



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

APRIL 4, 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 by Pastor Donn Dobberstein of Our Savior's Lutheran Church
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 2 to the Master Contract of Engineering Services with Quentin L. Hampton Associates.
 - b. Approval of Task Authorization No. 3 to the Master Contract of Engineering Services with Quentin L. Hampton Associates.
 - c. Approval of Change Order No. 1 to Piggyback Agreement with Shenandoah General Construction
 - d. Hazen Construction - Deductive Order and request for final payment, White Acres Project
 - e. Approval of Change Order No. 1 - Ryanwood Drive Culvert Replacement
7. Interlocal Agreement regarding Vargal Conservation Area for Police Shooting Range Training Facility, Article 3
8. License Agreement – 4029 North Waterbridge Circle
9. License Agreement – 1136 Harbour Point Drive
10. License Agreement – 1138 Harbour Point Drive

11. ITB #17-06 - Forklift for the Water Reclamation Facility, request to reject all bids

12. Approval of Freeman Mediation Settlement

C. CITIZEN PARTICIPATION (Agenda)

13. Fee Waiver request- Ronnie Williams

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

E. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

15. Report from KemperSports on the Cypress Head Golf

16. Child Abuse Prevention Month

17. Water Conservation Month

G. REGULAR AGENDA

18. First Reading - Ordinance No. 2017-9 - Amending Section 2-273 of the Code of Ordinances

19. New Port Orange Website Progress Update

H. COMMENTS

20. City Attorney Comments

21. City Manager Comments

I. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Plan

J. 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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: Yes

SUBJECT: (B6a) Approval of Task Authorization No. 2 to the Master Contract of Engineering Services with Quentin L. Hampton Associates.

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 2 to contract for engineering services with Quentin L. Hampton Associates for the design of storm water drainage improvements on Howes Street for the amount of \$50,125.00, and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: The Task Authorization for \$50,125.00 will contract for engineering services to design improvements to stormwater drainage on Howes Street.

Howes Street is located north of Commonwealth Boulevard and west of Ridgewood Avenue in the Allendale area of Port Orange. At the intersection of Howes Street and Orange Avenue, standing water can be observed several times a year due to inadequate drainage to convey the runoff. Public Works has expended numerous efforts in traffic control and pumping due to the standing water.

There are two options proposed to provide a permanent solution as depicted in Exhibit "C." Upon selection of the recommended improvement, QLH will proceed with the final design and will apply for an Environmental Resource Permit (ERP) at the 90% complete phase.

Project No.: DIP069 Funding Account No.: 412-1800-541-63-97

ATTACHMENTS:

1.	Task Authorization No. 2	Task Authorization No 2.pdf
2.	QLHA Master Contract	QLHA Master Contract.pdf

Luis Leal	Created/Initiated - 03/09/2017
Alyssa Walker	Approved - 03/09/2017
Mike Silvey	Approved - 03/09/2017
Branford Adumuah	Approved - 03/09/2017
Tracey Riehm	Approved - 03/17/2017

Margaret Roberts
Jake Johansson
Robin Fenwick

Approved - 03/23/2017
Approved - 03/23/2017
Final Approval - 03/23/2017

TASK AUTHORIZATION NO. 2
Standard Contract for Services dated December 27, 2016
Between the City of Port Orange, Florida and Quentin L. Hampton 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 **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated as referenced above, 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. The Director of Public Works, Branford Adumuah, or his designee, Engineering Manager, Luis Leal, shall perform contract administration for this Task Authorization No. 2, and may be reached at (386) 506-5575.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to Howes Street Stormwater Improvements, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Contractor shall complete the services to be provided herein within 30 days of the date of written notice by the City to the Contractor.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$50,125.00. 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.
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:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____ By: _____
Brad T. Blais, 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: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
M.H. Johansson, City Manager

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA 5670]

EXHIBIT 'A'
CITY OF PORT ORANGE
HOWES STREET
STORMWATER IMPROVEMENTS
DESIGN AND PERMITTING
SCOPE OF SERVICES AND FEE ESTIMATE
REVISION #4

General: This fee estimate and scope of services constitutes a supplemental agreement to the Master Contract for Engineering Services dated December 27, 2016, between the City of Port Orange, Volusia County, Florida, hereinafter called the "CITY", and Quentin L. Hampton Associates, Inc., a Florida corporation having its office in Port Orange, Florida, hereinafter called "QLH".

Background: Howes Street is located north of Commonwealth Boulevard and west of Ridgewood Avenue in the Allendale area of Port Orange. At the intersection of Howes Street and Orange Avenue, standing water can be observed several times a year due to insufficient drainage to convey the runoff. Public Works has expended numerous efforts in traffic control and pumping due to the standing water. There are two options proposed to provide a permanent solution as depicted in Exhibit "C." Upon selection of the recommended improvement, QLH will proceed with the final design and will apply for an Environmental Resource Permit (ERP) at the 90% complete phase.

Purpose of Work: The CITY desires to have QLH provide professional services for the design, and permitting services which are needed for this project. Bidding and Construction phase services are not included.

Description of Services: QLH shall provide the following services:

TASK 1 - DESIGN PHASE

Upon Notice to Proceed, QLH will begin evaluation and modeling of the existing drainage system. Complete analysis of the existing system will require obtaining a survey. Once the model accurately depicts current conditions, QLH will begin modeling possible improvements. QLH will provide conceptual (30% design) submittal. Comments received on the 30% plans will be incorporated into the final design to the CITY. Deliverables include: Design drawings and cost estimate.

Once the proposed improvements have been selected, QLH will proceed to 60% design documents and submit for city review and comments. Upon receipt of CITY comments, QLH will proceed to 100% design documents (drawings and specifications).

Survey: QLH will obtain the services of a qualified licensed surveyor to provide the survey for this project. An allowance of \$12,000 is included for this task.

Geotechnical Engineering: QLH intends to sub-consult with Bechtol Engineering and Testing to perform a geotechnical investigation and analysis of the route of stormwater pipe required to determine if unsuitable material exists.

TASK 2 - PERMITTING

QLH will prepare an ERP application to construct the stormwater improvements and submit such to the St. Johns River Water Management District (SJRWMD). A permit application fee allowance has been included. QLH will respond to all reasonable Requests for Additional Information (RAI's) from SJRWMD.

It is understood that the City will contract with a separate consultant for inspection services and will coordinate that work directly.

Basis of Fee: The proposed fee is based on the following. For the design and permitting phase services, see the attached Exhibit 'B' detailed breakdown of hours.

Task 1 : Design	\$21,795
Task 2 : Permitting	\$7,830
Survey Allowance	\$12,000
Geotechnical Consulting Allowance	\$5,000
Permit Application Fee Allowance	\$1,500
Printing Allowance	\$2,000
Total	\$50,125

Schedule: QLH shall endeavor to meet the following schedule depending on CITY and regulatory agencies constraints.

Survey and geotechnical investigation	30 days from NTP
Model Existing Conditions & Improvements	30 days from NTP
30% plans	60 days from NTP
60% Final Design of Proposed Improvements	15 days from receipt of comments
Obtain SJRWMD Permit	Per District schedule
Submit 100% Plans & Specifications	15 days from receipt of permit

This proposal does not include bidding or construction phase services.

Bidding and construction cost is estimated to be approximately \$450,000. Inspection fees are estimated to be \$23,000 based on four (4) months of construction duration.

All fees to be billed on a lump sum basis except for "allowances" which will be billed at actual cost or hours expended.

If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.

"PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE."

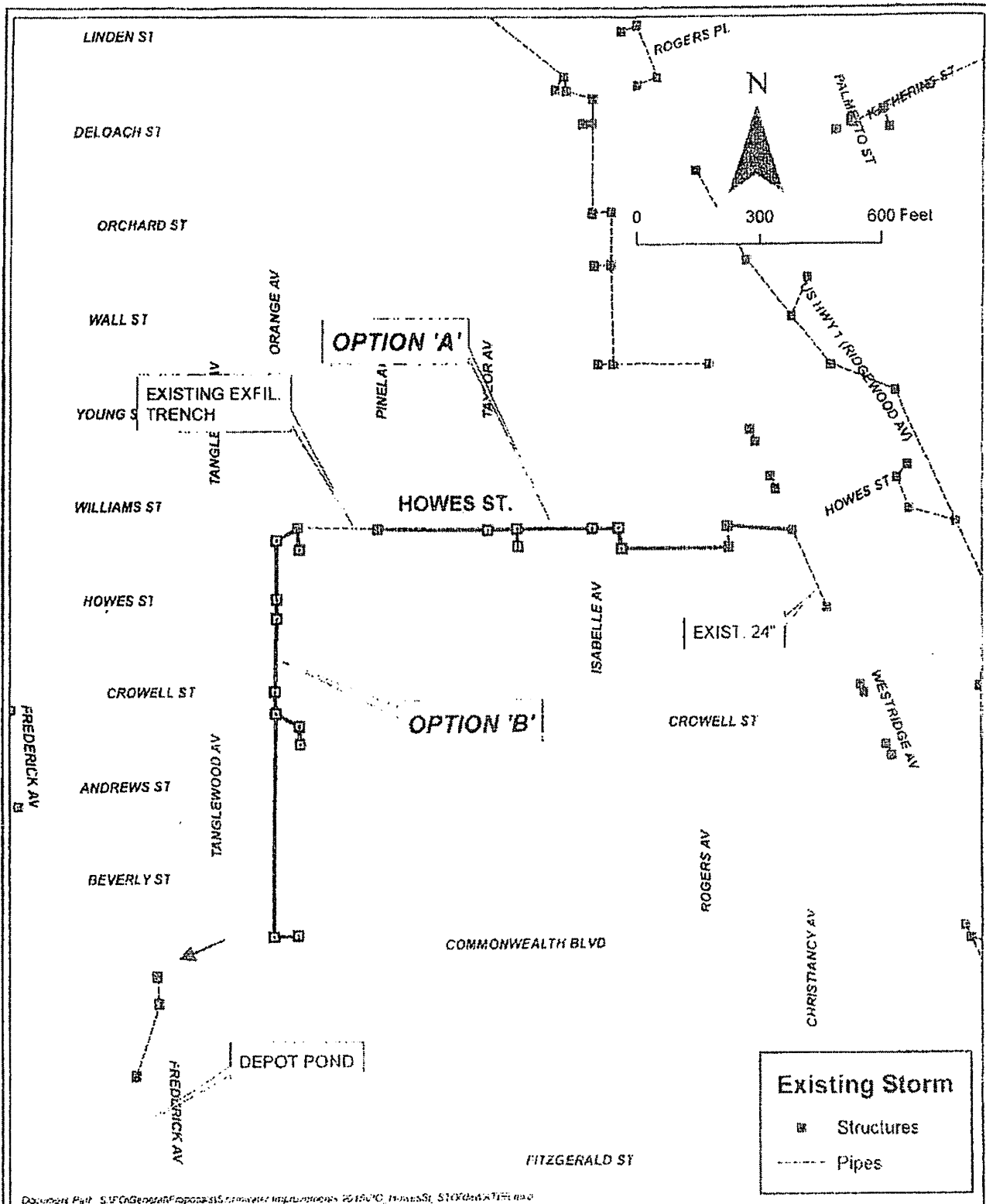
IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfenwick@port-orange.org.

Prepared by:
QUENTIN L. HAMPTON ASSOCIATES, INC.
-Consulting Engineers-
March 6, 2017

EXHIBIT 'B'
CITY OF PORT ORANGE
HOWES STREET STORMWATER IMPROVEMENTS
QLH ESTIMATED ENGINEERING FEES

Task No.	Description	Project Manager (hours)	Project Engineer (hours)	Engineering Intern (hours)	CAD Technical (hours)	Clerical (hours)	Total Task (\$)
Task 1	Design Phase	Hourly Rate	\$175	\$85	\$75	\$50	See Below
1.1	Survey Coordination	1	4	4	0	0	\$1,115
1.2	Modeling of Existing and Proposed Conditions	2	12	40	4	0	\$5,850
1.3	Preliminary Design, review with City	2	8	24	32	0	\$5,990
1.4	60% Design, construction cost estimate, review w/City	4	8	16	24	0	\$5,060
1.5	100% Design, update cost estimate, review with City	4	8	8	16	0	\$3,780
	Sub-total Task 1						\$21,795
Task 2	Permitting						
2.1	Permit Application	2	4	16	4	16	\$3,410
2.2	RAIs	2	4	8	0	4	\$1,830
2.3	Meeting with City Staff and revise plans as needed	6	4	4	8	0	\$2,590
	Sub-total Task 2						\$7,830
	Survey Allowance						\$12,000
	Geotechnical Subconsultant						\$5,000
	Permit Application Fee						\$1,500
	Printing, Reimbursables						\$2,000
	<i>Allowance Sub-totals</i>						\$20,500
	Total						\$50,125

- (1) City has the option to provide subconsultant services via their continuing services consultants.
(2) All fees to be billed on a lump sum basis except for "allowances" which will be billed at actual cost Plus 10%
(3) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.



Document Path: S:\PortOrange\Proposed\Stormwater Improvements 2015\Howes St Stormwater Improvements.dwg

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 020
FAX: 386.781.3937
P.O. DRAWER 260247 PORT ORANGE FL 32129-0247
PHONE 386.781.6510

CITY OF PORT ORANGE STORMWATER IMPROVEMENTS 2015

EXHIBIT C
HOWES STREET
DRAINAGE IMPROVEMENTS
CONCEPT PLANS



CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

This Master Contract for Engineering Services ("Contract") is entered into this 27th day of December, 2016, 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 QUENTIN L. HAMPTON ASSOCIATES, INC., a Florida corporation whose principal address is 4401 Eastport Parkway, Port Orange, Florida 32127 ("Engineer"). (The City and Engineer are collectively referred to herein as the "Parties.")

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, and related services for the City for preparation of a variety of projects administered by various departments within the City, including but not limited to the following:

- (1) Investigation of existing structures or sites and preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
- (2) Studies and planning for construction projects, including drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
- (3) Engineering services required to construct a variety of projects and related site work; preparation of design and construction documents – plans, specifications, calculations, cost estimates, reports and schedules; coordination of special services such as testing and surveying; provide required documents and services to obtain all construction permits; assist the City project manager with bidding and construction administration, including field visits, shop drawing review, applications for payment, punch list and certification;
- (4) Preparation of presentation boards and digital graphic photo realistic renderings;
- (5) Oral presentations and PowerPoint audio visual presentations; and
- (6) Leading project meetings and preparing and distributing meeting minutes

in accordance with Request for Statement of Qualifications #16-32 and Engineer's proposal in response thereto. A true and correct copy of RFSQ 16-32 and Engineer's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange.

Projects may include City of Port Orange existing or proposed sites which require evaluation and/or site design for facilities with uses including Parks and Recreation, Fire and Police, flood control and/or stormwater treatment. Projects may also include review of development projects, traffic simulation/operations analysis models such as HCS, ARTPLAN, SYNCHRO, CUBE, and CFRPM, Traffic Impact Analysis creation and review, signal timing, traffic calming, intersection analyses, traffic improvement justification reports, Traffic Impact Analysis Methodology review, Conduct traffic counts and creation and review of roadway classification and Level of Service (LOS) capacity reports.

Plans will be drawn in AutoCAD format unless otherwise directed.

All documents resulting from any project performed hereunder shall become the sole property of the City.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years thereafter or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional two (2) year terms.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, 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. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "1." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. 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. Furthermore, the City reserves the right, at its sole discretion, to utilize the Master Contract for Engineering Services entered into between the Parties on March 17, 2015 pursuant to Request for Statement of Qualifications No. 14-23, for the scope of services set forth therein.

3. City Obligations. The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto. The City's obligation to pay Engineer 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. 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 Engineer plus ten (10%) percent. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Engineer shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Engineer's negligent performance of the services furnished under this Contract.

5. Statement of Engineering Services. The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits. The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with

such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

- (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
- (iv) Original Drawings - Final Plans. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City, the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications. The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Engineer. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's

risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

8. Expert Witness. The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

9. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

(1) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

(2) The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

(1) The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

(2) The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

(3) A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

12. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

13. Public Records Compliance. Engineer 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 Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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 Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.10, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

14. Termination for Non-Appropriation of Funds. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

15. Insurance

(a) Engineer shall maintain insurance during the life of this Contract. Engineer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Engineer shall furnish policies and certificates of insurance to the City for review and approval. Approval by the City of any policy of insurance shall not, however, relieve the Engineer from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Engineer has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Contract may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Engineer shall notify the City and to the City's designated insurance Risk Manager of any changes in or cancellations of coverage.

(b) 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. Engineer shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Engineer 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 Engineer for the reasonable additional costs of increased coverage. The Engineer shall maintain the following coverages:

Required Insurance	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 Engineer 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 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.
☒	Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage- \$1,000,000 minimum	

16. **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.

17. **Liability for Loss or Damage.** Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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 Engineer, its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

18. **Non-discrimination.** During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer 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.

19. **E-Verify.** Engineer 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 Engineer during the term of this Contract and shall expressly require any subcontractor performing services pursuant to this 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 this Contract.

20. **Disputes.** The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision 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 City Council, Engineer 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 Request for Statement of Qualifications #16-32 and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

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

Engineer: Quentin Hampton Associates, Inc.
Attention: Brad T. Blais, President
4401 Eastport Parkway
Port Orange, Florida 32127
(386) 761-6810 – Telephone
(386) 761-3977 – Business Fax
bblais@qlha.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 Engineer 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:

Bernadette Fox
Printed Name: Bernadette Fox

Karen Gimbel
Printed Name: Karen Gimbel

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: [Signature]
Brad T. Blais, President

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

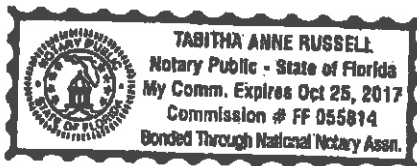
Date: 12/27/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of December, 2016, Brad T. Blais, as President of Quentin L. Hampton Associates, Inc., a Florida corporation, and who:

(Notary: Please select one)

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



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

Witnesses:

CITY OF PORT ORANGE

Sandra A. Largent
Printed Name: Sandra A. Largent

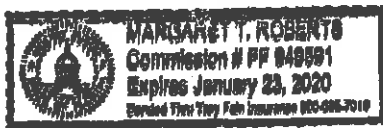
By: Allen Green
Allen Green, Mayor

Margaret T. Roberts
Printed Name: Margaret T. Roberts

Date: November 30, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of November, 2016, 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.



Margaret T. Roberts
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

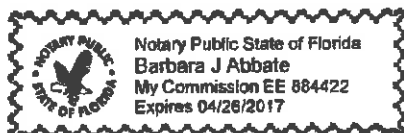
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Frances Gasnell
Printed Name: Frances Gasnell

Date: 11/30/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of Nov., 2016, 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.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5670]

EXHIBIT “1”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____

Standard Contract for Services dated _____

Between the City of Port Orange, Florida and Quentin L. Hampton 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 **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services 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:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____

By: _____
Brad T. Blais, 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: _____

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 5670]

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
(Revised October 2016)

<u>Position</u>	<u>Rate</u>
Expert Witness.....	\$250
Principal	\$175
Project Manager	\$175
Professional Engineer	\$140
Engineering Intern	\$100
Construction Services Supervisor	\$85
Production Supervisor.....	\$80
GIS Technician	\$75
CADD Technician	\$75
Grant/Funding Coordinator.....	\$70
Federal Grant Compliance Specialist.....	\$70
Construction Project Representative (Inspector)	\$65
Sr. Administrative Supervisor.....	\$60
Administration Support.....	\$55

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer	\$175
Project Administrator/Project Engineer	\$140
Assistant Project Administrator/Project Engineer	\$100
Senior Inspector/Senior Engineer	\$85
Utility Coordinator.....	\$85
Senior Inspection Building Structures	\$85
Resident Compliance Specialist.....	\$70
Inspector/Engineer Intern.....	\$65
Asphalt Plant Inspector	\$65
Public Information Officer.....	\$65
Building Inspector/Electrical	\$65
Contract Support Specialist.....	\$65
Associate Contract Support Specialist.....	\$55
Inspector's Aide	\$55
Secretary/Clerk Typist	\$55

Subsurface Utility Engineering (SUE) Services

Project Manager	\$140
Project Coordinator	\$70
Field Technician.....	\$65
Administrative Support.....	\$50
Vacuum Excavator.....	\$600/day
Ground Penetrating Radar (GPR)	\$150/day
Truck	\$300/day

Building Code Services

Chief Building Official	\$85
Fire Safety Inspector/Fire Systems Plan Review	\$80
Building Plans Examiner	\$75
Building Inspector.....	\$65

Reimbursable Expenses:

<u>Item</u>	<u>Fee</u>
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies.....	Actual Cost
Travel	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.

Largent, Sandra

From: Largent, Sandra
Sent: Thursday, December 22, 2016 11:58 AM
To: Clark, Wayne
Cc: Tomlinson, Margaret; Williams, Krista; Purchdiv; Roberts, Margaret
Subject: Quentin L Hampton Associates Master Contract for Engineering Services
Attachments: Quentin L Hampton Associates Master Contract for Engineering Services.pdf

Importance: High

Good Morning. Please find attached for your review the Quentin L. Hampton Associates Master Contract for Engineering Services. The contract has a term commencing on the last date the contract is signed by the parties, and shall continue for a period of 3 years thereafter or until either party provides the other party written notice of its intent to terminate as provided in the contract. Upon written agreement of the parties and appropriation by the City Council, the contract may be renewed for up to 2 additional 2 year terms.

In return for services, the City reserves the right to utilize either lump sum or hourly rate compensation as set forth in Exhibit "2" of the 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.

Authorization of services will be by a written Task Authorization(s) issued by the City.

Please confirm that you approve this procedure.

Sandy Largent, ACP, FRP

NALA ADVANCED CERTIFIED PARALEGAL | FLORIDA REGISTERED PARALEGAL

CITY OF PORT ORANGE

Office of the City Attorney | 1000 City Center Circle | Port Orange, Florida 32129

(386) 506-5531 - Direct | (386) 506-5525 - Main | (386) 506-5530 - Fax

slargent@port-orange.org | www.port-orange.org



Largent, Sandra

From: Largent, Sandra
Sent: Thursday, December 22, 2016 12:01 PM
To: Brad Blais
Cc: 'Bernadette Fox'; Clark, Wayne; Tomlinson, Margaret; Williams, Krista; Purchdiv; Roberts, Margaret
Subject: Quentin L. Hampton Associates Master Contract for Engineering Services with City of Port Orange
Attachments: Quentin L Hampton Associates Master Contract for Engineering Services.pdf
Importance: High

Good Morning. Attached is proposed Master Contract for Engineering Services between the City of Port Orange and Quentin L. Hampton Associates, Inc.

1. Please review the document carefully, and if satisfactory, have the document signed by the President of the corporation in front of two witnesses and a notary public. *If the document 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.*
2. ~~Please return a signed copy of the document to me at slargent@port-orange.org~~, and return the original signed document to me at the address below.

Thank you for your professional courtesies.

Sandy Largent, ACP, FRP

NALA ADVANCED CERTIFIED PARALEGAL | FLORIDA REGISTERED PARALEGAL

CITY OF PORT ORANGE

Office of the City Attorney | 1000 City Center Circle | Port Orange, Florida 32129

(386) 506-5531 - Direct | (386) 506-5525 - Main | (386) 506-5530 - Fax

slargent@port-orange.org | www.port-orange.org





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: Yes

SUBJECT: (B6b) Approval of Task Authorization No. 3 to the Master Contract of Engineering Services with Quentin L. Hampton Associates.

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No.3 to contract for engineering services with Quentin L. Hampton Associates for the design of the bank hardening of the Cambridge Canal for the amount of \$28,020.00, and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: The Task Authorization of \$28,020.00 will contract engineering services to complete the design of the hardening of a section of the Cambridge Canal from the north canal bank east of Trailwood Drive to the Cambridge Canal pond. The bank is eroding, and the length of the canal adversely impacted is approximately 750 lineal feet.

The Cambridge Canal Basin improvements were began in 2008 and included major drainage improvements to the area. The improvements included several stormwater conveyance and treatment upgrades including a major stormwater pump station.

The Cambridge canal feeds directly into the pump station and is subject to eroding velocities when the pump station is in operation. The bank hardening of sections of the canal between Spruce Creek Road and Trailwood Drive have been completed.

Project No.: DIP056 Funding Account No.: 412-1800-541-63-97

ATTACHMENTS:

1.	Task Authorization No. 3	Task Authorization No 3.pdf
2.	QLHA Master Contract	QLHA Master Contract.pdf
3.	QLHA Proposal for the Cambridge Canal Phase 2 bank hardening	QLHA proposal.pdf

Luis Leal
Alyssa Walker

Created/Initiated - 02/27/2017
Approved - 03/02/2017

Mike Silvey	Approved - 03/02/2017
Branford Adumuah	Approved - 03/08/2017
Tracey Riehm	Approved - 03/17/2017
Margaret Roberts	Approved - 03/23/2017
Jake Johansson	Approved - 03/23/2017
Robin Fenwick	Final Approval - 03/23/2017

TASK AUTHORIZATION NO. 3
Standard Contract for Services dated December 27, 2016
Between the City of Port Orange, Florida and Quentin L. Hampton 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 **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated as referenced above, 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. The Director of Public Works, Branford Adumuah, or his designee, Engineering Manager, Luis Leal, shall perform contract administration for this Task Authorization No. 3, and may be reached at (386) 506-5575.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to Cambridge Canal Phase 2 Bank Hardening, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Contractor shall substantially complete the services to be provided herein within 270 days from the date of written notice by the City to the Contractor, and final completion 90 days thereafter.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$28,020.00. 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.
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:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____ By: _____
Brad T. Blais, 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: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
M.H. Johansson, City Manager

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA 5670]



March 7, 2017

Branford Adumuah
Public Works Director
City of Port Orange
407 Virginia Avenue
Port Orange, FL 32129

Email: badumuah@port-orange.org
Hard Copy Mailed Only on Request

**CAMBRIDGE CANAL PHASE 2 BANK HARDENING
SCOPE OF SERVICES AND FEE ESTIMATE
2nd REVISION**

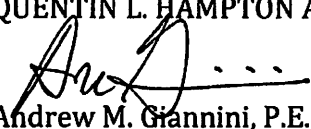
Dear Branford,

We are pleased to present the enclosed scope and fee estimate for the above referenced project as requested. The attached scope of services describes, in detail, what our firm understands to be required for this project. As we understand, the City would like QLH to perform additional design and permitting efforts for completion of Phase 2 of the hardening of the north canal bank east of Trailwood Drive to the pond which is eroding due to high stormwater flows. Approximately 750 LF of the north canal bank east of Trailwood Drive has no hardening currently. The City desires to continue the block wall in this area as constructed on the west side of Trailwood, as shown in Attachment 'C'.

QLH is well qualified to perform these services for the City. Our firm assisted the City in engineering, design, permitting, and construction of the Cambridge Basin Improvements previously constructed in 2007-2008.

We propose that these services be covered under our current master contract for engineering services with Port Orange dated December 27, 2016. Please notify us if this is acceptable. We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.


Andrew M. Giannini, P.E.
Project Manager


for Brad T. Blais, P.E.
President

AMG/BTB:bf

Enclosures: Attachment 'A' – Scope of Services and Fee Estimate
Attachment 'B' – Estimate of Fees Spreadsheet
Attachment 'C' – Location Map

ATTACHMENT 'A'
CAMBRIDGE CANAL PHASE 2 BANK HARDENING
ENGINEERING DESIGN AND PERMITTING
SCOPE OF SERVICES AND FEE ESTIMATE

General: This fee estimate and scope of services constitutes a supplemental agreement between the City of Port Orange, Volusia County, Florida, hereinafter called the "CITY", and Quentin L. Hampton Associates, Inc., a Florida corporation having its office in Port Orange, Florida, hereinafter called "QLH".

Background: The Cambridge Canal Basin improvements were constructed in 2007-2008 and included major drainage improvements to the area. The improvements included several stormwater conveyance and treatment upgrades including a major stormwater pump station. The Cambridge canal feeds directly into the pump station and is subject to eroding velocities which the pump station is in operation. The CITY has completed the bank hardening between Spruce Creek Road and Trailwood Drive previously. The CITY desires to continue the Phase 2 hardening of the banks to reduce the erosion damage due to the water velocity in the canal.

QLH will design and permit a canal bank hardening project along the north canal bank east of Trailwood Drive to the pond. See Attachment 'C' for location. The estimated construction cost is \$500,800.

Purpose of Work: The CITY desires to have QLH provide professional services for the design, permitting and bidding which are needed for this project.

Description of Services: QLH shall provide the following services:

Survey: QLH will utilize Sliger and Associates, Inc. (SA) to update and supplement the survey that was completed during the previous Cambridge project. The supplementary work is required to provide finite information that is required for final design and permitting. An allowance is included for this task.

Design: QLH will provide a conceptual design and cost estimate for review and comment as a 30% design submittal. Comments received on the conceptual plan will be incorporated into the final design. Deliverables include: Conceptual design drawings and cost estimate; upon receipt of CITY comments, 90% design documents (drawings and specifications) for CITY review and 100% design documents upon receipt of CITY comments on the 90% documents.

Permitting: QLH will prepare an Environmental Resource Permit (ERP) application and submit such to St. Johns River Water Management District (SJRWMD) for permitting with SJRWMD, Florida Department of Environmental Protection (FDEP), Army Corps of Engineers (ACOE), and the Fish and Wildlife Commission (FWC). A permit fee allowance has been included. QLH will respond to all reasonable Requests for Additional Information (RAI's) from these agencies.

Bidding Assistance: QLH shall assist the CITY in the public bidding of the project by completing the following work items:

- Preparation of bidding documents per CITY standards
- Addressing of all potential bidder questions for CITY's use in addenda preparation
- Attend pre-bid meeting
- Review received bids
- Prepare certified bid tabulation
- Investigate low bidder(s) qualifications
- Prepare bid award recommendation letter

Construction Phase Services shall be provided through a separate contract addendum as the City desires.

Basis of Fee: The proposed fee for the design and permitting services is as follows, based on the attached detailed breakdown of hours.

Survey Allowance	\$5,000
Design and Permitting	\$15,300
Bidding Assistance	\$5,220
Permit Fee Allowance	\$1,500
Printing Allowance	\$1,000
Total	\$28,020

All fees to be billed on a lump sum basis except for "allowances" which will be billed at actual cost or hours expended.

If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfenwick@port-orange.org.

Prepared by:
QUENTIN L. HAMPTON ASSOCIATES, INC.
-Consulting Engineers-
March 7, 2017

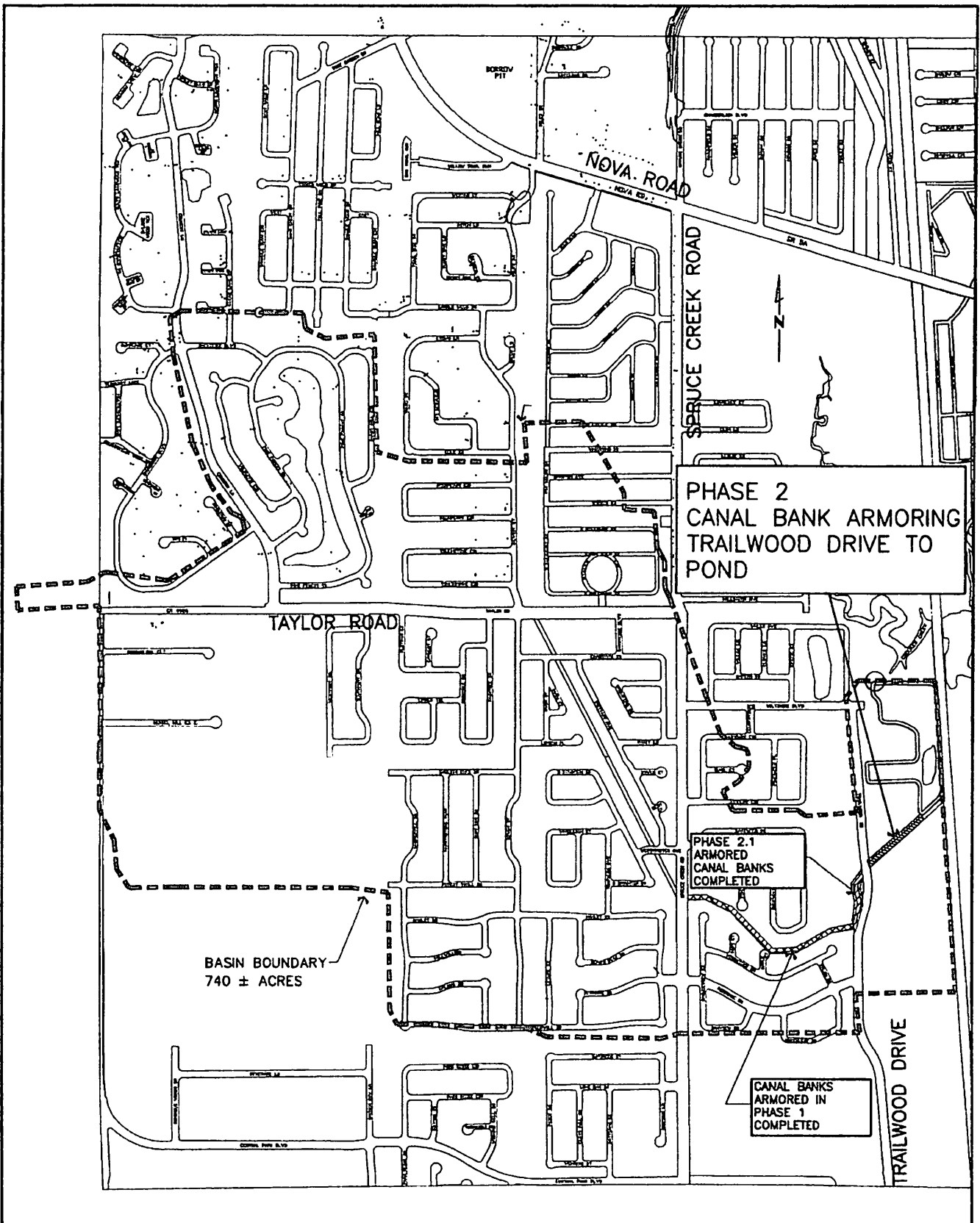
ATTACHMENT 'B'
CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 3 BANK ARMORING

QLH ESTIMATE OF ENGINEERING FEES
March 7, 2017

Task No.	Description	Project Manager (hours)	Project Engineer (hours)	Production Supervisor (hours)	CADD Technician (hours)	Construction Services Supervisor (hours)	Resident Project Representative (hours)	Administrative Support (hours)	Subconsultant Allowance	Total Task (\$)
	Hourly Rate	\$175	\$140	\$80	\$75	\$85	\$65.00	\$55	See Below	See Below
A	Final Design and Permitting									
	60% Submittal Incl meetings and response to comments	4	16	4	16	0	0	4	\$ -	\$ 4,680.00
	90% Submittal Incl meetings and response to comments	4	8	4	16	0	0	8	\$ -	\$ 3,780.00
	Permitting Incl meetings and response to RAIs	12	4	8	16	0	0	4	\$ -	\$ 4,720.00
	Final Submittal	4	2	4	8	0	0	4	\$ -	\$ 2,120.00
	Subtotal	24	30	20	56	0	0	20	\$ -	\$ 15,300.00
B	Bidding Assistance									
	Prepare bidding documents	4	8	4	2	0	0	16	\$ -	\$ 3,170.00
	Address bidder's questions/attend pre-bid meeting	4	0	0	0	0	0	2	\$ -	\$ 810.00
	Review bids/prepare bid tabulation/investigate qualifications/prepare recommendation of award	4	0	4	0	0	0	4	\$ -	\$ 1,240.00
	Subtotal	12	8	8	2	0	0	22	\$ -	\$ 5,220.00
C	Allowances									
	Survey								\$ 5,000.00	\$ 5,000.00
	Permit Fee Allowance	0	0	0	0	0	0	0	\$ 1,500.00	\$ 1,500.00
	Printing	0	0	0	0	0	0	0	\$ 1,000.00	\$ 1,000.00
	Allowance Subtotals	0	0	0	0	0	0	0	\$ 7,500.00	\$ 7,500.00
									TOTAL ALL TASKS	\$ 28,020.00

Notes:

(1) All fees except for allowances are to be Invoiced per lump sum. Allowances are to be Invoiced at actual cost.



