting will be held at **10:00 a.m.** on **April 11, 2012** at the Port Orange City Hall, City Council Chambers/1st Floor, 1000 City Center Circle, Port Orange Florida 32129. Attendance is **mandatory**. Please note: This shall be a public meeting and shall be an opportunity for prospective respondents to directly address City staff regarding this RFP.

SECTION 00210

EXHIBIT "A"

Maintenance Standards for the Club

Greens, Fairways, and Tees

One of the most important components of providing exceptional services to the golfing community is to give players a meticulously maintained course. The condition of the greens, fairways, and tees and all other areas within the property lines of the Club must be monitored daily and maintained to United States Golf Association (USGA) standards. The greens have been designed and constructed in accordance with USGA standards and the City expects them to be maintained accordingly. To ensure this, it will be the responsibility of the successful proposer to present an annual USGA Green Section Turf Advisory Service Report to the City Council. The successful Proposer will be required to maintain on site all of the necessary records, files, and documentation used to verify maintenance activities.

The City understands that many conditions (weather, soil, wind, disease, etc.) affect a Proposer's "routine" maintenance practices. For example, improved playing conditions may be achieved by increasing the number of top dressing applications or verticuts on the greens and fairways. The City encourages Proposers to identify a higher level of maintenance standards in their proposal package, with the understanding that the base level must be provided at a minimum. In order to evaluate proposals consistently and for future performance evaluations the following are the base maintenance standards that must be provided by each Proposer. Any deviation to the base standards the City has identified must be clearly described in full detail in the proposal package. Along with a description of a proposed deviation to the base standards, Proposers will be required to explain the reasons they want to offer an alternative approach.

I. Fertilization Requirements

GREENS

- Greens should be fertilized with a nitrogen fertilizer using a minimum of 14 lbs. per 1000 sq. ft. and no more than 16 lbs. per 1000 sq. ft. per year.
- During the overseed period (November – April) the Greens will be spoon fed @ .125 lb. per 1000 sq. ft. of Nitrogen per application.
- There should be a minimum of three granular fertilizer applications using a 4-1-2 or 2-1-2 ratio of NPK (Nitrogen, Phosphorous, and Potassium).
- One week prior to overseeding an application of granular fertilizer will be applied as a pre-plant/starter to winterize the turf and help germinate the overseed.
- During the warmer months of April through October, monthly and weekly applications of fertilizer will be applied using the 4-1-2 or 2-1-2 ratios and can be applied as granular or spray.

- Proposers may use any combination of slow release and soluble nitrogen release fertilizers as well as complete combination fertilizers.
- Phosphorous, Potassium and minor elements are an important part of turfgrass and must be applied on a program with Nitrogen. Each year the program will be submitted to the USGA Agronomist in preparation for the required annual turf grass report.
- Fertigation through the irrigation system is not an acceptable method of applying the required fertilizers. Fertigation can only be used as a supplemental form of plant nutrition and surfactant application.

TEES

- Tees should be fertilized a minimum of eight times each year. The minimum rate of application of Nitrogen and Potassium is 8 lbs. per 1000 sq. ft.
- Phosphorus should be applied eight times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

FAIRWAYS, ROUGHS, DRIVING RANGE, AND CLUBHOUSE TURF

- These areas will require a minimum of six (6) fertilizer applications per year; fertigation is not to be included in the number of applications.
- A minimum of 6 lbs. per 1000 sq. ft. of Nitrogen and Potassium are required.
- Phosphorus should be applied six (6) times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

LANDSCAPE, ORNAMENTALS, AND SHRUBBERY

- Each of these will require at least two fertilizer applications per year.

SOIL ANALYSIS

- Soil samples should be taken twice a year on Greens, Tees, and Fairways.
- Fertilizer applications may be tailored to the soil needs.
- A certified laboratory should analyze the samples and the resulting report will be used to make treatment decisions.

II. Mowing Requirements

GREENS

- Greens will be mowed on a daily basis, weather permitting.

- If Greens' mowing is skipped, it shall be recorded in the daily log and a description of the circumstances that prevented the mowing should also be provided.
- Mowing heights will be maintained on a daily basis to keep a smooth rolling surface and a stimpmeter speed of at least 9 and no more than 10.5 (stimpmeter must meet the U.S.G.A. requirements).
- This activity should be scheduled at such a time as to limit the interference of play.

TEES, FAIRWAYS, AND APRONS

- Must be mowed at least three times per week.
- Mowing heights must be maintained at .500 or lower.
- This activity should be scheduled at such a time as to limit the interference of play.

ROUGHS

- Must be mowed at least two times a week.
- Mowing heights can be maintained at 1.250" – 1.750".
- This activity should be scheduled at such a time as to limit the interference of play.

MISCELLANEOUS

- Bunker slopes, bahia grass, clubhouse turf, and all other turf areas should be mowed at least one time per week.
- During cooler months it may be acceptable mow bi-weekly.

III. Cultural Practices

AERIFICATION

Greens – are required to be aerified 3 times per year between the months of April and September. Coring tines with a minimum diameter of .500" are required to be used two of the three times. The third aerification should be done with .250" tines.

Tees and Aprons – are required to be aerified at least two times a year with .500" coring tines.

Fairways and Roughs - are required to be aerified at least two times a year with .750" coring tines.

Topdressing - is required following aerifications. Topdressing material should meet the requirements of the U.S.G.A. specifications. All cored holes and turf canopy of all greens, tees and aprons should be filled and covered.

Traffic and Wear Areas – require year round solid tine aerification to reduce compaction and matted/worn turf areas.

VERTICUTTING

Greens – are required to be verticut monthly from April through November or until overseeding takes place. Light top dressing will be applied after each verticut.

Fairways - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

Tees and Aprons - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

IV. Overseeding

GREENS

A minimum of 8 lbs. per 1000 sq. ft. of *Poa Trivialis* greens grade seed shall be applied in late October and no later than the second week of November. Prior to overseeding all of the appropriate cultural practices should take place (i.e., verticutting, topdressing, etc.).

FAIRWAYS

A minimum of 300 lbs. per acre of fairway, turf-type perennial ryegrass seed must be applied in late October and no later than the second week of November.

TEES AND APRONS

A minimum of 500 lbs. per acre of fairway, turf-type perennial ryegrass seed must be applied in late October and no later than the second week of November.

V. Chemical Program

HERBICIDES

- A post and pre emerge program should be in place prior to each weed season.
- A minimum of two pre-emerge summer weed control applications are to be scheduled between February and June.
- Products such as Ronstar, Dimension, and Pendimethalin are acceptable for these purposes and should be used in conjunction with a granular fertilizer application.
- Pre-emerge control for *Poa Annua*, escape rye grass, and winter broadleaf is also required during overseeding months.

- Post emergent control will be on an as needed basis on all turf and landscape areas such as tree rings and plant bed edges.
- Mechanical removal of all weeds is strongly recommended before herbicides are applied.

INSECTICIDES

- Preventative and post treatment programs for mole crickets, ants, all types of worms, grubs, wasps, and any other turf damaging insects are required.

FUNGICIDES

- Preventative and post treatment programs for disease are required.

VI. *Cups and Pins*

- Cup locations should be changed at least seven (7) times a week.
- Cups should be moved at least twenty (20) feet from previous location.
- Cups should be replaced at least two (2) times a year and painted on a bi-weekly basis.
- Pin locations are affected by many factors. Proper placement of the pins requires judgment and knowledge of the game. The USGA recommends that the pin be placed at least five (5) paces from the nearest edge of the green. Pins should not be placed in tricky positions.
- The pin should be placed according to the design of the hole. For example, for long shots with a wood or low iron, pins should be placed far enough from the front and sides to accommodate the required shot and provide adequate room to put.

VII. *Repairs*

- Repair all ball marks, divots, and other damaged turf on greens and practice greens daily.

VIII. *Cart Paths*

It will be the responsibility of the Proposer to maintain the concrete cart paths throughout the course. The paths must be maintained free of all debris and weeds. All repairs to the cart path must be accomplished in a timely manner so as to provide a safe route for moving about on the course. Proper herbicides will be applied and routine edging will be required to accomplish this requirement. Erosion control will also be necessary in some areas to avoid degrading the integrity of the paths.

IX. Irrigation

It shall be the responsibility of the Proposer to insure that all of the equipment required to irrigate the golf course is maintained in good repair. The Club uses reclaimed water from the City's wastewater system in its routine irrigation practices. The source of the water used for irrigation is surface water obtained from the ponds on the property, one of which is the receiving pond for the re-use water.

Proposers will be expected to repair and replace all heads, valves controllers, pumps, wiring, and lines as needed to keep the proper operation of the irrigation system on the entire golf course. The greens, fairways, and tees will be irrigated as is necessary to insure the best playing conditions and support proper growth of the turf. Many conditions affect the frequency and amount of irrigation used in each application. It will be the responsibility of the Proposer to determine this frequency. The USGA annual turf advisory report provided by the Proposer to the City each year will provide an independent assessment of how well the successful Proposer performed this and other maintenance requirements set forth by City policies.

X. Fleet Maintenance and Golf Carts

The City acquires most of the capital equipment used in the operations of the golf course on behalf of the Club and then leases the fleet to the Club. The maintenance equipment and the golf carts therefore are not a part of the Club's inventory, rather it is on the City's inventory. A new fleet of golf carts was purchased in October 2011. The City wants all Proposers to be aware of this pre-existing obligation and recognize that the annual lease payments are established each year during the City's annual budget development process. The City will entertain offers to purchase the equipment and carts.

Fleet maintenance is an integral part of maintaining the playing conditions of the course. Therefore, it will be the sole responsibility of the successful Proposer to maintain the equipment in good working order and service the equipment when required. It is imperative that each Proposer insures that the equipment used by the staff is in the best shape possible. This will require warranty enforcement, repair and maintenance of damaged equipment, such as hydraulic leaks, calibration problems, tires, and many other equipment problems. Equipment operators must be trained in the use and care of all such equipment and must be alert to operational problems that occur while on the course. Avoiding damage to the greens, fairways, and tees from operator errors and poor fleet maintenance practices is an important aspect of maintaining the course in top playing shape.

Therefore, proposals must include a description of the Proposer's preventative maintenance and equipment operator training programs in the Operational Concepts section of the proposal package. Also, the proposal package must identify the recommended renewal and replacement program for the equipment and carts.

XI. Facility Maintenance

It will be the sole responsibility of the Proposer to insure that all of the Club's facilities (clubhouse, restaurant, cart barn, maintenance facility and course restrooms) and buildings are maintained in a manner consistent with a first-class destination and a premier municipal golf course. Cleanliness of the grounds around the facilities and the exterior and interior of the buildings must be maintained to a level

that is satisfactory to the City. The normal routine maintenance of the facilities must be designed to keep the premises in a good state of repair, free from hazardous conditions and deterioration, thus providing a comfortable and safe environment for all visitors and patrons of the Club. This will include, at a minimum:

1. repairing and maintaining
 - a) the HVAC system
 - b) kitchen equipment
 - c) range ball dispenser
 - d) range lights
 - e) electrical system
 - f) security systems
 - g) plumbing
 - h) buildings
 - i) fences
 - j) parking lot landscape irrigation
 - k) entrance sign and other signage
2. repairing and replacement of all office and restaurant furnishings, including window treatments
3. trash and rubbish removal
4. providing full utilities to all buildings
5. providing janitorial services

XII. Lake Maintenance

The costs associated with lake maintenance will be the responsibility of the successful Proposer; however, the City's Public Works Department will oversee the lake maintenance and vendor contract since some of the lakes are included in the original mitigation plan approved by the State of Florida Department of Environmental Protection. It is imperative that the lakes are maintained in accordance with applicable laws, rules and regulations.

SECTION 00220

EXHIBIT "B"

The Golf Course facility was financed with tax-exempt bonds. Accordingly, proposals must comply with the Internal Revenue Code requirements relating to "qualified management contracts".

General Requirements for Management Contracts. A Qualified Management Contract must:

1. Provide for reasonable compensation for services with no compensation based in whole or in part on a share of the net profits on the operation of the facility. The compensation can be based upon increases in gross revenues (or adjusted gross revenues), or reductions in expenses is permissible, but the arrangement may not be based upon both increases in gross revenues and any portion of the expenses.
2. The term of the contract cannot exceed 80% of the reasonably expected useful life of the property. Due to the proposed length of the contract, this is unlikely to be of concern in the context of the Golf Course.

Permissible Arrangements. The permissible arrangements are generally based upon the concept of some portion of the compensation's being a periodic fixed fee. Periodic fixed fee means a stated dollar amount for services rendered during a specified period of time. For example, \$1,000 per month is a periodic fixed fee. The dollar amount may be adjusted in accordance with a specified objective standard such as the consumer price index. A fixed fee is contrasted to a capitation fee (based upon the number of persons) or a per unit fee (based upon the number of units of an item provided or sold), both of which are not periodic fixed fees. A second concern is the term of the arrangement and this will include renewal options where the service provider has a right to renew the contract. A right on the behalf of the City to renew the contract, or a renewal which must be mutually agreed upon, will not constitute a renewal option (even if it expected to be renewed).

The permissible arrangements are as follows:

- (i) 95% fixed fee — 15 years. At least 95% of compensation to the manager for each annual period during the term of the contract is based upon a periodic fixed fee. The term of the contract must not exceed 15 years.
- (ii) 80% fixed fee — 10 year term. At least 80% if the compensation to the manager for each annual period during the term of the contract is based upon a periodic fixed fee. The term of the contract must not exceed 10 years.
- (iii) 50% periodic fixed fee — 5 year term. The contract must be terminable by the service provider upon reasonable notice, without penalty or cause, at the end of the third year if the contract term.
- (iv) Per unit fee — 3 year term. All of the compensation is on a per unit fee basis or combination of a periodic fixed fee on a per unit basis. Term of the contract does not exceed three years and the contract is terminable by the manager on reasonable notice without penalty or cause at the end of the second year of the contract term.

SECTION 00230

EXHIBIT "C"

CLUB INSURANCE PROGRAM

PREPARED FOR:

City of Port Orange DBA The Golf Club at Cypress Head, Inc.

6231 Palm Vista Street
Port Orange, FL 32128

07/01/2011- 07/01/2012

Presented by:

Town & Country Insurance Agency, Inc.

Program Manager:
Bollinger Inc.
101 JFK Parkway
Short Hills, NJ 07078
(800) 446-5311

CLUB INSURANCE PROGRAMS COVERAGE SUMMARY

PACKAGE POLICY

PROPERTY COVERAGE

Coverage protects your Club against direct and consequential loss resulting from a covered cause of loss. Coverage is provided on a special club form unless otherwise noted.

- ◆ Blanket Building & Personal Property \$ 2,276,200
- ◆ Deductible* \$ 2,500

*Windstorm/Hail Deductible- 5% of each building/contents subject to a \$100,000 minimum per occurrence, each location. will apply ONLY to those occurrences designated as Named Storms.

Risk of direct physical loss to building and personal property, includes bridges, towers, pipes, dams, exterior light fixtures and poles, inground sprinkler systems and equipment, tennis courts, televisions and radio satellite dishes and antennas, fences, bulkheads, pilings, piers, wharves, docks, retaining walls, roadways, walks, patios, other paved surfaces, outdoor signs, lightning detection/warning systems, foundations and swimming pools. Includes risk of direct physical loss the personal property of others. Includes coverage for Members Bags and Clubs while in the care, custody and control of the club. Coverage is provided on a replacement cost basis.