QUENTIN L. HAMPTON ASSOC.
CONSULTING ENGINEERS
P.O. DRAWER 290247
PORT ORANGE, FL 32129
(386) 761-6810

CITY OF PORT ORANGE
CAMBRIDGE CANAL IMPROVEMENTS
PHASE 2 BANK ARMORING OF
NORTH SIDE OF CANAL BANK

ATTACHMENT 'C'
OF 1



CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

This Master Contract for Engineering Services ("Contract") is entered into this 27th day of December, 2016, 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 QUENTIN L. HAMPTON ASSOCIATES, INC., a Florida corporation whose principal address is 4401 Eastport Parkway, Port Orange, Florida 32127 ("Engineer"). (The City and Engineer are collectively referred to herein as the "Parties.")

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, and related services for the City for preparation of a variety of projects administered by various departments within the City, including but not limited to the following:

- (1) Investigation of existing structures or sites and preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
- (2) Studies and planning for construction projects, including drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
- (3) Engineering services required to construct a variety of projects and related site work; preparation of design and construction documents – plans, specifications, calculations, cost estimates, reports and schedules; coordination of special services such as testing and surveying; provide required documents and services to obtain all construction permits; assist the City project manager with bidding and construction administration, including field visits, shop drawing review, applications for payment, punch list and certification;
- (4) Preparation of presentation boards and digital graphic photo realistic renderings;
- (5) Oral presentations and PowerPoint audio visual presentations; and
- (6) Leading project meetings and preparing and distributing meeting minutes

in accordance with Request for Statement of Qualifications #16-32 and Engineer's proposal in response thereto. A true and correct copy of RFSQ 16-32 and Engineer's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange.

Projects may include City of Port Orange existing or proposed sites which require evaluation and/or site design for facilities with uses including Parks and Recreation, Fire and Police, flood control and/or stormwater treatment. Projects may also include review of development projects, traffic simulation/operations analysis models such as HCS, ARTPLAN, SYNCHRO, CUBE, and CFRPM, Traffic Impact Analysis creation and review, signal timing, traffic calming, intersection analyses, traffic improvement justification reports, Traffic Impact Analysis Methodology review, Conduct traffic counts and creation and review of roadway classification and Level of Service (LOS) capacity reports.

Plans will be drawn in AutoCAD format unless otherwise directed.

All documents resulting from any project performed hereunder shall become the sole property of the City.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years thereafter or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional two (2) year terms.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, 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. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "1." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. 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. Furthermore, the City reserves the right, at its sole discretion, to utilize the Master Contract for Engineering Services entered into between the Parties on March 17, 2015 pursuant to Request for Statement of Qualifications No. 14-23, for the scope of services set forth therein.

3. City Obligations. The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto. The City's obligation to pay Engineer 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. 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 Engineer plus ten (10%) percent. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Engineer shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Engineer's negligent performance of the services furnished under this Contract.

5. Statement of Engineering Services. The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits. The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with

such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

- (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
- (iv) Original Drawings - Final Plans. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City, the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications. The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Engineer. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's

risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

8. Expert Witness. The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

9. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

(1) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

(2) The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

(1) The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

(2) The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

(3) A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

12. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

13. Public Records Compliance. Engineer 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 Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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 Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.10, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

14. Termination for Non-Appropriation of Funds. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

15. Insurance

(a) Engineer shall maintain insurance during the life of this Contract. Engineer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Engineer shall furnish policies and certificates of insurance to the City for review and approval. Approval by the City of any policy of insurance shall not, however, relieve the Engineer from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Engineer has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Contract may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Engineer shall notify the City and to the City's designated insurance Risk Manager of any changes in or cancellations of coverage.

(b) 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. Engineer shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Engineer 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 Engineer for the reasonable additional costs of increased coverage. The Engineer shall maintain the following coverages:

Required Insurance	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 Engineer 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 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.
☒	Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage- \$1,000,000 minimum	

16. **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.

17. **Liability for Loss or Damage.** Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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 Engineer, its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

18. **Non-discrimination.** During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer 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.

19. **E-Verify.** Engineer 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 Engineer during the term of this Contract and shall expressly require any subcontractor performing services pursuant to this 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 this Contract.

20. **Disputes.** The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision 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 City Council, Engineer 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 Request for Statement of Qualifications #16-32 and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

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

Engineer: Quentin Hampton Associates, Inc.
Attention: Brad T. Blais, President
4401 Eastport Parkway
Port Orange, Florida 32127
(386) 761-6810 – Telephone
(386) 761-3977 – Business Fax
bblais@qlha.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 Engineer 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:

Bernadette Fay

Printed Name: Bernadette Fay

Karen Gimbel

Printed Name: Karen Gimbel

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: [Signature]

Brad T. Blais, President

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

Date: 12/27/16

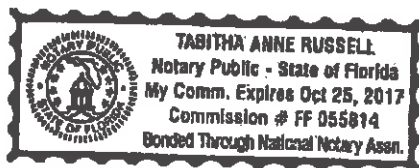
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of December, 2016, Brad T. Blais, as President of Quentin L. Hampton Associates, Inc., a Florida corporation, and who:

(Notary: Please select one)

☒ is personally known to me; or

☐ has produced _____ as identification.



Tabitha Anne Russell

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Sandra A. Largent
Printed Name: Sandra A. Largent

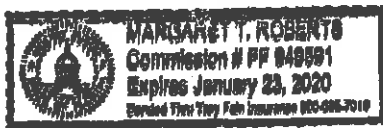
By: Allen Green
Allen Green, Mayor

Margaret T. Roberts
Printed Name: Margaret T. Roberts

Date: November 30, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of November, 2016, 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.



Margaret T. Roberts
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

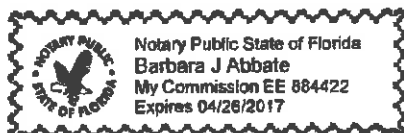
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Frances Gasnell
Printed Name: Frances Gasnell

Date: 11/30/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of Nov., 2016, 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.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5670]

EXHIBIT “1”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____

Standard Contract for Services dated _____

Between the City of Port Orange, Florida and Quentin L. Hampton 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 **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services 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:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____

By: _____
Brad T. Blais, 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: _____

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 5670]

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
(Revised October 2016)

<u>Position</u>	<u>Rate</u>
Expert Witness.....	\$250
Principal	\$175
Project Manager	\$175
Professional Engineer	\$140
Engineering Intern	\$100
Construction Services Supervisor	\$85
Production Supervisor.....	\$80
GIS Technician	\$75
CADD Technician	\$75
Grant/Funding Coordinator.....	\$70
Federal Grant Compliance Specialist.....	\$70
Construction Project Representative (Inspector)	\$65
Sr. Administrative Supervisor.....	\$60
Administration Support.....	\$55

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer	\$175
Project Administrator/Project Engineer.....	\$140
Assistant Project Administrator/Project Engineer	\$100
Senior Inspector/Senior Engineer	\$85
Utility Coordinator.....	\$85
Senior Inspection Building Structures	\$85
Resident Compliance Specialist.....	\$70
Inspector/Engineer Intern.....	\$65
Asphalt Plant Inspector	\$65
Public Information Officer.....	\$65
Building Inspector/Electrical	\$65
Contract Support Specialist.....	\$65
Associate Contract Support Specialist.....	\$55
Inspector's Aide	\$55
Secretary/Clerk Typist	\$55

Subsurface Utility Engineering (SUE) Services

Project Manager	\$140
Project Coordinator.....	\$70
Field Technician.....	\$65
Administrative Support.....	\$50
Vacuum Excavator.....	\$600/day
Ground Penetrating Radar (GPR)	\$150/day
Truck	\$300/day

Building Code Services

Chief Building Official	\$85
Fire Safety Inspector/Fire Systems Plan Review	\$80
Building Plans Examiner	\$75
Building Inspector.....	\$65

Reimbursable Expenses:

<u>Item</u>	<u>Fee</u>
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies.....	Actual Cost
Travel	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.

Largent, Sandra

From: Largent, Sandra
Sent: Thursday, December 22, 2016 11:58 AM
To: Clark, Wayne
Cc: Tomlinson, Margaret; Williams, Krista; Purchdiv; Roberts, Margaret
Subject: Quentin L Hampton Associates Master Contract for Engineering Services
Attachments: Quentin L Hampton Associates Master Contract for Engineering Services.pdf

Importance: High

Good Morning. Please find attached for your review the Quentin L. Hampton Associates Master Contract for Engineering Services. The contract has a term commencing on the last date the contract is signed by the parties, and shall continue for a period of 3 years thereafter or until either party provides the other party written notice of its intent to terminate as provided in the contract. Upon written agreement of the parties and appropriation by the City Council, the contract may be renewed for up to 2 additional 2 year terms.

In return for services, the City reserves the right to utilize either lump sum or hourly rate compensation as set forth in Exhibit "2" of the 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.

Authorization of services will be by a written Task Authorization(s) issued by the City.

Please confirm that you approve this procedure.

Sandy Largent, ACP, FRP

NALA ADVANCED CERTIFIED PARALEGAL | FLORIDA REGISTERED PARALEGAL

CITY OF PORT ORANGE

Office of the City Attorney | 1000 City Center Circle | Port Orange, Florida 32129

(386) 506-5531 - Direct | (386) 506-5525 - Main | (386) 506-5530 - Fax

slargent@port-orange.org | www.port-orange.org



Largent, Sandra

From: Largent, Sandra
Sent: Thursday, December 22, 2016 12:01 PM
To: Brad Blais
Cc: 'Bernadette Fox'; Clark, Wayne; Tomlinson, Margaret; Williams, Krista; Purchdiv; Roberts, Margaret
Subject: Quentin L. Hampton Associates Master Contract for Engineering Services with City of Port Orange
Attachments: Quentin L Hampton Associates Master Contract for Engineering Services.pdf
Importance: High

Good Morning. Attached is proposed Master Contract for Engineering Services between the City of Port Orange and Quentin L. Hampton Associates, Inc.

1. Please review the document carefully, and if satisfactory, have the document signed by the President of the corporation in front of two witnesses and a notary public. ***If the document 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.***
2. ~~Please return a signed copy of the document to me at slargent@port-orange.org~~, and return the original signed document to me at the address below.

Thank you for your professional courtesies.

Sandy Largent, ACP, FRP

NALA ADVANCED CERTIFIED PARALEGAL | FLORIDA REGISTERED PARALEGAL

CITY OF PORT ORANGE

Office of the City Attorney | 1000 City Center Circle | Port Orange, Florida 32129

(386) 506-5531 - Direct | (386) 506-5525 - Main | (386) 506-5530 - Fax

slargent@port-orange.org | www.port-orange.org





March 7, 2017

Branford Adumuah
Public Works Director
City of Port Orange
407 Virginia Avenue
Port Orange, FL 32129

Email: badumuah@port-orange.org
Hard Copy Mailed Only on Request

**CAMBRIDGE CANAL PHASE 2 BANK HARDENING
SCOPE OF SERVICES AND FEE ESTIMATE
2nd REVISION**

Dear Branford,

We are pleased to present the enclosed scope and fee estimate for the above referenced project as requested. The attached scope of services describes, in detail, what our firm understands to be required for this project. As we understand, the City would like QLH to perform additional design and permitting efforts for completion of Phase 2 of the hardening of the north canal bank east of Trailwood Drive to the pond which is eroding due to high stormwater flows. Approximately 750 LF of the north canal bank east of Trailwood Drive has no hardening currently. The City desires to continue the block wall in this area as constructed on the west side of Trailwood, as shown in Attachment 'C'.

QLH is well qualified to perform these services for the City. Our firm assisted the City in engineering, design, permitting, and construction of the Cambridge Basin Improvements previously constructed in 2007-2008.

We propose that these services be covered under our current master contract for engineering services with Port Orange dated December 27, 2016. Please notify us if this is acceptable. We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.


Andrew M. Giannini, P.E.
Project Manager


for Brad T. Blais, P.E.
President

AMG/BTB:bf

Enclosures: Attachment 'A' – Scope of Services and Fee Estimate
Attachment 'B' – Estimate of Fees Spreadsheet
Attachment 'C' – Location Map

ATTACHMENT 'A'
CAMBRIDGE CANAL PHASE 2 BANK HARDENING
ENGINEERING DESIGN AND PERMITTING
SCOPE OF SERVICES AND FEE ESTIMATE

General: This fee estimate and scope of services constitutes a supplemental agreement between the City of Port Orange, Volusia County, Florida, hereinafter called the “**CITY**”, and Quentin L. Hampton Associates, Inc., a Florida corporation having its office in Port Orange, Florida, hereinafter called “**QLH**”.

Background: The Cambridge Canal Basin improvements were constructed in 2007-2008 and included major drainage improvements to the area. The improvements included several stormwater conveyance and treatment upgrades including a major stormwater pump station. The Cambridge canal feeds directly into the pump station and is subject to eroding velocities which the pump station is in operation. The CITY has completed the bank hardening between Spruce Creek Road and Trailwood Drive previously. The CITY desires to continue the Phase 2 hardening of the banks to reduce the erosion damage due to the water velocity in the canal.

QLH will design and permit a canal bank hardening project along the north canal bank east of Trailwood Drive to the pond. See Attachment 'C' for location. The estimated construction cost is \$500,800.

Purpose of Work: The CITY desires to have QLH provide professional services for the design, permitting and bidding which are needed for this project.

Description of Services: QLH shall provide the following services:

Survey: QLH will utilize Sliger and Associates, Inc. (SA) to update and supplement the survey that was completed during the previous Cambridge project. The supplementary work is required to provide finite information that is required for final design and permitting. An allowance is included for this task.

Design: QLH will provide a conceptual design and cost estimate for review and comment as a 30% design submittal. Comments received on the conceptual plan will be incorporated into the final design. Deliverables include: Conceptual design drawings and cost estimate; upon receipt of CITY comments, 90% design documents (drawings and specifications) for CITY review and 100% design documents upon receipt of CITY comments on the 90% documents.

Permitting: QLH will prepare an Environmental Resource Permit (ERP) application and submit such to St. Johns River Water Management District (SJRWMD) for permitting with SJRWMD, Florida Department of Environmental Protection (FDEP), Army Corps of Engineers (ACOE), and the Fish and Wildlife Commission (FWC). A permit fee allowance has been included. QLH will respond to all reasonable Requests for Additional Information (RAI's) from these agencies.

Bidding Assistance: QLH shall assist the CITY in the public bidding of the project by completing the following work items:

- Preparation of bidding documents per CITY standards
- Addressing of all potential bidder questions for CITY's use in addenda preparation
- Attend pre-bid meeting
- Review received bids
- Prepare certified bid tabulation
- Investigate low bidder(s) qualifications
- Prepare bid award recommendation letter

Construction Phase Services shall be provided through a separate contract addendum as the City desires.

Basis of Fee: The proposed fee for the design and permitting services is as follows, based on the attached detailed breakdown of hours.

Survey Allowance	\$5,000
Design and Permitting	\$15,300
Bidding Assistance	\$5,220
Permit Fee Allowance	\$1,500
Printing Allowance	\$1,000
Total	\$28,020

All fees to be billed on a lump sum basis except for "allowances" which will be billed at actual cost or hours expended.

If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfenwick@port-orange.org.

Prepared by:
QUENTIN L. HAMPTON ASSOCIATES, INC.
-Consulting Engineers-
March 7, 2017

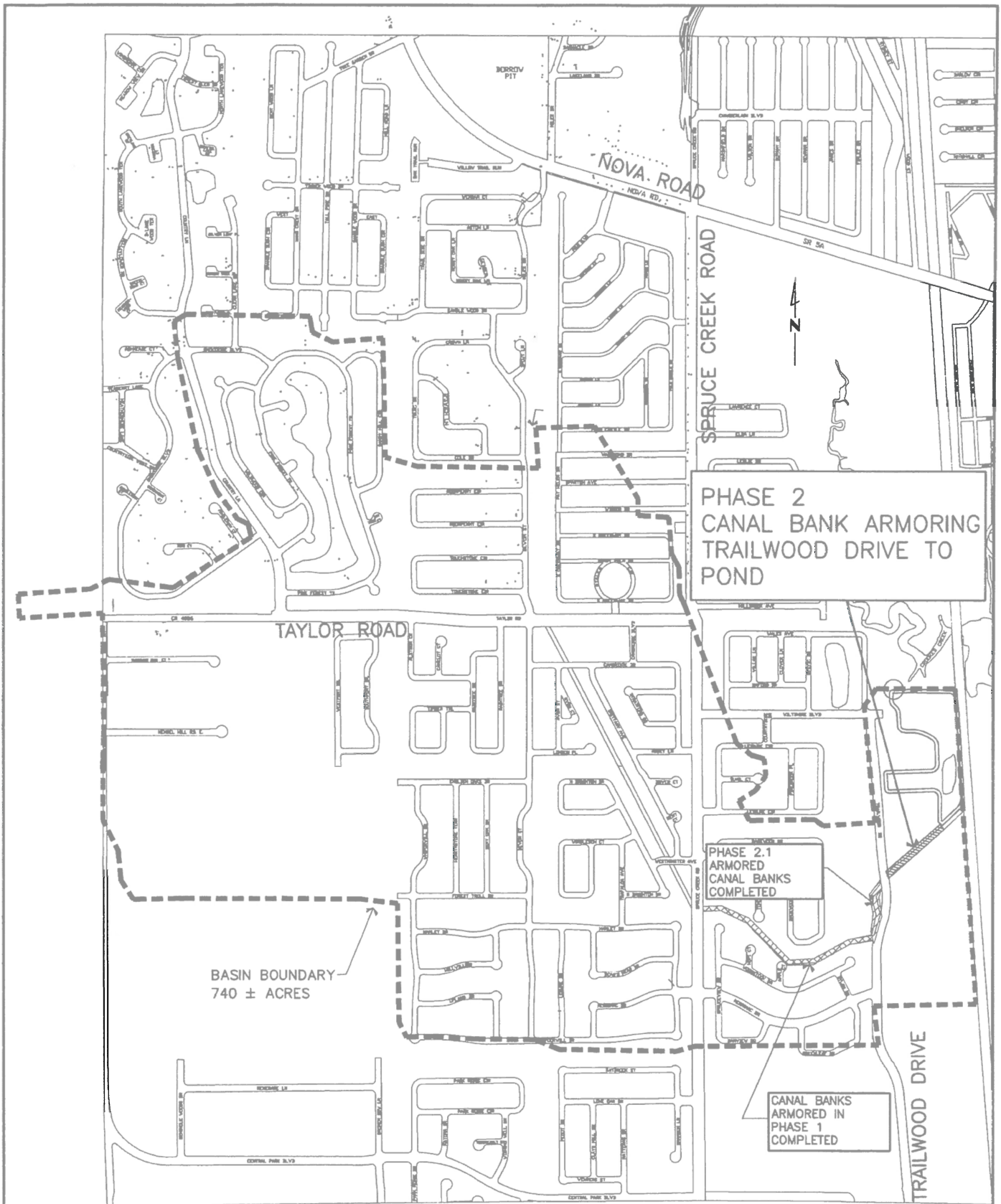
ATTACHMENT 'B'
CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 3 BANK ARMORING

QLH ESTIMATE OF ENGINEERING FEES
March 7, 2017

Task No.	Description	Project Manager (hours)	Project Engineer (hours)	Production Supervisor (hours)	CADD Technician (hours)	Construction Services Supervisor (hours)	Resident Project Representative (hours)	Administrative Support (hours)	Subconsultant Allowance	Total Task (\$)
	Hourly Rate	\$175	\$140	\$80	\$75	\$85	\$65.00	\$55	See Below	See Below
A	Final Design and Permitting									
	60% Submittal incl meetings and response to comments	4	16	4	16	0	0	4	\$ -	\$ 4,680.00
	90% Submittal incl meetings and response to comments	4	8	4	16	0	0	8	\$ -	\$ 3,780.00
	Permitting incl meetings and response to RAls	12	4	8	16	0	0	4	\$ -	\$ 4,720.00
	Final Submittal	4	2	4	8	0	0	4	\$ -	\$ 2,120.00
	Subtotal	24	30	20	56	0	0	20	\$ -	\$ 15,300.00
B	Bidding Assistance									
	Prepare bidding documents	4	8	4	2	0	0	16	\$ -	\$ 3,170.00
	Address bidder's questions/attend pre-bid meeting	4	0	0	0	0	0	2	\$ -	\$ 810.00
	Review bids/prepare bid tabulation/investigate qualifications/prepare recommendation of award	4	0	4	0	0	0	4	\$ -	\$ 1,240.00
	Subtotal	12	8	8	2	0	0	22	\$ -	\$ 5,220.00
C	Allowances									
	Survey								\$ 5,000.00	\$ 5,000.00
	Permit Fee Allowance	0	0	0	0	0	0	0	\$ 1,500.00	\$ 1,500.00
	Printing	0	0	0	0	0	0	0	\$ 1,000.00	\$ 1,000.00
	Allowance Subtotals	0	0	0	0	0	0	0	\$ 7,500.00	\$ 7,500.00
									TOTAL ALL TASKS	\$ 28,020.00

Notes:

(1) All fees except for allowances are to be invoiced per lump sum. Allowances are to be invoiced at actual cost.



QUENTIN L. HAMPTON ASSOC.
CONSULTING ENGINEERS
P.O. DRAWER 290247
PORT ORANGE, FL 32129
(386) 761-6810

CITY OF PORT ORANGE
CAMBRIDGE CANAL IMPROVEMENTS
PHASE 2 BANK ARMORING OF
NORTH SIDE OF CANAL BANK

ATTACHMENT 'C'

OF 1



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: No

SUBJECT: (B6c) Approval of Change Order No. 1 to Piggyback Agreement with Shenandoah General Construction

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION:

Move to approve Change Order No. 1, to the existing piggyback contract between the City of Port Orange and Shenandoah Construction Company, authoring an increase not to exceed \$29,175.00 and for a contract extension of 60 days and authorize the Mayor and City Clerk to execute the contract documents.

SUMMARY:

On February 15, 2017, a piggyback agreement was entered between Shenandoah General Construction Company and the City of Port Orange, Florida, for the lining of 160 linear feet of failed concrete pipe located underneath the southwest section of the roadway on Country Lane.

Since the completion of the initial work, a drainage pipe culvert just south of Belleflower Drive has been discovered to be also experiencing joint failure. The failure is causing erosion and voids underground and road depressions (potholes) aboveground.

The most efficient and economical method of repair is pipe lining. The section of pipe that needs to be repaired is 70 linear feet with a cross sectional area of 43 inches by 68 inches equivalent to a 54-inch pipe. The 70 linear feet of pipe is underneath the roadway base and is well within the City's right of way.

The piggyback agreement between Collier County, Florida, Agreement 15-6363 with Shenandoah General Construction Company will expire February 23, 2018, and allows for two (2) additional one (1) year renewals, renewable annually.

The piggyback agreement between the City of Port Orange and Shenandoah Construction Company will expire April 18, 2017.

Project No.: POL041 Funding Account No.: 301-4300-541.63-97

ATTACHMENTS:

1.	Change Order No. 1	Revised Shenandoah Construction Change Order No. 1.pdf
2.	Country Lane Pipe Culvert	Country Lane Pipe Culvert Repairs Proposal.pdf

	Repair Proposal	
3.	Collier County Contract Renewal for #15-6363 "Storm Drain Maintenance"	Collier County 156363 Renewal 2018.pdf
4.	Piggyback Contract Between the City of Port Orange and Shenandoah Construction Co.	Shenandoah+General+Construction+PB+Agreement (002).pdf
5.	Shenandoah Construction Co. Insurance Certification	Insurance Certificate.pdf
6.	Issued Notice to Proceed	Notice to Proceed.pdf
7.	Collier County Contract with Shenandoah Construction Company	Shenandoah Construction Contract with Collier Co..pdf

Mike Silvey	Created/Initiated - 03/14/2017
Alyssa Walker	Approved - 03/16/2017
Branford Adumuah	Approved - 03/16/2017
Tracey Riehm	Approved - 03/20/2017
Margaret Roberts	Approved - 03/23/2017
Jake Johansson	Approved - 03/23/2017
Robin Fenwick	Final Approval - 03/23/2017

CHANGE ORDER NO. 1
To Piggyback Agreement dated February 15, 2017
SHENANDOAH GENERAL CONSTRUCTION, Contractor

Project: Storm Drain Maintenance

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <u>1</u>
Public Works \$21,820.00	Substantial Completion: ___ days
TOTAL \$21,820.00	Final Completion <u>60</u> days
Net changes from previous Change Order:	Changes in contract time from previous Change Orders:
No. :	No. __: ___ days
	___ days
Contract Price prior to this Change Order:	Contract Completion Date prior to this Change Order:
<u>\$21,820.00</u>	Final Completion: April 18, 2017
Net Increase (decrease) of this Change Order No. <u>1</u> :	Changes in contract time requested this Change Order No. <u>1</u> : (Requires Council Approval)
<u>\$29,175.00</u>	<u>60</u> days
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
<u>\$50,995.00</u>	Final Completion: June 17, 2017

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered into by and between the parties on February 15, 2017
- II. **REQUIRED CHANGES:** To provide for an increase of funds for the lining of failing drainage pipe underneath Country Lane. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? Yes.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed \$50,995.00 (increase change order). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

By: 
Printed Name: Michael Silvey
Title: Assistant Director

Date Signed: 3/13/2017

ACCEPTED BY:

Contractor - Shenandoah General Const. Co.


By: _____
Printed Name: Daniel DiMura
Title: Vice President

Date Signed: 3/13/17

RECOMMENDED BY:

City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

RECOMMENDED BY:

Engineer of Record

By: _____
Printed Name: _____
Title: _____

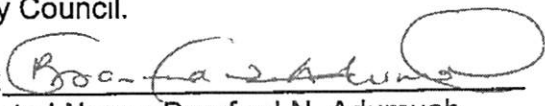
Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By:


Printed Name: Branford N. Adumuah

Title: Director of Public Works

Date Signed: 3/14/17

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Affirmed:

If Council approval is required:

By: _____

Printed Name: Donald O. Burnette

Title: Mayor

Date Signed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____



1888 N.W. 22nd Street • Pompano Beach, FL 33069
(954) 975-0098 Fax: (954) 975-9718

DATE: March 03, 2017
SUBMITTED TO: Port Orange, City of
STREET: 407 Virginia Avenue
CITY, STATE & ZIP: Port Orange, Florida 32127
PHONE: (386) 506-5575
FAX: 386-756-5365
EMAIL: msilvey@port-orange.org
JOB NAME: Countryside 43 X 68
ATTENTION: Mike Silvey

PROPOSAL #P6110

We propose to furnish a crew and all necessary equipment to at the above mentioned job location. This work will be performed at our following hourly and or unit prices: This Quote is based off of a Piggyback of Shenandoah Construction Collier County Contract, Collier County "Storm Drain Maintenance" Agreement 15-6363

Mobilization	(at \$300.00 Each)	1 Each	\$300.00
Medium Clean 43 X 68 RCP	(at \$5.50 Per L.F.)	70 L.F.	\$385.00
Storm Drain Video Inspection 49" - 72"	(at \$7.00 Per L.F.)	70 L.F.	\$490.00
Install 43 X 68 CIPP	(at \$400.00 Per L.F.)	70 L.F.	\$28,000.00
Estimated Total:			\$29,175.00

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warranty.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Louis Woska

TITLE
Estimator

DATE
03/03/2017

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:

Collier County
Administrative Services Department
Procurement Services Division

November 3, 2016

Mr. Daniel DiMura, Vice President
Shenandoah General Construction Co.
FAX: 954-975-9718
Email: Margaret.Lary@shenandoahconstruction.com

RE: Contract Renewal for # 15-6363 "Storm Drain Maintenance"

Dear Mr. DiMura:

Collier County would like to renew the above contract under the same terms and conditions for one (1) additional year in accordance with the renewal clause in the contract. This renewal is contingent upon Project Manager approval.

If you are agreeable please indicate your intentions by providing the information requested below and executing the acceptance section:

☒	I am agreeable to renewing the above referenced contract under the same terms, conditions, and pricing as the existing contract. The following attached documentation must be provided with your response.
☐	I am not agreeable to the renewal of this contract.

By executing the section below,

this contract will be in effect from **February 24, 2017** until **February 23, 2018**

Acceptance of Contract Renewal	
Company Name	Shenandoah General Construction Company
Company Signature	
Print Name	Daniel DiMura, Vice President
Signature Date	November 8, 2016



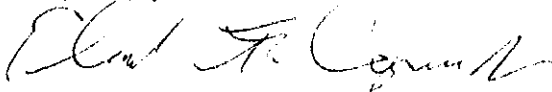
RE: Contract Renewal for # 15-6363 "Storm Drain Maintenance"

Updated Contact Information (Only if addressee information on the first page is incorrect)	
Contact Name	
Telephone Number	
FAX Number	
Email Address	

Please take a moment to review the Collier County Online Bidding System and refresh your business profile information. Log into the County's site at: <http://bid.colliergov.net/bid/>, select My Profile and My Commodities, and review information and commodities to ensure they accurately reflect your business.

Please return this letter to the Procurement Services Division with your response at your earliest convenience. If you have any questions you may contact Lissett De La Rosa at 239-252-6020, email lissettdelarosa@colliergov.net or FAX 239-252-2860.

Respectfully,



Edward F. Coyman Jr.
Director – Procurement Services Division

C: Melissa Pearson, Road Maintenance



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 15 day of February, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **SHENANDOAH GENERAL CONSTRUCTION, CO.** ("Contractor"), a Florida corporation whose principal address is 1888 North West 22nd Street, Pompano Beach, Florida 33069-1318 (collectively the "Parties").

WHEREAS, on the 24th day of February, 2015, the Board of County Commissioners for Collier County, Florida, a political subdivision of the State of Florida, entered into a Contract No. 15-6363 for Storm Drain Maintenance, pursuant to Intent to BID ("ITB") No. 15-6363 (the "Collier County Agreement"); and

WHEREAS, the Collier County Agreement provides for a one (1) year period, with three (3) additional, one (1) year renewals, renewable annually. The County Manager, or his designee, may, at his discretion, extend the Collier County Agreement under all the terms and conditions contained in the Agreement for up to One Hundred Eighty (180) days, with not less than ten (10) days prior to the end of the Agreement term then in effect; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Collier County Agreement for Storm Drain Maintenance purchased by the City of Port Orange; and

WHEREAS, a copy of the Collier County Agreement is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Manager has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Contract shall be effective commencing on the last date the Contract is signed by the Parties. Work shall be completed within 60 days from issuance of a Notice to Proceed, (the "Term"), as amended by approved change order(s).
2. Contractor Obligation. Contractor agrees to provide the City with Storm Drain Maintenance for Country Lane Pipe Repairs in Countryside Subdivision at the unit prices set forth in the Collier County Agreement and Shenandoah General Construction Co. Proposal dated August 17, 2016, attached hereto as Exhibit "1." Contractor agrees that all pricing shall remain valid for the duration of this Agreement.
3. Authorization for 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, signed by an authorized agent of the City of Port Orange. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

4. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in Exhibit "1" in an amount subject to a limit up to but not to exceed Twenty-One Thousand Eight Hundred Twenty and 00/100 Dollars (\$21,820.00) for the term of this Contract. 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. Contract Administration. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

7. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

8. 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.

9. 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.

10. 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.

11. 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

12. 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.

13. 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	

14. 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.

15. 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. 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.

(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.

16. 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.

17. 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.

18. 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.

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 CONTRACT 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

(a) This Contract includes all additional provisions as may have been outlined in the Collier County Agreement 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.

(b) For the purposes of this Contract, any reference in the Collier County Agreement to "Collier County," "Collier," or the "County," shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Collier County Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

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

Copy to: City of Port Orange
Attention: Branford N. Adumuah, Director of Public Works
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Shenandoah General Construction, Co.
Attention: Thomas A. Jackson, President
1888 North West 22nd Street
Pompano Beach, Florida 33069-1318
(772) 467-8861 – Telephone
(772) 467-8863 – Facsimile
help@shenandoahconstruction.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.

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:

Jennifer Breier
Printed Name: Jennifer Breier

Gale Bridjall
Printed Name: Gale Bridjall

SHENANDOAH GENERAL CONSTRUCTION, Co.

By:

Thomas A. Jackson, President
~~Thomas A. Jackson, President~~ Daniel DiMura, Vice Pre
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.

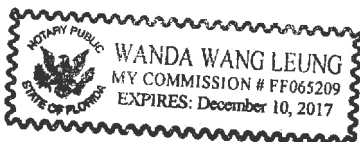
Date: February 6, 2017

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of February, 2017, by ~~Thomas A. Jackson~~ as President of Shenandoah General Construction, Co., a Florida corporation, and who:
Daniel DiMura, Vice President

[Notary: Please select one]

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



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

Witnesses:

CITY OF PORT ORANGE

Cynthia K Rivera
Printed Name: Cynthia K. Rivera

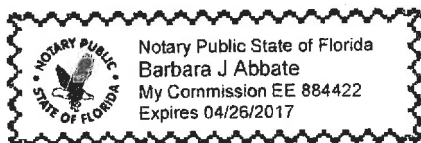
By: M.H. Johansson
M.H. Johansson, City Manager

Frances Gosnell
Printed Name: Frances Gosnell

Date: 2/15/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of February, 2017, by M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Witnesses:

Frances Gosnell
Printed Name: Frances Gosnell

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration

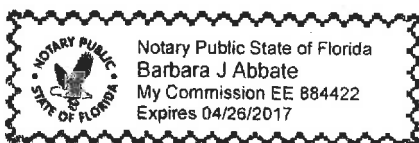
ATTEST:

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

Date: 2/15/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of February, 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.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration

SHENANDOAH CONSTRUCTION

1888 N.W. 22nd Street • Pompano Beach, FL 33069
(954) 975-0028 Fax: (954) 975-9718

Page 1 of 1

DATE: August 17, 2016
SUBMITTED TO: Port Orange, City of
STREET: 407 Virginia Avenue
CITY, STATE & ZIP: Port Orange, Florida 32127
PHONE: (386) 506-5575
FAX: 386-756-5365
EMAIL: msilvey@port-orange.org
JOB NAME: Countryside 29X45
ATTENTION: Mike Silvey

PROPOSAL #P4244

We propose to furnish a crew and all necessary equipment to at the above mentioned job location. This work will be performed at our following hourly and/or unit prices: This Quote is based off of a Piggyback of Shenandoah Construction Collier County Contract. Collier County "Storm Drain Maintenance" Agreement 15-6363

Mobilization	(at \$300.00 Each)	1 Each	\$300.00
Medium Clean 29X45	(at \$3.50 Per L.F.)	160 L.F.	\$560.00
Storm Drain Video Observation	(at \$6.00 Per L.F.)	160 L.F.	\$960.00
Install 29X45 CIPP	(at \$125.00 Per L.F.)	160 L.F.	\$20,000.00
Estimated Total:			\$21,820.00

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warranty.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Louis Woska

TITLE
Estimator

DATE
08/17/2016

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:

EXHIBIT "1"

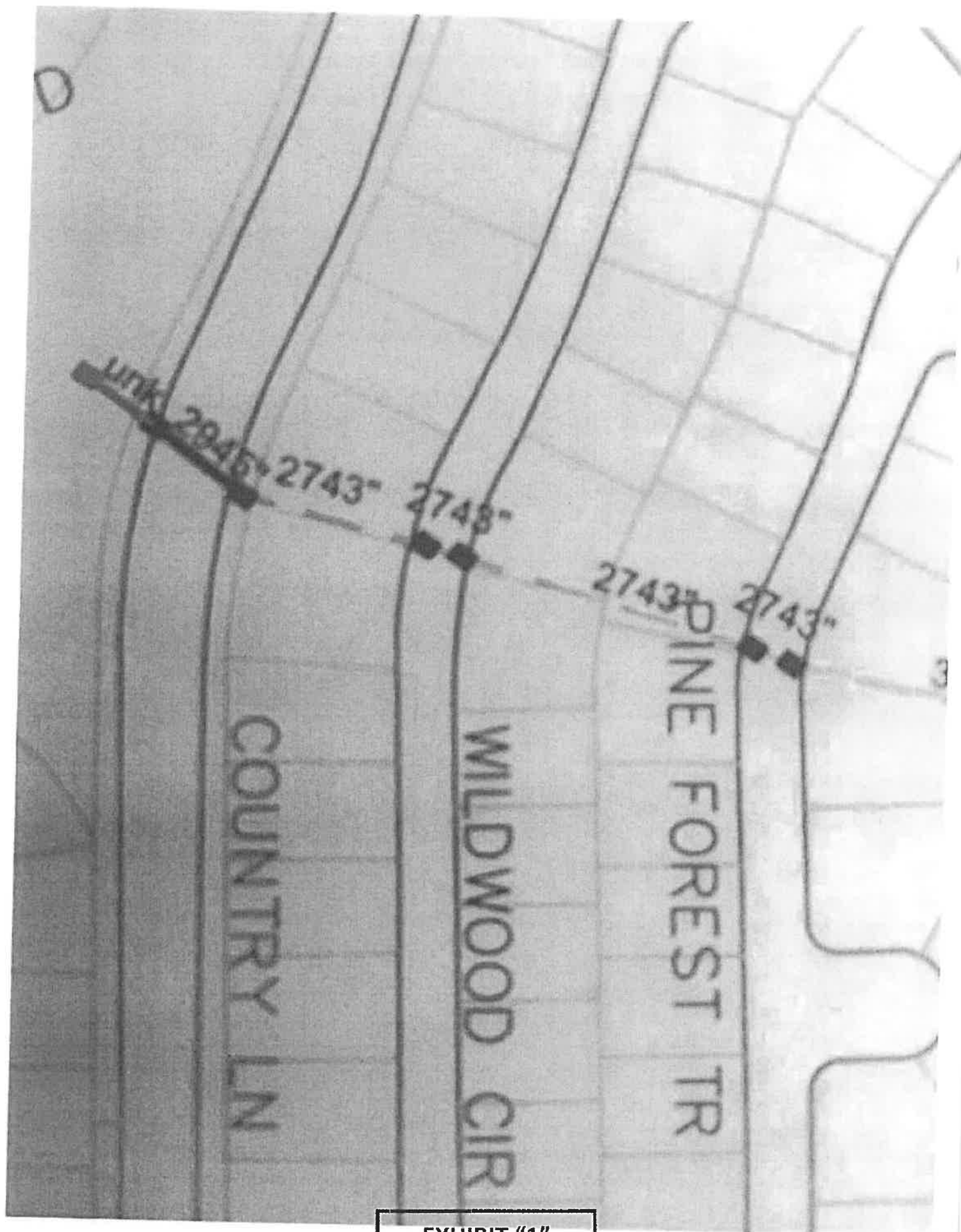


EXHIBIT "1"



SHENA-2

OP ID: AY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2017

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 Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Michael Gorham	CONTACT NAME:	
	PHONE (A/C, No, Ext): 954-776-2222	FAX (A/C, No): 954-776-4446
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Amerisure Mutual Ins. Co.	
	INSURER B: Amerisure Mutual Ins. Co.	
INSURED Shenandoah General Construction Co Attn: Margaret Lary 1888 NW 22nd Street Pompano Beach, FL 33069	NAIC #	
	INSURER C: American Guar & Liab Ins Co	
	INSURER D: Evanston 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 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 ☒ PROJECT ☐ LOC OTHER:			CPP20953510202	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			CA20953500202	12/31/2016	12/31/2017	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 \$ 0			AUC008607102	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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			WC208071505	01/01/2017	01/01/2018	☒ 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	Pollution Liab Occurrence			16CPLOSE20327 SIR: \$5,000	12/31/2016	12/31/2017	Each Occ 1,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

PORTORA City of Port Orange City Clerk, City Hall 1000 City Center Circle 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

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CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Branford N. Adumuah, Director
Public Works
407 Virginia Avenue
Port Orange, FL 32127
Ph: (386) 506-5575 Fx: (386) 756-5365
badumuah@port-orange.org

Issued To: Louis J. Woska, Vic-President
Shenandoah General Construction, Co
1888 NW 22 St.
Pompano Beach, FL 33069
L.woska@shenandoahcostruction.com

PROJECT TITLE: Piggyback Contract for Country Lane Pipe Repairs
CONTRACT NO. CA5726

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the Scope of Work and all terms and conditions of the agreement between the City of Port Orange and Shenandoah General Construction, Co. dated February 15, 2017. The **effective date** of this **Notice to Proceed** is February 17, 2017 with the entire project to be 100 % completed and ready for **final acceptance** no later than April 18, 2017.

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to the Project Manager, Luis Leal, PE, at the address below:

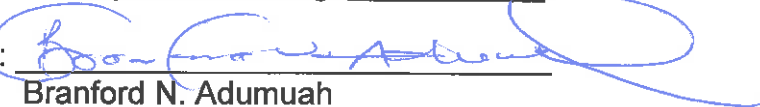
Project Manager: Luis Leal, PE, Engineering Manager Public Works
407 Virginia Avenue, Port Orange, FL 32127
386-506-5575

All future correspondence or requests for changes to the contract must be addressed to the Project Manager.

ISSUED BY:

Owner: City of Port Orange

This 17th day of February 2017

By: 
Branford N. Adumuah

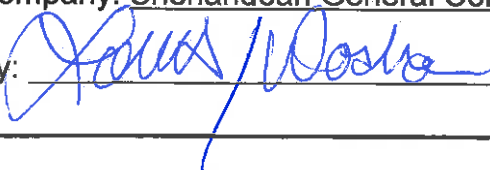
Title: Director of Public Works

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: Shenandoah General Construction, Co

This 17th day of Feb.

By: 

Title: President



"Storm Drain Maintenance"

Agreement 15-6363

SHENANDOAH

CONSTRUCTION

1888 N.W. 22nd Street • Pompano Beach, FL 33069
(954) 975-0098

Fax: (954) 975-9718

SHEN-LINE

a shenandoah company

Collier County
Administrative Services Department
Procurement Services Division

December 7, 2015

Mr. Daniel DiMura, Vice President
Shenandoah General Construction Co.
1888 NW 22nd St.
Pompano Beach, FL 33069
FAX: 954-975-9718
Email: Margaret.lary@shenandoahconstruction.com

RE: Contract Renewal for # 15-6363 "Storm Drain Maintenance"

Dear Mr. DiMura:

Collier County would like to renew the above agreement under the same terms and conditions for one (1) additional year in accordance with the renewal clause in the agreement. This renewal is contingent upon Project Manager approval.

If you are agreeable please indicate your intentions by providing the information as requested below:

 X

I am agreeable to renewing the above referenced contract under the same terms, conditions, and pricing as the existing contract. The following attached documentation must be provided with response.

- Provide updated and current insurance certificate

I am not agreeable to renewal of this contract.

By signature this contract will be in effect from February 24, 2016 until February 23, 2017.

Please take a moment to review the Collier County Online Bidding System and refresh your business profile information. Log into the County's site at: <http://bid.colliergov.net/bid/>. select My Profile and My Commodities, and review information and commodities to ensure they accurately reflect your business.



Page 2 of 2

RE: Contract Renewal for # 15-6363 "Storm Drain Maintenance"

Please return this letter to the Purchasing Department with your response and insurance certificate at your earliest convenience. If you have any questions you may contact Lisset De La Rosa at 239-252-6020, email lissetdelarosa@collier.gov.net or FAX 239-252-6592.

Respectfully,


Joanne Markiewicz
Director - Procurement Services

Acceptance of Contract Renewal	
Name of Company	Sherandoah General Construction Company
Company Signature (Corporate Officer)	
Print Corporate Officer Name	Daniel DiMura, Vice President
Signature Date	December 19, 2015

Updated Contact Information (In order to make sure our contact information is current)	
Contact Name	Margaret Lary
Telephone Number	954-975-0088
FAX Number	954-975-8718
Email Address	Margaret.Lary@sherandoahconstruction.com
Address	1888 NW 22 Street, Pompano Beach, FL 33069

C: Travis Gossard, Road Maintenance

AGREEMENT 15-6363

for

Storm Drain Maintenance

THIS AGREEMENT is made and entered into this 24th day of February, 2015, by and between the Board of County Commissioners for Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" or "Owner") and Shenandoah General Construction Company, as **Secondary Contractor**, authorized to do business in the State of Florida, whose business address is 1888 NW 22nd Street, Pompano Beach, Florida 33069 (hereinafter referred to as the "Contractor").

WITNESSETH:

1. **COMMENCEMENT.** The Contractor shall commence the assigned work upon issuance of a Notice to Proceed (NTP). The contract shall be for a one (1) year period, commencing on Board award, or until such time as all outstanding Purchase Orders issued prior to the expiration of the Agreement period have been completed to the satisfaction of the County or terminated. This contract shall have three (3) additional, one (1) year renewals, renewable annually. The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.
2. **STATEMENT OF WORK.** The Contractor shall provide Storm Drain Maintenance for the Road Maintenance Department on an on-call basis in accordance with the terms and conditions of ITB # 15-6363 "Storm Drain Maintenance" and Exhibit A, "Scope of Work", hereby attached and incorporated by reference and made an integral part of this Agreement.

The execution of this Agreement shall not be a commitment to the Contractor that any Work will be awarded to the Contractor. Rather, this Agreement governs the rights and obligation of the procedure to obtain Work outlined in the next paragraphs and all Work undertaken by Contractor for Owner pursuant to this Agreement during the term and any extension of the term of this Agreement.

Although the primary user of this Contract is the Road Maintenance Department, any County Department may use this contract provided sufficient funds are included in its budget. The process for obtaining services under this Contract is as follows:

Prior to the start of each individual job or group of jobs, the user department shall provide a description of Work to be performed to the Primary Contractor. The Primary Contractor shall have five (5) business days to respond indicating they are willing and able to complete the job(s) in the required time frame. The user department will then issue a Notice to Proceed ("NTP"), provided that there has been a Purchase Order established for the work.

If the Primary Contractor cannot provide requested services within the timeframe specified by the user department, then the Secondary Contractor will then be contacted. The procedure for

obtaining services is the same. In each description of work, the Owner reserves the right to specify the period of completion; collection of liquidated damages in the event of late completion; and time and materials or lump sum.

This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Contractor and the County project manager or his designee, in compliance with the County Purchasing Ordinance and Procedures in effect at the time such services are authorized.

3. **THE CONTRACT SUM.** The County shall pay the Contractor for the performance of this Work pursuant to the prices offered by the Contractor in response to ITB # 15-6363 "Storm Drain Maintenance" per Exhibit B, "Price Schedule", attached herein and incorporated by reference or subsequent quotes. Any County Agency may utilize the services offered under this contract, provided sufficient funds are included in their respective budget(s). This contract will be Purchase Order driven.
4. **NOTICES.** All notices required or made pursuant to this Agreement to be given by the County to the Contractor shall be made in writing and shall be delivered by hand, by fax, e-mail, or by the United States Postal Service Department, first class mail service, postage prepaid, addressed to the following Contractor's address of record:

Shenandoah General Construction Company
1888 NW 22nd Street
Pompano Beach, Florida 33069
Phone: 954-975-0098; Fax: 954-975-9718
Attn: Daniel DiMura, Vice President
Email: margaret.lary@shenandoahconstruction.com

All notices required or made pursuant to this Agreement to be given by the Contractor to the County shall be in writing and shall be delivered by hand, by fax, e-mail, or by United States Postal Service Department, first class mail service, postage prepaid, addressed to the following County's address of record:

Collier County Government Complex
Procurement Services Department
3327 Tamiami Trail East
Naples, Florida 34112
Attention: Joanne Markiewicz
Director, Procurement Services
Phone: 239-252-8407
Fax: 239-252-6480

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Service Agreement must be in writing.

5. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.

6. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, Florida Statutes, all permits necessary for the prosecution of the Work shall be obtained by the Contractor. Payment for all such permits issued by the County shall be processed internally by the County. Contractor is not responsible for paying for permits issued by Collier County, but is responsible for acquiring all permits. Owner may require the Contractor to deliver internal budget transfer documents to applicable Collier county agencies when the Contractor is acquiring permits.

All permits, fees and licenses necessary for the prosecution of the Work which are not issued by Collier County shall be acquired and paid for by the Contractor. Owner will not be obligated to pay for any permits obtained by Subcontractors. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

7. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, county facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Contract of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

8. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County and requirements of this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

9. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

10. **INSURANCE.** The Contractor shall provide insurance as follows:

A. **Commercial General Liability:** Coverage shall have minimum limits of \$1,000,000 Single Limit Per Occurrence, \$2,000,000 aggregate, for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent contractors; Products and Completed Operations and Contractual Liability.

B. **Business Auto Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage

Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

- C. **Workers' Compensation**: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum limit of \$1,000,000 for each accident.

Special Requirements: Collier County Board of County Commissioners shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. There shall be a thirty (30) day notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.

11. **INDEMNIFICATION**. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County.

11.1 The duty to defend under this Article 11 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 11 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

12. **PAYMENTS WITHHELD**. Owner may decline to approve any invoice, or portions thereof, because of defective or incomplete work, subsequently discovered evidence or subsequent inspections. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid

balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If any conditions described above are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense.

13. **SUBMITTALS AND SUBSTITUTIONS.** Any substitution of products/materials from specifications shall be approved in writing by Owner in advance.
14. **CHANGES IN THE WORK.** Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon modification of the Purchase Order by Owner, and Owner shall not be liable to the Contractor for any increased compensation without such modification. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any modifications to this Contract shall be in compliance with the County Purchasing Ordinance and Procedures in effect at the time such modifications are authorized.
15. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this contract in accordance with the Purchasing Ordinance and Purchasing Procedures.
16. **COMPLIANCE WITH LAWS.** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, including specifically those contractual requirements in F.S. § 119.0701(2) as follows:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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, at no cost, to the public agency 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 public agency in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Owner in writing.

17. **CLEAN UP.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.
18. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward Owner.
19. **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the ITB, the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.
20. **WARRANTY.** Contractor expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the County.

Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.

21. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.** The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.
22. **TESTS AND INSPECTIONS.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the Owner the

required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Owner.

23. **PROTECTION OF WORK.**

- A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- C. Contractor shall not disturb any benchmark established by the Owner with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the Owner's benchmarks, Contractor shall immediately notify Owner. The Owner shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by Owner associated therewith.

24. **EMERGENCIES.** In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a written Order shall be issued to document the consequences of the changes or variations.

If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

25. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Collier County Road Maintenance Department.

26. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the attached or referenced component parts, all of which are as fully a part of the Agreement as if herein set out verbatim, including: Contractor's Proposal, Insurance Certificate(s), ITB # 15-6363 "Storm Drain Maintenance" any addenda, etc, made or issued pursuant to this Agreement.

27. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County

staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

28. **SUBJECT TO APPROPRIATION.** It is further understood and agreed, by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.
29. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. No markup shall be applied to sales tax.
30. **IMMIGRATION LAW COMPLIANCE.** By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.
31. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
32. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.
33. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
34. **SECURITY.** If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Department for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.
35. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation

between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

36. **SAFETY.** All contractors and subcontractors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any department and/or Contractor. All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Department Safety Manager and/or Safety Engineer.

***** Remainder of page intentionally left blank *****

IN WITNESS WHEREOF, the Contractor and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

Dwight E. Brock, Clerk of Courts

By: *Julia Cannon*

By: *T. Nance*

TIM NANCE

, Chairman

Dated: 2/27/15

(Seal)
Attest as to Chairman's
signature only.

Shenandoah General Construction Company
Contractor

By: *[Signature]*

Signature

Daniel Dufura

Typed Signature

Vice President

Title

[Signature]
First Witness

Margaret Lery
Type/Print Witness Name

[Signature]
Second Witness

Wanda Lery
Type/Print Witness Name

Approved as to form and legality:

[Signature]
Collier County Attorney

#15-6363 "Storm Drain Maintenance"

Exhibit A "Scope of Work"

OVERVIEW:

The Contractor will provide Storm Drain Maintenance services typically consisting of small projects on an as-needed basis. Such work is conducted in support of the Collier County Road Maintenance Department, including but not limited to:

- The cleaning/flushing of the storm drain pipe, which may include temporary plugging and dewatering of individual storm drain segments;
- Vacuuming of the storm drain pipe and appurtenances (inlet boxes);
- Vacuuming of Continuous Deflection Separation (CDS) Systems;
- Videotaping in DVD format of the segment cleaned when authorized;
- Providing a written report of the condition of the facilities to the County;
- Furnishing all of the associated equipment, labor, and materials required to meet the work objectives.
- This is an on-call annual contract – projects are small and can be located anywhere in Collier County.

DEFINITIONS:

Cleaning refers to the removal of enough material to ensure that at least ninety-five (95%) of the pipe or basin capacity is restored.

Light Cleaning refers to the removal of ¼ diameter of the pipe/basin or less of sediment or debris from a section of the pipe or basin. This item will be billed, at a minimum of a 10 foot increment and may be mixed with other types of cleaning. The Contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by Project Manager.

Medium Cleaning refers to the removal of between ¼ to ½ diameter of the pipe/basin of sediment or debris from a section of pipe or basin. This item will be billed, at a minimum of a 10 foot increment and may be mixed with other types of cleaning. The Contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by Project Manager.

Heavy Cleaning refers to the removal of greater than ½ diameter of the pipe/basin of sediment or debris from a section of pipe or basin. This item will be billed, at a minimum of a 10 foot increment and may be mixed with other types of cleaning. The Contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by Project Manager.

Specialty Cleaning such as the removal of masonry plugs, calcite/concrete deposits, roots or the use of special equipment such as bucket machines will be priced in addition to Light, Medium or Heavy Cleaning as described above. This item will be billed, at a minimum of a 10 foot increment and may be mixed with other types of cleaning. Specialty Cleaning will only be charged for the footage for which the service was required with a 10 foot minimum for which the service was required and has authorization and written approval by the Project Manager. The Contractor will provide certification that at least ninety-five percent (95%) of the pipe or basin capacity is restored. Video inspection may be requested by Project Manager.

SCOPE:

The work typically consists of, but not limited to, the following:

- The cleaning/flushing of the storm drain pipe and structures, which may include temporary plugging and dewatering of individual storm drain segments;
- Vacuuming of the storm drain pipe and appurtenances (inlet boxes);
- Vacuuming of Continuous Deflection Separation (CDS) Systems;
- Videotaping in DVD format of the segment cleaned when authorized;
- Providing a written report of the condition of the facilities to the County;
- Furnishing all of the associated equipment, labor, and materials required to meet the work objectives.
- Providing quote for repairs within five (5) working days.

The length of pipe and box culverts, the number of inlet boxes and CDS Systems along with the job duration all will vary. It should be anticipated that the majority of work to clean/flush pipes and structures will be on short job increments of approximately 30', 50' to 100' in length with the job duration to last approximately two (2), four (4), eight (8) to sixteen (16) hours pending permits and MOT setup; however, larger projects that exceed the prior description may be required during the term of this contract. Video recording may be performed on the older culverts which are believed to be in poor condition or have failed to identify whether repair or replacement is required. The cleaning and or video recording Contractor is not guaranteed the repair or replacement work identified when performing such work.

The Contractor shall be fully responsible for the performance and for the completion of all work requested under this Contract as set forth in these special provisions and as directed by Collier County or its designee (Project Manager). The Contractor will incorporate the necessary provisions into the overall Bid Unit Price to complete the specified work under the conditions existing in the storm drain pipe, catch basins and box culverts.

Coordination with Collier County and other parties involved is required regarding provisions for the location specifics of each work site, traffic control signage, purchasing/acquiring water and identification of the nearest sediment disposal site. The Contractor has ultimate responsibility to perform work in accordance with all rules and regulations that pertain to the industry which work is performed.

AUTHORITY OF THE PROJECT MANAGER: The Contractor will perform all work to the satisfaction to the Project Manager. The Project Manager will manage all questions, difficulties, and disputes, of whatever nature, that may arise relative to the interpretation of the plans, prosecution, and fulfillment of this Contract. Also, to the character, quality, amount, and value of any work done, and materials furnished.

ACCESS OR STAGING TO PROJECT WORK AREA: Access to the work site may be limited or restricted. It will be the Contractor's responsibility to inspect the work site prior to the NTP issuance to ensure there will be no ingress and egress issues. In addition, should access to an offsite staging area be necessary other than indicated on the plans or as discussed, the Contractor must be granted and the fee owner must provide written authorization. A copy of the authorization letter must be provided to the Project Manager for the Project file. Any and all related costs to gain access to or for staging purposes for the work site shall be included in the Project Proposal.

CLEANING OF STORM DRAIN PIPES, CATCH BASINS, INLET BOXES, AND BOX CULVERTS: The work specified consists of the removal and disposal of sediment, silt, debris, vegetation, soil, rock or any type of blockage including temporary dewatering plugs left behind or restriction inside a storm drain pipe, inlet box, Continuous Deflection Separation (CDS) Systems or equivalent or box culvert to restore maximum drainage capacity.

The storm drain pipe segments may be required to be de-watered with the stormwater discharge being towards a downstream segment of the storm drain system all rules and regulations having jurisdiction shall be followed and barriers used to minimize any pollution from contaminating any body of water. All NPDES and

Clean Water Acts rules and regulations must be adhered. Jet rodding and vacuum cleaning of the storm drain pipes in preparation for videotaping of the cleaned storm facilities will be required.

Storm drain pipe sizes and segments will vary. Collier County reserves the right to specify actual footages and/or cubic feet of boxes or CDS system(s) as may be required during this contract period, but does not guarantee any minimum or maximum to be ordered during the period specified.

GENERAL REQUIREMENTS: The Contractor shall clean the storm drain pipe, catch basin, inlet box, box culvert or CDS system so that the drainage capacity is one hundred percent (100%) of the existing capacity of the pipe, box culvert or CDS system. All activities shall be performed meeting the requirements of Federal, State and local environmental standards and laws. Erosion and water pollution control shall be accomplished, meeting the requirements of Section 104 of the Standard Specifications for Road and Bridge Construction and revisions thereto (current at the time of Contract award). When water is present, the storm drain pipe or box culvert shall be de-watered to facilitate cleaning. Cleaning shall be done in a manner not to damage the storm drain pipe, inlet boxes, box culvert, CDS system or surrounding area.

Access to the storm drain pipe, inlet box or box culvert may require temporary removal of fence, signs, guardrail, grates or manhole covers. They shall be replaced according to Collier County standards at the completion of the cleaning operation or each day, as appropriate for safety. No undermined areas shall be allowed at in fall or outfall ends of the pipe or box culvert. Any disturbed areas shall be re-sodded after regraded at no additional cost to the county. Needed repairs to the storm drain pipes or box culverts identified during the cleaning operation shall be brought to the attention of the Project Manager. All sediment, silt, and debris removed in the cleaning operations shall be disposed of by the Contractor in areas meeting Federal, State and local rules and regulations. Contaminated soils (sewage, solvents, etc.) or suspected contaminated soils shall be reported to the County Project Manager immediately for investigation. Quotes for repair work may be requested and shall be submitted within five (5) working days.

DE-WATERING: When de-watering, other than associated with an item with a linear foot unit price is required, the costs will be based on an hourly fee as shown in the Unit Price. Time log of time start and time completed of the de-watering shall be kept and submitted as back-up with the invoicing.

DOCUMENTS AND REPORTS: All video tapes/discs shall be of the two (2) hour DVD/Windows/Word format with each being professionally labeled showing the Collier County's name, the lines recorded on the tape/disc, the date of viewing, and the name of the Contractor.

Detailed one (1) page summaries with a sketch or map drawn to scale shall also be prepared for each storm drain pipe line segment observed during the data review, presenting the Project Manager with a synopsis of the general line segment condition and the relative severity of observed defects. The reports shall also document any cross-connects with sanitary sewer lines and any contaminated soils or hazardous substances encountered. These summaries shall also be included in all field report copies immediately before each associated report to further assist Collier County in understanding and using the results of the viewed project. Direct submittal of copies of the superintendent's logs without his secondary review and summary pages shall not be acceptable. Photographs taken from the video monitor for remote TV observations shall also be presented in the same manner as described in above.

Collier County desires photos of all significant defects observed during remote observation task; however, it is understood that it may not be possible to obtain clear, still photos from the monitor for inspections in large-diameter lines where manual observations are not performed. Original video tapes/discs for the project shall be forwarded to Collier County with final report submittals and shall become the property of Collier County. Additional copies of the video tapes/discs, if required, shall be made by the Contractor on professional duplication equipment.

Two (2) complete copies of the final project reports shall be submitted to Collier County within forty-five (45) days of completion of all field activities and within the stated time of completion for the project. One (1) of the two (2) copies shall contain the original photos as required above.

An overall summary narrative shall be provided in each County report describing the overall conditions found in each associated storm drain line segment grouping. Detailed summary tables shall also be compiled showing those storm drain lines where major and significant defects were located to assist the Project Manager in subsequent project review.

GENERAL SITE CONDITIONS CARE: Due care shall be taken of all existing landscaping. The Contractor may be required to perform necessary site pruning on any existing plant's foliage which will interfere with the equipment or work area to limit total removal and/or replacement of the landscape material. The Contractor shall be responsible for replacement at the Contractor's costs unless otherwise approved by the Project Manager.

EQUIPMENT SUGGESTED:

The Contractor for this project should make four (4) basic methods of internal storm drain pipe observation available.

- Conventional color observation cameras specifically designed for use in storm drain pipe line observation work and mounted on conventional skids.
- Conventional color observation cameras specifically designed for use in storm drain pipe line inspection work mounted on floating skids or rafts.
- Special industrial grade color observation cameras, contained in waterproof housings and carried manually through the storm drain pipe during observation work.
- Special industrial grade color observation cameras, contained in waterproof housing, and mounted on floating skids or rafts.

The Contractor may be required to submit sample video recordings from recently completed projects demonstrating the picture quality obtained with each available inspection system for storm drain pipe diameters ranging from twelve inch (12") to seventy-two inch (72"). The intent is to insure that the best possible picture quality is made available to Collier County. In all cases, the complete video system (cameras, lens, lighting, cables, monitors and recorders) shall be capable of providing a picture quality acceptable to the Project Manager, and if unsatisfactory, the equipment shall be removed and no payment will be made for unsatisfactory product.

As with manual observations, accurate and continuous footage readings shall be superimposed on the video recording for each storm drain line observed by remote methods. Also shown shall be the date of the observation and a three-digit number designation for each manhole or inlet box in the line segment taped.

DAILY LOGS: The Contractor shall complete and submit to the Project Manager on a weekly basis a Daily Log documenting the Contractor's activities at the Project site such as:

- Soil or weather conditions which adversely affect the work;
- Daily job site hours of operation;
- Number of Contractor's and Sub-Contractor's personnel present and working at the project site;
- Equipment on the project site;
- Work description being performed;
- Materials received;
- List of visitors;
- Any problems that might impact either the cost or quality of the work or the time of performance.
- Location of any temporary plugs (inflatable or brick and mortar).

METHOD OF OPERATION FOR VIDEO TAPING: All videotaping observation will be done on clean, dry lines when authorized. The storm drain pipes are to be checked for cleanliness by the Project Manager and the Contractor before the start of videotaping observation procedures.

Dirty lines or structures identified after cleaning by the Contractor determined to be unacceptable by the Project Manager shall be re-cleaned to the satisfaction of the Project Manager, within the time specified at no additional cost to Collier County and re-inspected by the Project Manager and Contractor, before the start of the videotaping observation.

De-watering as required will be done by the Contractor and will be paid in accordance with the contract. Temporary plugs used to block the storm sewer for dewatering purposes must be removed prior to rainfall events at no additional cost to the County. The Contractor will be held accountable for any and all damages due to flooding caused by blocking of the storm drain pipe system if not removed in a timely manner.

The video equipment used for the observation shall be specifically designed and constructed for such task. Lighting for the camera shall be suitable to allow for a clear picture of the entire periphery of the storm drain pipe. The camera shall be operative in one hundred percent (100%) humidity conditions. The cameras, monitors, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Project Manager, and if unsatisfactory, equipment will be removed, with no payment being made for an unsatisfactory product result.

The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the pipe's condition. In no case should the camera be pulled at a speed greater than thirty feet (30') per minute. Manual winches, power winches, TV cable, and powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the pipe conditions shall be used to move the camera through the storm drain. If during the operation the camera will not pass through the entire manhole section or drain pipe segment, the Contractor shall set up the equipment so that the viewing can be performed from the opposite manhole. If the camera fails to pass through the entire manhole section or drain pipe segment a second time, the task shall be considered complete and no additional viewing will be required.

When manually operated winches are being used to pull the camera through the line, telephones or other suitable means of communication shall be set up between the two manholes or inlet boxes of the section being viewed, to insure good communications between members of the crew.

MISCELLANEOUS RESPONSIBILITIES: The Contractor shall make every effort to protect existing facilities. It shall be the Contractor's responsibility to notify in writing the Project Manager of any construction problems or additional project needs. Should additional costs be involved which are not covered within the Contract Unit Costs, a Unit Cost shall be agreed upon, a Modification to the Purchase Order completed by the Contractor and Project Manager prior to performing additional services.

The Contractor shall communicate frequently with the Project Manager and provide a working schedule after the NTP has been issued. The written schedule is required to be kept current with the progress of the work. Should the schedule be changed, it shall be immediately up-dated.

The Contractor shall provide all materials, labor, equipment, mobilization/ demobilization, any other necessary effort, element and/or component(s) needed to complete the work in its entirety per plans and/or as instructed by the Project Manager and at the Unit Pricing submitted.

PLUG INSTALLATION AND REMOVAL: When a plug is required the costs shall include a weekly rental, all materials and labor to install and remove the plug for the various pipe sizes.