- ◆ Golf holes meaning tees, driving ranges, cut fairways, greens, grass and sand bunkers, cut and maintained roughs and other cut and maintained playing surfaces, not used in the maintenance and repair of the golf course and is covered on a "special perils" based upon the extent that they are covered causes of loss in the policy. These perils include fire, lightning, explosion, riot or civil commotion, aircraft, vehicles, vandalism, windstorm or hail and the weight of ice and snow. \$ 1,000,000

- ◆ Windstorm & Hail Deductible for Golf Holes /Named Storm \$150,000
per occurrence/each location

- ◆ Windstorm & Hail Deductible for Tree Debris Removal /Named Storm \$ 150,000
per occurrence/each location

- ◆ Includes golf clubs, bags and golf equipment of others while on the insured's premises, but not in the care, custody and control of the club not to exceed \$2,500 any one bag and set of clubs

Deductible: \$500

COVERAGE EXTENSIONS

Limits of Insurance At Each Location

◆ Newly Acquired or Constructed Buildings	\$ 2,000,000
◆ Newly Acquired Business Personal Property	\$ 1,000,000
◆ Debris Coverages (including removal of trees)	\$ 250,000
◆ Back-up of Sewers and Drains	\$ 250,000
◆ Building Alterations	\$ 100,000
◆ Valuable Papers and Records - Cost of Research	\$ 300,000
◆ Accounts Receivable	\$ 300,000
◆ Accounts Receivable in transit	\$ 25,000
◆ Club Professional Replacement Expense	\$ 50,000
◆ Business Income and Extra Expense	\$ 50,000
◆ Food Contamination Coverage	\$50,000
◆ Electronic Data Processing Equipment (Computer)	\$250,000
◆ Electronic Data Processing Equipment and Media (Media, Electronic Data and Programs)	\$ 100,000
◆ Fine Arts	\$ 50,000
◆ Fine Arts in the course of transit	\$25,000
◆ Newly Acquired Fine Arts	\$50,000
◆ Theft of Fur Garments	\$ 50,000
◆ Theft of Jewelry/Precious Metal	\$ 50,000
◆ Theft of stamps, Tickets & Lottery Tickets	\$2,500
◆ Utility Services-includes overhead transmission lines of Power Supply Companies - restrictions apply	\$ 100,000
◆ Power Interruption	\$ 100,000
◆ Water for Direct Physical Damage & Actual Loss of Business Income	\$ 50,000
◆ Property Off Premises	\$ 50,000
◆ Property in Transit, on Exhibition or in Custody of Salespersons	\$ 50,000
◆ Emergency Service Charge	\$ 15,000
◆ Fire Protection Devices	\$ 50,000
◆ Reward	\$ 50,000
◆ Preservation of Property	\$ 15,000
◆ Pollutant Clean Up and Removal	\$100,000
◆ Deferred Payments	\$ 50,000
◆ Additional Expenses	\$50,000
◆ Personal Effects	\$ 25,000
◆ Contract Penalty Clause	\$ 25,000
◆ Inventory & Appraisal	\$ 50,000
◆ Virus & Hacking	\$25,000
◆ Non-Owned Detached Trailers	\$5,000
◆ Lost Key Consequential Loss	\$ 5,000

◆ Theft of Dataline Services	\$ 5,000
◆ Errant Golf Ball Property Damage Coverage	\$ 1,500
◆ Hole-in-One Reimbursement Expense restrictions apply	\$250 occurrence/ \$2,000 aggregate
◆ Glass	INCLUDED
◆ Outdoor Trees, Shrubs, Plants & Lawns	EXCLUDED
◆ Expanded Premises Boundary	INCLUDED
◆ Brand and Label	INCLUDED
◆ Property of Others in the Care, Custody and Control of the Club	INCLUDED
◆ Ordinance or Law	
A. Coverage For Loss to the Undamaged Portion of the Property	INCLUDED
B. Demolition Cost Coverage	INCLUDED
C. Increase Cost of Construction	INCLUDED
◆ Automatic Increase - 3%	INCLUDED
◆ Agreed Amount	INCLUDED
◆ Flood Coverage (Eligible Flood zones B, C or X only)	OPTIONAL
◆ Earthquake \$25,000 Deductible (Eligible in Mercalli zones 1-6 only)	\$ 1,000,000

EQUIPMENT BREAKDOWN COVERAGES

◆ Coverage is automatically provided up to the property limits. Includes perils of mechanical breakdown, electrical arcing and steam boiler explosion.	INCLUDED
◆ Deductible: Includes but not limited to: Heating Equipment, Air Conditioning Equipment, Electrical Apparati, Deep Well and Other Pumps, Refrigeration Equipment, Motors and Water Heaters.	\$ 2,500
◆ Comprehensive Form	
◆ Property Damage	
◆ Business Income	
◆ Extra Expense	
◆ Off Premises Property Damage	
◆ Ammonia Contamination	
◆ Water Damage	
◆ Service Interruption	
◆ Consequential Damage (Spoilage)	
◆ Expediting Expense	
◆ CFC Refrigerants	
◆ Computer Equipment	\$ 100,000
◆ Hazardous Substance Clean-up	\$ 100,000
◆ Loss Control Services	
◆ Annual State Inspections	

BUSINESS INCOME COVERAGE

- ◆ Business Income and Extra Expense \$ 200,000
- ◆ Deductible NO WAITING PERIOD
 - Windstorm & Hail Deductible (ONLY Named Storms) 72 Hours
- ◆ Coinsurance Percentage WAIVED
- ◆ Extra Expense is part of the Limit
 - Covers loss of net income, continuing expenses, and extra expenses you incur during the period of restoration

INLAND MARINE COVERAGES

- ◆ Accounts Receivable INCLUDED
 - ◆ Maintenance Equipment/Golf Carts -- \$250 deductible \$ 595,034
 - ◆ Silverware, Club Trophies & Prizes OPTIONAL
 - ◆ Fine Arts INCLUDED
 - ◆ Mini-Computer/Word Processor INCLUDED
-
- ◆ Valuable Papers & Records INCLUDED
 - (when no deductible shown, all other peril deductible will apply)

COMMERCIAL GENERAL LIABILITY COVERAGE

Coverage is provided for damage you are legally obligated to pay due to Bodily Injury or Property Damage caused by an occurrence and arising out of your ownership, maintenance, or use of your premises or operations.

◆ Bodily Injury & Property Damage Per Occurrence Limit	\$ 1,000,000
◆ Bodily Injury & Property Damage General Aggregate	\$ 3,000,000
◆ Bodily Injury & Property Damage Products/Completed Operations Aggregate	\$ 3,000,000
◆ Personal and Advertising Liability Limit	\$ 1,000,000
◆ Fire Damage Liability	\$ 300,000 Any one Premises
◆ Medical Payments (including members)	\$ 15,000 Any one Person

GENERAL LIABILITY ENHANCEMENTS

- Independent Contractors
- Contractual Liability
- Defense Costs in Addition to Limits
- Host Liquor Liability
- Incidental Malpractice
- Non-Owned Watercraft up to 51 feet
- Worldwide Coverage - Limited
- Waiver of Subrogation
- Additional Insureds:
 - Employees
 - Club Members
 - Volunteer Workers
 - Golf or Tennis Professional
 - Incidental Malpractice (excluding physicians or medical doctors)
 - Golf Cart Operators (excess)
- Professional Liability - Club Professionals

◆ Liquor Law Liability	\$ 1,000,000 Per Occurrence
	\$ 1,000,000 Annual Aggregate

PREMIUM BASIS

◆ General Liability - Gross Income (less initiation fees & interest income)	\$ 1,433,490
◆ Liquor Liability - Receipts	\$ 95,500
◆ Hired and Non-Owned Auto Liability	\$ 1,000,000
◆ Garagekeepers' Insurance (Valet Parking)	OPTIONAL

Professional Liability Exclusion:

All professional services except the following provided by employees:

- a) the rendering or failure to render services by a tennis, golf or touring golf, tennis professionals, certified and licensed fitness trainers, or any other athletic instructors
- (b) the rendering or failure to render any treatment or services to the body by a barber, beautician, or manicurist; or
- (c) body massaging

Policy is NOT subject to audit

EMPLOYEE BENEFITS LIABILITY

◆ Employee Benefits Liability	\$ 1,000,000
◆ Deductible	\$ 1,000
◆ Claims Made	

COMMERCIAL CRIME EXTENSIONS

◆ Employee Theft	\$ 50,000
◆ Premises - Money and Securities	\$ 10,000
◆ Transit - Money and Securities	\$ 10,000
◆ Depositors Forgery	\$ 50,000
◆ Money Order & Counterfeit Paper Currency	\$ 5,000
◆ Deductible	\$ 1,000

Broadened Definition of Employee

- Any Non-Compensated Officer
- Any Director or Trustee of an Insured

Theft by Computer

◆ ERISA Bonding (covered up to Employee Theft limit)	INCLUDED
(ERISA bonding requirement must be 10% of plan assets—higher limits available)	

BUSINESS AUTOMOBILE

* Combined Single Limit	OPTIONAL
* Personal Injury	OPTIONAL
* Medical Payments	OPTIONAL
* Uninsured Motorists	OPTIONAL
* Comprehensive	OPTIONAL
* Collision	OPTIONAL

Physical Damage Coverage:

Comprehensive - (deductible) N/A

Comprehensive perils include, but not limited to, breakage of glass, theft, fire, earthquake, flood, windstorm, hail, vandalism and malicious mischief.

Collision - (deductible) N/A

Collision is considered to be collision with another object and upset or overturn of the vehicle

SCHEDULED VEHICLES

DIRECTORS & OFFICERS LIABILITY COVERAGE

◆ Limit of Liability

OPTIONAL
Each Loss
OPTIONAL
Each Policy Year

◆ Deductibles

Directors and Officers

N/A

Employment Practices

N/A

DIRECTORS & OFFICERS LIABILITY ENHANCEMENTS

◆ Claims Made Form

Non - Profit Organization Form

Broadened Definition of Named Insured:

- Past, Present and Future Directors, Officers and Trustees
- Committee Members
- Employers
- Volunteers
- Clubs as a Legal Entity

"Duty to Defend" Language

Hammer Clause 75/25 Provision

Severability of Interest

Defense Cost Outside of Liability Limit

Identity Theft

Terrorism Travel Coverage

Terrorism Emergency Real Estate Fees

Terrorism Temporary Meeting Space Reimbursement

Terrorism Destroyed Records Reimbursement

Terrorism Death Benefit

Workplace Violence

Key Person Replacement

Crisis Management Doubles

Donation Relief

Travel Accident

Federal Immigration and Nationality Act Violations

Kidnap Expense

Image Restoration and Counseling

No Exclusions For:

- Discrimination
- Failure to Maintain Insurance
- Prior Acts

EMPLOYMENT PRACTICES LIABILITY

3rd Party Liability Language:

Provides coverage for employee-related claims i.e.

Discrimination, Wrongful Termination, Sexual Harassment, Mental Anguish, Emotional Distress

FIDUCIARY LIABILITY

✦ Limit of Liability - ERISA Liability

OPTIONAL

✦ Deductible

N/A

✦ Claims Made

LIMITED POLLUTION LIABILITY COVERAGE-DESIGNATED SITE

Provides coverage for 3rd party claims which the insured is legally obligated to pay due to damages related to bodily injury, property damage and clean-up costs (including government mandate) as a result of the discharge, dispersal, seepage, migration, release, or escape of covered pollutants at or from a designated site.

Broad definition of pollutants includes: Pesticides, Herbicides, Fungicide, Fertilizers, Insecticides, Pool Chemicals and or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

◆ Per Incident Limit	\$ 1,000,000
◆ Annual Aggregate	\$ 1,000,000
◆ Claims Made Form	
◆ Deductible*	NONE
*Corrective Action Cost (Applicable Only if Tank Liability Coverage Included)	\$5,000
Includes Off Premises Cleanup	
Includes Mandated Governmental Clean-up Coverage Limit	\$1,000,000
◆ Above Ground Storage Tank Liability (2 tanks)	INCLUDED

UMBRELLA LIABILITY COVERAGE

Provides catastrophic liability coverage over other liability insurance carried by you and known as underlying insurance. It also covers all but a few specifically excluded liability exposures on claims to which no underlying insurance applies

◆ Limit of Liability

- Each Occurrence	\$ 1,000,000
- General Aggregate	\$ 2,000,000
- Products Aggregate	\$ 1,000,000

◆ <u>Self-insured Retention</u>	NONE
---------------------------------	------

UMBRELLA LIABILITY ENHANCEMENTS

◆ Follow Form Basis:

Comprehensive General Liability including Hired & Non-Owned Auto	INCLUDED
Employee Benefits Liability	INCLUDED
Commercial Automobile Liability	NOT INCLUDED
Liquor Liability	INCLUDED
Employers Liability	NOT INCLUDED

Workers Compensation must be written with acceptable carrier & rated A- or better in A.M. Best. EL limits must be \$500/500/500. for all states except TX and CA limits must be \$1000/1000/1000.

City of Port Orange DBA The Golf Club at Cypress Head
Statement of Values for Policy Effective: 07/01/2011

Loc	Bldg	Property Description	Bldg 100%	Cont 100%
1	1	Men Clubhouse	1,200,000	275,000
1	1	Steel Fence	15,000	0
1	1	2 AGST	6,200	0
1	2	Maintenance Bldg	100,000	50,000
1	3	Cart Barn	275,000	75,000
1	4	Restroom 6th hole	10,000	10,000
1	5	Restroom 14 Hole	10,000	10,000
			1,616,200	420,000
		Grand Total - All Locations		2,276,200


 Insured Signature


 Date

Exhibit “B” - Kemper Response to RFP

ON FILE WITH CLERK’S OFFICE

SELECTION CRITERIA:

TYPE - EQ

LOCATION - 53

STATUSES - F A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012

DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: DATE	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR / STATUS	DEPR ACCT	TYPE	DATE	PROJECT	INS COVERAGE	YTD DEPR	CAPITAL COST	
COM CODE	DEPR EXP ACCT	ACCUM DEPR ACCT	NEW/USED	INVESTMENT ACCOUNT	PRICE		BOOK VALUE	
ASSET CLS	SERIAL NUMBER							
ASSET ACCOUNT								
535861 / 0000 / FERTILIGATION SYSTEM	10 00 580	GOLF COURSE	Y	P	5861	252244	PRO PLUS/LYLE INC	5800.00
55314 / 6/12/1992	10 00 580	GOLF COURSE			6/12/1992	60		
FULLY DEPRECIATED								
EQUIPMENT (DEPRECIABLE)								
505000001660000	50510005809902				0/00/0000			5800.00
P	505000001670000					.00		5800.00
505000001660000	505							
535870 / 0000 / HONDA PRESSURE WASHER	10 00 580	GOLF COURSE	Y	P	5870	10225	A A CASEY CO. OF DAYTONA	1517.00
56847 / 8/28/1992	10 00 580	GOLF COURSE			8/28/1992	60		1517.00
FULLY DEPRECIATED								
EQUIPMENT (DEPRECIABLE)								
50510005809902	50510005809902				0/00/0000			1517.00
P	505000001670000					.00		1517.00
505000001660000	505							
535873 / 0000 / BROWER MARK 2 SOD CUTTER	10 00 580	GOLF COURSE	Y	P	5873	252344	OVIDO TRACTOR COMPANY	2010.00
56660 / 8/14/1992	10 00 580	GOLF COURSE			8/14/1992	60		2010.00
FULLY DEPRECIATED								
EQUIPMENT (DEPRECIABLE)								
50510005809902	50510005809902				0/00/0000			2010.00
P	505000001670000					.00		2010.00
505000001660000	505							
535878 / 0000 / TRUE BAR COOLER TBB-4 (BAR AREA)	03 00 580	GOLF COURSE	Y	P	5878	252331	DESIGNS, FURNISHINGS &	1325.00
57084 / 9/11/1992	03 00 580	GOLF COURSE			9/11/1992	60		1325.00
FULLY DEPRECIATED								
EQUIPMENT (DEPRECIABLE)								
45003005799902	45003005799902				0/00/0000			1325.00
P	450000001670000					.00		1325.00
450000001660000	450							
535879 / 0000 / DRAINBOARD SUPERMETAL (BAR AREA)	03 00 580	GOLF COURSE	Y	P	5879	252331	DESIGNS, FURNISHINGS &	277.00
57084 / 9/11/1992	03 00 580	GOLF COURSE			9/11/1992	60		277.00
FULLY DEPRECIATED								
EQUIPMENT (DEPRECIABLE)								
45003005799902	45003005799902				0/00/0000			277.00
P	450000001670000					.00		277.00
450000001660000	450							
535880 / 0000 / BAR SINK SUPERMETAL (BAR AREA)	03 00 580	GOLF COURSE	Y	P	5880	252331	DESIGNS, FURNISHINGS &	558.00
57084 / 9/11/1992	03 00 580	GOLF COURSE			9/11/1992	60		558.00
FULLY DEPRECIATED								
EQUIPMENT (DEPRECIABLE)								
45003005799902	45003005799902				0/00/0000			558.00
P	450000001670000					.00		558.00
450000001660000	450							
535881 / 0000 / RECESS SINK COMBO SUPERMETAL	03 00 580	GOLF COURSE	Y	P	5881	252331	DESIGNS, FURNISHINGS &	245.00
57084 / 9/11/1992	03 00 580	GOLF COURSE			9/11/1992	60		245.00
FULLY DEPRECIATED								
EQUIPMENT (DEPRECIABLE)								
45003005799902	45003005799902				0/00/0000			245.00
P	450000001670000					.00		245.00
450000001660000	450							
535882 / 0000 / COCKTAIL UNIT SUPERMETAL					5882	252331	DESIGNS, FURNISHINGS &	