PRECONSTRUCTION VIDEO: When work is authorized, it is recommended that the Contractor's provide a preconstruction video tape in DVD format documenting the condition of the Project area prior to commencement of any work. This video tape should capture pre-project conditions of all private property adjacent to the proposed project area and public property in the r/w with the intent to document all existing conditions for use in resolving any post-project private or public property alleged damage claims. The video is to be submitted to the Project Manager prior to construction commencement for the Project file at no additional costs.

PROJECT SCHEDULE AND TIME PERIOD: After issuance of the NTP, the Contractor shall prepare and submit to the Project Manager the Project's schedule. If required, the schedule of the work's progress shall be frequently updated and provided to the Project Manager. Micro Soft Project Format is recommended.

The Project shall commence upon receipt of a NTP letter from the Project Manager and will remain in effect until Final Completion and submission of all the Project closeout documents. Notification of Substantial Completion, Final Completion, and any Claims shall be done in written letter format. Electronic transmission via E-mail is not an acceptable notification form.

Should the Contractor see that additional days will be required a Time Extension Letter will be prepared by the Project Manager or a Modification to the Purchase Order shall be approved.

OBSERVATION RECORDS: Printed records of the locations shall be kept by the Contractor. The records must clearly indicate the culvert size, length of the segment, sump depth within the inlet box, storm drain pipe inverts at each end, and type of storm drain, unusual conditions such as the encroachment of roots, bad or failed storm drain joint connections, broken drain pipe, and other discernible features will be recorded, and a copy of such records will be supplied to the Project Manager.

PROJECT SITE LOCATION: The Contractor will be provided by the Project Manager approved location/segment plans. Both will meet at the site prior to work authorization to review the existing conditions and verify what work is to be accomplished.

REPAIRS OF STORM DRAINS PIPES: Repairs of storm drain pipes will be determined by Collier County Project Manager when such repairs will be made after damage or defects are identified. When repairs are requested the Project Manager will request a Proposal from the Contractor who will have five (5) days to respond, unless an emergency situation arises where a repair maybe authorized by the Project Manager to ensure safety of the public and lessen liability for the County. Once Proposal has been received by the Project Manager he/she will either approve or reject and issue a Notice to Proceed (NTP) if approved and funding is available. Once the NTP has been issued the Contractor shall perform the repairs in the required timeframe.

RESPONSE TIMES: On a twenty-four (24) hour basis, the Contractor may be required to travel to the site immediately to meet with the Project Manager, law enforcement or emergency personnel to resolve an emergency. The Contractor shall respond to a telephone, beeper, or radio call within one (1) hour. There shall be no additional charge for these responses. If Contractor cannot perform these services, it may be cause for termination. **The Contractor must have staffed office ready to respond within one hundred (100) miles of Naples, Florida.**

SANITARY FACILITIES: If the duration of the work is estimated to extend beyond five (5) days, the Contractor shall provide and have serviced portable toilet(s) within the work site area limits as approved by the Project Manager. Each toilet shall be located no further apart within the work area than one-quarter (1/4) mile.

SEDIMENT STORAGE & TESTING: Sediment removed from the storm drain pipe system may be taken to a Collier County specified facility for storage and drying if available; otherwise the contractor assumes responsibility to store and dispose of sediment in accordance with all Federal, State and Local laws, rules and regulations. Sediment sampling and soil testing may be required for FDEP Priority Pollutants if requested by

Collier County to determine whether the sediments can be reused or should be disposed in the appropriate landfill. There shall be no additional costs for this testing.

SITE MAINTENANCE: The work site areas shall be kept clean and neatly maintained during the progression of the work. Any debris on the roadway shall be swept daily or as directed by the Project Manager. The disposal of all debris and project litter must be at a proper landfill or disposal site. All disposal fees, tipping or charges are to be included in the Bid Schedule Unit Price. Upon completion, leftover materials are to be collected, hauled away, and disposed of by the Contractor leaving the work site in a restored order.

SITE PROTECTION: Improved landscape areas containing landscaping, irrigation systems and mailboxes shall be noted and maintained wherever possible. If removed or destroyed during the accomplishment of the work, the Contractor shall replace or restore to the original condition or better as part of Project completion. The cost of these items shall be considered incidental to the Project unless discussed and addressed with the Project Manager prior to Project commencement. The Contractor shall make every effort to preserve stakes/laths, monuments, bench marks, and other control points. A Florida Registered P.S.M. is responsible for the replacement of any and all survey control or boundary corners damaged or destroyed during construction at the Contractor's expense.

STORM DRAIN PIPE SIZES: Indicated in Bid Schedule are expected storm drain pipe sizes and are for the purpose of Bid Unit Price submission. Collier County reserves the right to adjust/utilize such sizing as may be required for the various anticipated sites during this Contract.

UTILITY CONFLICTS: Utility locates may be conducted prior to commencement of work. Soft digging, pot holing and/or any commonly approved method at the Contractor's discretion may be used to locate existing utilities. In the event that utility conflict(s) arise, the Contractor will be principally responsible for coordinating with the pertinent utility company/companies in order to resolve such conflict(s). Any and all costs associated with utility conflict(s) would be incidental and should be included in the pricing provided in the Bid Response Form. The Project Manager may make exceptions pending justifications by the Contractor.

VIDEO TAPE RECORDINGS: Video tape recordings will be selective and therefore not all storm drain pipe segments will be required to be videotaped. When authorized, the purpose of tape recording shall be to supply a visual and audio record of the storm drains problem area segment(s). Videotaped recording playbacks shall be in the same speed that it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. Title to the tape shall become the property of Collier County. The Contractor shall have all video tapes for each storm drain segment accessible for review by the Project Manager.

The cleaned storm drain pipes will be videotaped in DVD format to document and enable evaluation of the existing storm drain conditions. Two (2) copies of the video tape along with written observation reports will be provided to the County. If pipe damage is significant, the pipe cleaning will have to be terminated at the heavily damaged area to avoid causing further damage by additional soil settlement into the storm drain system.

WATER SUPPLY: The Contractor shall supply their own water for cleaning/flushing of the storm drain pipe and or box culvert. It may be necessary to have an account with the Collier County Public Utilities Division for a temporary 2" water meter with an approved and inspected RPZ device as a source for the storm drain pipe cleaning process.

MAINTENANCE OF TRAFFIC (MOT): For all projects that are conducted within a Collier County Right-of-Way, the Contractor shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual On Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation's Design Standards (DS) on state roadways. These projects shall also comply with Collier County's Maintenance of Traffic Policy, #5807, incorporated herein by reference. Copies are available through the Risk Management and/or Purchasing Departments and are available on-line at colliergov.net/purchasing.

The Contractor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract.

All costs associated with the Maintenance of Traffic shall be at unit price, Each, and only allowed one for each project throughout the duration. If MOT is required, MOT certification is to be provided within ten (10) days of receipt of Notice of Award.

MOBILIZATION: All costs associated with Mobilization shall be at unit price, Each, and only allowed one for each project throughout the duration.

PAYMENT: Payment shall be for the Unit Cost linear feet of storm drain pipe cleaned, lined, observed and accepted for the various storm drain pipe sizes. Payment shall be for the Unit Cost for box culverts and/or CDS system(s) will be for Cubic Foot of material removed. Payment shall be for full compensation for the Unit Cost per linear feet for services furnishing:

- Equipment
- Tools
- Labor
- Dewatering
- Cleaning/flushing
- Videotaping
- Photos
- On-site material transport & disposal
- Erosion control
- Clean-up
- Disposal/tipping fee charges
- Water pollution control
- Water meter and water supply shall be included in the Unit Pricing
- And all other incidentals necessary for satisfactory performance of the work including the cost of temporary removal and subsequent replacement of fence, signs, guardrail, grates or manhole covers and removal of inlet lids/grates and the cleaning of the inlet boxes.

Unless otherwise noted, these above services are considered incidental to the contract and shall not be paid separately, but shall be included in the Contract Unit Price per linear feet of storm drain pipe and/or box culverts cleaned, lined, observed and accepted. The Contractor will accept the compensation as provided in this Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Purchase Order also for:

- All loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance;
- All other costs incurred under the provisions of Division I of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 2014 Edition or latest revision thereof.

#15-6363 "Storm Drain Maintenance"

Exhibit B "Price Schedule"

(following this page)

Exhibit B – Price Schedule

Bid Tabulation # 16-6363 Storm Drain Maintenance

Line #	Description	Unit	Qty	Unit Price	Total
Shenandoah General Construction Co.					
TV/Viewing					
1	Storm Drain (Video Camera) Observation 0 - 48" Log/Written Report	Linear Ft	10	\$ 6.00	\$ 60.00
2	Storm Drain (Video Camera) Observation 48" - 72" Log/Written Report	Linear Ft	10	\$ 7.00	\$ 70.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft ³	1	\$ 30.00	\$ 30.00
4	Vacuuming of Continuous Deflection Separation (CDS) Systems Removal of Debris and Bituminous Materials	Per Ft ⁴	1	\$ 20.00	\$ 20.00
Plug Installation & Removal (Includes Minimum Weekly Rental) for:					
5	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference	Week	1	\$ 1.00	\$ 1.00
6	16" to 30" Cross/Side Drain or Equivalent Elliptical Circumference	Week	1	\$ 5.00	\$ 5.00
7	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference	Week	1	\$ 10.00	\$ 10.00
8	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference	Week	1	\$ 15.00	\$ 15.00
9	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference	Week	1	\$ 25.00	\$ 25.00
Pumping					
10	4"hydraulic Pump (with up to 1000' of discharge hose)	Hours	40	\$ 5.00	\$ 200.00
11	8"hydraulic Pump (with up to 1000' of discharge hose)	Hours	40	\$ 10.00	\$ 400.00
12	8"hydraulic Pump (with up to 1000' of discharge hose)	Hours	40	\$ 10.00	\$ 400.00
Cleaning of CMP or Equivalent Elliptical Circumference					
13	Light Cleaning of 18" Pipe	Linear Ft	1	\$ 0.50	\$ 0.50
14	Medium Cleaning of 18" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
15	Heavy Cleaning of 18" Pipe	Linear Ft	1	\$ 2.00	\$ 2.00
16	Specialty Cleaning 18" Pipe	Linear Ft	1	\$ 5.00	\$ 5.00
17	Light Cleaning of 18" Pipe	Linear Ft	1	\$ 0.75	\$ 0.75
18	Medium Cleaning of 18" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
19	Heavy Cleaning of 18" Pipe	Linear Ft	1	\$ 2.00	\$ 2.00
20	Specialty Cleaning 18" Pipe	Linear Ft	1	\$ 5.00	\$ 5.00
21	Light Cleaning of 24" Pipe	Linear Ft	1	\$ 0.75	\$ 0.75
22	Medium Cleaning of 24" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
23	Heavy Cleaning of 24" Pipe	Linear Ft	1	\$ 1.75	\$ 1.75
24	Specialty Cleaning of 24" Pipe	Linear Ft	1	\$ 5.00	\$ 5.00
25	Light Cleaning of 30" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
26	Medium Cleaning of 30" Pipe	Linear Ft	1	\$ 2.50	\$ 2.50
27	Heavy Cleaning of 30" Pipe	Linear Ft	1	\$ 4.50	\$ 4.50
28	Specialty Cleaning of 30" Pipe	Linear Ft	1	\$ 10.00	\$ 10.00
29	Light Cleaning of 36" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
30	Medium Cleaning of 36" Pipe	Linear Ft	1	\$ 3.50	\$ 3.50
31	Heavy Cleaning of 36" Pipe	Linear Ft	1	\$ 5.50	\$ 5.50
32	Specialty Cleaning of 36" Pipe	Linear Ft	1	\$ 15.00	\$ 15.00
33	Light Cleaning of 42" Pipe	Linear Ft	1	\$ 3.50	\$ 3.50
34	Medium Cleaning of 42" Pipe	Linear Ft	1	\$ 5.50	\$ 5.50
35	Heavy Cleaning of 42" Pipe	Linear Ft	1	\$ 7.50	\$ 7.50
36	Specialty Cleaning of 42" Pipe	Linear Ft	1	\$ 15.00	\$ 15.00
37	Light Cleaning of 48" Pipe	Linear Ft	1	\$ 4.50	\$ 4.50
38	Medium Cleaning of 48" Pipe	Linear Ft	1	\$ 7.50	\$ 7.50
39	Heavy Cleaning of 48" Pipe	Linear Ft	1	\$ 9.50	\$ 9.50
40	Specialty Cleaning of 48" Pipe	Linear Ft	1	\$ 20.00	\$ 20.00
41	Light Cleaning of 54" Pipe	Linear Ft	1	\$ 5.50	\$ 5.50
42	Medium Cleaning of 54" Pipe	Linear Ft	1	\$ 8.25	\$ 8.25
43	Heavy Cleaning of 54" Pipe	Linear Ft	1	\$ 11.25	\$ 11.25
44	Specialty Cleaning of 54" Pipe	Linear Ft	1	\$ 20.00	\$ 20.00
45	Light Cleaning of 60" Pipe	Linear Ft	1	\$ 6.50	\$ 6.50
46	Medium Cleaning of 60" Pipe	Linear Ft	1	\$ 8.50	\$ 8.50
47	Heavy Cleaning of 60" Pipe	Linear Ft	1	\$ 12.00	\$ 12.00
48	Specialty Cleaning of 60" Pipe	Linear Ft	1	\$ 25.00	\$ 25.00
49	Light Cleaning of 66" Pipe	Linear Ft	1	\$ 7.50	\$ 7.50
50	Medium Cleaning of 66" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
51	Heavy Cleaning of 66" Pipe	Linear Ft	1	\$ 13.50	\$ 13.50
52	Specialty Cleaning of 66" Pipe	Linear Ft	1	\$ 25.00	\$ 25.00
53	Light Cleaning of 72" Pipe	Linear Ft	1	\$ 8.50	\$ 8.50
54	Medium Cleaning of 72" Pipe	Linear Ft	1	\$ 18.50	\$ 18.50
55	Heavy Cleaning of 72" Pipe	Linear Ft	1	\$ 24.50	\$ 24.50
56	Specialty Cleaning of 72" Pipe	Linear Ft	1	\$ 30.00	\$ 30.00
57	Light Cleaning of 84" Pipe	Linear Ft	1	\$ 9.50	\$ 9.50
58	Medium Cleaning of 84" Pipe	Linear Ft	1	\$ 24.50	\$ 24.50
59	Heavy Cleaning of 84" Pipe	Linear Ft	1	\$ 34.50	\$ 34.50
60	Specialty Cleaning of 84" Pipe	Linear Ft	1	\$ 40.00	\$ 40.00
61	Light Cleaning of 96" Pipe	Linear Ft	1	\$ 12.50	\$ 12.50
62	Medium Cleaning of 96" Pipe	Linear Ft	1	\$ 23.50	\$ 23.50
63	Heavy Cleaning of 96" Pipe	Linear Ft	1	\$ 48.50	\$ 48.50
64	Specialty Cleaning of 96" Pipe	Linear Ft	1	\$ 55.00	\$ 55.00

Line #	Description	Unit	Qty	Unit Price	Total
Cleaning of RCP or Equivalent Elliptical Circumference					
65	Light Cleaning of 15" Pipe	Linear Ft	1	\$ 0.60	\$ 0.60
66	Medium Cleaning of 15" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
67	Heavy Cleaning of 15" Pipe	Linear Ft	1	\$ 2.00	\$ 2.00
68	Specialty Cleaning of 15" Pipe	Linear Ft	1	\$ 5.00	\$ 5.00
69	Light Cleaning of 18" Pipe	Linear Ft	1	\$ 0.75	\$ 0.75
70	Medium Cleaning of 18" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
71	Heavy Cleaning of 18" Pipe	Linear Ft	1	\$ 2.00	\$ 2.00
72	Specialty Cleaning of 18" Pipe	Linear Ft	1	\$ 5.00	\$ 5.00
73	Light Cleaning of 24" Pipe	Linear Ft	1	\$ 0.75	\$ 0.75
74	Medium Cleaning of 24" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
75	Heavy Cleaning of 24" Pipe	Linear Ft	1	\$ 1.75	\$ 1.75
76	Specialty Cleaning of 24" Pipe	Linear Ft	1	\$ 5.00	\$ 5.00
77	Light Cleaning of 30" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
78	Medium Cleaning of 30" Pipe	Linear Ft	1	\$ 2.50	\$ 2.50
79	Heavy Cleaning of 30" Pipe	Linear Ft	1	\$ 4.50	\$ 4.50
80	Specialty Cleaning of 30" Pipe	Linear Ft	1	\$ 10.00	\$ 10.00
81	Light Cleaning of 36" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
82	Medium Cleaning of 36" Pipe	Linear Ft	1	\$ 3.50	\$ 3.50
83	Heavy Cleaning of 36" Pipe	Linear Ft	1	\$ 5.50	\$ 5.50
84	Specialty Cleaning of 36" Pipe	Linear Ft	1	\$ 15.00	\$ 15.00
85	Light Cleaning of 42" Pipe	Linear Ft	1	\$ 3.50	\$ 3.50
86	Medium Cleaning of 42" Pipe	Linear Ft	1	\$ 5.50	\$ 5.50
87	Heavy Cleaning of 42" Pipe	Linear Ft	1	\$ 7.50	\$ 7.50
88	Specialty Cleaning of 42" Pipe	Linear Ft	1	\$ 15.00	\$ 15.00
89	Light Cleaning of 48" Pipe	Linear Ft	1	\$ 4.50	\$ 4.50
90	Medium Cleaning of 48" Pipe	Linear Ft	1	\$ 7.50	\$ 7.50
91	Heavy Cleaning of 48" Pipe	Linear Ft	1	\$ 9.50	\$ 9.50
92	Specialty Cleaning of 48" Pipe	Linear Ft	1	\$ 20.00	\$ 20.00
93	Light Cleaning of 54" Pipe	Linear Ft	1	\$ 5.50	\$ 5.50
94	Medium Cleaning of 54" Pipe	Linear Ft	1	\$ 8.25	\$ 8.25
95	Heavy Cleaning of 54" Pipe	Linear Ft	1	\$ 11.25	\$ 11.25
96	Specialty Cleaning of 54" Pipe	Linear Ft	1	\$ 20.00	\$ 20.00
97	Light Cleaning of 60" Pipe	Linear Ft	1	\$ 6.50	\$ 6.50
98	Medium Cleaning of 60" Pipe	Linear Ft	1	\$ 8.50	\$ 8.50
99	Heavy Cleaning of 60" Pipe	Linear Ft	1	\$ 12.00	\$ 12.00
100	Specialty Cleaning of 60" Pipe	Linear Ft	1	\$ 25.00	\$ 25.00
101	Light Cleaning of 66" Pipe	Linear Ft	1	\$ 7.50	\$ 7.50
102	Medium Cleaning of 66" Pipe	Linear Ft	1	\$ 10.50	\$ 10.50
103	Heavy Cleaning of 66" Pipe	Linear Ft	1	\$ 13.50	\$ 13.50
104	Specialty Cleaning of 66" Pipe	Linear Ft	1	\$ 25.00	\$ 25.00
105	Light Cleaning of 72" Pipe	Linear Ft	1	\$ 8.50	\$ 8.50
106	Medium Cleaning of 72" Pipe	Linear Ft	1	\$ 19.50	\$ 19.50
107	Heavy Cleaning of 72" Pipe	Linear Ft	1	\$ 24.50	\$ 24.50
108	Specialty Cleaning of 72" Pipe	Linear Ft	1	\$ 30.00	\$ 30.00
109	Light Cleaning of 84" Pipe	Linear Ft	1	\$ 9.50	\$ 9.50
110	Medium Cleaning of 84" Pipe	Linear Ft	1	\$ 24.50	\$ 24.50
111	Heavy Cleaning of 84" Pipe	Linear Ft	1	\$ 34.50	\$ 34.50
112	Specialty Cleaning of 84" Pipe	Linear Ft	1	\$ 40.00	\$ 40.00
113	Light Cleaning of 96" Pipe	Linear Ft	1	\$ 12.50	\$ 12.50
114	Medium Cleaning of 96" Pipe	Linear Ft	1	\$ 23.50	\$ 23.50
115	Heavy Cleaning of 96" Pipe	Linear Ft	1	\$ 48.50	\$ 48.50
116	Specialty Cleaning of 96" Pipe	Linear Ft	1	\$ 55.00	\$ 55.00

Line #	Description	Unit	Qty.	Unit Price	Total
Cleaning of HDPE Pipe or Equivalent Elliptical Circumference					
117	Light Cleaning of 15" Pipe	Linear Ft	1	\$ 0.50	\$ 0.50
118	Medium Cleaning of 15" Pipe	Linear Ft	1	\$ 0.75	\$ 0.75
119	Heavy Cleaning of 15" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
120	Specialty Cleaning of 15" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
121	Light Cleaning of 18" Pipe	Linear Ft	1	\$ 0.50	\$ 0.50
122	Medium Cleaning of 18" Pipe	Linear Ft	1	\$ 0.75	\$ 0.75
123	Heavy Cleaning of 18" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
124	Specialty Cleaning of 18" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
125	Light Cleaning of 24" Pipe	Linear Ft	1	\$ 0.50	\$ 0.50
126	Medium Cleaning of 24" Pipe	Linear Ft	1	\$ 0.75	\$ 0.75
127	Heavy Cleaning of 24" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
128	Specialty Cleaning of 24" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
129	Light Cleaning of 30" Pipe	Linear Ft	1	\$ 0.75	\$ 0.75
130	Medium Cleaning of 30" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
131	Heavy Cleaning of 30" Pipe	Linear Ft	1	\$ 1.25	\$ 1.25
132	Specialty Cleaning of 30" Pipe	Linear Ft	1	\$ 1.25	\$ 1.25
133	Light Cleaning of 36" Pipe	Linear Ft	1	\$ 0.75	\$ 0.75
134	Medium Cleaning of 36" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
135	Heavy Cleaning of 36" Pipe	Linear Ft	1	\$ 1.25	\$ 1.25
136	Specialty Cleaning of 36" Pipe	Linear Ft	1	\$ 1.25	\$ 1.25
137	Light Cleaning of 42" Pipe	Linear Ft	1	\$ 0.75	\$ 0.75
138	Medium Cleaning of 42" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
139	Heavy Cleaning of 42" Pipe	Linear Ft	1	\$ 1.25	\$ 1.25
140	Specialty Cleaning of 42" Pipe	Linear Ft	1	\$ 1.25	\$ 1.25
141	Light Cleaning of 48" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
142	Medium Cleaning of 48" Pipe	Linear Ft	1	\$ 1.25	\$ 1.25
143	Heavy Cleaning of 48" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
144	Specialty Cleaning of 48" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
145	Light Cleaning of 54" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
146	Medium Cleaning of 54" Pipe	Linear Ft	1	\$ 1.25	\$ 1.25
147	Heavy Cleaning of 54" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
148	Specialty Cleaning of 54" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
149	Light Cleaning of 60" Pipe	Linear Ft	1	\$ 1.00	\$ 1.00
150	Medium Cleaning of 60" Pipe	Linear Ft	1	\$ 1.25	\$ 1.25
151	Heavy Cleaning of 60" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
152	Specialty Cleaning of 60" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
153	Light Cleaning of 66" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
154	Medium Cleaning of 66" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
155	Heavy Cleaning of 66" Pipe	Linear Ft	1	\$ 1.75	\$ 1.75
156	Specialty Cleaning of 66" Pipe	Linear Ft	1	\$ 1.75	\$ 1.75
157	Light Cleaning of 72" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
158	Medium Cleaning of 72" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
159	Heavy Cleaning of 72" Pipe	Linear Ft	1	\$ 1.75	\$ 1.75
160	Specialty Cleaning of 72" Pipe	Linear Ft	1	\$ 1.75	\$ 1.75
161	Light Cleaning of 84" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
162	Medium Cleaning of 84" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
163	Heavy Cleaning of 84" Pipe	Linear Ft	1	\$ 1.75	\$ 1.75
164	Specialty Cleaning of 84" Pipe	Linear Ft	1	\$ 1.75	\$ 1.75
165	Light Cleaning of 96" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
166	Medium Cleaning of 96" Pipe	Linear Ft	1	\$ 1.50	\$ 1.50
167	Heavy Cleaning of 96" Pipe	Linear Ft	1	\$ 1.75	\$ 1.75
168	Specialty Cleaning of 96" Pipe	Linear Ft	1	\$ 1.75	\$ 1.75
Slip Lining or Equivalent Elliptical Circumference					
169	Slip Lining 15" Pipe	Linear Ft	1	\$ 40.00	\$ 40.00
170	Slip Lining 18" Pipe	Linear Ft	1	\$ 45.00	\$ 45.00
171	Slip Lining 24" Pipe	Linear Ft	1	\$ 55.00	\$ 55.00
172	Slip Lining 30" Pipe	Linear Ft	1	\$ 85.00	\$ 85.00
173	Slip Lining 36" Pipe	Linear Ft	1	\$ 125.00	\$ 125.00
174	Slip Lining 42" Pipe	Linear Ft	1	\$ 145.00	\$ 145.00
175	Slip Lining 48" Pipe	Linear Ft	1	\$ 215.00	\$ 215.00
176	Slip Lining 54" Pipe	Linear Ft	1	\$ 225.00	\$ 225.00
177	Slip Lining 60" Pipe	Linear Ft	1	\$ 250.00	\$ 250.00
178	Slip Lining 66" Pipe	Linear Ft	1	\$ 315.00	\$ 315.00
179	Slip Lining 72" Pipe	Linear Ft	1	\$ 375.00	\$ 375.00
180	Slip Lining 84" Pipe	Linear Ft	1	\$ 415.00	\$ 415.00
181	Slip Lining 96" Pipe	Linear Ft	1	\$ 425.00	\$ 425.00

Line #	Description	Unit	Qty	Unit Price	Total
Cured-in-Place Pipe (CIPP) or Equivalent Elliptical Circumference					
182	CIPP 15" Pipe 15 x 8.7 mm (Burial Depth is 0-6")	Linear Ft	1	\$ 85.00	\$ 85.00
183	CIPP 15" Pipe 15 x 8.2 mm (Burial Depth is 6-12")	Linear Ft	1	\$ 70.00	\$ 70.00
31	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6")	Linear Ft	1	\$ 75.00	\$ 75.00
84	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12")	Linear Ft	1	\$ 80.00	\$ 80.00
185	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6")	Linear Ft	1	\$ 90.00	\$ 90.00
186	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12")	Linear Ft	1	\$ 95.00	\$ 95.00
187	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6")	Linear Ft	1	\$ 110.00	\$ 110.00
188	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12")	Linear Ft	1	\$ 115.00	\$ 115.00
189	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6")	Linear Ft	1	\$ 125.00	\$ 125.00
190	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12")	Linear Ft	1	\$ 140.00	\$ 140.00
191	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6")	Linear Ft	1	\$ 225.00	\$ 225.00
192	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12")	Linear Ft	1	\$ 205.00	\$ 205.00
193	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6")	Linear Ft	1	\$ 240.00	\$ 240.00
194	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12")	Linear Ft	1	\$ 225.00	\$ 225.00
195	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6")	Linear Ft	1	\$ 400.00	\$ 400.00
196	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12")	Linear Ft	1	\$ 385.00	\$ 385.00
197	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6")	Linear Ft	1	\$ 535.00	\$ 535.00
198	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12")	Linear Ft	1	\$ 515.00	\$ 515.00
199	CIPP 66" Pipe x 31.8 mm (Burial Depth is 0-6")	Linear Ft	1	\$ 630.00	\$ 630.00
200	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12")	Linear Ft	1	\$ 620.00	\$ 620.00
201	CIPP 72" Pipe x 30.4 mm	Linear Ft	1	\$ 750.00	\$ 750.00
202	CIPP 84" Pipe x 35.5 mm	Linear Ft	1	\$ 850.00	\$ 850.00
203	CIPP 96" Pipe x 40.6 mm	Linear Ft	1	\$ 950.00	\$ 950.00
Open Cut / Headwall Repairs & Other services					
204	Construction Foreman	Hr	8	\$ 55.00	\$ 440.00
205	Equipment Operator	Hr	8	\$ 120.00	\$ 960.00
206	Laborer	Hr	8	\$ 40.00	\$ 320.00
207	Pipe Layer	Hr	8	\$ 30.00	\$ 240.00
208	Welding (Above & Below Water)	Hr	8	\$ 85.00	\$ 680.00
209	Diving Crew (3 Man Team) Certified	Hr	8	\$ 210.00	\$ 1,680.00
210	Crane 100 Ton & Below	Hr	8	\$ 85.00	\$ 680.00
211	Track or Wheeled Excavator	Hr	8	\$ 20.00	\$ 160.00
212	Long Stick Tracked Excavator (60' or Greater)	Hr	8	\$ 30.00	\$ 240.00
213	Wheel Loader	Hr	8	\$ 10.00	\$ 80.00
214	Backhoe Loader	Hr	8	\$ 10.00	\$ 80.00
215	Bulldozer	Hr	8	\$ 10.00	\$ 80.00
216	Double Drum Compactor	Hr	8	\$ 20.00	\$ 160.00
217	Vibratory Plate Compactor	Hr	8	\$ 10.00	\$ 80.00
218	100 CFM Air Compressor with Hammer	Hr	8	\$ 15.00	\$ 120.00
219	De-Watering	Hr	8	\$ 80.00	\$ 640.00
220	Asphalt Pavement Replacement	Tons	1	\$ 150.00	\$ 150.00
221	Limerock	Tons	1	\$ 50.00	\$ 50.00
222	Grt	Tons	1	\$ 25.00	\$ 25.00
223	Driveway Restoration	SY	1	\$ 50.00	\$ 50.00
224	Milled Ends	SY	1	\$ 150.00	\$ 150.00
225	Pressure Grout Injection	Joints	1	\$ 175.00	\$ 175.00
226	Bahia Sod	Sq Ft	400	\$ 0.45	\$ 180.00
227	Floratan Sod	Sq Ft	400	\$ 0.50	\$ 200.00
228	Rio Rap Rubble 6" - 12"	Tons	1	\$ 50.00	\$ 50.00
229	Rio Rap Bag (80 lb Bags)	Ea	1	\$ 8.00	\$ 8.00
230	Concrete Pillow Blanket slope protection	SY	1	\$ 55.00	\$ 55.00
231	Silt Screen Installation & Removal per 100 ft	Ea	1	\$ 500.00	\$ 500.00
232	Maintenance of Traffic	Ea	1	\$ 250.00	\$ 250.00
233	Mobilization Fee	Ea	1	\$ 300.00	\$ 300.00
234	Material Mark Up %	%		10%	
RESPONSE TIMES: On a twenty-four (24) hour basis, the Contractor may be required to travel to the site immediately to meet with the Project Manager, law enforcement or emergency personnel to resolve an emergency (See page 36 of Solicitation). If awarded					



CERTIFICATE OF LIABILITY INSURANCE

SHENA-2

UP ID: KK

DATE (MM/DD/YYYY)
01/15/2015

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.

NOTANT: 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 Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Michael Gorham		CONTACT NAME: PHONE (A/C, No. Ext): 954-776-2222 FAX (A/C, No): 954-776-4446 E-MAIL ADDRESS:		
INSURED Shenandoah General Construction Co and Shen-Line, LLC Attn: Margaret Lary 1888 NW 22nd Street Pompano Beach, FL 33069		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Amerisure Mutual Ins. Co.		23396
		INSURER B : Amerisure Insurance Company		19488
		INSURER C : Homeland Ins. Co. of New York		34452
		INSURER D : American Guar & Liab Ins Co		26247
		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	ADDITIONAL SUBSCRIBER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY	☒	CPP20953510002	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
E	☐ ANY AUTO		CA20963500001	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	☒ HIRED AUTOS					BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	☒ NON-OWNED AUTOS					\$
D	☒ UMBRELLA LIAB	☒ OCCUR	AUC008607100	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB					AGGREGATE \$ 5,000,000
	☐ CLAIMS-MADE					\$
	DED ☒ RETENTIONS 10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐	WC208071503	01/01/2015	01/01/2016	☒ WC STATUS LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liab		7930005760003	12/31/2014	12/31/2015	Each Occ 1,000,000
	Retention: 2,500					Aggregate 2,000,000
	CLAIMS MADE					

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

Contract #15-6363 - Storm Drain Maintenance

Collier County is additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

COLLICO

Collier County
Board of County Commissioners
3327 Tamiami Trail East
Naples, FL 34112**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: Yes

SUBJECT: (B6d) Hazen Construction - Deductive Order and request for final payment, White Acres Project

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION:

Move to approve Final Deductive Change Order in the amount of \$185,468.43 for the White Acres Utility Improvements project and authorize the Mayor and City Clerk to execute all documents for this purpose, subject to the City Attorney review and approval of the Deductive Change Order.

SUMMARY:

The White Acres Utility Improvements project has been successfully completed on March 1, 2017. All work items have been inspected and accepted, and all of the necessary project close-out documents have been received. This project was completed on time and under budget.