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK DATE	STATUS	MANUFACT TYPE	COM CODE	ASSET CLS	SERIAL NUMBER	ASSET ACCOUNT	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
535882 / 0000 / COCKTAIL UNIT SUPERMETAL	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 25	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	N	0/00/0000	60	DESIGNS, FURNISHINGS	.00	.00	752.00	.00	.00	752.00
535883 / 0000 / COCKTAIL UNIT SUPERMETAL (BAR AREA)	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 31	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	N	0/00/0000	60	DESIGNS, FURNISHINGS	.00	.00	752.00	.00	.00	752.00
535887 / 0000 / RECESS SINK COMBO SUPERMETAL	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 26	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	N	0/00/0000	60	DESIGNS, FURNISHINGS	.00	.00	245.00	.00	.00	245.00
535888 / 0000 / FRYMASTER FRYER MDL# MJ3355D	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 20	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	N	0/00/0000	60	DESIGNS, FURNISHINGS	.00	.00	1200.00	.00	.00	1200.00
535889 / 0000 / DRAINBOARD SUPERMETAL (BAR AREA)	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 27	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	N	0/00/0000	60	DESIGNS, FURNISHINGS	.00	.00	219.00	.00	.00	219.00
535894 / 0000 / UNIVEX SLICER	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 15	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	N	0/00/0000	60	DESIGNS, FURNISHINGS	.00	.00	954.00	.00	.00	954.00
535895 / 0000 / HEAT LAMP (KITCHEN AREA)	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 14	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	N	0/00/0000	60	DESIGNS, FURNISHINGS	.00	.00	132.00	.00	.00	132.00
535896 / 0000 / CHEF'S TABLE	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 14	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	N	0/00/0000	60	DESIGNS, FURNISHINGS	.00	.00	2115.00	.00	.00	2115.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / CHECK NBR MANUFACT COM CODE ASSET CLS ASSET ACCOUNT	IMPROVEMENT NBR / CHECK DATE STATUS TYPE SERIAL NUMBER	DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
535896		CHEF'S TABLE FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) ITEM 13	GOLF COURSE 45003005799902 45000001670000 450				9/11/1992 004685 N	0/00/0000			.00 .00 2115.00 .00
535899		/ 0000 / ADVANCE POT SINK 9/11/1992	03 00 580 GOLF COURSE	Y	P	5899	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS,	FURNISHINGS & .00 1195.00 .00 1195.00 .00 1195.00 .00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) 94K6181 ITEM 7	45003005799902 45000001670000 450								
535900		/ 0000 / ARTIC WALK IN COOLER (KITCHEN AREA) 9/11/1992	03 00 580 GOLF COURSE	Y	P	5900	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS,	FURNISHINGS & .00 4745.00 .00 4745.00 .00 4745.00 .00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) NONE	45003005799902 45000001670000 450								
535901		/ 0000 / ADVANCE DISHTABLE 9/11/1992	03 00 580 GOLF COURSE	Y	P	5901	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS,	FURNISHINGS & .00 413.00 .00 413.00 .00 413.00 .00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) OTC53048L ITEM 8	45003005799902 45000001670000 450								
535903		/ 0000 / SOILED DISHTABLE 9/11/1992	03 00 580 GOLF COURSE	Y	P	5903	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS,	FURNISHINGS & .00 1605.00 .00 1605.00 .00 1605.00 .00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) K45K30600 ITEM 10	45003005799902 45000001670000 450								
535904		/ 0000 / ADVANCE RACK SHELF 9/11/1992	03 00 580 GOLF COURSE	Y	P	5904	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS,	FURNISHINGS & .00 196.00 .00 196.00 .00 196.00 .00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) ITEM 11	45003005799902 45000001670000 450								
535905		/ 0000 / FILING CABINET LATERAL 4 DWR GRAY 9/30/1992	03 00 580 GOLF COURSE	MDL "HON" P		5905	PURCHASED 9/29/1992 004851 N	0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES	136.50 136.50 136.50 136.50 136.50 136.50
57579		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) NONE	45003005799902 45000001670000 450								
535906		/ 0000 / FILING CABINET LATERAL 4 DWR GRAY 9/30/1992	03 00 580 GOLF COURSE	MDL "HON" P		5906	PURCHASED 9/29/1992 004851 N	0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES	136.50 136.50 136.50 136.50 136.50 136.50
57579		FULLY DEPRECIATED									

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	ACQUISITION:	DATE	INS COVERAGE	YTD DEPR	CAPITAL COST	LTD DEPR
MANUFACT	STATUS	COST CENTER	CODE	METHOD	DATE	PROJECT	VALUE		
COM CODE	TYPE	LOCATION		PO NBR	DATE				
ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT		NEW/USED	PRICE				
ASSET ACCOUNT		FUNDING SOURCE		INVESTMENT ACCOUNT					BOOK VALUE
535906		FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON"		004851			.00	136.50	.00
415		EQUIPMENT (DEPRECIABLE)		N					
45000001660000		45003005799902							
45000001660000		45000001670000							
535907		FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON"		5907			251366	136.50	.00
57579		FULLY DEPRECIATED		PURCHASED	9/29/1992		.60		
415		EQUIPMENT (DEPRECIABLE)		004851			.00	136.50	.00
45000001660000		45003005799902		N			.00		
45000001660000		45000001670000							
535908		FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON"		5908			251366	136.50	.00
57579		FULLY DEPRECIATED		PURCHASED	9/29/1992		.60		
415		EQUIPMENT (DEPRECIABLE)		004851			.00	136.50	.00
45000001660000		45003005799902		N			.00		
45000001660000		45000001670000							
535910		0000 / LAMINATE DESK, GRAY, 30X60 "HON"		5910			251366	299.50	.00
57579		FULLY DEPRECIATED		PURCHASED	9/29/1992		.60		
415		EQUIPMENT (DEPRECIABLE)		004851			.00	299.50	.00
45000001660000		45003005799902		N			.00		
45000001660000		10481R ITEM 450							
535911		0000 / OAK EXECUTIVE DESK, 36X72 "HON"		5911			251366	265.00	.00
57579		FULLY DEPRECIATED		PURCHASED	9/29/1992		.60		
415		EQUIPMENT (DEPRECIABLE)		004851			.00	265.00	.00
45000001660000		45003005799902		N			.00		
45000001660000		10492							
535915		0000 / OAK BOOKCASE 4 SHELVES "HON"		5915			251366	115.50	.00
57579		FULLY DEPRECIATED		PURCHASED	9/29/1992		.60		
415		EQUIPMENT (DEPRECIABLE)		004851			.00	115.50	.00
45000001660000		45003005799902		N			.00		
45000001660000		45000001670000							
535916		0000 / PRINTER STAND, GRAY "HON"		5916			251366	102.00	.00
57579		FULLY DEPRECIATED		PURCHASED	9/29/1992		.60		
415		EQUIPMENT (DEPRECIABLE)		004851			.00	102.00	.00
45000001660000		GRAY 450		N			.00		
45000001660000		45000001670000							
535917		0000 / CHAIR EVERYDAY W/ARM "HON"		5917			251366	119.00	.00
57579		FULLY DEPRECIATED		PURCHASED	9/29/1992		.60		
415		EQUIPMENT (DEPRECIABLE)		004851			.00	119.00	.00
45000001660000		45003005799902		N			.00		
45000001660000		45000001670000							

ASSET REGISTER
BY ASSET TYPE

ASSET NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	ACQUISITION:	VENDOR	NBR	VENDOR NAME	PURCHASE COST
CHECK NBR	CHECK DATE	STATUS	COST CENTER	CODE	TYPE	DATE	METHOD	LIFE	REMA	INS COVERAGE	CAPITAL COST
COM CODE	TYPE	DEPR EXP ACCT	LOCATION			PO NBR	DATE	PROJECT		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL NUMBER	ACCUM DEPR ACCT	DEPR EXP ACCT			NEW/USED	PRICE			BOOK VALUE	
ASSET ACCOUNT		FUNDING SOURCE				INVESTMENT ACCOUNT					
535917	CHAIR EVERYDAY W/ARM "HON"										
P	ITEM7902NN61	450000001670000	450			N					.00
535918	/ 0000 / CHAIR EVERYDAY W/ARM "HON"										
57579	9/30/1992	03 00 580	Y	P		5918	251366	60	0	CAPITOL OFFICE SUPPLIES	119.00
415	FULLY DEPRECIATED	GOLF COURSE				9/29/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				004851					119.00
450000001660000	ITEM7902NN61	450000001670000	450			N					.00
535925	/ 0000 / CHAIRS, 84 UPHOLSTERED RESTAURANT										
57610	9/30/1992	03 00 580	Y	P		5925	252351	60	0	WM. B. DODSON FURNITURE C.	8100.12
965	FULLY DEPRECIATED	GOLF COURSE				9/29/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				004855					.00
450000001660000	NONE	450000001670000	450			N					.00
535926	/ 0000 / STACKING CHAIRS 18" ONE PIECE PLASTIC										
57017	9/04/1992	03 00 580	Y	P		5926	252404	60	0	VIRCO MFG. CO.	1927.80
415	FULLY DEPRECIATED	GOLF COURSE				9/04/1992	0/00/0000				.00
G	EQUIPMENT (DEPRECIABLE)	45003005799902				005194					1927.80
450000001660000	NONE	450000001670000	450			N					.00
535928	/ 0000 / TABLE TOPS (20, FOR RESTAURANT)										
57257	9/18/1992	03 00 580	Y	P		5928	2404.00	60	0		2404.00
965	FULLY DEPRECIATED	GOLF COURSE				9/25/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				004855					2404.00
450000001660000	NONE	450000001670000	450			N					.00
535929	/ 0000 / CHAIR CART/DOLLIES										
57017	9/04/1992	03 00 580	Y	P		5929	252404	60	0	VIRCO MFG. CO.	113.00
415	FULLY DEPRECIATED	GOLF COURSE				9/04/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				005194					113.00
450000001660000	NONE	450000001670000	450			N					.00
535930	/ 0000 / CHARCOAL GREY FOLDING TABLES 30X96 (18 TABLES)										
57017	9/04/1992	03 00 580	Y	P		5930	252404	60	0	VIRCO MFG. CO.	954.00
415	FULLY DEPRECIATED	GOLF COURSE				9/04/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				005194					954.00
450000001660000	NONE	450000001670000	450			N					.00
535931	/ 0000 / SHELVING FOR KITCHEN AREA										
57084	9/11/1992	03 00 580	Y	P		5931	252331	60	0	DESIGNS, FURNISHINGS &	1384.00
965	FULLY DEPRECIATED	GOLF COURSE				9/11/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				004685					1384.00
450000001660000	ITEM 2, 4, 5,	450000001670000	450			N					.00

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK DATE	STATUS	MANUFACT TYPE	COM CODE	ASSET CLS SERIAL NUMBER	ASSET ACCOUNT	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: DATE METHOD	PO NBR	NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	REMA LIFE PROJECT	VENDOR NAME	INS COVERAGE YTD DEPR	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
535931 / SHELVING FOR KITCHEN AREA						450000001660000	450															
535963 / 0000 / HOSHIZAKI ICE MACHINE MDL KM-630M9E	12/03/1998					450000001660000	56 00 579 Y		P	5963	PURCHASED 12/03/1998			0/00/0000	254754	60	PURCHASING ASSN. OF PRIVA	.00	1951.00	.00	1951.00	.00
P 87007 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45003005799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	
535981 / 0000 / PORTABLE DANCE FLOORING FOR BANQUET ROOM	10/19/2000					450000001660000	56 00 579 Y		P	5981	PURCHASED 10/19/2000			0/00/0000	250736	60	SICO AMERICA, INC.	.00	4870.80	.00	4870.80	.00
P 36919 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45003005799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	
535992 / 0000 / PORTER-CABLE AIR COMPRESSOR 175 PSI ML CPLKC7090V2						450000001660000	56 00 579 Y		P	5992	PURCHASED 5/13/2002			0/00/0000	254905	60	LOWES COMPANIES, INC.	.00	849.60	.00	849.60	.00
P FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45003005799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	
536486 / 0000 / RANGE/OVEN, VULCAN	8/24/2000					450000001660000	54 00 579 Y		P	6486	PURCHASED 8/24/2000			0/00/0000	255328	60	SYSCO SUPPLY & EQUIPMENT	.00	5033.77	.00	5033.77	.00
P 35288 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45054005799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	
536895 / 0000 / ICE MACHINE/DISPENSER HOSHIZAKI	6/05/2008					450000001660000	53 01 579 Y		P	6895	PURCHASED 6/30/2008			0/00/0000	166123	60	PORT ORANGE AIR CONDITION	.00	5475.41	.00	5475.41	.00
P 129035 ACTIVE EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45053015799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	
536900 / 0000 / A/C, RUUD 5 TON W/HEAT PUMP (450 FUND PORTION)	8/24/2012					450000001660000	03 00 579 Y		P	6900	PURCHASED 9/26/2012			0/00/0000	166123	60	PORT ORANGE AIR CONDITION	.00	1900.00	.00	1900.00	.00
P 155484 ACTIVE EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45003005799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	
536900 / 0001 / A/C, RUUD 5 TON W/HEAT PUMP (451 FUND PORTION)	8/24/2012					450000001660000	03 00 579 Y		P	6900	PURCHASED 9/26/2012			0/00/0000	166123	60	PORT ORANGE AIR CONDITION	.00	1900.00	.00	1900.00	.00
P 155484 ACTIVE EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45003005799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: LOCATION	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
CHECK NBR CHECK DATE	MANUFACT TYPE	STATUS								
COM CODE	ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT	PO NBR	NEW/USED	PRICE	PROJECT	YTD DEPR	SALVAGE VALUE	CAPITAL COST
ASSET ACCOUNT	FUNDING SOURCE	ACCUM DEPR ACCT	INVESTMENT ACCOUNT							LTD DEPR
										BOOK VALUE
537000 / 0030 / GOLF COURSE - CONTAINMENT BARRIERS FY04	10 00 580	Y	P	7000	PURCHASED 5/31/2004	0/00/0000	255384 60	HALL ARCHITECTURAL ASSOCI	.00	20489.00
68858 / 4/08/2004	FULLY DEPRECIATED				046665			.00		.00
P 50500001660000	NONE				N		.00	.00		20489.00
50500001660000	505									.00
556546 / 0000 / WORKSTATION, TRION	PRO-M LIFT SYSTEM	Y	P	6546	PURCHASED 2/27/2001	0/00/0000	255795 60	TRION LIFTS INC	.00	9695.00
40350 / 2/28/2001	FULLY DEPRECIATED				036612			.00		.00
P 50510005809902	EQUIPMENT (DEPRECIABLE)				N		.00	.00		9695.00
50500001660000	505									.00
556790 / 0000 / 2003 NEARY BEDKNIFE GRINDER	10 00 580	Y	P	6790	PURCHASED 8/31/2003	0/00/0000	256527 60	COASTAL EQUIPMENT SYSTEMS	.00	8775.00
61783 / 7/17/2003	FULLY DEPRECIATED				043960			.00		.00
P 50510005809902	EQUIPMENT (DEPRECIABLE)				N		.00	.00		8775.00
50500001660000	505									.00
557996 / 0000 / 2003 AGRIMETAL FA-720 AERATOR	10 00 580	Y	P	7996	PURCHASED 1/31/2004	0/00/0000	256527 60	COASTAL EQUIPMENT SYSTEMS	.00	5540.00
64969 / 11/13/2003	FULLY DEPRECIATED				043960			.00		.00
P 50510005809902	EQUIPMENT (DEPRECIABLE)				N		.00	.00		5540.00
50500001660000	505									.00
ASSET TYPE EQ	NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	47 ASSETS			109,183.50	.00	
				NON-DEPRECIABLE:	0 ASSETS			1,095.08	.00	
				TOTAL:	47 ASSETS			103,558.35	.00	
								5,625.15	.00	

ASSET REGISTER
BY ASSET TYPE

			INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	47 ASSETS	109,183.50
		DEPRECIABLE:		.00
		NON-DEPRECIABLE:		.00
		TOTAL:		1,095.08
GRAND TOTAL	DISPOSED	TOTALS:	0 ASSETS	103,558.35
		DEPRECIABLE:		5,625.15
		NON-DEPRECIABLE:		.00
		TOTAL:		.00
GRAND TOTAL	DISPOSED	TOTALS:	47 ASSETS	109,183.50
		DEPRECIABLE:		.00
		NON-DEPRECIABLE:		.00
		TOTAL:		1,095.08
GRAND TOTAL	DISPOSED	TOTALS:	0 ASSETS	103,558.35
		DEPRECIABLE:		5,625.15
		NON-DEPRECIABLE:		.00
		TOTAL:		.00
GRAND TOTAL	DISPOSED	TOTALS:	0 ASSETS	.00
		DEPRECIABLE:		.00
		NON-DEPRECIABLE:		.00
		TOTAL:		.00
GRAND TOTAL	DISPOSED	TOTALS:	0 ASSETS	.00
		DEPRECIABLE:		.00
		NON-DEPRECIABLE:		.00
		TOTAL:		.00

SELECTION CRITERIA:

TYPE - RS

LOCATION - 53

STATUSES - F A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012

DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET REGISTER
BY ASSET TYPE

ASSET NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
CHECK NBR	CHECK DATE	LOCATION	DEPR EXP ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	PO NBR	NEW/USED	PRICE	PROJECT	YTD DEPR	BOOK VALUE	CAPITAL COST
COM CODE	TYPE	ASSET CLS	SERIAL NUMBER	ASSET ACCOUNT								
535823	/	0000 / CUSHMAN 56192 TOP DRESSER	10 00 580	Y	P	5823	PURCHASED	0/00/0000	250050	ZAUN EQUIPMENT	.00	6093.00
53286		3/13/1992 FULLY DEPRECIATED	50510005809902			003875	N		60	.00	.00	6093.00
P		92001271 ROLLING STOCK	50500001670000						.00			
50500001660000												
535831	/	0000 / JACOBSEN 62240 WALKING GREENS MOWER	10 00 580	Y	P	5831	PURCHASED	0/00/0000	250458	TRESCA INDUSTRIES, INC	.00	2926.00
53292		3/13/1992 FULLY DEPRECIATED	50510005809902			003876	N		60	.00	.00	2926.00
P		3253 ROLLING STOCK	50500001670000						.00			
50500001660000												
535851	/	0000 / 1992 FORD TRACTOR W/FRONT WEIGHTS	10 00 580	Y	P	5851	PURCHASED	0/00/0000	250385	FORD NEW HOLLAND, INC	.00	11794.00
55636		7/09/1992 FULLY DEPRECIATED	50510005809902			003504	N		60	.00	.00	11794.00
P		BD12097 ROLLING STOCK	50500001670000						.00			
50500001660000												
535853	/	0000 / 1992 FORD TRACTOR W/LOADER	10 00 580	Y	P	5853	PURCHASED	0/00/0000	250385	FORD NEW HOLLAND, INC	.00	14570.00
55636		7/09/1992 FULLY DEPRECIATED	50510005809902			003504	N		60	.00	.00	14570.00
P		BD12098 ROLLING STOCK	50500001670000						.00			
50500001660000												
555970	/	0000 / BLOWER, AGRIMETAL 360 JOHN DEERE	10 00 580	Y	P	5970	PURCHASED	0/00/0000	254202	NURCANE MACHINERY	.00	3150.00
19846		2/11/1999 FULLY DEPRECIATED	50510005809902			028408	N		60	.00	.00	3150.00
P		L 8800 ROLLING STOCK	50500001670000						.00			
50500001660000												
555971	/	0000 / SPIKER, GREENWHEELER	10 00 580	Y	P	5971	PURCHASED	0/00/0000	254830	REVELS TRACTOR CO.	.00	2200.00
20253		2/25/1999 FULLY DEPRECIATED	50510005809902			028420	N		60	.00	.00	2200.00
P		5157 ROLLING STOCK	50500001670000						.00			
50500001660000												
555973	/	0000 / 2000 JOHN DEERE ELECTRIC TURF GATOR 4X2 AMT	10 00 580	Y	P	5973	PURCHASED	0/00/0000	252090	NUCRANE CORPORATION	.00	6505.00
34987		8/10/2000 FULLY DEPRECIATED	50510005809902			034072	N		60	.00	.00	6505.00
P		W0E4X2E001125 ROLLING STOCK	50500001670000						.00			
50500001660000												
555976	/	0000 / 2000 TY-CROP TOP DRESSER, QUICK PASS 270				5976			255324	EXPRESS REEL GRINDING INC		

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION	DEPR EXP ACCT			PO NBR	PRICE	PROJECT	SALVAGE VALUE		CAPITAL COST
COM CODE	ACCUM DEPR ACCT	FUNDING SOURCE			NEW/USED	INVESTMENT ACCOUNT		YTD DEPR		LTD DEPR
ASSET ACCOUNT										BOOK VALUE
555976 / 2000 TY-CROP TOP DRESSER, QUICK PASS 270	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	60		.00	7690.00
34537 FULLY DEPRECIATED	GOLF COURSE				034509				.00	7690.00
P 50500001660000	50510005809902				N				.00	7690.00
505000001660000	505000001670000									
555989 / 0000 BRUSH, STANDARD QP270 (TOP DRESSER ATTACHMENT)	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	255324	EXPRESS REEL GRINDING INC	.00	1195.00
34537 FULLY DEPRECIATED	GOLF COURSE				034509		45		.00	1195.00
P 50500001660000	50510005809902				N				.00	1195.00
505000001660000	505000001670000									
555990 / 0000 TWIN SPINNERS QP270 (TOP DRESSER ATTACHMENT)	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	255324	EXPRESS REEL GRINDING INC	.00	1995.00
34537 FULLY DEPRECIATED	GOLF COURSE				034509		45		.00	1995.00
P 50500001660000	50510005809902				N				.00	1995.00
505000001660000	505000001670000									
555991 / 0000 BRUSH, VORTEX (TOP DRESSER ATTACHMENT)	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	255324	EXPRESS REEL GRINDING INC	.00	1195.00
34537 FULLY DEPRECIATED	GOLF COURSE				034509		45		.00	1195.00
P 50500001660000	50510005809902				N				.00	1195.00
505000001660000	505000001670000									
555995 / 0000 2004 TORO RM5500D FAIRWAY MOWER	10 00 580	Y	P		PURCHASED 5/31/2004	0/00/0000	254889	WESCO TURF SUPPLY INC	.00	34250.00
69156 FULLY DEPRECIATED	GOLF COURSE				046646		60		.00	34250.00
P 50500001660000	50510005809902				N				.00	34250.00
505000001660000	505000001670000									
555996 / 0000 2004 TORO RM5500D FAIRWAY MOWER	10 00 580	Y	P		PURCHASED 5/31/2004	0/00/0000	254889	WESCO TURF SUPPLY INC	.00	34250.00
69156 FULLY DEPRECIATED	GOLF COURSE				046646		60		.00	34250.00
P 50500001660000	50510005809902				N				.00	34250.00
505000001660000	505000001670000									
556545 / 0000 SHARPENER, NEARY RELL MDL 550SR	10 00 580	Y	P		PURCHASED 2/27/2001	0/00/0000	254889	WESCO TURF SUPPLY INC	.00	15900.00
40352 FULLY DEPRECIATED	GOLF COURSE				036613		60		.00	15900.00
P 50500001660000	50510005809902				N				.00	15900.00
505000001660000	505000001670000									
556784 / 0000 2003 JOHN DEERE 2500A GREENS MOWER	10 00 580	Y	P		PURCHASED 6784	0/00/0000	256527	COASTAL EQUIPMENT SYSTEMS	.00	21638.50
61783 FULLY DEPRECIATED	GOLF COURSE						60			

ASSET NBR / CHECK NBR MANUFACT COM CODE ASSET CLS ASSET ACCOUNT	IMPROVEMENT NBR / CHECK DATE STATUS TYPE SERIAL NUMBER	DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	TAG/REP#	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
556784	2003 JOHN DEERE 2500A GREENS MOWER FULLY DEPRECIATED ROLLING STOCK TC250AD010463 50500001660000		GOLF COURSE 50510005809902 50500001670000 505				8/31/2003 043960 N	0/00/0000		.00 .00	21638.50 .00
556785	/ 0000 / 2003 JOHN DEERE 2500A GREENS MOWER 7/17/2003 FULLY DEPRECIATED ROLLING STOCK TC250AD010498 50500001660000		10 00 580 GOLF COURSE 50510005809902 50500001670000 505	Y	P	6785	PURCHASED 8/31/2003 043960 N	0/00/0000	256527 60	COASTAL EQUIPMENT	SYSTEMS 21638.50 .00 21638.50 .00
556786	/ 0000 / 2003 JOHN DEERE PRO GATOR UTILITY VEHICLE 7/17/2003 FULLY DEPRECIATED ROLLING STOCK TC2020A035508 50500001660000		10 00 580 GOLF COURSE 50510005809902 50500001670000 505	Y	P	6786	PURCHASED 8/31/2003 043960 N	0/00/0000	256527 60	COASTAL EQUIPMENT	SYSTEMS 12670.00 .00 12670.00 .00
556787	/ 0000 / 2003 JOHN DEERE HD200 SPRAYER 7/17/2003 FULLY DEPRECIATED ROLLING STOCK TC200GX030175 50500001660000		10 00 580 GOLF COURSE 50510005809902 50500001670000 505	Y	P	6787	PURCHASED 8/31/2003 043960 N	0/00/0000	256527 60	COASTAL EQUIPMENT	SYSTEMS 5000.00 .00 5000.00 .00
556788	/ 0000 / 2003 JOHN DEERE ELECTRIC GATOR UTILITY VEHICLE 7/17/2003 FULLY DEPRECIATED ROLLING STOCK W0E4X2E002801 50500001660000		10 00 580 GOLF COURSE 50510005809902 50500001670000 505	Y	P	6788	PURCHASED 8/31/2003 043960 N	0/00/0000	256527 60	COASTAL EQUIPMENT	SYSTEMS 6815.00 .00 6815.00 .00
556789	/ 0000 / 2003 JOHN DEERE 1200A BUNKER & FIELD RAKE 7/17/2003 FULLY DEPRECIATED ROLLING STOCK TC1200A135456 50500001660000		10 00 580 GOLF COURSE 50510005809902 50500001670000 505	Y	P	6789	PURCHASED 8/31/2003 043960 N	0/00/0000	256527 60	COASTAL EQUIPMENT	SYSTEMS 7515.00 .00 7515.00 .00
556791	/ 0000 / 2003 JOHN DEERE 5105 TRACTOR 7/17/2003 FULLY DEPRECIATED ROLLING STOCK LV5105C410951 50500001660000		10 00 580 GOLF COURSE 50510005809902 50500001670000 505	Y	P	6791	PURCHASED 8/31/2003 043957 N	0/00/0000	255305 60	JOHN DEERE CO.	14011.60 .00 14011.60 .00
556876	/ 0000 / 2005 TORO 5 GANG PULL BEHIND MOWER 6/30/2005 FULLY DEPRECIATED		10 00 580 GOLF COURSE	Y	P	6876	PURCHASED 6/30/2005	0/00/0000	254889 60	WESCO TURF SUPPLY INC.	20182.92 .00

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR	CHECK DATE	STATUS	COST CENTER	CODE	TYPE	ACQUISITION:	REMA	INS COVERAGE	CAPITAL COST
MANUFACT			LOCATION			DATE	LIFE	YTD DEPR	LTD DEPR
COM CODE			DEPR EXP ACCT			PO NBR	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS	SERIAL NUMBER		ACCUM DEPR ACCT			NEW/USED			
ASSET ACCOUNT			FUNDING SOURCE			INVESTMENT ACCOUNT			
556876	2005	TORO 5 GANG PULL BEHIND MOWER				051816		.00	20182.92
P	ROLLING STOCK		50510005809302			N		.00	.00
50500001660000	250000117		505000001670000						
556877	0000	2005 TORO GROUNDSMASTER 228 D MOWER			P	6877	254889	WESCO TURF SUPPLY INC.	14322.84
80725	6/30/2005	FULLY DEPRECIATED	10 00 580	Y		6/30/2005	60	.00	14322.84
P	ROLLING STOCK		50510005809902			051816		.00	14322.84
50500001660000	240000317		505000001670000			N	.00		.00
556878	0000	2005 TORO REELMASTER 3100 D MOWER			P	6878	254889	WESCO TURF SUPPLY INC.	22157.23
80725	6/30/2005	FULLY DEPRECIATED	10 00 580	Y		6/30/2005	60	.00	22157.23
P	ROLLING STOCK		50510005809902			051816		.00	22157.23
50500001660000	240000598		505000001670000			N	.00		.00
556879	0000	2005 TORO REELMASTER 3100 D MOWER			P	6879	254889	WESCO TURF SUPPLY INC.	22157.23
80725	6/30/2005	FULLY DEPRECIATED	10 00 580	Y		6/30/2005	60	.00	22157.23
P	ROLLING STOCK		50510005809902			051816		.00	22157.23
50500001660000	240000628		505000001670000			N	.00		.00
556880	0000	2005 TORO WORKMAN 3200 UTILITY VEHICLE			P	6880	254889	WESCO TURF SUPPLY INC.	13501.55
80725	6/30/2005	FULLY DEPRECIATED	10 00 580	Y		6/30/2005	60	.00	13501.55
P	ROLLING STOCK		50510005809902			051816		.00	13501.55
50500001660000	250000138		505000001670000			N	.00		.00
556881	0000	2005 SALSICO 6" CHIPPER			P	6881	254889	WESCO TURF SUPPLY INC.	3500.00
82808	9/22/2005	FULLY DEPRECIATED	10 00 580	Y		9/30/2005	60	.00	3500.00
P	ROLLING STOCK		50510005809902			051816		.00	3500.00
50500001660000	1948		505000001670000			N	.00		.00
556882	0000	2006 MONTANA 4920 UTILITY TRACTOR W/LOADER			P	6882	258097	DISCOUNT TRACTORS OF VOL	20832.00
102655	6/29/2006	FULLY DEPRECIATED	10 00 580	Y		7/31/2006	60	.00	20832.00
P	ROLLING STOCK		50510005809902			055339		3124.80	20832.00
50500001660000	30202AD00032		505000001670000			N	.00		.00
556883	0000	2006 BUFFALO BLOWER BTKB10G2			P	6883	252354	GOLF VENTURES	6500.00
104163	9/08/2006	FULLY DEPRECIATED	10 00 580	Y		9/30/2006	60	.00	6500.00
P	ROLLING STOCK		50510005809902			055338		1191.67	6500.00

ASSET NBR / CHECK NBR MANUFACT COM CODE ASSET CLS ASSET ACCOUNT	IMPROVEMENT NBR / CHECK DATE STATUS TYPE SERIAL NUMBER	DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
556883 P 505000001660000	2006 / 11875 2006 BUFFALO BLOWER BTKB10G2 505000001670000 505					N		.00		.00
556884 104756 P 505000001660000	0000 / 9/29/2006 JOHN DEERE GATOR TE 10 00 580 FULLY DEPRECIATED ROLLING STOCK W04X2ED001581 505000001670000 505			Y	P	6884 PURCHASED 9/30/2006 055341 N	0/00/0000	256527 60	0	COASTAL EQUIPMENT SYSTEMS .00 7360.00 1349.34 7360.00 .00
556885 104756 P 505000001660000	0000 / 9/29/2006 JOHN DEERE GATOR TE 10 00 580 FULLY DEPRECIATED ROLLING STOCK 23215111075159 505000001670000 505			Y	P	6885 PURCHASED 9/30/2006 055341 N	0/00/0000	256527 60	0	COASTAL EQUIPMENT SYSTEMS .00 2975.00 545.42 2975.00 .00
556886 104163 P 505000001660000	0000 / 9/08/2006 RAYSIDE TANDEM BUMP TRAILER 10 00 580 FULLY DEPRECIATED ROLLING STOCK 1R9GD410TN063575 505000001670000 505			Y	P	6886 PURCHASED 9/30/2006 055338 N	0/00/0000	252354 60	0	GOLF VENTURES .00 9850.00 1805.84 9850.00 .00
556887 111619 P 505000001660000	0000 / 6/21/2007 CUSHMAN TURF TRUCKSTER 10 00 580 ACTIVE ROLLING STOCK 2535590 505000001670000 505			Y	P	6887 PURCHASED 7/31/2007 058020 N	0/00/0000	258395 60	9	KILPATRICK COMPANY .00 15699.32 13344.41 2354.91
556888 111698 P 505000001660000	0000 / 6/27/2007 JOHN DEERE ELECTRIC GATOR 4X2 10 00 580 ACTIVE ROLLING STOCK W04X2ED002156 505000001670000 505			Y	P	6888 PURCHASED 7/31/2007 057941 N	0/00/0000	256527 60	9	COASTAL EQUIPMENT SYSTEMS .00 7360.00 6256.00 1104.00
556889 111698 P 505000001660000	0000 / 6/27/2007 JOHN DEERE GREENS MOWER 10 00 580 ACTIVE ROLLING STOCK TC250AD030018 505000001670000 505			Y	P	6889 PURCHASED 7/31/2007 057941 N	0/00/0000	256527 60	9	COASTAL EQUIPMENT SYSTEMS .00 25928.00 22038.79 3889.21
556890 111698 P 505000001660000	0000 / 6/27/2007 JOHN DEERE GREENS MOWER 10 00 580 ACTIVE ROLLING STOCK TC250AD040698 505000001670000 505			Y	P	6890 PURCHASED 7/31/2007 057941 N	0/00/0000	256527 60	9	COASTAL EQUIPMENT SYSTEMS .00 25928.00 22038.79 3889.21

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
556890 / 2007 JOHN DEERE GREENS MOWER	505000001660000														
556892 / 0000 / 2008 JOHN DEERE 2500B MOWER	10 00 580	Y	P	PURCHASED 6/30/2008	059862	0/00/0000	6892	256527	COASTAL EQUIPMENT		5268.20	26341.00			8780.34
127649 / 4/04/2008	50510005809902			059862	N							17560.66			
P 505000001660000	505000001670000														
556893 / 0000 / 2008 JOHN DEERE 2500B MOWER	10 00 580	Y	P	PURCHASED 6/30/2008	059862	0/00/0000	6893	256527	COASTAL EQUIPMENT		5268.20	26341.00			8780.34
127649 / 4/04/2008	50510005809902			059862	N							17560.66			
P 505000001660000	505000001670000														
556894 / 0000 / 2008 JOHN DEERE ELECTRIC GATOR	10 00 580	Y	P	PURCHASED 6/30/2008	059862	0/00/0000	6894	256527	COASTAL EQUIPMENT		1533.80	7669.00			5112.66
127649 / 4/04/2008	50510005809902			059862	N							2556.34			
P 505000001660000	505000001670000														
556896 / 0000 / 2009 JOHN DEERE 7700 FAIRWAY MOWER	10 00 580	Y	P	PURCHASED 5/31/2009	062034	0/00/0000	6896	256527	COASTAL EQUIPMENT		7860.20	39301.00			18995.48
134686 / 3/26/2009	50510005809902			062034	N							20305.52			
P 505000001660000	505000001670000														
556897 / 0000 / 2009 JOHN DEERE 7700 FAIRWAY MOWER	10 00 580	Y	P	PURCHASED 5/31/2009	062034	0/00/0000	6897	256527	COASTAL EQUIPMENT		7860.20	39301.00			18995.48
134686 / 3/26/2009	50510005809902			062034	N							20305.52			
P 505000001660000	505000001670000														
556898 / 0000 / 2009 JOHN DEERE DECK MOWER 1445	10 00 580	Y	P	PURCHASED 5/31/2009	062034	0/00/0000	6898	256527	COASTAL EQUIPMENT		3622.80	18114.00			8755.10
134686 / 3/26/2009	50510005809902			062034	N							9358.90			
P 505000001660000	505000001670000														
556899 / 0000 / 2009 SISIS MULTI-SLIT SHEER FOR GOLF COURSE	10 00 580	Y	P	PURCHASED 5/31/2009	062036	0/00/0000	6899	214	ECKERT GOLF SALES, INC		1328.00	6640.00			3209.33
134701 / 3/26/2009	50510005809902			062036	N							3430.67			
P 505000001660000	505000001670000														

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / CHECK NBR MANUFACT COM CODE ASSET CLS ASSET ACCOUNT	IMPROVEMENT NBR / CHECK DATE STATUS TYPE SERIAL NUMBER	DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559229 151952 P 505000001660000	/ 0000 / E-Z GO 1/20/2012 ACTIVE ROLLING STOCK 2787640 505000001660000	HAULER 800G UTL CART 10 00 519 GOLF COURSE 50510005199902 505000001670000 505		Y	P	9229 PURCHASED 2/29/2012 066402 N	0/00/0000 .00	258706 60	EZ GO TETRON .00 .00 .00	6962.00 .00 6962.00
559230 151952 P 505000001660000	/ 0000 / E-Z GO 1/20/2012 ACTIVE ROLLING STOCK 2787329 505000001660000	HAULER 1200G UTL CART 10 00 519 GOLF COURSE 50510005199902 505000001670000 505		Y	P	9230 PURCHASED 2/29/2012 066402 N	0/00/0000 .00	258706 60	EZ GO TETRON .00 .00 .00	7345.00 .00 7345.00
559231 151467 P 505000001660000	/ 0000 / E-Z GO 12/15/2011 ACTIVE ROLLING STOCK 2782204 505000001660000	GOLF CART 10 00 519 GOLF COURSE 50510005199902 505000001670000 505		Y	P	9231 PURCHASED 2/29/2012 066402 N	0/00/0000 .00	258706 60	EZ GO TETRON .00 .00 .00	3865.00 .00 3865.00
559232 151467 P 505000001660000	/ 0000 / E-Z GO 12/15/2011 ACTIVE ROLLING STOCK 2782206 505000001660000	GOLF CART 10 00 519 GOLF COURSE 50510005199902 505000001670000 505		Y	P	9232 PURCHASED 2/29/2012 066402 N	0/00/0000 .00	258706 60	EZ GO TETRON .00 .00 .00	3865.00 .00 3865.00
559233 151467 P 505000001660000	/ 0000 / E-Z GO 12/15/2011 ACTIVE ROLLING STOCK 2782207 505000001660000	GOLF CART 10 00 519 GOLF COURSE 50510005199902 505000001670000 505		Y	P	9233 PURCHASED 2/29/2012 066402 N	0/00/0000 .00	258706 60	EZ GO TETRON .00 .00 .00	3865.00 .00 3865.00
559234 151467 P 505000001660000	/ 0000 / E-Z GO 12/15/2011 ACTIVE ROLLING STOCK 2782208 505000001660000	GOLF CART 10 00 519 GOLF COURSE 50510005199902 505000001670000 505		Y	P	9234 PURCHASED 2/29/2012 066402 N	0/00/0000 .00	258706 60	EZ GO TETRON .00 .00 .00	3865.00 .00 3865.00
559235 151467 P 505000001660000	/ 0000 / E-Z GO 12/15/2011 ACTIVE ROLLING STOCK 2782209 505000001660000	GOLF CART 10 00 519 GOLF COURSE 50510005199902 505000001670000 505		Y	P	9235 PURCHASED 2/29/2012 066402 N	0/00/0000 .00	258706 60	EZ GO TETRON .00 .00 .00	3865.00 .00 3865.00
559236 151467 P 505000001660000	/ 0000 / E-Z GO 12/15/2011 ACTIVE ROLLING STOCK 2782209 505000001660000	GOLF CART 10 00 519 GOLF COURSE 50510005199902 505000001670000 505		Y	P	9236 PURCHASED 2/29/2012 066402 N	0/00/0000 .00	258706 60	EZ GO TETRON .00 .00 .00	3865.00 .00 3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559236 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782210 P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	0/00/0000	60	.00 .00 .00	3865.00 .00 3865.00
559237 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782211 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9237 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559238 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782212 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9238 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559239 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782213 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9239 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559240 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782214 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9240 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559241 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782215 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9241 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559242 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782215 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9242 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559243 / 0000 / E-Z GO GOLF CART 151467 12/15/2011	10 00 519	Y	P	PURCHASED	9243	258706 60	EZ GO TEXTRON .00	3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION										PAGE	
CHECK NBR	NBR	/	STATUS	DATE	DEPR	CALC	TAG/REF#	ACQUISITION:	VENDOR NBR	VENDOR NAME	PURCHASE COST
MANUFACT	TYPE	TYPE	TYPE	TYPE	TYPE	TYPE	DATE	DATE	REMA	REMA	COST
COM CODE	TYPE	TYPE	TYPE	TYPE	TYPE	TYPE	DATE	DATE	REMA	REMA	COST
ASSET CLS	SERIAL	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER
ASSET ACCOUNT	ACCOUNT	ACCOUNT	ACCOUNT	ACCOUNT	ACCOUNT	ACCOUNT	ACCOUNT	ACCOUNT	ACCOUNT	ACCOUNT	ACCOUNT
559243	E-Z GO GOLF CART										
P	50500001660000										
	50510005199902										
	50500001670000										
	505										
559244	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										
	ROLLING STOCK										
P	50500001660000										
	50510005199902										
	50500001670000										
	505										
559245	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										
	ROLLING STOCK										
P	50500001660000										
	50510005199902										
	50500001670000										
	505										
559246	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										
	ROLLING STOCK										
P	50500001660000										
	50510005199902										
	50500001670000										
	505										
559247	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										
	ROLLING STOCK										
P	50500001660000										
	50510005199902										
	50500001670000										
	505										
559248	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										
	ROLLING STOCK										
P	50500001660000										
	50510005199902										
	50500001670000										
	505										
559249	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										
	ROLLING STOCK										
P	50500001660000										
	50510005199902										
	50500001670000										
	505										
559250	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST, CENTER, LOCATION, DEPR EXP ACCT, ACCUM DEPR ACCT, FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD, DATE, PO NBR, NEW/USED, INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR, LIFE, PROJECT	VENDOR NAME, INS COVERAGE, SALVAGE VALUE, YTD DEPR	PURCHASE COST, CAPITAL COST, LTD DEPR, BOOK VALUE
559250 P 505000001660000 E-Z GO GOLF CART ROLLING STOCK 2782225	50510005199902 505000001670000 505			066402 N			.00 .00	3865.00 3865.00
559251 151467 P 505000001660000 / 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782226	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9251 0/00/0000	258706 60 .00 .00 .00	EZ GO TEXTRON	3865.00 .00 .00 3865.00
559252 151467 P 505000001660000 / 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782227	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9252 0/00/0000	258706 60 .00 .00 .00	EZ GO TEXTRON	3865.00 .00 .00 3865.00
559253 151467 P 505000001660000 / 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782228	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9253 0/00/0000	258706 60 .00 .00 .00	EZ GO TEXTRON	3865.00 .00 .00 3865.00
559254 151467 P 505000001660000 / 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782229	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9254 0/00/0000	258706 60 .00 .00 .00	EZ GO TEXTRON	3865.00 .00 .00 3865.00
559255 151467 P 505000001660000 / 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782230	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9255 0/00/0000	258706 60 .00 .00 .00	EZ GO TEXTRON	3865.00 .00 .00 3865.00
559256 151467 P 505000001660000 / 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782231	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9256 0/00/0000	258706 60 .00 .00 .00	EZ GO TEXTRON	3865.00 .00 .00 3865.00
559257 151467 P 505000001660000 / 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK	10 00 519 GOLF COURSE 50510005199902	Y	P	PURCHASED 2/29/2012 066402	9257 0/00/0000	258706 60 .00 .00 .00	EZ GO TEXTRON	3865.00 .00 .00 3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559257 / 0000 / E-Z GO GOLF CART	505000001670000									
P 2782232	505									3865.00
559258 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9258	2/29/2012	0/00/0000		60	EZ GO TEXTRON	3865.00
151467	GOLF COURSE			066402						.00
P 2782233	50510005199902			N						.00
559259 / 0000 / E-Z GO GOLF CART	505000001670000									3865.00
151467	10 00 519	Y	P	PURCHASED 9259	2/29/2012	0/00/0000		60	EZ GO TEXTRON	3865.00
P 2782234	GOLF COURSE			066402						.00
559260 / 0000 / E-Z GO GOLF CART	505000001670000									3865.00
151467	10 00 519	Y	P	PURCHASED 9260	2/29/2012	0/00/0000		60	EZ GO TEXTRON	3865.00
P 2782235	GOLF COURSE			066402						.00
559261 / 0000 / E-Z GO GOLF CART	505000001670000									3865.00
151467	10 00 519	Y	P	PURCHASED 9261	2/29/2012	0/00/0000		60	EZ GO TEXTRON	3865.00
P 2782236	GOLF COURSE			066402						.00
559262 / 0000 / E-Z GO GOLF CART	505000001670000									3865.00
151467	10 00 519	Y	P	PURCHASED 9262	2/29/2012	0/00/0000		60	EZ GO TEXTRON	3865.00
P 2782237	GOLF COURSE			066402						.00
559263 / 0000 / E-Z GO GOLF CART	505000001670000									3865.00
151467	10 00 519	Y	P	PURCHASED 9263	2/29/2012	0/00/0000		60	EZ GO TEXTRON	3865.00
P 2782238	GOLF COURSE			066402						.00
559264 / 0000 / E-Z GO GOLF CART	505000001670000									3865.00
151467	10 00 519	Y	P	PURCHASED 9264	2/29/2012	0/00/0000		60	EZ GO TEXTRON	3865.00
P 2782240	GOLF COURSE			066402						.00
	50510005199902			N						.00

ASSET REGISTER
BY ASSET TYPE

PAGE 13

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR / CHECK DATE	LOCATION			DATE		LIFE	INS COVERAGE	CAPITAL COST
MANUFACT TYPE	DEPR EXP ACCT			PO NBR		PROJECT	YTD DEPR	LTD DEPR
COM CODE	ACCUM DEPR ACCT			NEW/USED			BOOK VALUE	
ASSET CLS SERIAL NUMBER	FUNDING SOURCE			INVESTMENT ACCOUNT				
ASSET ACCOUNT								
559264 50500001660000	E-Z GO GOLF CART							
559265 151467	/ 0000 / E-Z GO GOLF CART							
	ACTIVE	Y	P	2/29/2012	9265	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00
559266 151467	/ 0000 / E-Z GO GOLF CART							
	ACTIVE	Y	P	2/29/2012	9266	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00
559267 151467	/ 0000 / E-Z GO GOLF CART							
	ACTIVE	Y	P	2/29/2012	9267	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00
559268 151467	/ 0000 / E-Z GO GOLF CART							
	ACTIVE	Y	P	2/29/2012	9268	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00
559269 151467	/ 0000 / E-Z GO GOLF CART							
	ACTIVE	Y	P	2/29/2012	9269	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00
559270 151467	/ 0000 / E-Z GO GOLF CART							
	ACTIVE	Y	P	2/29/2012	9270	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00
559271 151467	/ 0000 / E-Z GO GOLF CART							
	ACTIVE	Y	P	2/29/2012	9271	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00

EXHIBIT "C"

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	TAG/REF#	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	TYPE	ACCT		PO NBR		PROJECT	YTD DEPR	LTD DEPR	
COM CODE	ASSET CLS	ASSET ACCOUNT	DEPR SOURCE	INVESTMENT ACCOUNT			BOOK VALUE		
559272 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9272	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559273 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9273	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559274 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9274	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559275 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9275	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559276 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9276	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559277 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9277	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559278 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9278	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559279 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9279	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK DATE	STATUS	MANUFACT TYPE	COM CODE	ASSET CLS	SERIAL NUMBER	ASSET ACCOUNT	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	PO NBR	NEW/USED	INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
559279 / E-Z GO GOLF CART	12/15/2011	ACTIVE	ROLLING STOCK	2782255				10 00 519 GOLF COURSE	Y	P		PURCHASED 2/29/2012	066402 N			0/00/0000	60			.00		3865.00		
505000001660000								50510005199902								.00				.00		3865.00		
505000001660000								505000001670000												.00		3865.00		
559280 / 0000 / E-Z GO GOLF CART	12/15/2011	ACTIVE	ROLLING STOCK	2782256				10 00 519 GOLF COURSE	Y	P	9280	PURCHASED 2/29/2012	066402 N			0/00/0000	60	EZ GO TEXTRON		.00		3865.00		
505000001660000								50510005199902								.00				.00		3865.00		
505000001660000								505000001670000												.00		3865.00		
559281 / 0000 / E-Z GO GOLF CART	12/15/2011	ACTIVE	ROLLING STOCK	2782257				10 00 519 GOLF COURSE	Y	P	9281	PURCHASED 2/29/2012	066402 N			0/00/0000	60	EZ GO TEXTRON		.00		3865.00		
505000001660000								50510005199902								.00				.00		3865.00		
505000001660000								505000001670000												.00		3865.00		
559282 / 0000 / E-Z GO GOLF CART	12/15/2011	ACTIVE	ROLLING STOCK	2782258				10 00 519 GOLF COURSE	Y	P	9282	PURCHASED 2/29/2012	066402 N			0/00/0000	60	EZ GO TEXTRON		.00		3865.00		
505000001660000								50510005199902								.00				.00		3865.00		
505000001660000								505000001670000												.00		3865.00		
559283 / 0000 / E-Z GO GOLF CART	12/15/2011	ACTIVE	ROLLING STOCK	2782260				10 00 519 GOLF COURSE	Y	P	9283	PURCHASED 2/29/2012	066402 N			0/00/0000	60	EZ GO TEXTRON		.00		3865.00		
505000001660000								50510005199902								.00				.00		3865.00		
505000001660000								505000001670000												.00		3865.00		
559284 / 0000 / E-Z GO GOLF CART	12/15/2011	ACTIVE	ROLLING STOCK	2782261				10 00 519 GOLF COURSE	Y	P	9284	PURCHASED 2/29/2012	066402 N			0/00/0000	60	EZ GO TEXTRON		.00		3865.00		
505000001660000								50510005199902								.00				.00		3865.00		
505000001660000								505000001670000												.00		3865.00		
559285 / 0000 / E-Z GO GOLF CART	12/15/2011	ACTIVE	ROLLING STOCK	2782262				10 00 519 GOLF COURSE	Y	P	9285	PURCHASED 2/29/2012	066402 N			0/00/0000	60	EZ GO TEXTRON		.00		3865.00		
505000001660000								50510005199902								.00				.00		3865.00		
505000001660000								505000001670000												.00		3865.00		
559286 / 0000 / E-Z GO GOLF CART	12/15/2011	ACTIVE	ROLLING STOCK	2782262				10 00 519 GOLF COURSE	Y	P	9286	PURCHASED				258706	60	EZ GO TEXTRON		.00		3865.00		