Final quantities were measured and agreed upon between the contractor and City Staff. Final payment has been computed in accordance with the contractual unit pricing and actual work performed. The adjustment in the contract price is primarily due to actual contract quantities installed and work performed versus original contract quantities. The contractor did an outstanding job and maintained daily communications with City Staff and the Engineer of Record; thus, the residents received a quality product in the most cost-efficient manner. This project was primarily grant funded. The City put forth \$50,000.00 for unforeseen conditions in this project that were not utilized resulting in a direct savings of \$50,000.00 to the City. The remaining \$135,468.43 is non- utilized grant money.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Change Order No. 1	Change Order No 1.pdf
2.	Justification Memo	final memo for project close out.pdf

3.	Payment Application	final pay application.pdf
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Julia Wiggins	Created/Initiated - 03/22/2017
Julia Wiggins	Approved - 03/23/2017
Kenny Ho	Approved - 03/23/2017
Rick Wilson	Approved - 03/23/2017
Lynn Stevens	Approved - 03/23/2017
Tracey Riehm	Approved - 03/23/2017
Matthew Jones	Approved - 03/24/2017
Jake Johansson	Approved - 03/24/2017
Robin Fenwick	Final Approval - 03/24/2017

CHANGE ORDER NO. 1
 To the Construction Contract, dated May 17, 2016
Hazen Construction, LLC, Contractor

Project: White Acres Utility Improvements Bid No. B16-07

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>1,338,882.00</u>	Original Contract Times Substantial Completion: <u>240</u> days Final Completion <u>270</u> days From Issuance of NTP (March 3, 2017)
Net changes from previous Change Order: \$ <u>0</u>	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$ <u>1,338,882.00</u>	Contract Completion Date prior to this Change Order: Final Completion: March 3, 2017 date
Net Increase (decrease) of this Change Order No <u>1</u> : \$ (185,468.43)	Changes in contract time requested this Change Order No. <u>1</u> : (Requires Council Approval) <u>0</u> days
Contract Price with all approved Change Orders: \$ <u>1,153,413.57</u>	Contract Times with all approved Change Orders: Final Completion: March 1, 2017 date

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover the work to be performed under the White Acres Utility Improvement Bid B16-07 entered into by and between parties on May 17, 2016.
- II. REQUIRED CHANGES: Deductive change order number 1. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Final quantities and final payment has been computed in accordance with the contractual unit pricing and actual work performed. The deductive change order is primarily due to actual quantities installed and work performed versus original contract estimated quantities.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Construction Contract subject to a limit up to but not to exceed **one million one hundred fifty three thousand four hundred thirteen dollars and fifty seven cents. (\$1,153,413.57)** annually for the term(s) of the contract. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order 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 Change Order 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 Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

ACCEPTED BY:

CONTRACTOR

By: _____

By: _____

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:

City's Representative

RECOMMENDED BY:

Engineer of Record

By: _____

Printed Name

Title: _____

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE
Department Head

By: _____
Lynn Stevens, Public Utilities Director

Date Signed: _____

City Manager

By: _____
M. H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Don Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



City of Port Orange Public Utilities Department

TO: M.H. Johansson, City Manager

FROM: Lynn Stevens, Public Utilities Director

A handwritten signature in purple ink, appearing to read 'Lynn Stevens', is written over the 'FROM:' line.

DATE: March 23, 2017

**SUBJECT: Final Deductive Change Order
Project UET022 – White Acres Utility Improvements**

REQUEST

The Utilities Department requests City Council approve the final deductive change order to Hazen Construction, LLC, New Smyrna Beach for Project UET022 – White Acres Utility Improvements, Bid No. B16-07 in the amount of \$185,468.43.

PURPOSE

The purpose of this request is to finalize the White Acres Utility Improvement project.

CONSIDERATION

The White Acres project consists of utility improvements for a 47-acre subdivision which currently has on-site septage systems and open ditches for stormwater conveyance. The project consisted of several utility components including:

- Conversion of approximately 3,646 feet of an open drainage ditch system to an underground, piping system and 33 new drainage structures.
- Install approximately 2,592 feet of gravity sewer main including 9 manholes to service 51 customers currently on septic tank.
- Replace aged service lines from the potable water main to the meter for 45 customers.
- New concrete driveway aprons were installed for each parcel within the project boundaries.
- Pavement, restoration, and sod.

Bids for the project were opened March 18th 2016. On April 19, council approved the contract to Hazen Construction LLC of New Smyrna Beach in the amount of \$1,288,882 and authorized \$50,000 for unforeseen conditions for a total project cost of \$1,338,882.00.

Funding was provided by the following grant agencies:

- Community Development Block Grant (CDBG) - \$196,490.00
- Florida Department of Environmental Protection (FDEP) - \$750,000.00
- St. Johns River Water Management District (SJRWMD) – 33% of project costs up to \$638,645.70

The project was successfully completed on March 1, 2017, within the contracted completion date at a total cost of \$1,153,413.57. This is \$185,468.43 less than the bid price. All work items have been inspected, accepted, and necessary project close-out documents have been received. Public Utilities staff worked with Public Works staff on the final inspection and acceptance of the project.

Final quantities and final payment has been computed in accordance with the contractual unit pricing and actual work performed. The deductive change order is primarily due to actual quantities installed and work performed versus original contract estimated quantities. The contractor did an outstanding job.

The City budgeted \$50,000.00 for unforeseen conditions in this project that were not utilized resulting in a direct savings. The remaining \$135,468.43 is unused grant money. This money cannot be reallocated to another city project. Any reallocation would require re-application and would extend beyond the time allotment of the grant terms.

Notification letters are being prepared to inform the 51 property owners that sewer service is now available. Once notices are received, the property owners have 12 months to connect to the city sewer system. In January 2016, City Council waived sewer connection fees (\$1,400 each) for residents affected by this project. Property owners will still be responsible for the sewer impact fees.

RECOMMENDATION:

The Public Utilities Department recommends City Council approve the final deductive change order to Hazen Construction, LLC, New Smyrna Beach for Project UET022 – White Acres Utility Improvements, Bid No. B16-07 in the amount of \$185,468.43.

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF TWO

TO (Owner):
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

PROJECT:
While Acres Utility Improvements
Bid No. B16-07

FROM (Contractor):
Hazen Construction, LLC
1599 Tionia Road
New Smyrna Beach, Florida 32168

ENGINEER:
Quentin L. Hampton Associates
PO Box 290247
Port Orange, Florida 32129

APPLICATION NO: 9 (FINAL-INCLUDING RETAINAGE)
PERIOD FROM: 03/01/17
PERIOD TO: 03/31/17

PORT ORANGE
PROJECT NO.: 71291

CONTRACT DATE: 05/17/16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,338,882.00	
2. Net change by Change Orders	\$ (185,468.43)	
3. CONTRACT SUM TO DATE	\$ 1,153,413.57	
4. TOTAL COMPLETED & STORED TO DATE	\$ 1,153,413.57	
5. RETAINAGE:		
a. 0% of Completed Work	\$ -	
b. 0% of Stored Materials	\$ -	
Total Retainage	\$ -	
6. TOTAL EARNED LESS RETAINAGE	\$ 1,153,413.57	
7. LESS PREVIOUS PAYMENTS	\$ 1,077,408.60	
8. CURRENT PAYMENT DUE	\$ 76,004.97	
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ -	
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ (185,468.43)
TOTALS	\$ -	\$ (185,468.43)
NET CHANGES by change orders	\$ (185,468.43)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 3/13/17

State of: Florida
County of: Volusia
Subscribed and sworn to before me this 10th day of March 2017

Notary Public: [Signature]
My Commission expires: October 14, 2017

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

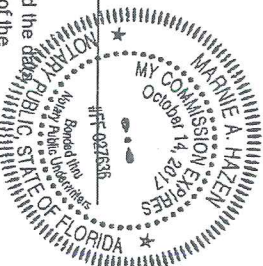
\$ 76,004.97

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: [Signature] Date: 3/22/17

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



ITEM NO.	DESCRIPTION OF WORK	BID QUANTITY	UNITS	UNIT PRICE	BID AMOUNT	PREVIOUSLY INSTALLED QUANTITIES	PREVIOUSLY INSTALLED VALUE	INSTALLED QUANTITIES THIS PERIOD	TOTAL AMOUNT THIS PERIOD	TOTAL QUANTITIES COMPLETED	TOTAL AMOUNT COMPLETED	PERCENT COMPLETE
D	DRAINAGE											
1	Construct Drainage Structures / Incidentals											
	a) Type "D" Inlet	24	ea	3,800.00	\$ 91,200.00	22	\$ 83,600.00		\$ -	22	\$ 83,600.00	92%
	b) Type "E" Inlet	4	ea	4,200.00	\$ 16,800.00	1	\$ 4,200.00		\$ -	1	\$ 4,200.00	25%
	c) Manhole	3	ea	2,800.00	\$ 8,400.00	3	\$ 8,400.00		\$ -	3	\$ 8,400.00	100%
	d) Concrete Flume	1	ea	2,225.00	\$ 2,225.00	3	\$ 6,675.00		\$ -	3	\$ 6,675.00	300%
	e) Concrete Collar	6	ea	2,100.00	\$ 12,600.00	1	\$ 2,100.00		\$ -	1	\$ 2,100.00	17%
	f) U-Type Endwall (15')	3	ea	1,675.00	\$ 5,025.00	3	\$ 5,025.00		\$ -	3	\$ 5,025.00	100%
	g) U-Type Endwall (24')	1	ea	2,225.00	\$ 2,225.00		\$ -		\$ -	0	\$ -	0%
	h) Rip-Rap	100	cy	50.00	\$ 5,000.00		\$ -		\$ -	0	\$ -	0%
2	Construct Drainage Pipe											
	a) 15" RCP	850	lf	39.00	\$ 33,150.00	755	\$ 29,445.00		\$ -	755	\$ 29,445.00	89%
	b) 18" RCP	750	lf	43.00	\$ 32,250.00	753	\$ 32,379.00		\$ -	753	\$ 32,379.00	100%
	c) 24" RCP	700	lf	49.00	\$ 34,300.00	751	\$ 36,799.00		\$ -	751	\$ 36,799.00	107%
	d) 12"x 18" RCP	40	lf	45.00	\$ 1,800.00		\$ -		\$ -	0	\$ -	0%
	e) 14"x 23" RCP	1,650	lf	48.00	\$ 50,400.00	1,147	\$ 55,056.00		\$ -	1,147	\$ 55,056.00	109%
	f) 19"x 30" RCP	235	lf	62.00	\$ 14,570.00	240	\$ 14,880.00		\$ -	240	\$ 14,880.00	102%
E	PAVEMENT AND RESTORATION											
1	Road Base											
	a) 8" Recycled Concrete	7,000	sy	18.00	\$ 126,000.00	7,663	\$ 137,931.84		\$ -	7,663	\$ 137,931.84	109%
	b) 10" Black Base	100	sy	95.00	\$ 9,500.00		\$ -		\$ -	0	\$ -	0%
2	Asphaltic Concrete with tack coat											
	a) 1 1/2" Wearing Surface	8,400	sy	10.00	\$ 64,000.00	6,151	\$ 61,510.00		\$ -	6,151	\$ 61,510.00	98%
3	Concrete Driveways (6" Thick Fiber Reinforced)	1,200	sy	55.00	\$ 66,000.00	1,291	\$ 70,991.80		\$ -	1,291	\$ 70,991.80	108%
4	Furnish & Install Sod											
	a) Bahia	6,000	sy	3.00	\$ 18,000.00	10,270	\$ 30,808.68		\$ -	10,270	\$ 30,808.68	171%
	b) Staked Bahia	500	sy	4.00	\$ 2,000.00		\$ -		\$ -	0	\$ -	0%
	c) St. Augustine	2,000	sy	4.25	\$ 8,500.00		\$ -		\$ -	0	\$ -	0%
	Pavement (where directed by Engineer)	100	sy	30.00	\$ 3,000.00		\$ -		\$ -	0	\$ -	0%
6	8" Spolt Roads (where directed by Engineer)	100	sy	30.00	\$ 3,000.00		\$ -		\$ -	0	\$ -	0%
7	Thermoplastic Striping											
	a) 24" White Stop Bar	80	lf	6.85	\$ 532.00		\$ -	45	\$ 299.25	45	\$ 299.25	56%
	b) 4" Double Yellow	120	lf	5.00	\$ 600.00		\$ -		\$ -	0	\$ -	0%
8	Landscape Allowance	1	ls	10,000.00	\$ 10,000.00		\$ -		\$ -	0	\$ -	0%
F	Miscellaneous											
1	Maintenance of traffic	1	ls	50,000.00	\$ 50,000.00	0.90	\$ 45,000.00	0.10	\$ 5,000.00	1.00	\$ 50,000.00	100%
2	"Record" Drawing Preparation	1	ls	20,000.00	\$ 20,000.00	0.30	\$ 6,000.00	0.70	\$ 14,000.00	1.00	\$ 20,000.00	100%
3	Provide sewer "cut sheets"	1	ls	25,000.00	\$ 25,000.00	1.00	\$ 25,000.00		\$ -	1.00	\$ 25,000.00	100%
4	Utility Relocation Allowance	1	ls	50,000.00	\$ 50,000.00	0.08	\$ 4,000.00		\$ -	0.08	\$ 4,000.00	8%
5	Indemnification	1	ls	1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ -	1.00	\$ 1,000.00	100%
6	Contingency	1	ls	50,000.00	\$ 50,000.00		\$ -		\$ -	0.00	\$ -	0%
G	Field Changes											
1	Field Change #1	1	ls	18,968.00	\$ 18,968.00	1	\$ 18,968.00		\$ -	1.00	\$ 18,968.00	100%
2	Field Change #2	1	ls	2,980.00	\$ 2,980.00	1	\$ 2,980.00		\$ -	1.00	\$ 2,980.00	100%
3	Field Change #3	1	ls	3,025.00	\$ 3,025.00	1	\$ 3,025.00		\$ -	1.00	\$ 3,025.00	100%
4	Final quantity reconciliation	1	ls	(185,235.68)	\$ (185,468.43)		\$ -		\$ -	0.00	\$ -	0%
TOTALS					\$ 1,153,413.57		\$ 1,134,114.32		\$ 19,299.25		\$ 1,153,413.57	

PROJECT NAME: White Acres Utility Improvements
 CONTRACTOR'S NAME: Hazen Construction

PAY REQUEST NO. 9 DATE: 3/13/17
 PERIOD FROM: 03/01/17 TO: 03/31/17

ITEM NO.	DESCRIPTION OF WORK	BID QUANTITY	UNITS	UNIT PRICE	BID AMOUNT	PREVIOUSLY INSTALLED QUANTITIES	PREVIOUSLY INSTALLED VALUE	INSTALLED QUANTITIES THIS PERIOD	TOTAL AMOUNT THIS PERIOD	TOTAL QUANTITIES COMPLETED	TOTAL AMOUNT COMPLETED	PERCENT COMPLETE
A PRELIMINARY ITEMS												
1	Mobilization	1	ls	50,000.00	\$ 50,000.00	1.00	\$ 50,000.00		\$ -	1.00	\$ 50,000.00	100%
2	Pre-Construction Video	1	ls	6,500.00	\$ 6,500.00	1.00	\$ 6,500.00		\$ -	1.00	\$ 6,500.00	100%
3	Hand Locate and Expose Existing Utilities	1	ls	10,000.00	\$ 10,000.00	1.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00	100%
4	Erosion Control / NPDES Permit Requirements	1	ls	17,500.00	\$ 17,500.00	1.00	\$ 17,500.00		\$ -	1.00	\$ 17,500.00	100%
5	Clearing and Grubbing	1	ls	32,850.00	\$ 32,850.00	1.00	\$ 32,850.00		\$ -	1.00	\$ 32,850.00	100%
6	Excavation and Grading	1	ls	75,000.00	\$ 75,000.00	1.00	\$ 75,000.00		\$ -	1.00	\$ 75,000.00	100%
B GRAVITY SEWERS												
1	Manholes - 4' dia. Per City Specs											
	a) 0'-6' cut	1	ea	3,900.00	\$ 3,900.00	1	\$ 3,900.00		\$ -	1	\$ 3,900.00	100%
	b) 6'-8' cut	5	ea	4,800.00	\$ 24,000.00	4	\$ 19,200.00		\$ -	4	\$ 19,200.00	80%
	c) 8'-10' cut	3	ea	6,100.00	\$ 18,300.00	2	\$ 12,200.00		\$ -	2	\$ 12,200.00	67%
	d) 10'-12' cut	3	ea	7,100.00	\$ 21,300.00	2	\$ 14,200.00		\$ -	2	\$ 14,200.00	67%
2	Gravity Sewers (8" SDR-26 PVC)											
	a) 0'-6' cut	300	lf	35.00	\$ 10,500.00	300	\$ 10,500.00		\$ -	300	\$ 10,500.00	100%
	b) 6'-8' cut	1,100	lf	40.00	\$ 44,000.00	806	\$ 36,240.00		\$ -	806	\$ 36,240.00	82%
	c) 8'-10' cut	900	lf	50.00	\$ 45,000.00	1,086	\$ 54,300.00		\$ -	1,086	\$ 54,300.00	121%
	d) 10'-12' cut	300	lf	60.00	\$ 18,000.00	300	\$ 18,000.00		\$ -	300	\$ 18,000.00	100%
3	Drop Connection	6	vf	500.00	\$ 3,000.00	1	\$ 500.00		\$ -	1	\$ 500.00	17%
4	Sewer Service w/ Green Meter Box (SDR-26 PVC)											
	a) 4" (45 shown)	45	ea	625.00	\$ 28,125.00	44	\$ 27,500.00		\$ -	44	\$ 27,500.00	98%
	b) 6" (6 shown)	8	ea	885.00	\$ 7,080.00	7	\$ 6,195.00		\$ -	7	\$ 6,195.00	88%
	c) 4" VCP repair w/4" PVC & Fernco Adapter (0 shown)	2	ea	20.00	\$ 40.00	3	\$ 13,500.00		\$ -	3	\$ 13,500.00	100%
5	Tie-in (to existing manhole)	3	ea	4,500.00	\$ 13,500.00	3	\$ 13,500.00		\$ -	3	\$ 13,500.00	100%
6	TV Sewer											
	a) 8" Main	2,600	lf	4.00	\$ 10,400.00	2,595	\$ 10,380.00		\$ -	2,595	\$ 10,380.00	99.81%
	b) 6" Service (0 shown)	2	ea	150.00	\$ 300.00	5	\$ 750.00		\$ -	5	\$ 750.00	250%
	c) 4" Service	45	ea	150.00	\$ 6,750.00	39	\$ 5,850.00		\$ -	39	\$ 5,850.00	87%
7	Grout Wellpoint Holes/Utilize Sock	1	ls	2,500.00	\$ 2,500.00	30	\$ 4,500.00		\$ -	30	\$ 4,500.00	100%
8	Bulk Concrete	30	cy	150.00	\$ 4,500.00		\$ -		\$ -		\$ -	
9	Unsuitable Material Excavation	100	cy	30.00	\$ 3,000.00		\$ -		\$ -	0	\$ -	0%
	a) Sewer Trench Area	100	cy	30.00	\$ 3,000.00		\$ -		\$ -	0	\$ -	0%
	b) Roadway Width Area	100	cy	20.00	\$ 2,000.00		\$ -		\$ -	0	\$ -	0%
10	Crushed Rock or Shell Trench Subgrade Material	100	cy	40.00	\$ 4,000.00		\$ -		\$ -	0	\$ -	0%
11	Rock Excavation	100	cy	40.00	\$ 4,000.00		\$ -		\$ -	0	\$ -	0%
12	Smoke Testing	1	ls	3,500.00	\$ 3,500.00		\$ -		\$ -	0	\$ -	0%
C POTABLE WATER												
1	PVC or Poly Water Main (Blue) (DR-18) (wall joints restrained)	500	lf	22.00	\$ 11,000.00		\$ -		\$ -	0	\$ -	0%
	a) 6" AWWA C-900	500	lf	16.00	\$ 9,500.00		\$ -		\$ -	0	\$ -	0%
2	DIP Fittings Add or Delete	1	ton	5,260.00	\$ 5,260.00		\$ -		\$ -	0	\$ -	0%
3	Water Services											
	a) Short (Double) 1"	10	ea	600.00	\$ 6,000.00	7	\$ 4,200.00		\$ -	7	\$ 4,200.00	70%
	b) Long (Double) 1"	10	ea	625.00	\$ 6,250.00	3	\$ 1,875.00		\$ -	3	\$ 1,875.00	30%
	c) Short (Single) 1"	15	ea	450.00	\$ 6,750.00	14	\$ 6,300.00		\$ -	14	\$ 6,300.00	93%
	d) Long (Single) 1"	15	ea	500.00	\$ 7,500.00	11	\$ 5,500.00		\$ -	11	\$ 5,500.00	73%



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: Yes

SUBJECT: (B6e) Approval of Change Order No. 1 - Ryanwood Drive Culvert Replacement

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve change order No. 1 to the Ryanwood Drive Culvert Replacement (contract CA5463) with no change in price or time and to authorize the Mayor and the City Clerk to execute all required contract documents.

SUMMARY: Upon excavation to place valves on the water main relating to the Ryanwood Drive Culvert Replacement project, the utility water main was discovered to be an 8 inch diameter pipe rather than a 6 inch diameter pipe as shown on the utility as-built plans. The valves must be an 8 inch valve in order to adequately maintain and control the water supply to the Ryanwood subdivision.

Although the placement of the valves is ancillary to the main project of replacing the existing culvert, the change in the valve size changes the scope of the project. City ordinance requires change orders involving changes in scope be brought before the City Council for approval. **The change order does not involve change in project price or schedule and only changes the valve size.**

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Change Order No. 1	Revised Ryanwood Change Order No 1.pdf
2.	Executed Agreement	Executed Agreement.pdf

Luis Leal	Created/Initiated - 03/14/2017
Alyssa Walker	Approved - 03/16/2017
Mike Silvey	Approved - 03/16/2017
Branford Adumuah	Approved - 03/20/2017
David Battaglia	Approved - 03/20/2017
Tracey Riehm	Approved - 03/20/2017
Jake Johansson	Approved - 03/22/2017
Robin Fenwick	Final Approval - 03/23/2017

CHANGE ORDER NO. 1

To Construction Contract dated February 9, 2017 WITH **CARR & COLLIER INC.**, Contractor

Project: **Ryanwood Drive Culvert Replacement**

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$255,150.00	Original Contract Times Substantial Completion: 112 days Final Completion 224 days
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$255,150.00	Contract Completion Date prior to this Change Order: Final Completion: 224 days from NTP *
Net Increase (decrease) of this Change Order No. 1: \$0.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$255,150.00	Contract Times with all approved Change Orders: Final Completion: 224 days from NTP *

* Notice to Proceed ("NTP") issued 2/27/17

CHANGES ORDERED:

- I. **GENERAL:** This change order is necessary to cover changes in the scope of work to be performed under the Ryanwood Drive Culvert replacement contract (CA5463) entered into by and between the parties on February 9, 2007.

The City of Port Orange is in the process of replacing the culvert and entrance to the Ryanwood subdivision of which the work has been contracted to **Carr & Collier, Inc.** under contract CA5463, inspected by **DMC** and administered by **Quentin L. Hampton Associates.**

Upon excavation to place valves on the water main relating to the Ryanwood Drive Culvert Replacement project, the utility water main was discovered to be an 8-inch diameter pipe rather than a 6-inch diameter pipe as shown on the utility as-built plans. The valves must be an 8-inch valve in order to adequately maintain and control the water supply to the Ryanwood subdivision.

- II. **REQUIRED CHANGES:**

All work described previously and as instructed by engineering consultant and in the location specified by said consultant. No good shall be delivered nor services commenced hereunder until this Change order has been fully approved, or in the advent that a delay in time would adversely affect the project in time and budget would merit the work to begin prior to approval.

- III. **JUSTIFICATION:**

Changes in scope require Council approval. Is this a scope change? Yes.

The field conditions require this change.

- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Contract subject to a limit up to but not to exceed \$225,150.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

There will be no additional charges or modifications in time for remediation work as described above.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

By: 
Printed Name: Luis M. Leal, PE
Title: Engineering Manager

Date Signed: March 16, 2017

ACCEPTED BY:

Contractor: **CARR & COLLIER INC.,**

By: 
Printed Name: Josh Sarlo
Title: Project Manager

Date Signed: 3/20/17

Intentionally left blank

RECOMMENDED BY:

City's Representative

By: [Signature]
Printed Name: Kenny Ho, PE
Title: Engineering Manager

Date Signed: MARCH 16, 2017

RECOMMENDED BY:

Engineer of Record

By: [Signature]
Printed Name: Andrew Giannini
Title: Project Manager

Date Signed: march 20, 2017

APPROVED BY:

CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By: Branford N. Adumuah
Printed Name: Branford N. Adumuah
Title: Public Works Director

Date Signed: 3/20/17

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

By: _____
Printed Name: Michael J. Johansson
Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Donald O. Burnett
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

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

THIS AGREEMENT is by and between _____ (“Owner”) and
**Carr & Collier, Inc.
1410 Emerson Street
Leesburg, Florida 34736
a Florida corporation** _____ (“Contractor”).

The Effective Date of this Agreement shall be the date issued on the Notice to Proceed (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Replacement of the two (2) existing and failed corrugated metal pipe (CMP) culverts with two (2) 8 ft. x 5 ft. precast concrete box culverts.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: City of Port Orange Item to Bid No. 16-30 Ryanwood Culvert Replacement.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Andrew M. Giannini, P.E. (“Engineer”) of Quentin L. Hampton Associates, Inc., which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Engineer shall also serve as Owner’s agent for purposes of approving Contractor’s payment requests. Luis M. Leal, P.E. shall be the representative of the City of Port Orange for Quentin L. Hampton.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.

- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be substantially completed within 112 days after the Effective Date of the Agreement.
- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within 224 days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 3 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$1,000.00 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 Owner 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.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of: N/A

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	1	LS	\$19,000.00	\$19,000.00
2	Pre-Construction Video	1	LS	\$1,250.00	\$1,250.00
3	Temporary Access Improvement and Maintenance of Traffic	1	LS	\$3,200.00	\$3,200.00
4	Erosion Control / Turbidity Control	1	LS	\$950.00	\$950.00
5	Hand Locate / Expose Existing Utilities including Sketches	1	LS	\$820.00	\$820.00
6	Cleaning and Grubbing	1	LS	\$4,500.00	\$4,500.00
7	Excavation, Grading, and Embankment	1	LS	\$4,730.00	\$4,730.00
8	Bypass Pumping/Dewatering	1	LS	\$8,200.00	\$8,200.00
9	Demolition	1	LS	\$2,500.00	\$2,500.00
10	Construct Concrete Box Culvert, Double 8'x5'x43' long complete with Headwalls, Railing, Riprap Bank Protection	1	LS	\$155,100.00	\$155,100.00
11	Water Main Adjustment				
11A	a) 6" PVC C900 Pipe with all joints restrained	45	LF	\$92.00	\$4,140.00
11B	b) 6" Insertion Valve	2	EA	\$7,700.00	\$15,400.00
12	Reconstruct Asphalt Road				
12A	a) Base, 12" thk, Limerock or Recycled Concrete	130	SY	\$45.00	\$5,850.00
12B	Asphaltic Concrete, 2.5" thick, Type SP-9.5	110	SY	50.00	\$5,500.00
13	Remove & Replace Concrete Curb	80	LF	\$30.00	\$2,400.00
14	Concrete Sidewalk Replacement				
14A	a) 4" thick	50	SY	\$44.00	\$2,200.00

15	Furnish and Install Sod	150	SY	\$3.00	\$450.00
16	Unsuitable Material Excavation/Replacement	50	CY	\$36.00	\$1,800.00
17	Bulk Concrete	50	CY	\$260.00	\$13,000.00
18	Record Drawing Preparation	1	LS	\$1,950.00	\$1,950.00
19	Indemnification	1	LS	\$1,000.00	\$1,000.00
20	Permit Fee Allowance	1	LS	\$1,210.00	\$1,210.00
Total of all Bid Prices (Unit Price Work)					\$255,150.00

The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Progress Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 *Final Payment*

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data

are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

- 1. This Agreement (pages 1 to 11, inclusive).
- 2. Combination Payment and Performance Bond (pages 1 to 3, inclusive).
- 3. Other bonds (N/A).
- 4. General Conditions (pages 1 to 69, inclusive). **In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.**
- 5. Supplementary Conditions (pages 1 to 5, inclusive). **In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.**
- 6. Specifications and Drawings consisting of 12 pages, as listed on the sheet index.

INDEX	
1	Cover Sheet – Vicinity Map
2	Project Notes
3	Project Overall Area
4	Existing Plan

5	Existing Sections
6	Proposed Site Plan
7	Proposed Culvert Sections
8	Proposed Culvert Details
9	Structural Notes
10	Demolition Plan / Erosion Control Plan
11	Construction Details and Notes
12	Maintenance of Traffic Details

7. Addenda No. 1 (numbers 1 to 97, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor's Bid and Schedule of Unit Prices (page 1, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (N/A).
 - c. Exhibit No. 2 Contractor's Proposal.
 - Affidavit Regarding Worker's Compensation
 - Certificate of Insurance for Worker's Compensation
 - d. Composite Exhibit No. 3 City's Bid Request No. 16-30 (not attached, on file with City Clerk's Office) (pages 1 to 329, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

NOTE TO USER

If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

- A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

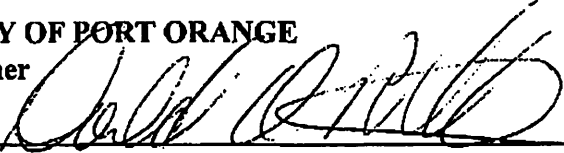
10.07 *No Intended Third Party Beneficiaries*

- A. There are no intended third party beneficiaries to the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

CITY OF PORT ORANGE

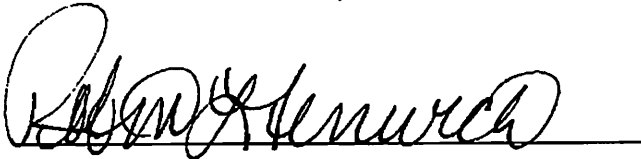
Owner



By: Donald O. Burnette

Title: Mayor

Date: Feb 9, 2017



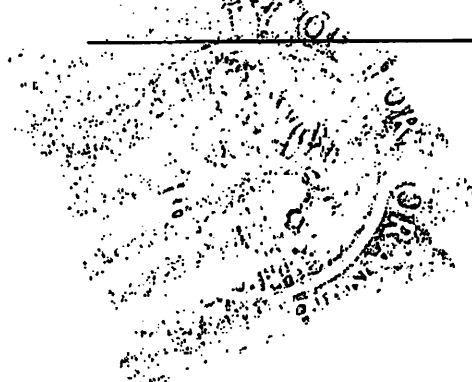
Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129



Carr & Collier, Inc.
Contractor

By: Joseph E. Rayl

Title: President

Date: 2-8-17

(If Contractor is a corporation, partnership or joint venture, attach evidence of authority to sign.)

Attest: Karen Rayl

Title: Secretary

Address for giving notices:

1410 Emerson Street

Leesburg, Florida 34736

PH: (321) 363-6598 E-Mail: vcincpm@gmail.com

License No.: CGC037504



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: Yes

SUBJECT: (B7) Interlocal Agreement regarding Vargal Conservation Area for Police Shooting Range Training Facility, Article 3

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve interlocal agreement and authorize the city manager to approve revisions to the design necessary to accomplish the purposes recognized in the interlocal agreement.

SUMMARY: Approve Article 3 modification so that we can move to County Council meeting agenda for final approval. See marked up attachment for Article 3.

The City Attorney has reviewed the proposed language and legally supports city council's consideration and approval.

The County of Volusia staff recommends approval.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Article 3 Markup	Article 3 revision.docx
2.	Current Vargal Interlocal	Amend1 ILA re Vargal Fully Executed.pdf

Aaron McIlrath
William Proctor
Thomas Grimaldi
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 02/10/2017
Approved - 02/10/2017
Approved - 02/13/2017
Approved - 03/23/2017
Approved - 03/23/2017
Final Approval - 03/23/2017

Article 3, "Construction," Subsection 3.b is hereby added to read:

b) Police Gun Range. The City agrees to orientate the Police Gun Range on Parcel "B" so that all shooting shall be directed in a north/northwest direction, away from Pioneer Trail and the Skeet Range located on Parcel "A." The intent of this provision is to protect the general public and police personnel by designing the Police Gun Range and the Skeet Range in a manner that ensures the discharge of firearms away from patrons of either range. The Police Gun Range shall incorporate the design attached hereto as Exhibit ?, subject to adjustments as approved by the County Manager's Office and the City Manager's Office. ~~a continuous twenty-five (25') foot sodded berm, the height of which shall be measured from grade, on the eastern, northern and western sides of the Police Gun Range to protect against any stray or misfired round traveling off-site. A ten (10') foot high concrete wall shall be constructed between the short and long range firing stations of the Police Gun Range to provide further public protection.~~

Original Language

3. Article 3, "Construction," Subsection 3.b is hereby added to read:

b) Police Gun Range. The City agrees to orientate the Police Gun Range on Parcel "B" so that all shooting shall be directed in a north/northwest direction, away from Pioneer Trail and the Skeet Range located on Parcel "A." The intent of this provision is to protect the general public and police personnel by designing the Police Gun Range and the Skeet Range in a manner that ensures the discharge of firearms away from patrons of either range. The Police Gun Range shall incorporate a continuous twenty-five (25') foot sodded berm, the height of which shall be measured from grade, on the eastern, northern and western sides of the Police Gun Range to protect against any stray or misfired round traveling off-site. A ten (10') foot high concrete wall shall be constructed between the short and long range firing stations of the Police Gun Range to provide further public protection.

Document prepared by and return
recorded copy to:

Michael A. Rodriguez, Assistant County Attorney
Legal Department
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

FIRST AMENDMENT

TO

**INTERLOCAL AGREEMENT REGARDING
VARGAL CONSERVATION AREA**

THIS FIRST AMENDMENT to the Interlocal Agreement ("First Amendment") is entered into by and between CITY OF PORT ORANGE, a municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City"), and COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose address is 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter referred to as "County"), collectively referred to herein as the "Parties").