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	NEW/USED	INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	REMA LIFE PROJECT	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	YTD DEPR	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
559286 / E-Z GO GOLF CART	GOLF COURSE			2/29/2012	066402	N	0/00/0000								.00			.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559287 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559288 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559289 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559290 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559291 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559292 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00
559293 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	2/29/2012	066402	N	0/00/0000		60		EZ GO	TEXTRON			.00			3865.00
P 50500001660000	50510005199902			066402	N		.00								.00			3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	NEW/USED	INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	REMA LIFE PROJECT	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	YTD DEPR	PURCHASE COST	CAPITAL COST	BOOK VALUE
559293 / E-Z GO GOLF CART CHECK NBR / CHECK DATE MANUFACT STATUS COM CODE TYPE ASSET CLS SERIAL NUMBER ASSET ACCOUNT	50510005199902 505000001670000 505			066402 N											.00		3865.00
559294 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 ACTIVE ROLLING STOCK 2782271	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9294		0/00/0000		258706 60	60	EZ GO TEXTRON					3865.00	3865.00
559295 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 ACTIVE ROLLING STOCK 2782272	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9295		0/00/0000		258706 60	60	EZ GO TEXTRON					3865.00	3865.00
559296 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 ACTIVE ROLLING STOCK 2782276	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9296		0/00/0000		258706 60	60	EZ GO TEXTRON					3865.00	3865.00
559297 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 ACTIVE ROLLING STOCK 2782277	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9297		0/00/0000		258706 60	60	EZ GO TEXTRON					3865.00	3865.00
559298 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 ACTIVE ROLLING STOCK 2782278	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9298		0/00/0000		258706 60	60	EZ GO TEXTRON					3865.00	3865.00
559299 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 ACTIVE ROLLING STOCK 2782279	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9299		0/00/0000		258706 60	60	EZ GO TEXTRON					3865.00	3865.00
559300 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 ACTIVE ROLLING STOCK	10 00 519 GOLF COURSE 50510005199902	Y	P	PURCHASED 2/29/2012 066402	9300		0/00/0000		258706 60	60	EZ GO TEXTRON					3865.00	3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR REM LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559300 E-Z GO GOLF CART	505000001670000							
P 2782280	505							3865.00
559301 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9301	258706 60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902							.00
P 2782281	505000001670000							.00
505000001660000	505							3865.00
559302 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9302	258706 60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902							.00
P 2782282	505000001670000							.00
505000001660000	505							3865.00
559303 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9303	258706 60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902							.00
P 2782284	505000001670000							.00
505000001660000	505							3865.00
559304 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9304	258706 60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902							.00
P 2782285	505000001670000							.00
505000001660000	505							3865.00
559305 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9305	258706 60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902							.00
P 2782286	505000001670000							.00
505000001660000	505							3865.00
ASSET TYPE RS	NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	120 ASSETS	26,364.00		919,144.69
				NON-DEPRECIABLE:	0 ASSETS	55,741.54		530,207.73
								388,936.96
								.00
								.00
								.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		ASSIGNED:		DEPR		CALC		ACQUISITION:		TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	COST CENTER	LOCATION	DEPR CODE	TYPE	DATE	METHOD	DATE	DATE	DATE	PROJECT	LIFE	REMA	INS COVERAGE	SALVAGE VALUE	CAPITAL COST	LTD DEPR
MANUFACT	STATUS	DEPR EXP ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	NEW/USED	PRICE	INVESTMENT ACCOUNT										BOOK VALUE
COM CODE	TYPE																
ASSET CLS	SERIAL	NUMBER															
ASSET ACCOUNT																	

TOTAL:

120 ASSETS

26,364.00
55,741.54
919,144.69
530,207.73
388,936.96

				INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	120 ASSETS	919,144.69
					530,207.73
					388,936.96
			NON-DEPRECIABLE:	0 ASSETS	.00
					.00
					.00
					.00
		TOTAL:		120 ASSETS	919,144.69
					530,207.73
					388,936.96
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00
					.00
					.00
			NON-DEPRECIABLE:	0 ASSETS	.00
					.00
					.00
		TOTAL:		0 ASSETS	.00
					.00
					.00

SELECTION CRITERIA:

TYPE - CE
LOCATION - 53
STATUSES - F A
CLASS - ALL CLASSES
PROJECT - ALL PROJECTS
ACQUISITION METHOD - ALL ACQUISITION METHODS
DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE
DEPARTMENT - ALL DEPARTMENTS
DIVISION - ALL DIVISIONS
ACTIVITY - ALL ACTIVITIES
PRINT MISC INFO - NO
ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012
DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	MANUFACT	COM CODE	ASSET CLS	ASSET ACCOUNT	CHECK DATE	STATUS	TYPE	NUMBER	ASSIGNED:	DEPR	CALC	TAG/REF#	ACQUISITION:	DISPOSAL:	VENDOR NBR	VENDOR NAME	PURCHASE COST
									COST	CODE	TYPE		METHOD	DATE	LIFE	INS. COVERAGE	CAPITAL COST
									LOCATION				DATE	DATE	PROJECT	YTD DEPR	LTD DEPR
									DEPR EXP ACCT				PO NBR	METHOD		YTD DEPR	BOOK VALUE
									ACCUM DEPR ACCT				NEW/USED	PRICE			
									FUNDING SOURCE				INVESTMENT ACCOUNT				
535958 / 0000 / PRINTER, HP DESKJET 870CXI COLOR PRINTER												5958	PURCHASED	0/00/0000	254361	LOGICAL SOLUTIONS, INC.	480.00
7833 / 9/11/1997									56.00	579	P		9/11/1997		60		.00
FULLY DEPRECIATED									GOLF COURSE				022479				.00
COMPUTER EQUIPMENT									4500300579902				N				480.00
SG75DIGIFP									45000001670000								.00
45000001660000									450								.00
ASSET TYPE CE												1 ASSETS	DEPRECIABLE:				480.00
												0 ASSETS	NON-DEPRECIABLE:				480.00
												1 ASSETS	TOTAL:				480.00

GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	1 ASSETS	INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
					.00	480.00
					.00	.00
					.00	480.00
					.00	.00
			NON-DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			TOTAL:	1 ASSETS	.00	480.00
					.00	.00
					.00	480.00
					.00	.00
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			NON-DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			TOTAL:	0 ASSETS	.00	.00
					.00	.00
					.00	.00

Sorted: General - category

System No.	Asset Balances			Reductions					Total Reductions	Net Book Value		
	Beginning Balance	Additions	Deletions	Ending Balance	Acc. Depreciation	Current Depreciation	Sec. 179/ Bonus	Other Reductions			Deletion Reductions	
Buildings and Improvements												
2 Roll Up Doors	2,150.00	0.00	0.00	2,150.00	943.50	SL	40.00	N/A	100.00	0.00	997.25	1,152.75
13 Pro Shop Office	2,050.00	0.00	0.00	2,050.00	845.50	SL	40.00	N/A	100.00	0.00	896.75	1,153.25
14 18 Tee Signs	7,919.18	0.00	0.00	7,919.18	7,919.18	SL	7.00	N/A	100.00	0.00	7,919.18	0.00
16 11 Ball washers	3,385.15	0.00	0.00	3,385.15	3,385.15	SL	5.00	N/A	100.00	0.00	3,385.15	0.00
17 Range Lights	5,300.00	0.00	0.00	5,300.00	4,542.84	SL	7.00	N/A	100.00	0.00	5,300.00	0.00
20 Pump	2,450.00	0.00	0.00	2,450.00	2,100.00	SL	7.00	N/A	100.00	0.00	2,450.00	0.00
22 Range Lights	1,293.25	0.00	0.00	1,293.25	1,108.50	SL	7.00	N/A	100.00	0.00	1,293.25	0.00
25 Park Benches	1,739.18	0.00	0.00	1,739.18	1,490.70	SL	20.00	N/A	100.00	0.00	1,739.18	0.00
27 Side Walks	2,736.60	0.00	0.00	2,736.60	820.98	SL	40.00	N/A	100.00	0.00	957.81	1,778.79
31 Plants Trees Parking Lot	3,875.00	0.00	0.00	3,875.00	581.28	SL	20.00	N/A	100.00	0.00	678.16	3,196.84
33 Duct Smoke detectors	1,574.32	0.00	0.00	1,574.32	472.32	SL	7.00	N/A	100.00	0.00	551.04	1,023.28
34 Restaurant Lights	1,149.72	0.00	0.00	1,149.72	698.06	SL	20.00	N/A	100.00	0.00	862.31	287.41
38 Rest. & Pro Shop Entrances	4,584.00	0.00	0.00	4,584.00	1,069.60	SL	40.00	N/A	100.00	0.00	1,298.80	3,285.20
39 Restaurant Banquet Rm Enclosure	7,250.00	0.00	0.00	7,250.00	860.94	SL	20.00	N/A	100.00	0.00	1,042.19	6,207.81
40 Cart Pathway Pavers	9,367.00	0.00	0.00	9,367.00	1,951.46	SL	20.00	N/A	100.00	0.00	2,419.81	6,947.19
43 Golf Course Drains	8,011.36	0.00	0.00	8,011.36	1,669.04	SL	400.57	0.00	0.00	0.00	2,069.61	5,941.75
44 Subtotal Buildings and Improvements	64,834.76	0.00	0.00	64,834.76	30,459.05	3,401.44	0.00	0.00	0.00	0.00	33,860.49	30,974.27
Less dispositions and exchanges:												
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net for Buildings and Improvements	64,834.76	0.00	0.00	64,834.76	30,459.05	3,401.44	0.00	0.00	0.00	0.00	33,860.49	30,974.27
Furniture and Fixtures												
7 Furniture and Fixtures	749.00	0.00	0.00	749.00	749.00	SL	7.00	N/A	100.00	0.00	749.00	0.00
EXHIBIT "C"												

10/01/2011 - 09/30/2012

System No.	Asset Balances				Reductions				Net Book Value			
	Beginning Balance	Additions	Deletions	Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Other Reductions		Deletion Reductions	Total Reductions	
Furniture and Fixtures												
Ball Washer	1,537.00	0.00	0.00	1,537.00	1,537.00	0.00	SL	N/A	100.00	0.00	1,537.00	0.00
8 Scoreboards	3,338.00	0.00	0.00	3,338.00	3,338.00	0.00	SL	N/A	100.00	0.00	3,338.00	0.00
9 Podium with Loudspeaker	866.00	0.00	866.00	0.00	866.00	0.00	SL	N/A	100.00	0.00	866.00	0.00
10 Bryant A/C	2,100.00	0.00	0.00	2,100.00	2,100.00	0.00	SL	N/A	100.00	0.00	2,100.00	0.00
11 Projection TV	2,575.00	0.00	0.00	2,575.00	2,575.00	0.00	SL	N/A	100.00	0.00	2,575.00	0.00
12 Water cooler (6)	1,763.00	0.00	0.00	1,763.00	1,763.00	0.00	SL	N/A	100.00	0.00	1,763.00	0.00
15 13 Water Coolers	678.41	0.00	0.00	678.41	678.41	0.00	SL	N/A	100.00	0.00	678.41	0.00
18 6 20 gallon Litter Baskets	950.68	0.00	0.00	950.68	950.68	0.00	SL	N/A	100.00	0.00	950.68	0.00
19 Bar Stools	1,090.20	0.00	0.00	1,090.20	934.44	155.76	SL	N/A	100.00	0.00	1,090.20	0.00
23 Freezer	1,485.67	0.00	0.00	1,485.67	1,273.44	212.23	SL	N/A	100.00	0.00	1,485.67	0.00
24 Restroom Fans	1,197.06	0.00	0.00	1,197.06	1,026.06	171.00	SL	N/A	100.00	0.00	1,197.06	0.00
26 Ansut Kitchen System	1,602.83	0.00	0.00	1,602.83	1,373.88	228.95	SL	N/A	100.00	0.00	1,602.83	0.00
30 Kitchen Steamer	3,308.60	0.00	0.00	3,308.60	2,126.97	472.66	SL	N/A	100.00	0.00	2,599.63	708.97
35 Hosiya Ice Machine	2,480.00	0.00	0.00	2,480.00	1,623.83	354.29	SL	N/A	100.00	0.00	1,978.12	501.88
36 FD100 Credit Card Machine	1,429.05	0.00	1,429.05	0.00	867.64	0.00	SL	N/A	100.00	867.64	0.00	0.00
37 Rest. Mats for New Carpet	503.00	0.00	0.00	503.00	341.33	71.86	SL	N/A	100.00	0.00	413.19	89.81
41 Trash Receptacles	1,266.00	0.00	0.00	1,266.00	723.44	180.86	SL	N/A	100.00	0.00	904.30	361.70
42 Subtotal: Furniture and Fixtures	28,919.50	0.00	2,295.05	26,624.45	24,848.12	1,847.61	0.00	0.00	1,733.64	24,962.09	1,662.36	
Less dispositions and exchanges:												
	2,295.05	0.00	2,295.05	0.00	1,733.64	0.00	0.00	0.00	1,733.64	0.00	0.00	0.00
Net for: Furniture and Fixtures	26,624.45	0.00	0.00	26,624.45	23,114.48	1,847.61	0.00	0.00	0.00	24,962.09	1,662.36	

EXHIBIT "C"

Net Book Value - Depreciation

Sorted: General - category

Financial

10/01/2011 - 09/30/2012

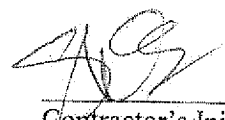
System No.	Asset Balances			Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Reductions			Total Reductions	Net Book Value
	Beginning Balance	Additions	Deletions					Other Reductions	Deletion Reductions	Reductions		
Machinery and Equipment												
1	543.00	0.00	0.00	543.00	543.00	0.00	0.00	0.00	0.00	0.00	543.00	0.00
Jacobson Pump						SL	7.00	N/A	100.00	D		
2	656.00	0.00	656.00	0.00	656.00	0.00	0.00	0.00	0.00	656.00	0.00	0.00
Taatic 550 Eager						SL	7.00	N/A	100.00			
3	603.00	0.00	0.00	603.00	603.00	0.00	0.00	0.00	0.00	0.00	603.00	0.00
Senior Golf BxHt Picker						SL	7.00	N/A	100.00			
4	1,712.00	0.00	0.00	1,712.00	1,712.00	0.00	0.00	0.00	0.00	0.00	1,712.00	0.00
AG Gear Box						SL	7.00	N/A	100.00	D		
5	697.00	0.00	697.00	0.00	697.00	0.00	0.00	0.00	0.00	697.00	0.00	0.00
Jacobson Engine						SL	7.00	N/A	100.00	D		
6	1,034.00	0.00	1,034.00	0.00	1,034.00	0.00	0.00	0.00	0.00	1,034.00	0.00	0.00
Compressors						SL	7.00	N/A	100.00			
21	2,980.00	0.00	0.00	2,980.00	2,554.26	425.74	0.00	0.00	0.00	0.00	2,980.00	0.00
AC compressors						SL	10.00	N/A	100.00			
28	3,023.54	0.00	0.00	3,023.54	1,814.10	302.35	0.00	0.00	0.00	0.00	2,116.45	907.09
AC Slabs						SL	20.00	N/A	100.00			
29	5,550.40	0.00	0.00	5,550.40	1,665.12	277.52	0.00	0.00	0.00	0.00	1,942.64	3,607.76
Garage door						SL	20.00	N/A	100.00			
32	3,300.00	0.00	0.00	3,300.00	990.00	165.00	0.00	0.00	0.00	0.00	1,155.00	2,145.00
Capital Lease - Ricoh Copier MP161						SL	2.50	N/A	100.00			
45	1,298.00	0.00	0.00	1,298.00	778.80	0.00	0.00	0.00	0.00	0.00	778.80	519.20
Subtotal:	21,396.94	0.00	2,387.00	19,009.94	13,047.28	1,170.61	0.00	0.00	2,387.00	0.00	11,830.89	7,179.05
Machinery and Equipment												
Less dispositions and exchanges:												
	2,387.00	0.00	2,387.00	0.00	2,387.00	0.00	0.00	0.00	0.00	2,387.00	0.00	0.00
Net for:	19,009.94	0.00	0.00	19,009.94	10,660.28	1,170.61	0.00	0.00	0.00	0.00	11,830.89	7,179.05
Machinery and Equipment												
Subtotal:	115,151.20	0.00	4,682.05	110,469.15	68,354.45	6,419.66	0.00	0.00	4,120.64	0.00	70,653.47	39,815.68
Less dispositions and exchanges:												
	4,682.05	0.00	4,682.05	0.00	4,120.64	0.00	0.00	0.00	4,120.64	0.00	0.00	0.00
Grand Totals:	110,469.15	0.00	0.00	110,469.15	64,233.81	6,419.66	0.00	0.00	0.00	0.00	70,653.47	39,815.68

The Contractor, by executing the foregoing Agreement for Golf Course Management Services, acknowledges receipt of the following documents:

- EXHIBIT A** Request for Proposals (RFP) by the City of Port Orange dated April 2, 2012, as amended.
- EXHIBIT B** Kemper Sports Management Proposal in response to the RFP.
- EXHIBIT C** City of Port Orange Fixed Assets Inventory of the Golf Course at Cypress Head.

Supplemental Information Provided:

- Cypress Head Insurance Program Listing
- State of Florida General Records Handbook
- City of Port Orange Purchasing Policies and Procedures
- Resolution No. 12-44 relating to Golf Course fees and charges


Contractor's Initials

**CONTRACT ADDENDUM NO. 1 TO AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Addendum No. 1 (hereinafter referred to as the "Contract Addendum") is entered into by and between KEMPER SPORTS MANAGEMENT, INC., whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and CITY OF PORT ORANGE, FLORIDA, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to renovate the golf course during the term of the Agreement; and

WHEREAS, the Contractor's management services, previously bargained for in the Agreement, will be significantly reduced while the golf course is closed for renovations; and

WHEREAS, the Parties desire to adjust the fixed management fee set forth in the Agreement considering the reduced management responsibilities; and

WHEREAS, the City deems it necessary to modify the budgeted expenses authorized during temporary golf course closure for renovation.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Contractor hereby agrees to temporarily reduce that portion of its Fixed Management Fee that would otherwise be payable to Contractor in accordance with the terms of Section 3.A of the Agreement during each of the following months during calendar year 2015: May, June, July, August, September and October (the "Renovation Period") by fifty percent (50%). Beginning with November, 2015, payment of the monthly Fixed Management Fee in accordance with Section 3.A of the Agreement shall resume.
3. In addition to the day-to-day maintenance obligations set forth in the Agreement, Contractor shall be responsible for overseeing the course renovations as described in Bid #15-19 of the City of Port Orange.
4. The City hereby adopts the attached modified budget (Exhibit "A") to serve as the budget of expenses at the golf course during the six (6) month Renovation Period. In the event that the Contractor faces an unanticipated expenditure that is reasonable and necessary to carry out the provisions of this Contract Addendum or the Agreement, Contractor shall obtain prior written authorization from City Council prior to incurring the expense.
5. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
6. This Contract Addendum 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 Contract Addendum 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 Contract Addendum.

7. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

IN WITNESS WHEREOF, the parties hereto have made and executed this for the purposes herein expressed on the dates set forth below.

Witnesses:

Tracy Tobin
Printed Name: Tracy Tobin

Maggie Linke
Printed Name: MAGGIE LINKE

KEMPER SPORTS MANAGEMENT, INC.

By: [Signature]
Printed Name: STEVEN R. SKINNER
Title: C.E.O.

Date: 4/27/15

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA #3883]

Contract Addendum Exhibit "A"

[illegible]

G&A							
G&A Salary GM/Controller	7,751	7,751	7,751	7,751	7,751	7,751	46,504
Payroll Benefits	1,931	1,931	1,931	1,931	1,931	1,931	11,586
Payroll - FICA	593	593	593	593	593	593	3,558
Payroll - U.C.	25	25	25	25	25	25	150
Payroll - W.C.	167	167	167	167	167	167	1,000
Payroll Expense	10,466	10,466	10,466	10,466	10,466	10,466	62,798
Office Supplies	50	50	50	50	50	50	299
Alarm System	90	90	90	90	90	90	540
Computer Service	235	235	235	235	235	235	1,409
Pest Control Quarterly payment	-	285	-	-	285	-	570
Off-Site Storage	157	157	157	157	157	157	942
Utilities - Other	1,000	1,000	1,000	1,000	1,000	2,550	7,550
Utilities - Telephone/Fax	141	121	107	100	101	150	720
Bank Charges	189	188	187	198	190	137	1,089
Cell Phone	175	175	175	175	175	175	1,050
Copier/Photocopies	35	35	35	35	35	35	210
Credit Card Discounts	75	75	75	75	75	75	450
Dues & Subscriptions	-	421	-	-	40	75	536
Insurance Expense	3,569	3,453	3,733	3,733	3,733	3,317	21,537
Payroll Processing Fee	146	167	198	131	122	250	1,013
Postage/Shipping	65	65	65	65	65	65	390
Tax/Licenses/Fees	-	-	-	38	45	-	83
Travel - Other	586	144	481	1,368	418	450	3,446
Operating Expenses	6,512	6,661	6,587	7,449	6,814	7,811	41,835
F&B Department							
Salary/Hourly 1/2 month prior to open	-	-	-	-	-	6,500	6,500
Payroll Benefits	-	-	-	-	-	1,100	1,100
Payroll - FICA	-	-	-	-	-	500	500
Payroll - U.C.	-	-	-	-	-	50	50
Payroll - W.C.	-	-	-	-	-	167	167
Payroll Expense	-	-	-	-	-	8,317	8,317
Sales & Marketing Department							
Salary	1,950	1,695	1,695	3,060	3,060	3,060	14,520
Payroll Benefits	185	-	-	375	375	375	1,309
Payroll - FICA	125	-	-	234	234	234	827
Payroll - U.C.	8	-	-	8	8	8	31
Payroll - W.C.	35	-	-	65	65	65	230
Payroll Expense	2,303	1,695	1,695	3,741	3,741	3,741	16,916
Adv/Promo - Mktg/Bus Dev	1,031	700	700	7,500	10,000	15,000	34,931
Website Expense	-	2,100	-	-	-	-	2,100
Operating Expenses	1,031	2,800	700	7,500	10,000	15,000	37,031
Facility Totals							
Monthly Payroll Total	36,857	36,249	36,249	38,295	38,295	51,962	237,907
Monthly Expenses Total	25,272	26,183	26,109	35,491	37,536	50,470	201,061
Monthly Management Fees	0	0	0	7370	7370	7591	22,331
Monthly Total	62,129	62,432	62,358	81,156	83,201	110,023	461,299
Monthly Revenue	3,000	3,000	3,000	3,000	3,000	3,000	18,000
Proj. Soft Costs	59,129	59,432	59,358	78,156	80,201	107,023	443,299
*Cart Lease Payments - city payment to city	6,032	6,032	6,032	6,032	6,032	6,032	36,192

The information contained in this pro forma is based on assumptions and future events and does not take into account, nor make provision for, any rise or decline in local or general economic conditions and other circumstances that may have significant adverse effects on actual results. These projections have been prepared based on current information available. KemperSports cannot, and does not, warrant or guarantee the information contained in this pro forma to be a projection of actual results of the operation of this facility.

**CONTRACT ADDENDUM NO. 2 TO AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Addendum No. 2 (hereinafter referred to as the "Contract Addendum") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to lease the Cypress Head restaurant and banquet facility to a professional restaurateur; and

WHEREAS, the Contractor has expressly authorized the City to explore all options regarding a potential lease of the restaurant and banquet facility; and

WHEREAS, with the permission of the Contractor, the City has prepared RFP 15-29 in which the City will seek proposals from prospective restaurateurs interested in leasing the restaurant and banquet facility; and

WHEREAS, the Contractor's food and beverage ("F&B") management services, previously bargained for in the Agreement, will no longer be needed if the City successfully secures a restaurateur; and

WHEREAS, the Parties desire to adjust the fixed management fee set forth in the Agreement considering the reduced management responsibilities.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

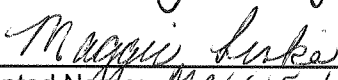
1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Contractor hereby agrees to reduce that portion of its Fixed Management Fee that would otherwise be payable to Contractor in accordance with the terms of Section 3.A of the Agreement by twenty-four percent (24%) beginning November 1, 2015. Said reduction, once implemented, shall remain in effect for the remainder of the Agreement term, and any renewal term thereafter, unless otherwise modified as provided for herein. Upon execution of this Agreement by the Parties, Contractor shall no longer be responsible for the F&B management services as set forth in the Agreement. However, Contractor shall continue to advertise and market the golf course, golf tournaments, and other special events (i.e. weddings, banquets, private parties, etc.) which may include the use of the banquet facility, and shall maintain the master schedule of special events held within the banquet facility for calendaring purposes.
3. The City shall have the option, at its sole discretion, to re-engage the Contractor for F&B management services at the originally agreed upon Fixed Management Fee at any time during the term of the Agreement, upon ten (10) days written notice from the City to the Contractor.

4. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
5. This Contract Addendum 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 Contract Addendum 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 Contract Addendum.
6. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

IN WITNESS WHEREOF, the parties hereto have made and executed this for the purposes herein expressed on the dates set forth below.

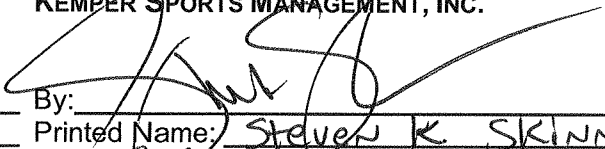
Witnesses:


Printed Name: Tracy Tobin


Printed Name: MAGGIE LINKE

CONTRACTOR:

KEMPER SPORTS MANAGEMENT, INC.


By: _____
Printed Name: STEVEN K SKINNER
Title: C.E.O.

Date: 8/31/15

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell

Printed Name: Frances Gosnell

By:

Allen Green
Allen Green, Mayor

Alyssa A Walker

Printed Name: Alyssa A Walker

Date:

9-9-15

Witnesses:

ATTEST:

Frances Gosnell

Printed Name: Frances Gosnell

By:

Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

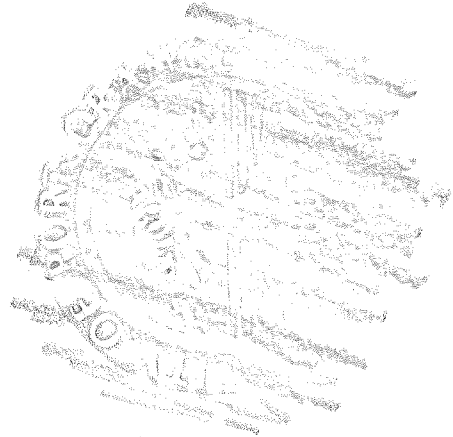
Alyssa A Walker

Printed Name: Alyssa A Walker

Date:

9-9-15

[CA #4941}





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: No

SUBJECT: (H20) Discussion on Public Information Officer Position

DEPARTMENT: City Manager

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve FTE position to PIO acting as a special assistant to the City Manager in the Executive Department of the City within the pay band of the graded PIO position.

SUMMARY:

Toward the end of FY2016 our PIO retired. The City Manager decided at that time to split the position previously held by Mr. Donahue in two separate jobs, Grants Management and Public Relations. During the budget discussions for FY17 the City Manager eliminated the Public Relations position in an effort to lower the millage rate. The solution was to explore the ability to provide some of the PIO tasks with other in-house personnel. The Grants Management tasks have been taken on by an outside vendor at a total annualized cost of \$67,800, a portion of which will be paid for out of CDBG and other grant funding. The actual grant funding amount could offset the cost of the PIO at an amount to be determined after we get one year

The City Manager has experimented with a number of strategies to tackle this workload. At first, the Executive Assistant to the City Manager acted as the interim PIO. Due to her increased responsibilities and her duties to the CM, ACM, Mayor and Council it was determined this arrangement would not suffice in the long term. Shortly thereafter, the tasks of the PIO were separated amongst multiple staff members throughout the organization, with many critical functions not being accomplished due to lack of resources. The result has been a significant reduction in the level of service in this area.

Some of the tasks currently being handled by other staff include:

- Executive Assistant to the City Manager
- POGTV Broadcasts
 - Twitter
 - Facebook
 - Provide information for IT to update City's Website
- Assistant City Manager
- Freemanville Day
 - Quarterly Newsletter
 - Orange Peel
 - City Manager's Weekly Updates
 - Fielding Media Requests
 - Provide information for IT to update City's Website
 - State of the City
 - Parade filming
 - Administrative Assistant
- City Manager's Weekly Updates
 - Quarterly Newsletter

-
- Orange Peel
 - Community Development Director and Planning Manager
 - Creating presentations for City Manager's update to Chamber of Commerce
 - Updating other agencies websites with information related to demographics

By completing the tasks listed above, other, higher level tasks are being delayed. In some instances, overtime has to be incurred (especially with the broadcasting of meetings through POGTV).

Some of the items that are not currently being performed due to lack of sufficient resources and/or experience include:

- Providing proactive PIO briefings to City Council and City Manager to ensure the City is ahead of public information issues.
- Producing video content for POGTV aside from live broadcast of meetings
- Producing higher quality newsletters, etc.
- Keeping City Manager and Council abreast of potential venues and opportunities to enhance the public image of the City
- Being proactive in reaching out to residents, businesses, home owners associations, etc. and meeting with them on their terms to provide accurate public information and obtain feedback

The City currently has enough one-time funding to afford a PIO for this year. However, Staff will be requesting additional funds to continue this important function in FY 2018 and beyond. The approximate difference in funding that staff will be requesting next year will be \$45,000. This number could be higher or lower depending on hiring rate, other potential savings or salary increases in FY 2018. If we move forward, this request will be included during the budget process. Without additional funding in FY 2018, we may need to eliminate this position and work to create realistic expectations about what functions staff will no longer be able to provide.

Project No.: Funding Account No.:

ATTACHMENTS:

Alan Rosen	Created/Initiated - 01/13/2017
Tracey Riehm	Approved - 01/23/2017
Jamie Miller	Approved - 01/23/2017
Jake Johansson	Approved - 01/26/2017
Robin Fenwick	Final Approval - 01/26/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: No

SUBJECT: (H21) Acceptance of Donation of Real Property at 4455 Spruce Creek Road

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve acceptance of a donation of real property located at 4455 Spruce Creek Road, property parcel number 6310-13-04-0050.

SUMMARY: The property owner of 4455 Spruce Creek Road has offered to donate to the City a 2.8 acre vacant parcel of industrial land located in the Eastport Business Center Community Redevelopment Area. The subject property is a narrow, rectangle parcel, immediately south of the entrance to the Eastport Business Park. Based upon wetland survey data from the property to the north and to the south, the subject site is presumed to be a mixture of wetlands and uplands. If acquired by the City, this parcel could be utilized for open space, drainage and economic development purposes.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Land Donation Agreement	20170104 Land Donation Agreement Signed by Donors & CM.pdf
2.	Survey from 2001	2001 Allandale Gardens Survey.pdf

Tracy London
Shannon Balmer
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 01/17/2017
Approved - 01/20/2017
Approved - 01/24/2017
Approved - 01/24/2017
Final Approval - 01/25/2017

REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement ("Agreement") is made between Teresa Moore Tweed and Daniel R. Munden, whose address is 24921 Bartram Road, Astor, FL 32102 ("Donor(s)") and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, whose mailing address is c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144 (City). The parties to this Agreement may be referred to herein collectively as "Parties" or individually as "Party."

RECITALS

WHEREAS, Donor(s) are the sole owners of certain real property located at 4455 Spruce Creek Road consisting of approximately 2.9 acres of vacant land, being more particularly described via plat book and page, along with the assessors' parcel numbers set forth in **Exhibit "A,"** attached hereto, together with any and all improvements located thereon and all privileges, rights, easements appurtenant to the real property, including without limitation all minerals, oil, gas, and other hydrocarbon substances on and under the real property; all development rights, air rights, water, water rights relating to the real property; all right, title, and all interests of Donor(s) in and to any streets, alleys, passages, water and sewer taps, sanitary or storm drain capacity or reservations and rights under utility agreements, and other easements and other rights-of-way included in, adjacent to, or used in connection with the beneficial use and enjoyment of the real property shall be collectively referred to in this Agreement as the "Property."

WHEREAS, The City is a chartered municipality and is exempt from taxation under 196.199, Florida Statutes. Donor shall be responsible for any documentary stamp tax, if any.

WHEREAS, Donor(s) intend that the fair market value of the Property shall be a charitable contribution to the City. Donor(s) understand and acknowledge that the City makes no representation as to the tax consequences of the transaction contemplated by this Agreement. Donor(s), at their option and expense, may obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code and any other applicable federal or state government agency.

NOW THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the Parties agree as follows:

1. Donation of Property. Subject to the recommendation to accept the Real Property Donation Agreement and approval by the City Council as set forth in Paragraph 13, Donor(s) agree to gift to the City the Property by donation on the terms and conditions set forth in this Agreement. The City shall not be obligated to accept title

to the Property if the City Council fails to approve this transaction or if the City does not approve of the title or condition of the Property during Due Diligence Period as defined in Paragraph 10.

2. Valuation of Real Property. Current fair market value of the Property shall be determined prior to closing by a qualified licensed appraiser, subject to the requirements set forth in Paragraph 3, herein. It is understood that the conveyance of the Property shall be on or before 60 days from the date of the appraisal. Donor(s) understand that the gift being made under this Agreement is irrevocable and that the City may immediately resell the property after closing and apply the proceeds to support its general purposes.

3. Appraisal; Charitable Deduction. Donor(s) shall obtain, at Donor(s) sole cost and expense, an appraisal, unless otherwise agreed in writing. The IRS requires an appraisal if property is valued more than \$5,000. The appraisal of the Property shall be completed by a qualified licensed appraiser to substantiate its current fair market value. It is understood that Donor(s) intend to claim the value of the Property as a noncash charitable contribution for tax purposes. The City will sign the acknowledgment section of IRS Form 8283 that is correctly completed by Donor(s) and Donor's appraiser upon receipt of a copy of the appraisal. In the event the City sells the Property within three years of the donation, then the City shall be responsible for completing and filing IRS Form 8282 and will send a copy of that form to Donor(s). Donor(s) shall be solely responsible for any audits, costs, or liabilities that may arise from the charitable deduction claimed by Donor(s) in this transaction and shall hold the City harmless for any claims related to the same. Donor(s) are advised to seek their own legal and/or tax counsel of the gift contemplated in this Agreement and has not relied on any representation from the City related to the gift provided in this Agreement. The City makes no representation regarding the fair market value of the Property or any tax related consequences of the transaction contemplated in this Agreement.

4. Closing. The closing shall take place at Columbia Title Research Corporation, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Closing Agent." Closing shall be on or before 60 days from the date of the appraisal, subject to the approval of this Agreement by the Port Orange City Council as set forth in Paragraph 13. The date of closing may be extended upon mutual agreement of the parties. Donor(s) agree to execute and deliver to City a good and sufficient Warranty Deed to the Property. City shall prepare the Deed subject to the title requirements set forth in Paragraph 7 below and inspection rights set forth in Paragraph 10 herein.

5. Closing Fees. Donor(s) shall pay Florida documentary tax stamps, if applicable, cost of instruments to cure title defects and document preparation costs attributable to Donor(s). Costs of environmental audits, surveys, and other inspections shall be paid by the City. If Donor(s) withdraw said offer to donate the Property referenced herein, on or before acceptance of this Agreement by the City Council, Donor(s) shall be responsible for any and all fees and costs paid by the City associated with the due diligence process and the closing of the Property referenced herein.

6. Prorations and Fees. Any outstanding real property taxes on the Property shall be paid by Donor based upon the latest available tax bill available.