WHEREAS, this amendment to agreement is entered into pursuant to Section 163.01, Florida Statutes, as amended, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, City and County entered into that agreement dated July 20, 2006 ("Agreement"), wherein the Parties, as co-owners of approximately four hundred and ten (410) acres of land in Volusia County ("Property"), desired to use a portion of said Property for a police gun range and a skeet and trap range; and

WHEREAS, the Agreement identified two parcels within the Property, one for use by City for a police gun range ("Police Gun Range") and another for a skeet and trap range operated by a third party as a third party lessee through a lease agreement with County ("Skeet Range"); and

WHEREAS, the Agreement identified a portion of the Property used for the Skeet Range as Parcel "A" and a portion of the Property used for the Police Gun Range as Parcel "B"; and

WHEREAS, City has commenced its design of the Police Gun Range and has determined that for the safety of all persons accessing the Property, the relocation of the Police Gun Range is necessary, thereby necessitating the designation of a different portion of the Property as "Parcel B" and amending the Agreement; and

WHEREAS, sub-paragraph 1.b of the Agreement provides that the City and County are granted the option to extend the term of the Agreement for ten (10) additional periods of ten (10) years each upon the same terms and conditions as contained therein; and

WHEREAS, it is the Parties' desire to extend the term of the Agreement for an additional ten (10) years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, City and County do hereby agree to amend and extend the Agreement as follows:

(Words in ~~strike-through~~ type are deletions; words in double underscore type are additions)

1. The foregoing recitals are true and correct and incorporated as if fully set forth herein.
2. Article 1, "Term of Agreement," the termination date of the Agreement is extended by ten (10) years so that Subsection 1.a of the Agreement is hereby amended to read as follows:
 - a) Commencement Date: The term of this Agreement shall be for ten (10) years. This Agreement shall commence on the 20th day of July, 2006, and end on ~~July 31, 2016~~ July 31, 2026.
3. Article 3, "Construction," Subsection 3.b is hereby added to read:
 - b) Police Gun Range. The City agrees to orientate the Police Gun Range on Parcel "B" so that all shooting shall be directed in a north/northwest direction, away from Pioneer Trail and the Skeet Range located on Parcel "A." The intent of this provision is to protect the general public and police personnel by designing the Police Gun Range and the Skeet Range in a manner that ensures the discharge of firearms away from patrons of either range. The Police Gun Range shall incorporate a continuous twenty-five (25') foot sodded berm, the height of which shall be measured from grade, on the eastern, northern and western sides of the Police Gun Range to protect against any stray or misfired round traveling off-site. A ten (10') foot high concrete wall shall be constructed between the short and long range firing stations of the Police Gun Range to provide further public protection.

4. Exhibit "A" of the Agreement, "Legal Descriptions," is hereby deleted and replaced with Exhibit "A-1," attached hereto and incorporated herein. All references in the Agreement to Exhibit "A" shall be deemed to refer to Exhibit "A-1."
5. Except as provided herein this First Amendment to Agreement, the terms and conditions set forth in the Agreement shall remain in force and effect.
6. This First Amendment shall be deemed effective upon execution by the Parties.
7. This First Amendment may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on this 21st day of July, 2016.

WITNESSES:

Frances Gosnell
Signature

Frances Gosnell
Print Name

Cynthia K. Rivera
Signature

Cynthia K. Rivera
Print Name

CITY:

CITY OF PORT ORANGE

By: [Signature]
Allen Green, Mayor

Attest: [Signature]
Robin Fenwick, City Clerk

ATTEST:

By: [Signature]
James T. Dinneen, County Manager

COUNTY:
COUNTY OF VOLUSIA

By: [Signature]
Jason P. Davis, County Chair

EXHIBIT A-1

LEGAL DESCRIPTIONS

Parcel A – Skeet Range

That portion of the West ½ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Beginning at a point on the North line of said Section 10, said point being on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida; thence run South 01°17'44" East along the Westerly right of line of said Florida Power and Light Company Easement, a distance of 3044.08 feet more or less to a point in the centerline of Old Pioneer Trail, a prescriptive right of way; thence run South 33°04'30" West along the centerline of said Old Pioneer Trail, a distance of 449.39 feet more or less to a point in the centerline of an unnamed dirt road; thence traversing the centerline of said unnamed dirt road for the following courses and distances: run South 86°42'57" West, a distance of 208.94 feet; thence run North 82°03'03" West, a distance of 227.63 feet; thence run North 60°26'51" West, a distance of 196.85 feet; thence run North 52°46'26" West, a distance of 213.91 feet; thence run North 26°57'30" West, a distance of 539.59 feet; thence run North 19°51'39" West, a distance of 518.84 feet; thence run North 21°20'57" West, a distance of 360.14 feet; thence run North 19°14'27" West, a distance of 231.14 feet; thence run North 13°06'30" West, a distance of 276.95 feet; thence run North 30°56'27" West, a distance of 282.76 feet; thence run North 32°00'05" West, a distance of 347.95 feet; thence run North 33°23'08" West, a distance of 496.21 feet; thence run North 24°46'11" West, a distance of 403.94 feet to a point on the North line of said Section 10, Township 17 South, Range 32 East; thence run North 88°30'35" East along said North line of said Section 10, a distance of 2415.89 feet, more or less, to a point on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida and the Point of Beginning.

Parcel B – Police Gun Range

A portion of the East ½ of the Northeast ¼ of Section 9, Township 17 South, Range 32 East and a portion of the Northwest ¼ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 10, thence along the North line of said Section 10 North 89°08'22" East, 114.10 feet to the approximate centerline of a dirt road; thence along said centerline the following courses: South 24°33'02" East, a distance of 403.94 feet; thence South 33°09'59" East, a distance of 496.21 feet; thence South 31°46'56" East, a distance of 347.95 feet; thence South 30°43'20" East, a distance of 282.76 feet; thence South 12°53'21" East, a distance of 276.95 feet; thence South 19°01'14" East, a distance of 231.14 feet; thence South 21°07'52" East, a distance of ~~222.48~~298.85 feet; thence depart said centerline North 89°47'39" West, a distance of ~~4549.25~~1541.55 feet; thence North 04°12'23" West, a distance of ~~346.28~~417.63 feet; thence North 26°28'24" West, a distance of 379.35 feet; thence North 03°52'27" West, a distance of 388.74 feet; thence North 24°21'24" West, a distance of ~~379.35~~ feet; thence ~~388.74~~ feet; thence North 24°21'24" West, a distance of 268.89 feet; thence North 09°21'27" West, a distance of 693.73 feet to the North line, the Northeast ¼ of said Section 9; thence along said North line North 89°27'09" East, a distance of 865.72 feet to the Point of Beginning.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: Yes

SUBJECT: (B8) License Agreement – 4029 North Waterbridge Circle

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for Lot 15, Countryside PUD, Unit XII – A Subdivision, subject to revisions as requested by City Council, if any, and execution of the License Agreement.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the North Waterbridge Circle right-of-way frontage of Lot 15, Countryside PUD, Unit XII – A Subdivision. Joseph H. Linge, the property owner, has made this application in connection with a proposal to reconstruct and widen the existing right-of-way driveway apron and the included portion of sidewalk with decorative pavers. A building permit application has been submitted for the proposal.

The License Agreement has the effect of requiring the property owner to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner. City liability concerns are addressed by an indemnity statement in the License Agreement document.

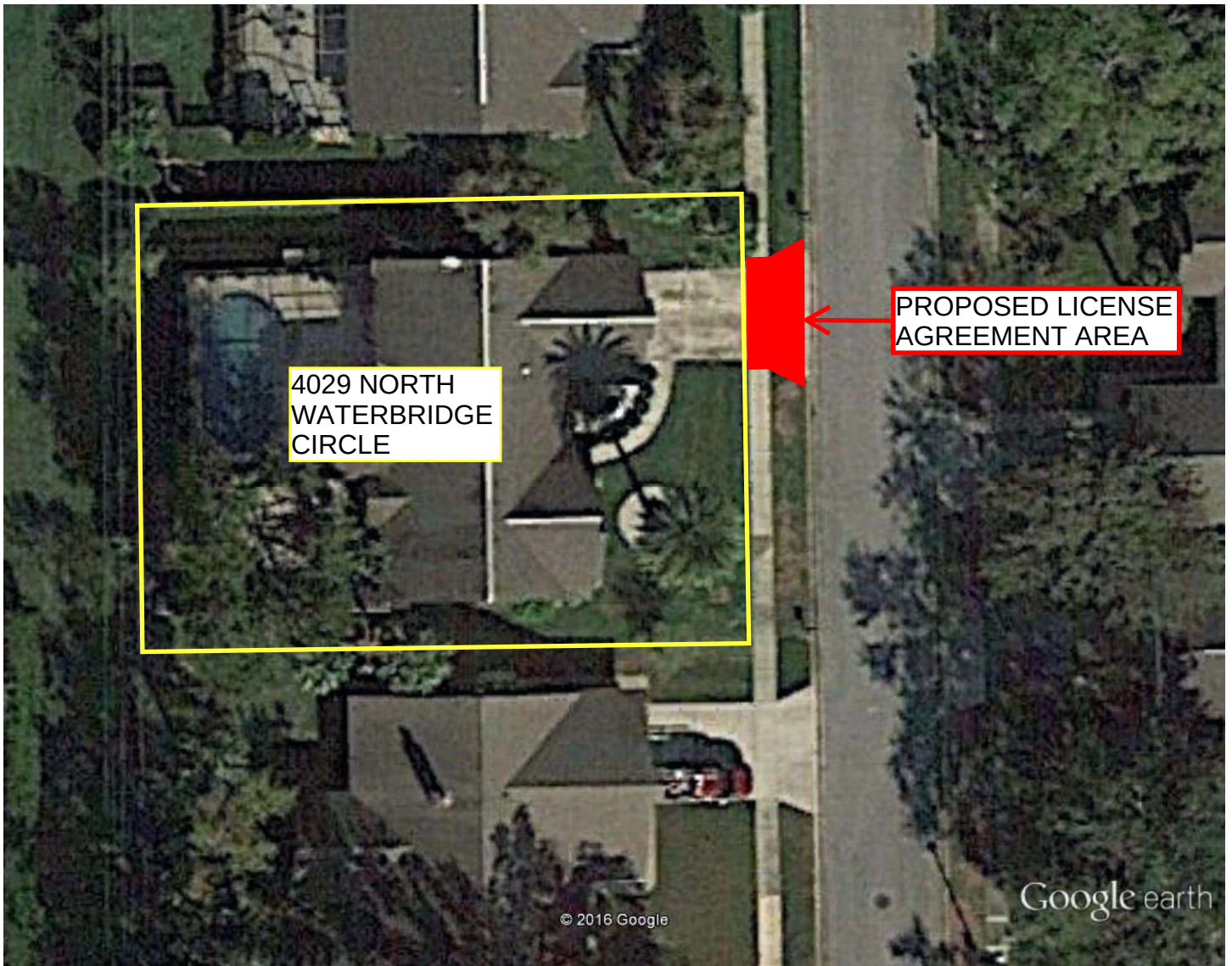
The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no technical concerns.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	aerial	waterbridge aerial.pdf
2.	location map	waterbridge location.pdf
3.	drawing	waterbridge drawing.pdf
4.	legal description	waterbridge legal.pdf
5.	specs and photo	waterbridge specs and photo.pdf

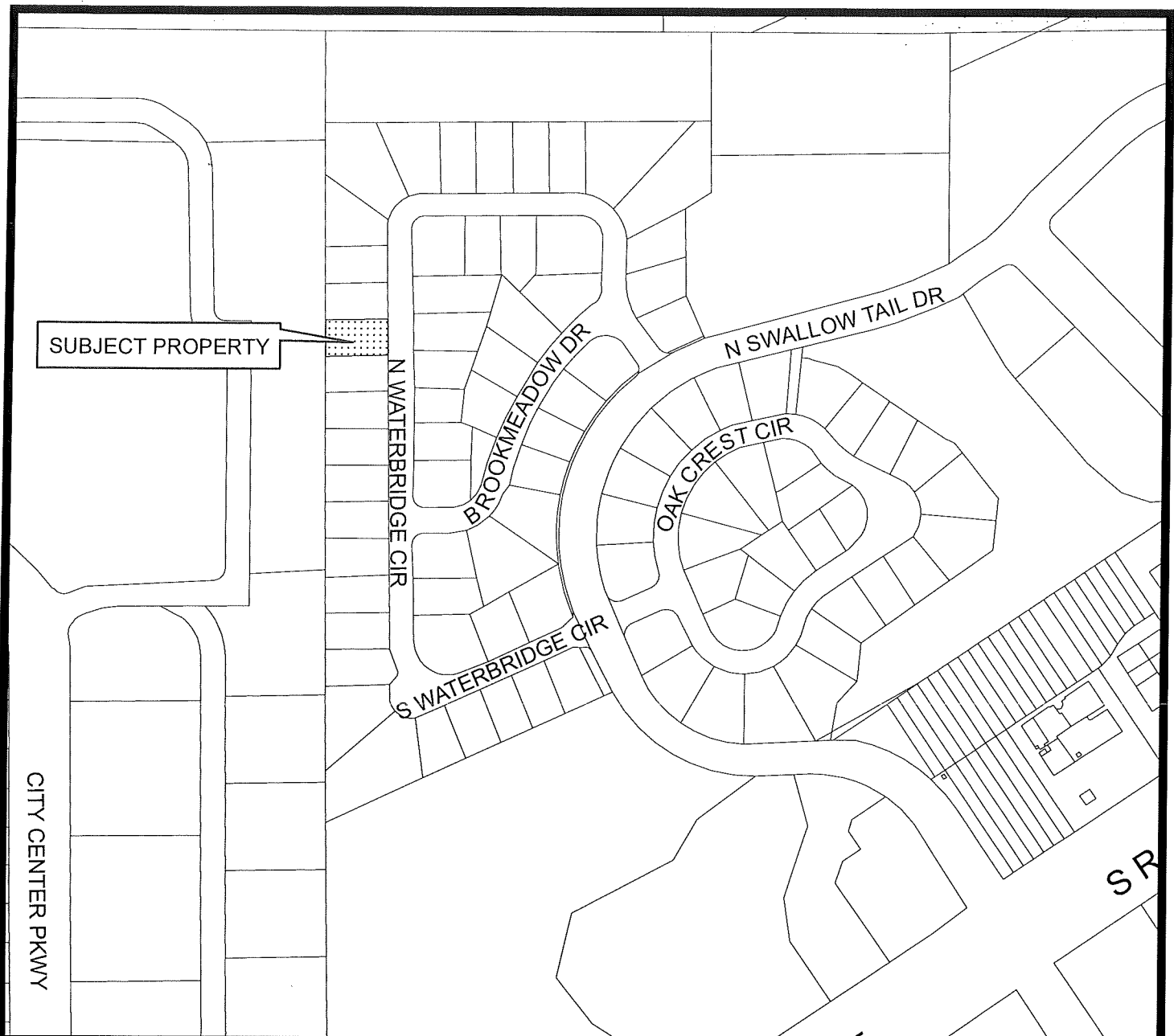
Chip Glor	Created/Initiated - 03/13/2017
Wayne Clark	Approved - 03/13/2017
Margaret Roberts	Approved - 03/23/2017
Jake Johansson	Approved - 03/23/2017
Robin Fenwick	Final Approval - 03/23/2017



Google earth

feet
meters





Case No.: 17-97500004

Applicant: Joseph H. Linge, property owner

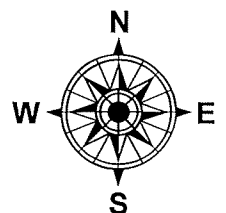
Location: Lot 15, Countryside PUD, Unit XII - A
Subdivision; 4029 North Waterbridge
Circle

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron and the included portion of sidewalk in the North Waterbridge Circle right-of-way



Location Map
CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

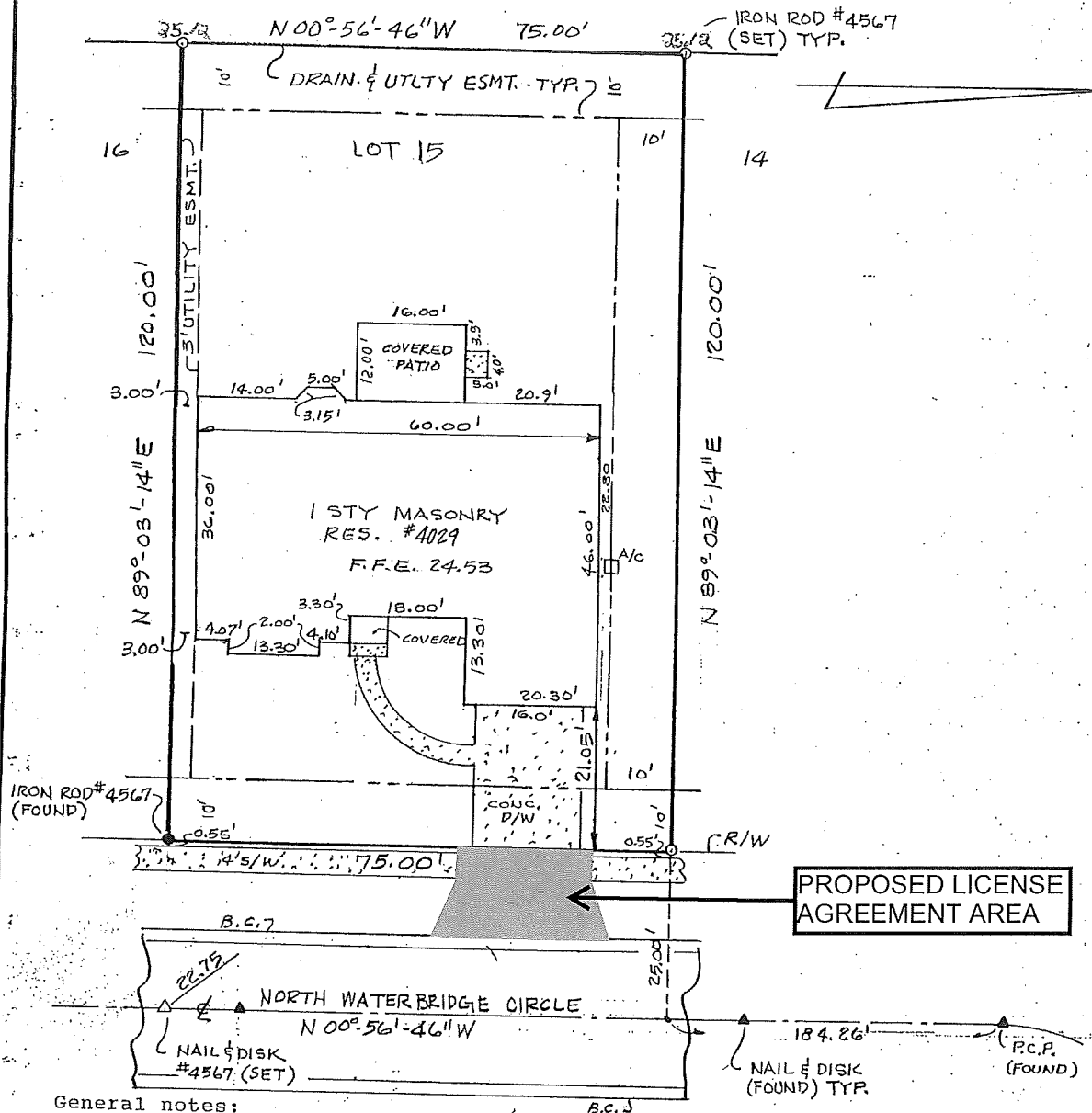


SPRUCE CREEK LAND SURVEYORS

3869 S. NOVA ROAD PORT ORANGE, FLA. 32127

A Boundary Survey of: Lot 15, Countryside P U D, Phase XII A, as per map in Map Book 41, Page 170, Public Records of Volusia County, Florida.

EXHIBIT "A"



General notes:

1. Bearings refer to record plat.
2. This survey is based on existing field monumentation.
3. This survey was done without the benefit of an abstract. There may be additional easements and/or other restrictions that may affect this property that may be found in the public records of this county.
4. Flood Zone C, Community Panel # 120313 0005 B, Dated 9/5/84.

AMENDED 5-25-90 FOR FINAL SURVEY
AMENDED 4-17-90 FOR CONC. SLAB & F.F.E. (F.B. 49-78)
AMENDED 4-2-90 FOR BEARING CHANGES

MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472-027 FLORIDA STATUTES.

Scott V. Miller
KENNETH E. BLIZZARD P.L.S. # 3865
SCOTT V. MILLER P.L.S. # 4370
CORP. NO. L.B. # 4567

"VALID ONLY WITH EMBOSSED SEAL"

FOR: Intervest Construction Inc.

CERT. TO: Donald E. and Peggy A. Jump
Barnett Bank of Volusia County
Commonwealth Land Title Insurance Company

DATE 3-8-90	JOB NO. 3-90-31	SCALE 1"=20'	FIELD BOOK 49-16	CHECKED BY K
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EXHIBIT "B"

LEGAL DESCRIPTION

Lot 15, Countryside PUD, Unit XII - A Subdivision, as recorded in Map Book 41, Page 170, Public Records of Volusia County, Florida.



Application for Driveway Pavers

Homeowner Name: Joseph Linge

Paver Manufacturer: Tremron

Paver Style: Mega Old Town

Paver Color: Sand Dune

Paver Pattern: Random

Paver Border: Random Sand Dune Mega Old Town

Paver Min. Compaction Strength: 7200 PSI

Paver Bedding and Joint Filler: Crushed Concrete Base DOT White Sand

Paver Base Material, Thickness, & Compaction Requirement: Same Material as above, 4" to 6", compacted to 97%

Paver Subgrade Compaction Requirement: 97%



Mega Olde Towne Pavers

Mega Olde Towne Pavers are an excellent choice for driveways, patios, pool decks, walkways and pathways.

- ✓ Dimensions: 6"x6", 6"x8", 6"x12"
- ✓ Sold in Full Cycles Only
- ✓ Standard Finish Available on 1", 2" & 3" Pavers

6x9, 9x9, 9x12



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: Yes

SUBJECT: (B9) License Agreement – 1136 Harbour Point Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for 1136 Harbour Point Drive, subject to revisions as requested by City Council, if any, and execution of the License Agreement.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Harbour Point Drive right-of-way frontage of 1136 Harbour Point Drive. Thomas David Sauceman, the property owner, has made this application in connection with a proposal to reconstruct and widen the existing right-of-way driveway apron with decorative pavers. The property is one half of a duplex driveway. The adjacent property owners have applied for a license agreement with the same pavers for a uniform appearance. A public sidewalk does not exist at this location. A building permit application has been submitted for the proposal.

The License Agreement has the effect of requiring the property owner to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner. City liability concerns are addressed by an indemnity statement in the License Agreement document.

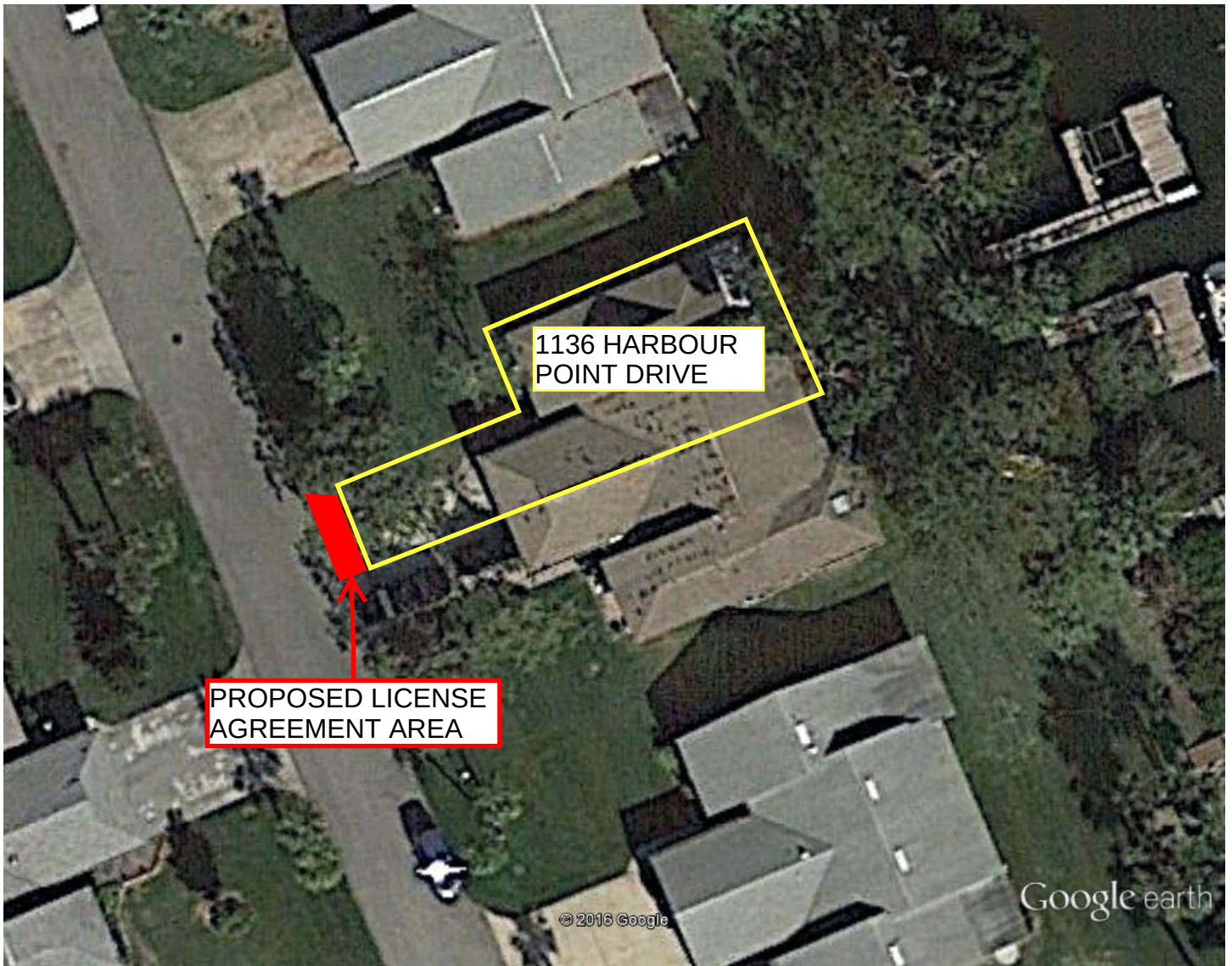
The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no technical concerns.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	harborpoint aerial3	harborpoint aerial3.pdf
2.	harborpoint location3	harborpoint location3.pdf
3.	harborpoint drawing3	harborpoint drawing3.pdf
4.	harborpoint legal3	harborpoint legal3.pdf
5.	harborpoint sepcs and photo3	harborpoint specs and photo3.pdf
6.	harborpoint insurance3	harborpoint insurance3.pdf

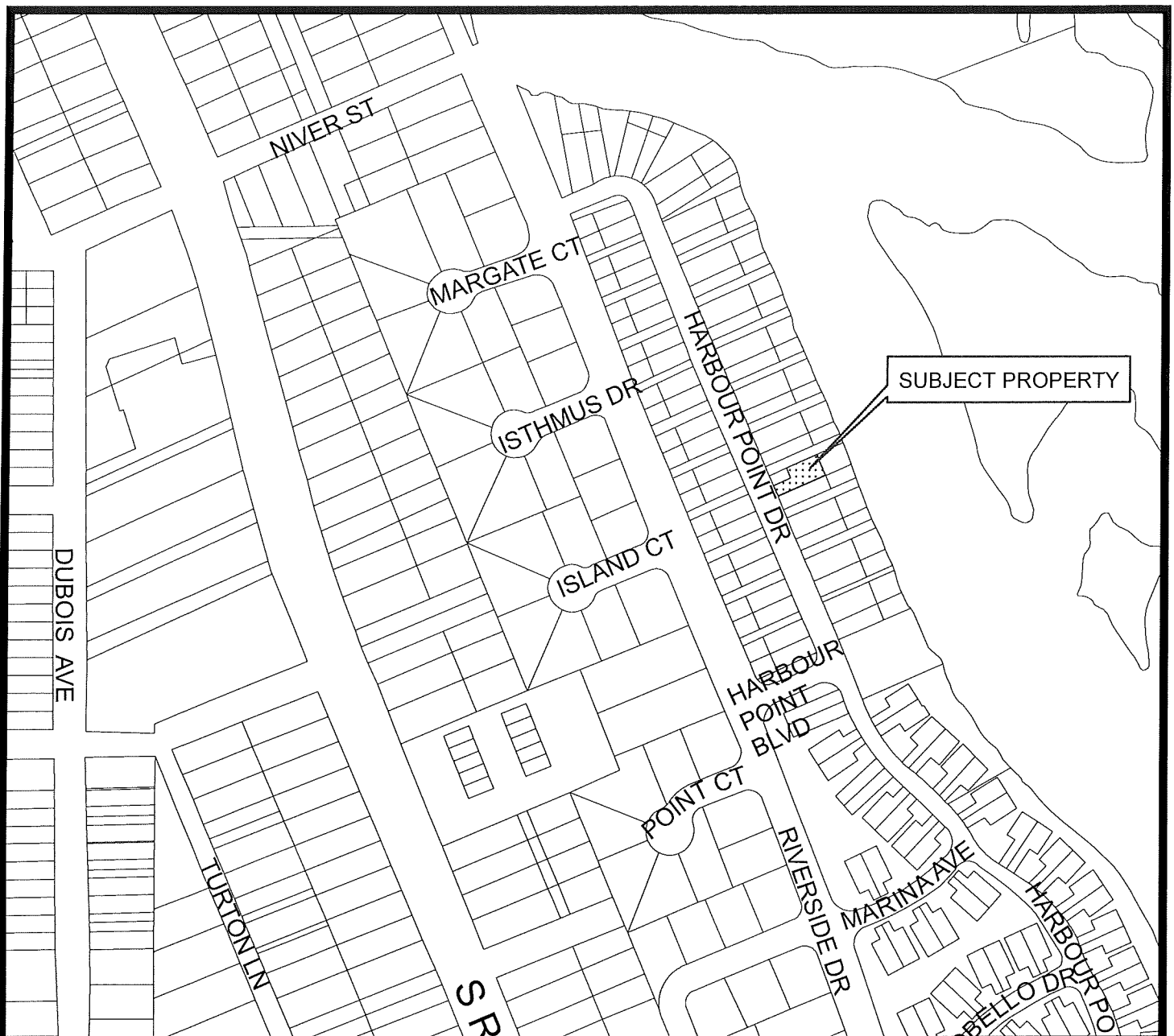
Chip Glor	Created/Initiated - 03/13/2017
Wayne Clark	Approved - 03/13/2017
Margaret Roberts	Approved - 03/23/2017
Jake Johansson	Approved - 03/23/2017
Robin Fenwick	Final Approval - 03/23/2017



Google earth

feet 100
meters 30





Case No.: 17-97500005

Applicant: Thomas David Sauceman,
property owner

Location: 1136 Harbour Point Drive

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Harbour Point Drive right-of-way



Location Map CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

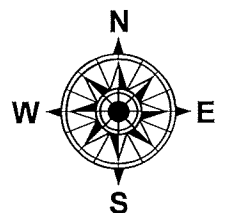


EXHIBIT "A"

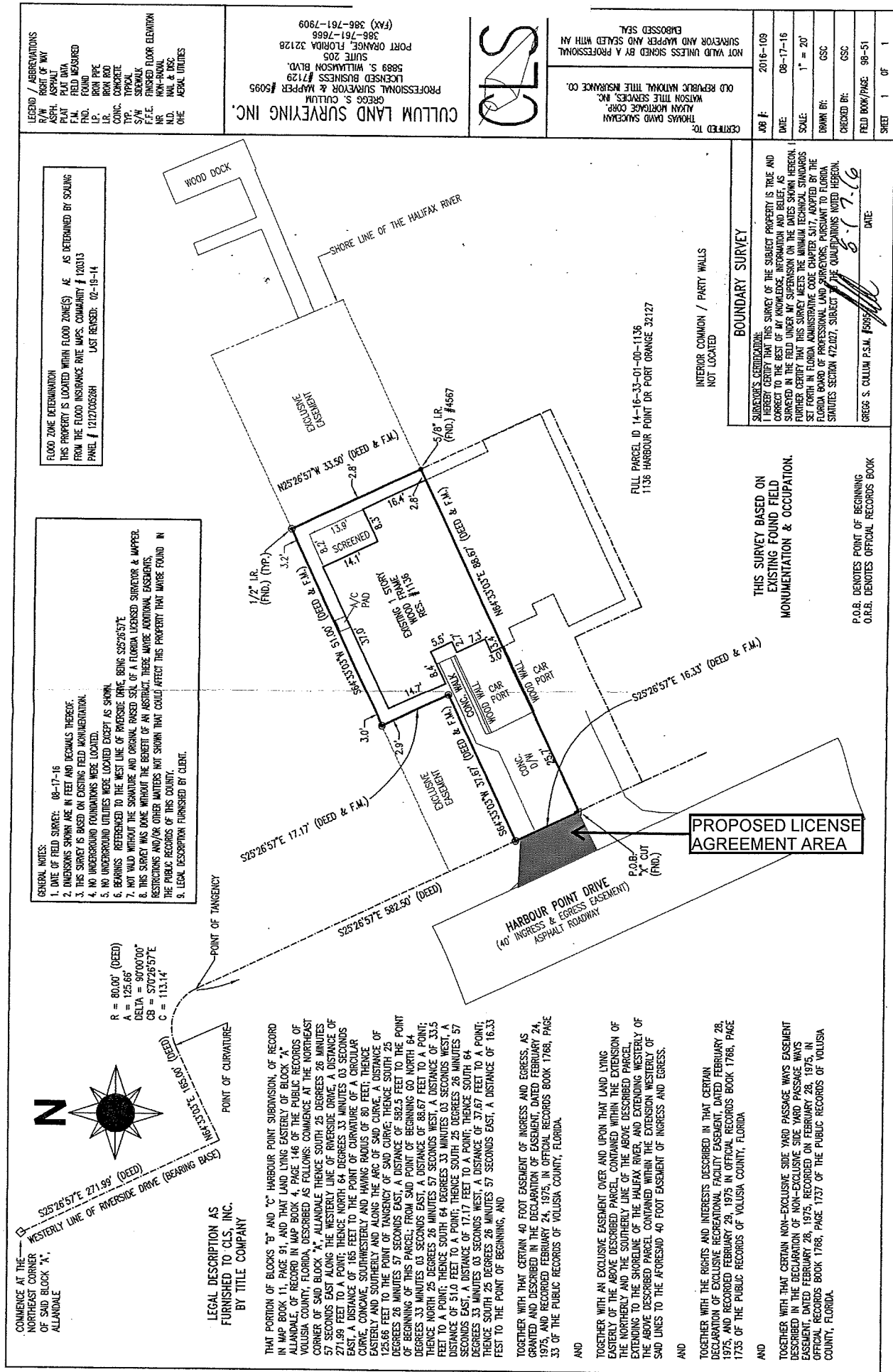


EXHIBIT "B"

LEGAL DESCRIPTION

That portion of Blocks "B" and "C", Harbour Point Subdivision, of recorded in Map Book 11, Page 91, and that land lying Easterly of Block "A", Allandale, of record in Map Book 4, Page 146, Public Records of Volusia County, Florida described as follows: Commence at the Northeast corner of said Block "A", Allandale; thence South 25 degrees 26 minutes 57 seconds East along the Westerly line of Riverside Drive, a distance of 271.99 feet to a point; thence North 64 degrees 33 minutes 03 seconds East, a distance of 165 feet to the point of curvature of a circular curve, concave Southwesterly and having a radius of 80 feet; thence Easterly and Southerly and along the arc of said curve, a distance of 125.66 feet to the point of tangency of said curve; thence South 25 degrees 26 minutes 57 seconds East, a distance of 582.5 feet to the Point of Beginning of this parcel; from said Point of Beginning go North 64 degrees 33 minutes 03 seconds East, a distance of 88.67 feet to a point; thence North 25 degrees 26 minutes 57 seconds West, a distance of 33.5 feet to a point; thence South 64 degrees 33 minutes 03 seconds West, a distance of 51.0 feet to a point; thence South 25 degrees 26 minutes 57 seconds East, a distance of 17.17 feet to a point; thence South 64 degrees 33 minutes 03 seconds West, a distance of 37.67 feet to a point; thence South 25 degrees 26 minutes 57 seconds East, a distance of 16.33 feet to the Point of Beginning;

and

Together with that certain 40 foot easement of ingress and egress, as granted and described in the Declaration of Easement, dated February 24, 1975, and recorded February 24, 1975 in Official Records Book 1768, Page 33, Public Records of Volusia County, Florida;

and

Together with an exclusive easement over and upon that land lying Easterly of the above described parcel contained within the extension of the Northerly and the Southerly line of the above described parcel, extending to the shoreline of the Halifax River, and extending Westerly of the above described parcel contained within the extension Westerly of said lines to the aforesaid 40 foot easement of ingress and egress;

and

Together with the rights and interest described in that certain Declaration of Exclusive Recreational Facility Easement, dated February 28, 1975, and recorded February 29, 1975 in Official Records Book 1768, Page 1735, Public Records of Volusia County, Florida;

and

Together with that certain non-exclusive side yard passage ways easement described in the Declaration of Non-Exclusive Side Yard Passage Ways Easement, dated February 28, 1975, and recorded February 28, 1975 in Official Records Book 1768, Page 1737, Public Records of Volusia County, Florida.