7. Title. Donor(s) shall convey good and marketable title to the Property to the City subject only to the title exceptions set forth in Schedule A and Schedule B of the title commitment issued by title insurance company of City's choice, the standard preprinted exceptions and exclusions listed on a title commitment or preliminary title report ("Title Report") issued by said title insurance company; and (iii) any other exception shown on the Title Report.

8. Title Insurance. City, at the City's expense, will secure an owner's policy of title insurance in full amount of the fair market value of the Property insuring that title to the Property is vested in the City upon close of escrow subject only to the exceptions accepted by the City as provided in Section 7 above.

9. Property/Conditions: Please check all that apply to the Property referenced herein:

Are there any known or anticipated issues with regard to the following:

FPL Boundary dispute _____ YES ☒ NO
Encroachment _____ YES ☒ NO
Easement ☒ YES _____ NO
Leases _____ YES _____ NO
Restriction on access _____ YES ☒ NO
Permits _____ YES ☒ NO
Other matters affecting title? _____ YES ☒ NO

Are there any known environmental issues (hazardous waste, pests, odors, gases, debris, etc.) _____ YES ☒ NO

Do you have knowledge of any geological conditions (fault, caves, mines, soil conditions, etc.) that may affect the Property? _____ YES ☒ NO

Known issues with flooding or wetlands? ☒ YES _____ NO

Are there outstanding matters with regard to title, ownership, insurance, legal claims, etc. _____ YES ☒ NO

Availability of Utilities & Service – Please check all that apply:

___ Well ___ Sewer ___ Water ___ Gas ___ Electric ___ Cable ___ Television *unknown*

10. Right to Inspect Property. In addition to examining the Title Report, as part of its due diligence, the City may require and/or conduct inspections, tests, and studies with respect to the physical and environmental condition of the Property. Upon the Donor(s)

and the City Manager signing this Agreement, the City and its consultants, agents, engineers, inspectors, contractors, and employees shall have right of access to the Property for the purpose of performing such due diligence. The City of Port Orange shall have until 15 days prior to closing to perform due diligence as to the title and condition of the Property, hereinafter "Due Diligence Period."

11. Donor(s) Promise not to Further Encumber. Donor(s) shall not do any of the following without the prior written consent of the City: (i) make or extend any leases, contracts, options or agreements whatsoever affecting the Property; (ii) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Property; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Donor(s) actions or omission, including failure to make a required payment, or (d) convey any interest in the Property, including but not limited to conveyances of title and transfers of development rights.

12. Donor(s) Representations. Donor(s) represent the following:

a. **Authorization.** Donor(s) have full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No consent or authorization from any other person, entity or government agency is required for Donor(s) to enter into and perform Donor(s) obligations under this Agreement except as has already been obtained. The execution of the Agreement will not constitute a breach or default under any agreement to which Donor(s) are bound and/or to which the Property is subject.

b. **Compliance with Laws.** The Property and its current use does not in any way violate any applicable laws, ordinances, rules, regulations, judgments, orders, or covenants, conditions and restrictions, whether federal, state, local, foreign, or private.

c. **Title to Property.** Donor(s) have good and marketable title to the Property. Donor(s) have no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Donor(s). Donor(s) have no knowledge that anyone will, at the closing, have any right to possession of the Property. There are no unsatisfied mechanics' or materialmen's lien rights on the Property. No assessment lien or bond encumbers the Property, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the Property.

d. **Litigation.** There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property or any portion thereof, or pending or threatened against Donor(s) which could affect Donor(s) title to the Property or any portion thereof, or subject an owner of the Property, or any portion thereof, to liability.

e. **Other Proceedings.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings

are pending or threatened against Donor(s) or Donor(s) interest in the Property, nor are any such proceedings contemplated by Donor.

f. **Governmental Action.** Donor(s) have no knowledge of, nor have Donor(s) received written notice of, any plan, study, or effort by any agency or party that in any way would materially affect the use of the Property or any portion of it for its current use, or of any intended public improvements that would result in any charge being levied against, or any lien assessed on, the Property. Donor(s) have no knowledge of any existing, proposed, or contemplated plan to widen, modify, or realign any street or highway contiguous to the Property. Donor(s) have received no notice of any currently pending or contemplated special assessments or proceedings to condemn or demolish the Property or any part of it or any proceedings to declare the Property or any part of it a nuisance.

g. **Hazardous Wastes.** The Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property, including but not limited to soil and groundwater conditions. There are no environmental, health, or safety hazards on, under, or about the Property, including but not limited to soil and groundwater conditions. Neither Donor(s) nor any third party (including but not limited to Donor(s) predecessors in title to the Property) has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited, or disposed of on, under, or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials.

Each of the above representations is material and is relied upon by the City. Each of the above representations shall be deemed to have been made as of the close of this transaction, as evidenced by the execution and delivery of a Warranty Deed to the City and shall survive such.

13. **City Acceptance.** Upon execution of this Agreement by the Donor(s) and the City Manager, the City Manager agrees to proceed with the Due Diligence Period and to present to City Council this Agreement, with a recommendation of accepting the donation of Property, subject to the terms and conditions set forth herein. The City of Port Orange, at its sole option, may elect to terminate this Agreement prior to the expiration of the Due Diligence Period and neither party shall have any further obligations under this Agreement. The City Manager's signature on this Agreement shall not bind the City of Port Orange for the acceptance of the donation of the Property until approved by the City Council. The City Council of the City of Port Orange may exercise the acceptance of this Agreement of donation of the Property in a public meeting, by casting a majority vote of the City Council in favor of accepting the donation of Property and by the Mayor and City Clerk duly executing acceptance of this Agreement. If this Agreement is not accepted by the City Council, then the City shall provide written notice to Seller and thereafter the City shall not be responsible for any

other cost, expense, damage or liability and the parties shall both be discharged and released from any further responsibility under this Contract.

14. Risk of Loss. All risk of loss shall remain with Donor(s) until closing. In the event the Property is destroyed or damaged prior to close of escrow, the City may rescind this Agreement. If the Property contains improvements, Donor(s) agree that upon close of escrow such improvements shall be in the same order and condition as on the date of this Agreement, except for reasonable wear and tear, and Donor(s) shall maintain in full force a policy of all-risk hazard insurance, insuring against loss of or damage to said improvements.

15. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto personally by hand, courier service or express mail, or by first class mail, postage prepaid, at the addresses herein. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

16. Attorney Fees. If any legal action is brought by either Party to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

17. Time of the Essence. Time is of the essence in this Agreement. City acknowledges that the Donor(s) wants to complete this transaction as soon as possible.

18. Binding on Successors. This Agreement shall inure to the benefit of and be binding on the Parties to this Agreement and their respective successors and assigns.

19. Additional Documents. Donor(s) and the City shall execute such additional documents, as may be reasonable and necessary to carry out the provisions of this Agreement.

20. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No Supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

21. Severability. If any provision of this Agreement as applied to either Party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

22. **Effective Date.** The Effective Date for purposes of the Due Diligence Period and the City Manager's reliance to proceed with the Due Diligence Period, and binding the Donor(s) to the terms of this Agreement, shall be the date of execution of said Agreement, evidenced by the signing of the Donor(s) and the City Manager. The Effective Date for the acceptance of this Agreement by the City shall be the date of approval by the City Council for the City of Port Orange, Florida, evidenced the by the Mayor and City Clerk duly executing acceptance.

22. **Counterparts.** This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be acceptable as evidence of execution of this Agreement, without the need for sending or receiving the original, executed, document. Facsimile signatures are deemed to be original signatures.

23. **Assignability.** Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. However, no consent is required for an assignment that occurs to an entity in which the transferring party or the principals of the transferring party holds majority ownership in said entity. Any assignment or delegation in violation of this section shall cause this Agreement to be void.

24. **Governing Law.** This Agreement will be governed by the laws of the State of Florida.

25. **Waiver.** The failure of either Party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

FOR CONTRACT FOR OFFER OF DONATION
OF REAL PROPERTY

WITNESSES:

[Signature]

Printed Name:

GREGORY W. MEAHL

[Signature]

Printed Name:

Cynthia Mikell

[Witnesses as to Both]

DONORS:

[Signature]

Teresa Moore Tweed

[Signature]

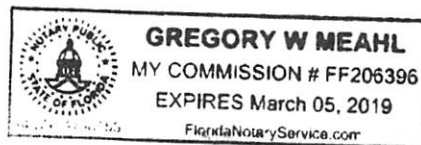
Daniel R. Munden

Date: Dec. 30, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this 30th day of December, 2016, by **Teresa Moore Tweed and Daniel R. Munden**. They are personally known to me or have produced _____ as identification.

[Signature]
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date



FOR ACCEPTANCE TO PROCEED
WITH DUE DILIGENCE &
RECOMMENDATION OF THE OFFER
OF DONATION OF REAL PROPERTY:

WITNESSES:

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

Shannon K. Balmer

Printed Name: Shannon K. Balmer

By: M. H. Johansson
M. H. Johansson, City Manager

Date: January 4th, 2016⁷

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this 4th day of January, 2016⁷, by M. H. Johansson as **City Manager for City of Port Orange**, a chartered municipality, on behalf of the City. They are personally known to me.



Shannon K. Balmer
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

**FOR ACCEPTANCE OF OFFER OF DONATION
OF REAL PROPERTY**

First Witness Signature Above

Printed Name:

Second Witness Signature Above

Printed Name:

First Witness Signature Above

Printed Name:

Second Witness Signature Above

Printed Name:

SELLER:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Date: _____, 2016

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Date: _____, 2016

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing Contract was acknowledged before me this ____ day of _____, 2016, by Donald O. Burnette as Mayor, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

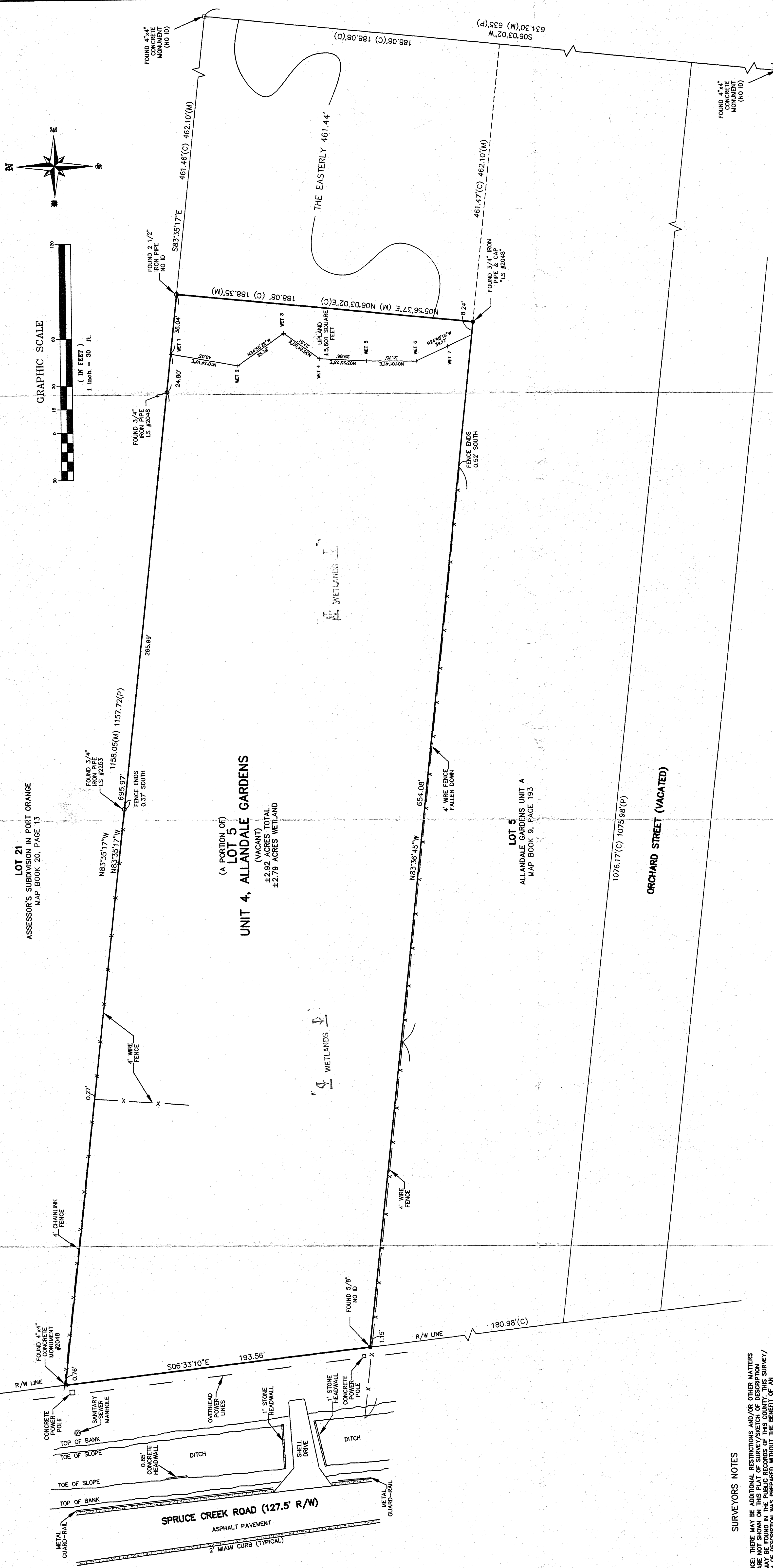
The foregoing Contract was acknowledged before me this ____ day of _____, 2016, by Robin Fenwick as City Clerk, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT A

**The Northerly 188.08 feet of Lot 5, except the Easterly 461.44 feet, Unit #4
ALLANDALE GARDENS, Port Orange, according to map in Map Book 9, Page 193,
Public Records of Volusia County, Florida.**

Parcel ID. 6310-13-04-0050



DESCRIPTION:

THE NORTHERLY 188.08 FEET OF LOT 5, EXCEPT THE EASTERLY 461.44 FEET, UNIT #4, ALLANDALE GARDENS PORT, ACCORDING TO MAP IN MAP BOOK 9, PAGE 193, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NUMBER 3019

Copyright © 2001 Silner & Associates, Inc.

SURVEYOR'S CERTIFICATE

BOUNDARY SURVEY

FOR: GILBERT C. & TERESA M. TWEED

JOB NO.	
---------	--

ADDRESS: 4455 SPRUCE CREEK ROAD,
PORT ORANGE, FLORIDA

SURVEYOR'S CERTIFICATE

LEGISLATIVE COUNCIL, THE FIFTY-SEVENTH
TECHNICAL STANDARDS SET FORTH BY THE FLORIDA
BOARD OF PROFESSIONAL LAND SURVEYORS IN
CHAPTER 6107-6, FLORIDA ADMINISTRATIVE CODE,
PURSUANT TO SECTION 479.027, FLORIDA STATUTES.

STEPHEN B. SUGER, P.L.S., NO. 3794
J.E. ZAPERT, P.L.S., NO. 3046
CLYDE O. VAN GELDEREN, P.L.S., NO. 6149
STEVEN W. VAN GELDEREN, P.L.S., NO. 4772

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

D-834

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
3. BEARING SURVEY ASSUMED WITH THE BEARING ON THE NORTHERLY LINE OF LOT 5 BEING N83°51'17"W.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "AE". THIS LOCATION IS DETERMINED BY SCALING FROM FIRE DEPARTMENT ZONING MAP C, MAP REFERENCE: 1000 FEET. APPROXIMATE SCALE 1"= 1000 FEET. BASE FLOOD ELEVATION = 7 FEET.
6. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
7. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
8. DESCRIPTION PER DEED RECORDED IN OFFICIAL RECORD BOOK 3417, PAGE 823 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
9. WETLAND POINTS SHOWN HEREON PER STAKES SET BY BIOLOGICAL CONSULTING SERVICES, INC. ON OR BEFORE NOV. 9, 2001.
10. REVISED PER COMMENTS FROM BIOLOGIST. CORRECTED ERROR IN DIRECTION OF WETLAND VS. UPLAND PARCELS. (STV)

[illegible]

SCALE 1"=50'		SHEET	CHECKED BY
		OF	
DATE FIELD BOOK: 103		PAGE(S): 74	PARTY CHIEF
SURVEY DATE		JOB NUMBER	
SCIENTIFIC PURPOSE			
TOPOGRAPHIC SURVEY	NOVEMBER 16, 2001	01-2547	EM
FOUNDATION LOCATION			
IMPROVEMENTS			
CERTIFICATION			
			SK

PLAN PREPARED FOR THE FOLLOWING: (NAME, THE LAST DATE IT WAS PREPARED, AND JOB NUMBER)		
NAME OF SURVEY	SURVEY DATE	JOB NUMBER
COORDINATOR GURLEY C. & TRESSA L. GURLEY NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.	NOVEMBER 15, 2000	01-2347



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/2017

Consent item: No

SUBJECT: (I22a) Update report for Parks and Recreation charitable fund

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Legal comments will be updated and council direction sought as needed.

SUMMARY: City Attorney will discuss the progress of work.

Project No.: Funding Account No.:

ATTACHMENTS:

Tracy London
Margaret Roberts
Susan Lovallo
Jake Johansson
Robin Fenwick

Created/Initiated - 01/17/2017
Approved - 01/26/2017
Approved - 01/26/2017
Approved - 01/27/2017
Final Approval - 01/27/2017