Application for Driveway Pavers

Homeowner Name: Thomas Saveman

Paver Manufacturer: Tremron

Paver Style: Mega Old Town

Paver Color: Sierra

Paver Pattern: Random

Paver Border: Random Sierra

Paver Min. Compaction Strength: 7200 PSI

Paver Bedding and Joint Filler: Crushed Concrete Base DOT White Sand

Paver Base Material, Thickness, & Compaction Requirement: Same Material as above, 4" to 6", compacted to 97%

Paver Subgrade Compaction Requirement: 97%





Post Office Box 45-9025, Sunrise, FL 33345-9025

For Homeowner claims reporting dial toll free: 877-581-4862
 International callers dial : 386-673-5308
 For Identity Theft claims dial: 800-676-5696.
 For servicing questions, please contact your agent
 at the phone number listed below.

SECURITY FIRST INSURANCE COMPANY HOMEOWNERS HO-3 POLICY DECLARATIONS

Insured Name and Mailing Address: THOMAS DAVID SAUCEMAN 1136 HARBOUR POINT DR PORT ORANGE, FL 32127-5606	Insured Location Covered by this Policy: 1136 HARBOUR POINT DR PORT ORANGE, FL 32127-5606 County: VOLUSIA	Policy Number: SFIH1236628-01-0003 Amended: 09/01/2016 12:01 AM Policy Effective Date: 09/01/2016 12:01 AM Policy Expiration Date: 09/01/2017 12:01 AM
--	--	---

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

Coverages Section I A. Dwelling B. Other Structures C. Personal Property D. Loss of Use Section II E. Personal Liability F. Medical Payments	Limit of Liability \$135,000 \$2,700 \$40,500 \$13,500 \$300,000 \$5,000	Annual Premium \$733 Included Included Included \$15 \$10	Forms and Endorsements: SFIV HO3 09 COV 07 11 HO 00 03 04 91 SFIV HO3 09 SP 10 13 HO 04 96 04 91 SFIV HO 09 04 90 01 06 SFIV HO 09 CLP 01 06 SFIV HO 09 ED 12 08 SFIV HO 09 ELE 03 08 SFIV HO 09 FCE 01 06 SFIV HO 09 HD 01 06 SFIV HO 09 LWD 10 09 SFIV HO 09 OL 1 06 15 SFIV HO 09 OLR 06 15 SFIV HO 09 WSE 03 11 SFIV HO 09 WBU 01 06 SFIV HO3 09 WD 09 12
Endorsement Premium Total (see Endorsement Details, p.2) \$246			Rating Information: Construction: Frame 100% Year Built: 1975 Occupied By: Owner Usage Type: Primary Residence Territory: 09/127-B/999 BCEG Grade: 99 Distance to Coast: 100 Automatic Sprinklers: None Protection Class: 04 Opening Protection: None Roof Shape: Gable Exclude Wind Coverage: No
Credits and Charges: All Other Perils Deductible Credit Hurricane Deductible Credit Water Damage Exclusion Credit Coverage C Limit Credit Windstorm Loss Mitigation Credit Secured Community Credit			
Total Annual Policy Premium \$1,004.00 Total Policy Fees (see Details, p.2) \$27.00 Total Policy Charges \$1,031.00		Deductible - Section I In case of a loss, we only cover that part of the loss over the deductible stated: \$1,000 All Other Perils Deductible \$2,700 (2% of Cov A) Hurricane Deductible	

The Hurricane portion of the Premium is: \$561.00

The Non-Hurricane portion of the Premium is: \$470.00

Please see Page 3 of the Declarations Page for important notices that apply to this policy.

Agency: 23607 Phone: (386) 677-8387 FLORIDA SUN INSURANCE, INC. 1459 N US HWY 1 SUITE A1 ORMOND BEACH, FL 32174 Agent: BRAD COLE	First Lienholder Loan #0083110395 CENLAR ISAOA ATIMA PO BOX 202028 FLORENCE, SC 29502-2028	Loss Payable/Mortgagee: NONE
--	---	--

Authorized Countersignature: *AL E. XL*

SFI DEC 001 06 15



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: Yes

SUBJECT: (B10) License Agreement – 1138 Harbour Point Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the License Agreement and to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for 1138 Harbour Point Drive, subject to revisions as requested by City Council, if any, and execution of the License Agreement.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Harbour Point Drive right-of-way frontage of 1138 Harbour Point Drive. Phillip J. Kelemen and Patricia C. Kelemen, the property owners, have made this application in connection with a proposal to reconstruct and widen the existing right-of-way driveway apron with decorative pavers. The property is one half of a duplex driveway. The adjacent property owner has applied for a license agreement with the same pavers for a uniform appearance. A public sidewalk does not exist at this location. A building permit application has been submitted for the proposal.

The License Agreement has the effect of requiring the property owners to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owners fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owners. City liability concerns are addressed by an indemnity statement in the License Agreement document.

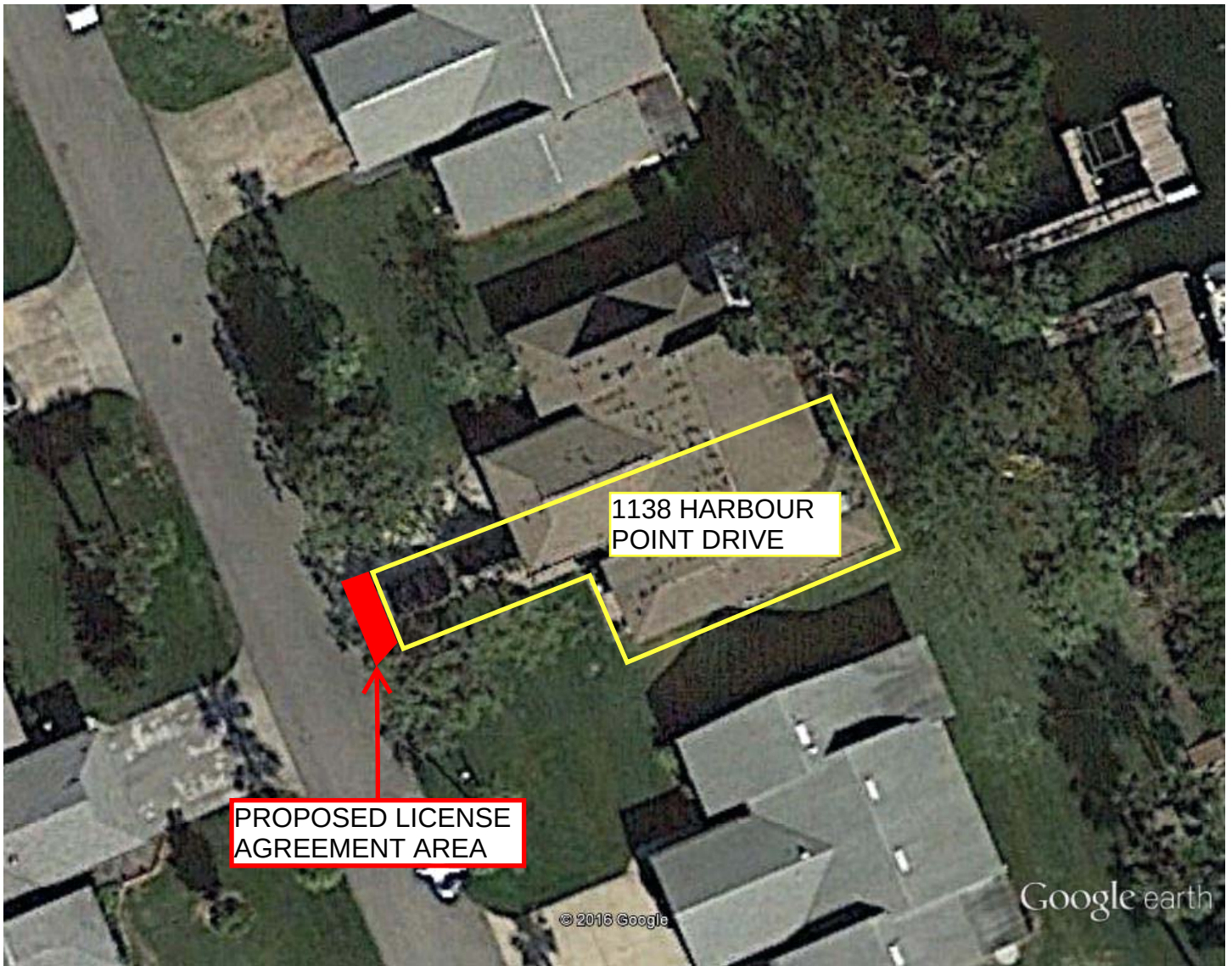
The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no technical concerns.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	harborpoint aerial4	harborpoint aerial4.pdf
2.	harborpoint location4	harborpoint location4.pdf
3.	harborpoint drawing4	harborpoint drawing4.pdf
4.	harborpoint legal4	harborpoint legal4.pdf
5.	harborpoint specs and photo4	harborpoint specs and photo4.pdf
6.	harborpoint insurance4	harborpoint insurance4.pdf

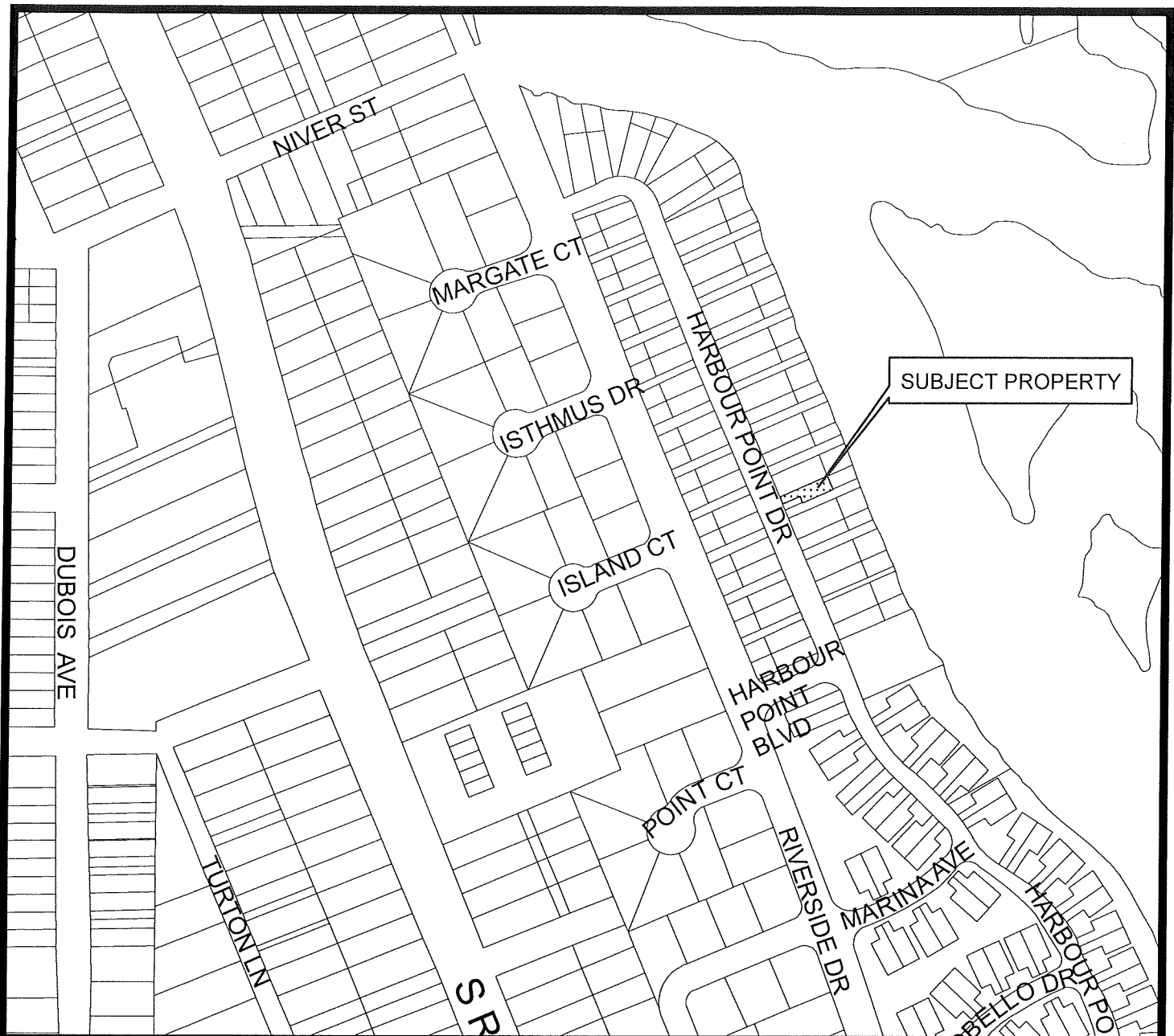
Chip Glor	Created/Initiated - 03/13/2017
Wayne Clark	Approved - 03/13/2017
Margaret Roberts	Approved - 03/23/2017
Jake Johansson	Approved - 03/23/2017
Robin Fenwick	Final Approval - 03/23/2017



Google earth

feet 100
meters 30





Case No.: 17-97500006

Applicant: Phillip J. Kelemen and Patricia C. Kelemen, property owners

Location: 1138 Harbour Point Drive

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Harbour Point Drive right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

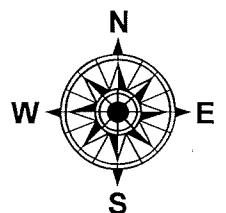
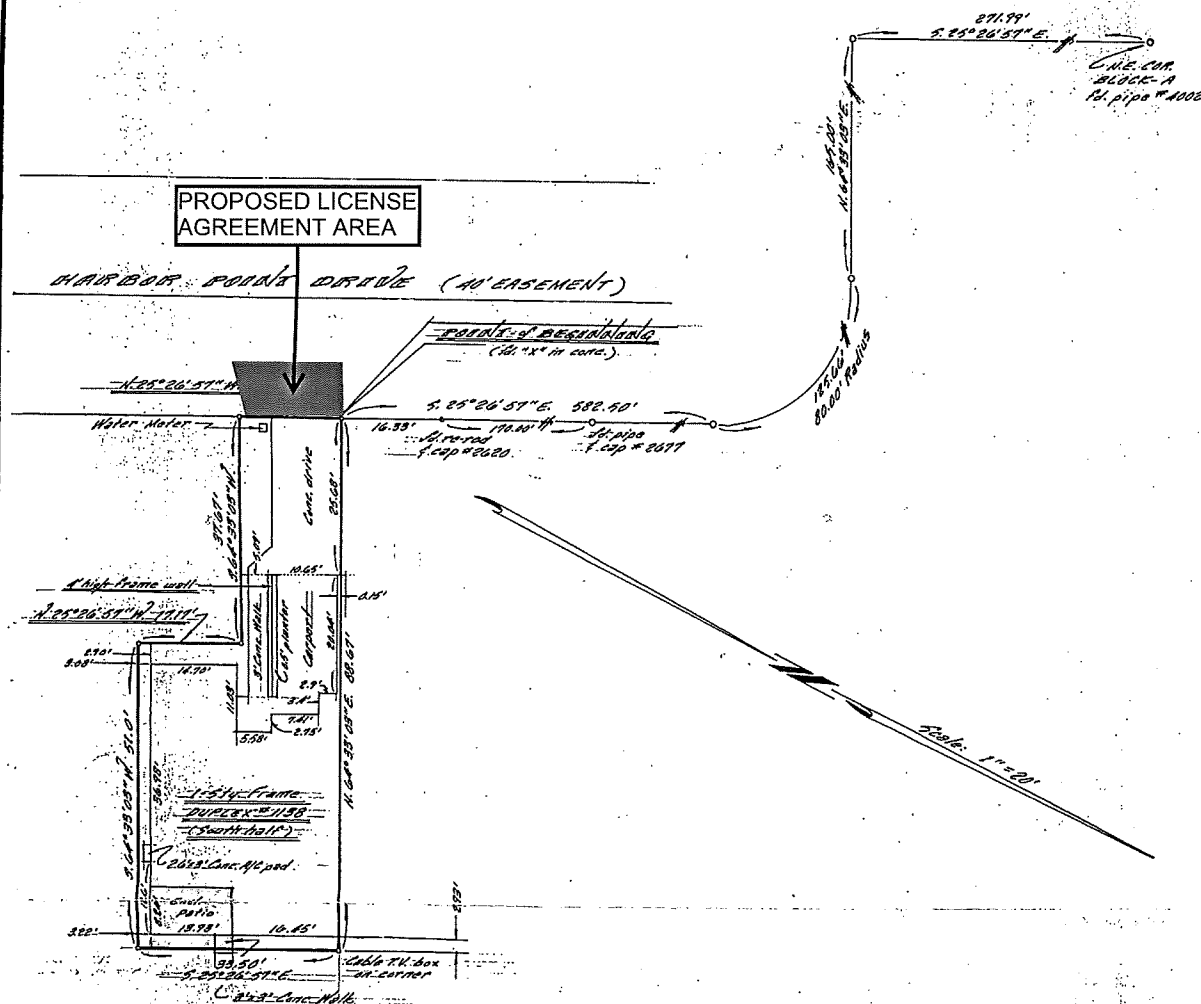


EXHIBIT "A"



NOTES:

- 1.) THIS IS A "BOUNDARY SURVEY."
- 2.) DENOTES RECORDED W/ CAP STAMPED R.L.S. # 2680 UNLESS OTHERWISE INDICATED
- 3.) BEARING REFERENCE PER LEGAL DESCRIPTION SUPPLIED BY CLIENT

UNIT 138, Harbour Point Community, Port Orange, Fla.

That portion of Blocks "B" and "C", Harbor Point Sub-division, of record in Map Book 11, Page 91, and that land lying Easterly of Block "A" Allandale, of record in Map Book 4, Page 146, Public Records of Volusia County, Florida, described as follows: Commence at the Northeast corner of said Block "A", Allandale; thence South 25°26'57" East along the Westerly line of Riverside Drive, a distance of 271.99' to a point; thence North 64°33'03" East, a distance of 165' to the POINT OF CURVATURE of a circular curve, concave South-westerly and having a radius of 80'; thence Easterly and Southerly and along the arc of said curve, a distance of 125.66' to the POINT OF TANGENCY of said curve; thence South 25°26'57" East, a distance of 582.5' to the POINT OF BEGINNING OF THIS PARCEL; From said Point of Beginning go North 64°33'03" East, a distance of 88.67' to a point; Thence South 25°26'57" East a distance of 33.5' to a point; Thence South 64°33'03" West, a distance of 51.0' to a point; thence North 25°26'57" West, a distance of 17.17' to a point; Thence South 64°33'03" West, a distance of 37.67' to a point; Thence North 25°26'57" West, a distance of 16.33' TO THE POINT OF BEGINNING.



PREPARED BY:
ANDREW A. WILBERT JR.
 415 ANDREWS STREET - ORMOND BEACH, FLA. 32074
 FLORIDA REGISTERED LAND SURVEYOR NO. 2620
 (904) 672-6585

COURTESY OF
INFORMATIONAL PURPOSES ONLY

VALID ONLY WITH EMBOSSED SEAL

SURVEY for the exclusive use of:

SECURITY FIRST FEDERAL SAVINGS
& LOAN

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS (21HH-6, F.A.C.) SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.07 OF THE FLORIDA STATUTES.

DATE: 9/12/05 JOB NO. 85-1500 F.B. 9 PG. 76

EXHIBIT "B"

LEGAL DESCRIPTION

UNIT 138, Harbour Point Community, Port Orange, Fla.

That portion of Blocks "B" and "C", Harbor Point Sub-division, of record in Map Book 11, Page 91, and that land lying Easterly of Block "A" Allandale, of record in Map Book 4, Page 146, Public Records of Volusia County, Florida, described as follows: Commence at the Northeast corner of said Block "A", Allandale; thence South 25°26'57" East along the Westerly line of Riverside Drive, a distance of 271.99' to a point; thence North 64°33'03" East, a distance of 165' to the POINT OF CURVATURE of a circular curve, concave South-westerly and having a radius of 80'; thence Easterly and Southerly and along the arc of said curve, a distance of 125.66' to the POINT OF TANGENCY of said curve; thence South 25°26'57" East, a distance of 582.5' to the POINT OF BEGINNING OF THIS PARCEL; From said Point of Beginning go North 64°33'03" East, a distance of 88.67' to a point; Thence South 25°26'57" East a distance of 33.5' to a point; Thence South 64°33'03" West, a distance of 51.0' to a point; thence North 25°26'57" West, a distance of 17.17' to a point; Thence South 64°33'03" West, a distance of 37.67' to a point; Thence North 25°26'57" West, a distance of 16.33' TO THE POINT OF BEGINNING.

TOGETHER WITH THAT 40' EASEMENT OF INGRESS AND EGRESS, AS RECORDED IN OFFICIAL RECORDS BOOK 1768, PAGE 33, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND together with an exclusive easement over and upon that land Easterly of the above described parcel contained within the extension of the Northerly and the Southerly line of said parcel to the shoreline of the Halifax River, and Westerly of the above described parcel contained within the extension Westerly of said lines to the afore-said 40' easement of ingress and egress.

ALL BEING SUBJECT TO A UTILITY EASEMENT OVER AND UPON THE WESTERLY 10' THEREOF.

TOGETHER with those non-exclusive side yard passageways described in that Declaration of Non-Exclusive Side Yard Passageways Easement recorded in Official Records Book 1768, Page 1737, Public Records of Volusia County, Florida.

TOGETHER with the easement described in Declaration of Exclusive Recreational Facility Easement recorded in Official Records Book 1768, Page 1735, Public Records of Volusia County, Florida.

SUBJECT to taxes for 1985 and subsequent years.

SUBJECT to reservations, restrictions and easements of record, if any, the mention of which herein not serving to reimpose the same.



Application for Driveway Pavers

Homeowner Name: Phillip Kelemen

Paver Manufacturer: Tremron

Paver Style: Mega Old Town

Paver Color: Sierra

Paver Pattern: Random

Paver Border: Random Sierra

Paver Min. Compaction Strength: 7200 PSI

Paver Bedding and Joint Filler: Crushed Concrete Base DOT White Sand

Paver Base Material, Thickness, & Compaction Requirement: Same Material as above, 4" to 6", compacted to 97%

Paver Subgrade Compaction Requirement: 97%



Mega Olde Towne Pavers

Full size pavers are an excellent choice for driveways, patios, pool decks, walkways and pathways.

- ✓ Dimensions: 6" x 6", 6" x 8", 8" x 8"
- ✓ Sold in Full Cycles Only
- ✓ Standard Fresh Available on 1", 2" & 3" Pavers

American Integrity Insurance Company of Florida 5426 Bay Center Drive Suite 650 Tampa, FL 33609-3440 1-866-968-8390	DWELLING					
	RENEWAL DECLARATIONS					
	POLICY NUMBER: ADF208877					
	Policy Period					
	FROM	TO				
	6/25/2016 12:01 a.m.	6/25/2017 12:01 a.m. Standard Time at the residence premises.				
INSURED NAME AND ADDRESS: PHILLIP KELEMEN and/or Patricia Kelemen 5913 Plainview Dr Port Orange, FL 321278911 INSURED TELEPHONE NUMBER: (396)761-6564		EFFECTIVE: 9/1/2016 When an effective date appears, this is a revised Declarations and voids previously issued Declarations bearing the same policy number. AGENCY NAME AND ADDRESS: AGENT CODE: AG3652 Jeff Evans State Farm 745 Dunlawton Avenue Port Orange, FL 32127 AGENCY TELEPHONE NUMBER: 386-761-1860				
The described location covered by this policy is located at: 1138 HARBOR POINT DR PORT ORANGE, FL 32127						
Insurance is provided only with respect to the following coverages for which a limit of liability and/or premium is specified, subject to all conditions of this policy. In case of loss under Coverage A, B, C, or D, we cover only that part of the loss over the deductible stated. The deductible applies per occurrence. Based on the information available to us, the premium shown is the lowest we offer for which						
PROPERTY COVERAGE		LIMIT OF LIABILITY	Fire	EC	V&MM	PREMIUM
COVERAGE A - DWELLING		\$ 128600	335.00	557.00	10.00	\$ 892.00
COVERAGE B - OTHER STRUCTURES*		\$ 12860				\$ Included
COVERAGE C - PERSONAL PROPERTY		\$ 5000	11.00	24.00		\$ 35.00
COVERAGE D - FAIR RENTAL VALUE*		\$ 12860				\$ Included
*Payments under Coverage "B" or "D" reduce the Coverage "A" amount for the same loss (see policy).						
PERSONAL LIABILITY						
COVERAGE L - PERSONAL LIABILITY		\$ 300000				\$ 43.00
COVERAGE M - MEDICAL PAYMENTS TO OTHERS		\$ 2000				\$ Included
Forms & Endorsements						
AIIC 02 DP SKS 01 13		OIR-B1-1655	AIIC DL 24 01 01 10			
AIIC 00 AA DISC 12 13		OIR-B1-1802 (Rev. 01 12)	AIIC 02 DP SK 01 13			
AIIC 00 DP DPJ 12 13		AIIC 02 DP1 OC 01 13				
AIIC DP1 IDX 08 06		AIIC DL 24 11 08 08				
AIIC 02 DP SP 10 12		DL 24 16 07 88				
AIIC 12 08 06		DL 25 09 05 02				
AIIC DP DO 08 06		AIIC 20 08 06				
DP 00 01 07 88		AIIC DL 24 71 08 06				
OIR-B1-1670		DL 24 10 07 88				
AIIC 02 DP1 DEC2 05 14		AIIC 25 08 06				
Total of Premium Adjustments (see attached)					\$	36.00
ADDITIONAL CHARGES:						
MGA Fee					\$	25.00
Emergency Management Preparedness and Assistance Trust Fund Surcharge					\$	2.00
TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES:					\$	1043.00
Hurricane Premium = \$442.61			Non-Hurricane Premium = \$573.39			
Policy Deductibles:	Amount:		Percentage of Coverage A			
Hurricane Deductible	\$2572		2%			
Sinkhole Loss Deductible	\$12,860		10%			
Losses caused by All Other Perils	\$1000					



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: No

SUBJECT: (B11) ITB #17-06 - Forklift for the Water Reclamation Facility, request to reject all bids

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION:

Move to reject all bids for ITB #17-07 Forklift for Reclaimed Water Plant.

SUMMARY: The Public Utilities Department requests City Council approval to reject all bids for ITB #17-07 Forklift for Reclaimed Water Plant, in accordance with City Purchasing Policy Sec 2-264.

On December 30, 2016, the city advertised a bid request for a used forklift for the Reclaimed Water Plant with an alternate bid for a new forklift. On February 3, 2017, purchasing received two bids. The two submissions were Blue Line Rentals, Woodlands Texas, and Ring Power Corporation, Daytona Beach. Both bids exceed budgeted funds. Ring Power Corporation was deemed non-responsive because they did not use the required bid form and did not provide unit pricing. Blue Line Rentals did not use the updated bid form provided in Addendum #1, although they acknowledged all addendums. In addition, the unit Blue Line was providing under the bid had extensive repairs and would require transport to Orlando for warranty repairs. Transportation of the unit to Orlando would require rental of a trailer and vehicle.

When staff began researching the purchase of a used forklift, they found numerous rental companies willing to sell them. However, the results of the bid responses did not provide the same results. Staff believes that slight modifications to the specifications and removing the pricing of a new unit will result in additional responses. Therefore, staff recommends rejection of all bids un ITB 17-07 and reissuing the bid request.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Department Justification	forklift bid rejection (002).pdf
2.	Blueline Rental	ITB 17-07 Blueline Rental Response(02-03-17).pdf
3.	Ring Power	ITB 17-07 Ring Power Response (02-03-17).pdf

Julia Wiggins	Created/Initiated - 03/13/2017
Julia Wiggins	Approved - 03/13/2017
Rick Wilson	Approved - 03/13/2017
Lynn Stevens	Approved - 03/15/2017
David Battaglia	Approved - 03/15/2017
Margaret Roberts	Approved - 03/22/2017
Jake Johansson	Approved - 03/22/2017
Robin Fenwick	Final Approval - 03/23/2017



City of Port Orange

Public Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities Director

FROM: Julia Wiggins, Public Utilities Budget Analyst

DATE: March 13, 2017

SUBJECT: Forklift for Reclaimed Water Plant, ITB 17-07 – Rejection of Bids

REQUEST:

The Public Utilities Department requests City Council approval to reject all bids for ITB #17-07 Forklift for Reclaimed Water Plant.

PURPOSE:

The purpose of this request is to reject all bids received for ITB #17-07 in accordance with City Purchasing Policy Sec 2-264.

CONSIDERATION:

On December 30, 2016, the city advertised a bid request for a used forklift for the Reclaimed Water Plant with an alternate bid for a new forklift. On February 3, 2017, purchasing received two bids. The two submissions were Blue Line Rentals, Woodlands Texas, and Ring Power Corporation, Daytona Beach. Both bids exceed budgeted funds. Ring Power Corporation was deemed non-responsive because they did not use the required bid form and did not provide unit pricing. Blue Line Rentals did not use the updated bid form provided in Addendum #1, although they acknowledged all addendums. In addition, the unit Blue Line was providing under the bid had extensive repairs and would require transport to Orlando for warranty repairs. Transportation of the unit to Orlando would require rental of a trailer and vehicle.

When staff began researching the purchase of a used forklift, they found numerous rental companies willing to sell them. However, the results of the bid responses did not provide the same results. Staff believes that slight modifications to the specifications and removing the pricing of a new unit will result in additional responses. Therefore, staff recommends rejection of all bids un ITB 17-07 and reissuing the bid request.

FUNDING:

N/A

RECOMMENDATION:

Public Utilities recommends City Council approval to reject all bids for ITB #17-07 Forklift for Reclaimed Water Plant.

ANTICIPATED SCHEDULE:

- a.) Council Approval 3/28/17

ATTACHMENTS:

- a.) Bid Submittals

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

FORKLIFT FOR RECLAIMED WATER PLANT

ITB #17-07



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

Prepared by: David Battaglia, Purchasing Agent
Release Date: December 30, 2016

Bid Due Date and Time: February 3, 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 #17-07 FORKLIFT FOR RECLAIMED WATER PLANT

Notice is hereby given that the City of Port Orange is soliciting bids for FORKLIFT FOR RECLAIMED WATER PLANT. 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 February 3, 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 **January 13, 2017** 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.

DESCRIPTION: The City of Port Orange Public Utilities Reclaimed Water Plant is soliciting bids for the provision of purchasing a used forklift. This purchase will also include operational training on general use and safety of the forklift for staff in accordance with the specifications contained in this ITB.

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 #17-07 FORKLIFT FOR RECLAIMED WATER PLANT**" in the subject line. Last day for questions will be **January 20, 2017 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.

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 #17-07 FORKLIFT FOR RECLAIMED WATER PLANT"**.

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **December 30, 2016**

[Remainder of this page left intentionally blank]

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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 procurement of a used forklift for Public Utilities Reclaimed Water Plant 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:December 30, 2016

Non-Mandatory Pre-Bid ConferenceJanuary 13, 2017 at 10:00 A.M.

Deadline for Questions:January 20, 2017 by 5:00 P.M.

Final Addendum Posting:January 27, 2017 by 5:00 P.M.

Bids Due: **February 3, 2017 by 2:30 P.M.**

City Council Meeting for Approval of Recommendation of AwardTo 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:

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.

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SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange, Public Utilities Reclaimed Water Plant is soliciting bids for the provision of purchasing a used forklift. The purchase will also include operational training on general use and safety of the forklift for staff.

SPECIFICATIONS:

Forklift Minimum Requirements:

- A. Forklift will be capable of traversing all terrain types.
- B. Forklift must have off-road style tires.
- C. Forklift will have a lifting capacity of 6k pounds minimum.
- D. Boom reach shall be no less than 40 ft.
- E. Hours shall not exceed 3500 and unit shall not be more than five (5) years old.
- F. Equipment maintenance records shall be provided with bid proposal.

Preferred Brands are; Lull, JLG, Gehl, Genie, Skytrak and Caterpillar.

Pursuant to the General Terms and Conditions Section 5 item No. 63 in this ITB 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.

PROPOSAL SUBMITTALS:

All bidders must submit Attachment 1 Bid Proposal Schedule of Unit Pricing and must also include equipment maintenance records.

AFTER AWARD OF CONTRACT:

Vendor will supply forklift to 817 Oak Street, Port Orange, FL 32127 within 30 days after purchase order is issued.

SERVICES:

Vendor will provide training for the operation of forklift within one-week after delivery to City. Training will consist of basic operation and safety involved with the forklift.

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 §1324a(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.

Subject to Prior Sale until award.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be from the notice to proceed in the form of purchase order issuance. Substantial completion will be 30 days for delivery with final completion being 45 days for training and documentation.

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
- _____ Bid Bond
- _____ Form 7.13 – Certificate as to Corporate Principal
- _____ Attachment 1 – Bid Proposal with copy of equipment maintenance records.
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: BlueLine Rental, LLC
Name of Business


Authorized Signature

01/31/2017
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:

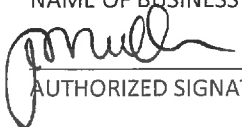
Please check one: ☐ I take NO exceptions. ☒ Exceptions (list below; add additional pages if necessary):

BlueLine Rental, LLC

NAME OF BUSINESS

8401 New Trails Dr, Suite 150

MAILING ADDRESS


AUTHORIZED SIGNATURE

The Woodlands, Tx 77381

CITY, STATE & ZIP CODE

Joana Muller, NISR

NAME, TITLE, TYPED

619-571-2122

TELEPHONE NUMBER / FAX NUMBER

46-4542816

FEDERAL IDENTIFICATION #

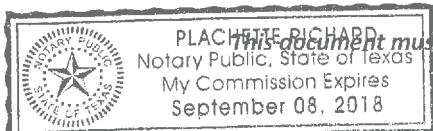
govbids@bluelinerental.com

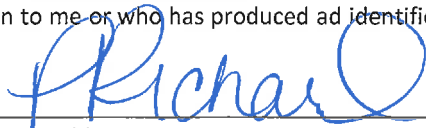
E-MAIL ADDRESS

STATE OF Tx COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this day of January 31st, 20 17 by Joana Muller, 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 # 1 Date: 1/17/17 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.”

BlueLine Rental, LLC
Name of Business

By: _____
Printed Name: Joana Muller
Title: NISR

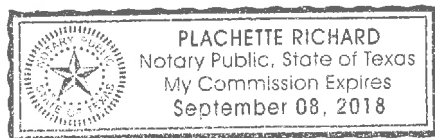
STATE OF Texas
COUNTY OF Montgomery

Sworn to (or affirmed) and subscribed before me this 31st day of January, 2017, by
Joana Muller, as NISR of

(NAME) (TITLE)
BlueLine Rental, LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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



Plachette Richard
Notary Public, State of Texas
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



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 **January 17, 2017**

ITB 17-07 FORKLIFT FOR RECLAIMED WATER PLANT

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 30, 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. CHANGES TO SPECIFICATIONS:

1. The vendor may bid on multiple units with warranty options.
2. The city will accept and consider any alternatives to the specifications provided in the scope of work.
3. The schedule of unit prices has been modified to include a section for the provision of alternatives; full details will need to be provided by the bidder.

B. QUESTIONS AND ANSWERS:

1. What will the forklift be used for, is it for off road use? Does it need to be foam filled?

Answer: It will be for off road use, but we do not need it to be foam filled. We will not be using the forklift on construction site so we do not have to worry about nails or any other construction debris. On road, it will need to drive from Oak Street to our Water Plant.

2. Do you require the cab to have air conditioning?

Answer: No, we do not require an enclosed cab or air conditioning.

3. What kind of warranty options would you like with the purchase?

Answer: Power train and hydraulics are required. Additionally, we would like the option to purchase an electronics warranty, if available.

4. Will this be a high hour machine?

Answer: This is not a piece of equipment that will be used for prolonged periods of time. Short term uses to move pieces of equipment, unload trucks, etc.

5. Is any training required?

Answer: Yes, basic training on how to operate the machinery.

6. What is the budget?

Answer: 55,000

7. When will the council meeting take place to approve the purchase?

Answer: Once we evaluate the bids and make sure the budget is there, we will decide on a date. The council meeting should be approximately six (6) weeks after the bid opening.

8. Would you like us to bid multiple machines?

Answer: Yes.

In all other respects, except as specifically stated herein, the subject ITB 17-07 remains unchanged.

END OF ADDENDUM NO. 1

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.

BlueLine Rental, LLC

Name of Business

By: 

Printed Name: Joana Muller

Title: NISR

STATE OF Texas

COUNTY OF Montgomery

Sworn to (or affirmed) and subscribed before me this 31st day of January, 2017, by
Joana Muller, as NISR of

(NAME)

BlueLine Rental, LLC

(NAME OF ORGANIZATION)

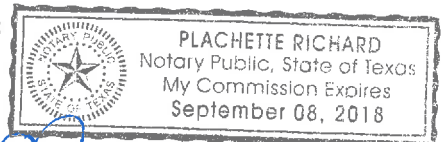
(TITLE)

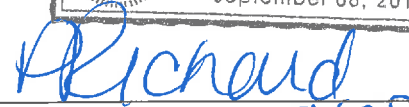
and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.




Notary Public, State of Texas

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 BlueLine Rental, LLC (name of Offeror or business) is 8401 New Trails Dr, Suite 150 The Woodlands, Tx 77381.
2. My relationship to BlueLine Rental, LLC (name of Offeror or business) is NISR (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.)

BlueLine Rental, LLC

Name of Business

By: [Signature]

Printed Name: Joana Muller

Title: NISR

STATE OF Texas

COUNTY OF Montgomery

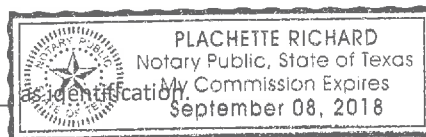
Sworn to (or affirmed) and subscribed before me this 31st day of January, 2017, by Joana Muller, as NISR of

BlueLine Rental, LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____



Notary Public, State of Texas

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

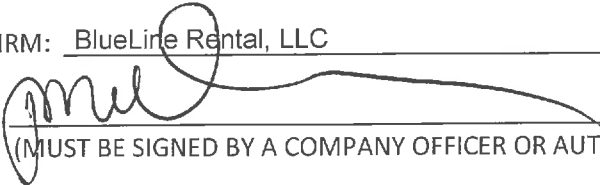
ANTI-COLLUSION STATEMENT BID FORM:

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: BlueLine Rental, LLC

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

PRINTED SIGNATURE: Joana Muller

TITLE: NISR

ADDRESS: 8401 New Trails Dr, Suite 150 The Woodlands

CITY: TX STATE: TX ZIP CODE: 77381

TELEPHONE: 819-571-2122 FAX: 760-859-3963

COMPLETION TIME: _____

F.E.I.N. NUMBER: 46-4542816

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>
Quint Ward	Government Sales Coordinator	619-571-2122
Joana Muller	NISR	832-791-8145


(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.

BlueLine Rental, LLC

B. Permanent main office address.

8401 New Trails Dr, Suite 150
The Woodlands, Tx 77381

C. Date organized.

D. If a corporation, where incorporated.

De

E. How many years have you been engaged in the contracting business under your present firm or trade name?

5 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.

ion. Our annual revenues are \$650 million.

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.

I. ^{N/A} 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.

K. List your major equipment currently owned or leased.

L. ^{BlueLine Rental own \$125 million in fleet.} Experience in work similar to this type of project.

M. ^{See References} Background and experience of the principal members of your organization, including the officers. _{References attached.}

N. Credit currently available: \$ _____

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?

BlueLine Rental is the 4th largest rental company in the US with 140+ locations and has been in business for 15 years. We currently have 2,000 employees with a fleet level of \$1.25 Billion. Our annual revenues are \$650 million

(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.

BlueLine Rental, LLC

Name of Business

By: [Signature]

Printed Name: Joana Muller

Title: NISR

STATE OF Texas

COUNTY OF Montgomery

Sworn to (or affirmed) and subscribed before me this 31st day of January, 2017, by
Joana Muller, as NISR
of BlueLine Rental, LLC and who:

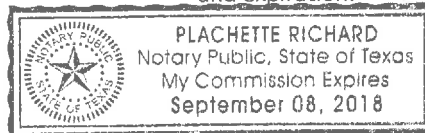
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of Texas

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: Port of Freeport
Contact Person: Jesse Hibbetts
City, State: Freeport, Tx
Telephone Number: (979) 233-2667
Email Address: hibbetts@portfreeport.com
Description of goods or
Services provided: Equipment Rentals and Sales
Contract Amount: \$59,500
Start/End Date of Contract: May, 2016
2. Company Name: Idaho State University
Contact Person: Roger Jechart
City, State: Pocatello, ID
Telephone Number: (208) 282-3111
Email Address: jechroge@isu.edu
Description of goods or
Services provided: Equipment Rentals and Sales
Contract Amount: \$10,375
Start/End Date of Contract: April 2016
3. Company Name: Soboba Casino
Contact Person: Brenda Barber
City, State: San Jacinto, Ca
Telephone Number: (951) 665-1000
Email Address: bbarber@soboba.net
Description of goods or
Services provided: Equipment Rentals and Sales
Contract Amount: \$100,409
Start/End Date of Contract: October 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: N/A

Description of Work: N/A

Percent of Contract Price: N/A

Previous Experience Together: Yes/No N/A

Subcontractor No. 2

Name: N/A

Description of Work: N/A

Percent of Contract Price: N/A

Previous Experience Together: Yes/No N/A

Subcontractor No. 3

Name: N/A

Description of Work: N/A

Percent of Contract Price: N/A

Previous Experience Together: Yes/No N/A

Subcontractor No. 4

Name: N/A

Description of Work: N/A

Percent of Contract Price: N/A

Previous Experience Together: Yes/No N/A

Subcontractor No. 5

Name: N/A

Description of Work: N/A

Percent of Contract Price: N/A

Previous Experience Together: Yes/No N/A

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: 01/31/2017

FIRM NAME: BlueLine Rental, LLC

ADDRESS: 8401 New Trails Dr, Suite 150

CITY: The Woodlands STATE: Tx ZIP CODE: 77381

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: PO Box 840062, Sallas, Tx 75284-0062

TEL. # (including area code): 619-571-2122

FAX # 717-530-3200

SIGNATURE PERSON FILING APPLICATION:

PRINTED NAME: Joana Muller

TITLE: NISR

FEDERAL I.D. (F.E.I.N.) # 46-4542816

E-MAIL ADDRESS: govbids@bluelinerental.com

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☒ Y ☐ N State Incorporated: De Year: 2012

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.



BLUEREN-01

RAJAGOPALADE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2016

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 Willis of Greater Kansas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
INSURED BlueLine Rental, LLC 8401 New Trails Drive The Woodlands, TX 77381	E-MAIL ADDRESS: Certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Everest National Insurance Company	NAIC #
	INSURER B : ACE American Insurance Company	22667
	INSURER C : Continental Insurance Company	35289
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

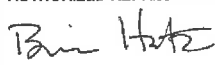
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL 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:			RC8GL00011-161	12/15/2016	12/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 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			ISA H09052069	12/15/2016	12/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6020793239	12/15/2016	12/15/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	☒ 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	WLR C49106026	12/15/2016	12/15/2017	☒ 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

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

CERTIFICATE HOLDER

CANCELLATION

BlueLine Rental, LLC 8401 New Trails Drive The Woodlands, TX 77381	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 

BlueLine Rental, LLC

Additional Named Insureds:

BL Rental, LLC

BlueLine Rental, Inc.

BlueLine Rental PR, Inc.

BlueLine Rental Finance Corporation

Primary Address:

8401 New Trails Drive, The Woodlands, TX 77381

10721-214 Street NW Edmonton, AB T5S 2A3 Canada

P.O. Box 366279, San Juan, 00936 Puerto Rico

c/o 360 North Crescent Drive, Beverly Hills, CA 90210

*** 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: Joana Muller

Title: NISR

Commodity/Services We carry a full line of construction and industrial equipment for rental and sale including earthmoving, aerial, material handling, generators, compressors, small tool and more with 140 locations in the US. The average age of our fleet is 2.5 years.

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. Vander Intermediate Holdings III Corp	
	2 Business name/disregarded entity name, if different from above DBA - BlueLine Rental, LLC	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) 8401 New Trails Drive, Suite 150	Requester's name and address (optional)
	6 City, state, and ZIP code The Woodlands, TX 77381	
	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								
4	6	-	4	5	4	2	8	1 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); 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 ▶

1-18-17

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.

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): 17-07

BUSINESS NAME: BlueLine Rental, LLC

CONTACT PERSON/TITLE: Joana Muller

MAILING ADDRESS: 7616 Narcossee Rd

CITY-STATE-ZIP: Orlando, FL 32822

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): 46-4542816

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 619-571-2122

FAX: 760-859-3963

EMAIL: govbids@bluelinerental.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 Joana Muller who, after being sworn according to law, stated that he or she was authorized to represent BlueLine Rental, LLC 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

Richard

SIGNATURE OF NOTARY PUBLIC

THIS 31st DAY OF January, 2017

My Commission Expires: _____

Joana Muller 01/31/2017

SIGNATURE OF AFFIANT

DATE

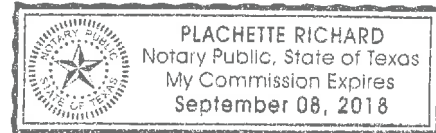
Joana Muller/NISR

PRINTED NAME OF AFFIANT / TITLE

BlueLine Rental, LLC

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal



End of Solicitation Documents



Remit To:

BLUELINE RENTAL LLC
PO BOX 840062
DALLAS, TX 75284-0062

Phone:

Bill To:

0751 - MIDLAND, TX
8317 I-20 FRONTAGE
MIDLAND, TX 79706

Sales Rep:

Job Site:

OUR SHOP

WORK ORDER INVOICE

Invoice#.... 38064160001
Date..... 1/05/17
Customer #..
Job Loc..... OUR SHOP
Job No.....
P.O. #.....
Authorized..
Terms..... DUE UPON RECEIPT
Received on. 12/21/16
Finished on. 1/05/17
Last con/cus 3887571/93787

Equip #	Make	Model	Serial #	Description																																												
52775-108	JLG	G642A	0160047750	6000 LB REACH FORKL																																												
			Hr Meter: 1813.00																																													
Work Order Description RIGHT FRONT HUB SEAL LEAKING HUB SEAL LEAK AND LEAK ON ENGINE WORK PERFORMED: PERFORMED A VISUAL INSPECTION, GREASED UNIT, CHECKED FLUID LEVELSM CHANGED OIL I N ALL 4 WHEEL HUBS, REMOVED AND REPLACEDTHE HUB SEAL AND CASSETTE SEAL ON THE RI GHT FRONT WHEEL. REMOVED AND REPLACED THE MANUAL BOX, FIRE EXTINGUISHER, FILLED HYDRAULIC TANK WITH OIL, FILLED ANTI FREEZE RESERVOIR, AND PERFORMED A FUNCTION TEST. PARTS: <table border="1"> <thead> <tr> <th>Qty</th> <th>Part Number</th> <th>Description</th> <th>U/M</th> <th>Price</th> <th>Extended</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>21005944N</td> <td>KIDDIE PIRE EXTINGUI</td> <td>EA</td> <td>19.990</td> <td>19.99</td> </tr> <tr> <td>1</td> <td>2940159</td> <td>MANUAL LATCH</td> <td>EA</td> <td>43.545</td> <td>43.55</td> </tr> <tr> <td>1</td> <td>7000236</td> <td>SEAL</td> <td>EA</td> <td>51.590</td> <td>51.59</td> </tr> <tr> <td>1</td> <td>70025857</td> <td>SEAL</td> <td>EA</td> <td>35.510</td> <td>35.51</td> </tr> <tr> <td>1</td> <td>70026002</td> <td>SEAL</td> <td>EA</td> <td>62.300</td> <td>62.30</td> </tr> </tbody> </table> LABOR: <table border="1"> <thead> <tr> <th>Mechanic</th> <th>Hours Work</th> <th>Rate</th> <th>Extended</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> CONTINUED...					Qty	Part Number	Description	U/M	Price	Extended	1	21005944N	KIDDIE PIRE EXTINGUI	EA	19.990	19.99	1	2940159	MANUAL LATCH	EA	43.545	43.55	1	7000236	SEAL	EA	51.590	51.59	1	70025857	SEAL	EA	35.510	35.51	1	70026002	SEAL	EA	62.300	62.30	Mechanic	Hours Work	Rate	Extended				
Qty	Part Number	Description	U/M	Price	Extended																																											
1	21005944N	KIDDIE PIRE EXTINGUI	EA	19.990	19.99																																											
1	2940159	MANUAL LATCH	EA	43.545	43.55																																											
1	7000236	SEAL	EA	51.590	51.59																																											
1	70025857	SEAL	EA	35.510	35.51																																											
1	70026002	SEAL	EA	62.300	62.30																																											
Mechanic	Hours Work	Rate	Extended																																													
CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____																																																



Remit To:

BLUELINE RENTAL LLC
PO BOX 840062
DALLAS, TX 75284-0062

Phone:

Bill To:

0751 - MIDLAND, TX
8317 I-20 FRONTAGE
MIDLAND, TX 79706

Sales Rep:

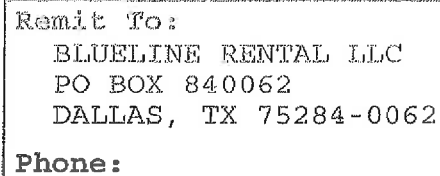
Job Site:

CUMMINS ODESSA TX

WORK ORDER INVOICE

Invoice#.... 35437460001
Date..... 10/27/16
Customer #..
Job Loc..... CUMMINS ODESSA TX
Job No.....
P.O. #.....
Authorized..
Terms..... DUE UPON RECEIPT
Received on. 8/31/16
Finished on. 10/27/16
Last con/cus 3887571/93787

Equip #	Make	Model	Serial #	Description	
52775-108	JLG	G642A	0160047750	6000 LB REACH FORKL	
			Hr Meter:	1749.00	
Work Order Description					
REAR HUB SEAL LEAK AND FUEL PRESSURE PROBLEM					
OSR/ CUMMINS FUEL PROBLEMS					
WORK PERFORMED:					
Unit came in with fuel pressure code & also right rear hub seal is leaking.					
PARTS:					
Qty	Part Number	Description	U/M	Price	Extended
2	70026238	SEAL	EA	42.980	85.96
2	91514111	THRUST BUSHING	EA	51.150	102.30
1	33732	FUEL FILTER, WIX	EA	20.440	20.44
1	WF10176	FUEL FILTER	EA	12.690	12.69
1	46923	AIR FILTER	EA	24.090	24.09
1	46922	AIR FILTER	EA	33.510	33.51
2	7028721	SEAL	EA	45.380	90.76
Outside Labor		OUTSIDE LABOR			1,875.69
LABOR:					
Mechanic		Hours Work		Rate	Extended
CONTINUED...					



WORK ORDER INVOICE

Invoice#.....	34772340001
Date.....	8/24/16
Customer #..	
Job Loc.....	MIDLAND TX
Job No.....	-
P.O. #.....	
Authorized..	
Terms.....	DUE UPON RECEIPT
Received on.	8/24/16
Finished on.	8/24/16
Last con/cus	3887571/93787



Remit To:

BLUELINE RENTAL LLC
PO BOX 840062
DALLAS, TX 75284-0062

Phone:

Bill To:

0751 - MIDLAND, TX
8317 I-20 FRONTAGE
MIDLAND, TX 79706

Sales Rep:

WORK ORDER INVOICE

Job Site:

OUR SHOP

Invoice#..... 32039030001
Date..... 8/01/16
Customer #..
Job Loc..... OUR SHOP
Job No.....
P.O. #.....
Authorized..
Terms..... DUE UPON RECEIPT
Received on. 5/31/16
Finished on. 8/01/16
Last con/cus 3887571/93787

Equip #	Make	Model	Serial #	Description																																
52775-108	JLG	G642A	0160047750	6000 LB REACH FORKL																																
			Hr Meter: 1634.00																																	
Work Order Description HUB LEAK FRONT RIGHT, RIGHT REAR, AND LEFT REAR HUB LEAK. WORK PERFORMED: 3 HUB SEALS LEAK replaced 1 hub seal starter and seat cus hin and hose for hydro cooler. checked all fluids and tested functions. unit rent ready. PARTS: <table border="1"> <thead> <tr> <th>Qty</th> <th>Part Number</th> <th>Description</th> <th>U/M</th> <th>Price</th> <th>Extended</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>70021850</td> <td>STARTER MOTOR</td> <td>EA</td> <td>313.600</td> <td>313.60</td> </tr> <tr> <td>1</td> <td>1001120665</td> <td>HOSE, HYDRAULIC COOLE</td> <td>EA</td> <td>3.260</td> <td>3.26</td> </tr> <tr> <td>1</td> <td>7026901</td> <td>KIT, SEAT CUSHION</td> <td>EA</td> <td>130.440</td> <td>130.44</td> </tr> </tbody> </table> LABOR: <table border="1"> <thead> <tr> <th>Mechanic</th> <th>Hours Work</th> <th>Rate</th> <th>Extended</th> </tr> </thead> <tbody> <tr> <td>JOSHUA JOHNSON</td> <td>4.00 INSPECTION</td> <td>45.00</td> <td>180.00</td> </tr> </tbody> </table> Total Parts & Materials 447.30 Total Labor Hours/Rate CONTINUED...					Qty	Part Number	Description	U/M	Price	Extended	1	70021850	STARTER MOTOR	EA	313.600	313.60	1	1001120665	HOSE, HYDRAULIC COOLE	EA	3.260	3.26	1	7026901	KIT, SEAT CUSHION	EA	130.440	130.44	Mechanic	Hours Work	Rate	Extended	JOSHUA JOHNSON	4.00 INSPECTION	45.00	180.00
Qty	Part Number	Description	U/M	Price	Extended																															
1	70021850	STARTER MOTOR	EA	313.600	313.60																															
1	1001120665	HOSE, HYDRAULIC COOLE	EA	3.260	3.26																															
1	7026901	KIT, SEAT CUSHION	EA	130.440	130.44																															
Mechanic	Hours Work	Rate	Extended																																	
JOSHUA JOHNSON	4.00 INSPECTION	45.00	180.00																																	
CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____																																				



Remit To:

BLUELINE RENTAL LLC
PO BOX 840062
DALLAS, TX 75284-0062

Phone:

Bill To:

0751 - MIDLAND, TX
8317 I-20 FRONTAGE
MIDLAND, TX 79706

Sales Rep:

WORK ORDER INVOICE

Invoice#..... 31242680001
Date..... 5/03/16
Customer #..
Job Loc..... OUR SHOP
Job No.....
P.O. #.....
Authorized..
Terms..... DUE UPON RECEIPT
Received on. 5/03/16
Finished on. 5/03/16
Last con/cus 3887571/93787

Job Site:
OUR SHOP

Equip #	Make	Model	Serial #	Description
52775-108	JLG	G642A	0160047750	6000 LB REACH FORKL
			Hr Meter: 1630.00	

Work Order Description
FUEL LIGHT IS ON
CHECK WIRE HARNESS

WORK PERFORMED:
CHECKED THE FUEL SENDER WIRE HARNESS AND FOUND THAT THE CONNECTIONS WERE LOOSE.
TIGHTENED THE CONNECTIONS UP AND SAW THAT THE CODE WENT AWAY. FUNCTION TESTED MACHINE.

LABOR:
Mechanic
ARTURO MENDOZA

Hours Work	Rate	Extended
1.50 INSPECTION	45.00	67.50
Total Labor Hours/Rate		
1.50 HRS @	45.00	
Total Labor		67.50
Total Amount		67.50

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE



Remit To:

BLUELINE RENTAL LLC
PO BOX 840062
DALLAS, TX 75284-0062

Phone:

Bill To:

0751 - MIDLAND, TX
8317 I-20 FRONTAGE
MIDLAND, TX 79706

Sales Rep:

WORK ORDER INVOICE

Invoice#.... 25538070001
Date..... 1/26/16
Customer #...
Job Loc..... OUR SHOP
Job No.....
P.O. #.....
Authorized..
Terms..... DUE UPON RECEIPT
Received on. 10/01/15
Finished on. 1/26/16
Last con/cus 3887571/93787

Job Site:

OUR SHOP

Equip #	Make	Model	Serial #	Description
52775-108	JLG	G642A	160047750	6000 LB REACH FORKL
			Hr Meter: 1349.60	
			Total Labor Hours/Rate	
			2.00 HRS @	45.00
			Total Labor	90.00
			Total Amount	228.16
Copy				



Remit To:

BLUELINE RENTAL LLC
PO BOX 840062
DALLAS, TX 75284-0062

Phone:

Bill To:

0751 - MIDLAND, TX
8317 I-20 FRONTAGE
MIDLAND, TX 79706

Sales Rep:

Job Site:

OUR SHOP

WORK ORDER INVOICE

Invoice#.... 37324970001
Date..... 11/17/16
Customer #..
Job Loc..... OUR SHOP
Job No.....
P.O. #.....
Authorized..
Terms..... DUE UPON RECEIPT
Received on. 6/03/15
Finished on. 11/17/16
Last con/cus 3887571/93787

Equip #	Make	Model	Serial #	Description
52775-108	JLG	G642A	0160047750	6000 LB REACH FORKL
			Hr Meter: 1749.00	
Work Order Description				
REPLACED STARTER				
WORK PERFORMED:				
Replaced starter adding parts to w/o				
PARTS:				
Qty	Part Number	Description	U/M	Price
1	7029782	STARTER MOTOR JLG 6K	EA	588.800
				Extended 588.80
LABOR:				
Mechanic	Hours Work	Rate		Extended
JASON PASCHAL	2.00 ENGINE	45.00		90.00
Total Parts & Materials				588.80
Total Labor Hours/Rate				
2.00 HRS @				45.00
Total Labor				90.00
Total Amount				678.80
CUSTOMER SIGNATURE				
DATE				
NAME PRINTED				
DELIVERED BY				
DATE				

Phone:

```

Invoice#.....12973290001
Date.....8/08/14
Customer #...
Job Loc.....OUR SHOP
Job No.....
P.O. #.....
Authorized..
Terms.....DUE UPON RECEIPT
Received on..8/08/14
Finished on..8/08/14
Last con/cus3887571/93787

```

Equip #	Make	Model	Serial #	Description		
52775-108	JLG	G6-42A	160047750	6000 LB REACH FORKL		
			Hr Meter:	743.20		
Work Order Description						
EQUIPMENT MAINTENANCE ENTRY						
PARTS:						
Qty	Part Number	Description	U/M	Price	Extended	
1	B178	FILTER	EA	3.569	3.57	
LABOR:						
Mechanic	Hours Work		Rate	Extended		
TROY YOUNG	5.00		45.00	225.00		
Total Parts & Materials					3.57	
Total Labor Hours/Rate						
5.00 HRS @					45.00	
Total Labor					225.00	
Total Amount					228.57	
CUSTOMER SIGNATURE		DATE	NAME PRINTED		DELIVERED BY	DATE



Remit To:

BLUELINE RENTAL LLC
PO BOX 840062
DALLAS, TX 75284-0062

Phone:

Bill To:

0750 - SAN ANTONIO, TX
9492 CORPORATE DRIVE
SELMA, TX 78154

Sales Rep:

WORK ORDER INVOICE

Invoice#..... 6703980001
Date..... 12/27/13
Customer #..
Job Loc..... OUR SHOP
Job No.....
P.O. #.....
Authorized..
Terms..... DUE UPON RECEIPT
Received on. 12/27/13
Finished on. 12/27/13
Last con/cus 3887571/93787

Job Site:

OUR SHOP

Equip #	Make	Model	Serial #	Description
52775-108	JLG	G6-42A	160047750	6000 LB REACH FORKL
			Hr Meter:	476.60
Work Order Description				
NEW STARTER				
NEW STARTER				
WORK PERFORMED:				
Replaced starter				
PARTS:				
Qty	Part Number	Description	U/M	Price
1	190-743N	NEW N/D G/R-3.3L CUM	EA	287.350
				Extended
				287.35
LABOR:				
Mechanic	Hours Work		Rate	Extended
SIMON LOTT	1.50		45.00	67.50
Total Parts & Materials				287.35
Total Labor Hours/Rate				
1.50 HRS @				45.00
Total Labor				67.50
Total Amount				354.85
CUSTOMER SIGNATURE				
DATE				
NAME PRINTED				
DELIVERED BY				
DATE				

Model G6-42A TELEHANDLER

JLG



Performance

Rated Capacity	6,600 lb	2,994 kg
Maximum Lift Height	42 ft	12.8 m
Load at Max Height	6,000 lb	2,721 kg
Maximum Forward Reach	29 ft	8.84 m
Load at Max Reach	1,000 lb	454 kg
Frame Leveling	10°	
Lift Speed (boom retracted)		
Up	12 sec	
Down	9 sec	
Boom Speed (extended/retracted)		
Extended	13.6 sec	
Retracted	9.7 sec	
Top Travel Speed (4-Speed)	20 mph	32 kph
Drawbar Pull (loaded)	24,000 lb	10,886 kg
Outside Turning Radius	12 ft	3.66 m
Operating Weight	20,890 lb	9,476 kg

Standard Specifications

Engine

Make and Model	Cummins QSB3.3L ATAAC	
No. of Cylinders	4	
Displacement	202 cu in.	3.3 L
Gross Power Basic	100 hp	75 kW
Maximum Torque @ 1600 rpm	306 lb-ft	414 Nm
Fuel Tank Capacity	38 gal	141 L

Transmission

- Powershift with torque converter.
- 4-speed forward and 3-speed reverse.

Axles

- Trunnion mounted planetary 55° steer axles.
- Integral steer cylinder.
- High bias limited slip differential on front axle.

Brakes

- Service brakes are inboard wet disc brake on front axle.
- Parking brakes are wet disc spring-applied hydraulic release.

Tires

- Standard 370/75-28
- Optional Foam-Filled or Solid

Cab

- Certified ROPS/FOPS structure
- Adjustable seat
- Horn

Steering 4-Wheel

- Power steering with manual backup.
- Operator selectable 4-wheel circle, 4-wheel crab, 2-wheel front.

Instruments

- Volt meter
- Hourmeter
- Engine oil pressure gauge
- Temperature gauge
- Fuel gauge

Hydraulic System-Implement

Capacity	40 gal	151.4 L
• Single-section gear pump. • Auxiliary hydraulics used for all attachments equipped with cylinders or other hydraulic components.		

Accessories & Options

- Enclosed Cab
- Auxiliary Electrics
- Road Lights
- Air Conditioning
- Work Lights
- Rotating Beacon
- Pintle Hook
- Fenders
- Brick Guard
- Arctic Package
- Hydraulic Quick Switch

Attachments

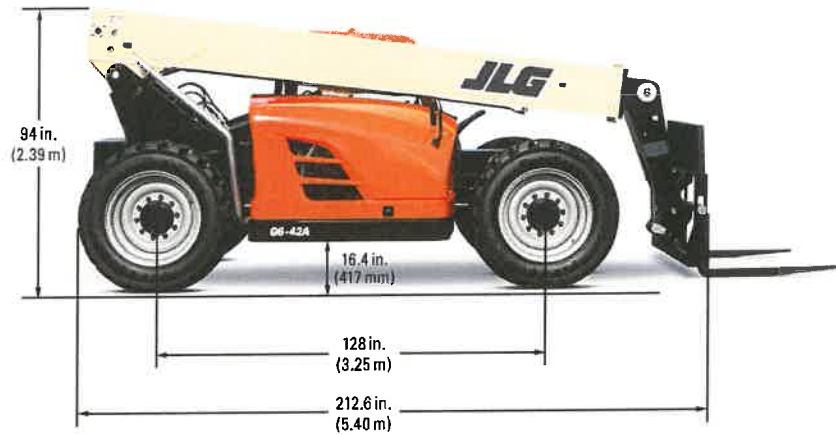
Standard Carriage	50 in. 60 in. 72 in.	1.3 m 1.5 m 1.8 m
Side-Tilt Carriage	50 in. 60 in. 72 in.	1.3 m 1.5 m 1.8 m
Swing Carriage (90°)	72 in.	1.8 m
Dual Fork Positioning Carriage		
Side-Shift Carriage	50 in.	1.3 m
Tower	8 ft	2.4 m
For use on 50 in. (1.3 m) Standard or Side-Tilt Carriage*		
Pallet Forks	2.36 in. x 4 in. x 48 in. 2.36 in. x 5 in. x 48 in. 2.00 in. x 6 in. x 72 in.	60 mm x 102 mm x 1.2 m 60 mm x 127 mm x 1.2 m 51 mm x 152 mm x 1.8 m
Lumber Forks	1.75 in. x 7 in. x 60 in. 2.36 in. x 6 in. x 60 in.	44 mm x 178 mm x 1.5 m 60 mm x 152 mm x 1.5 m
Cubing Forks	2 in. x 2 in. x 48 in.	51 mm x 51 mm x 1.2 m
Fork Extensions	90 in.	2.3 m
Material Bucket	72 in., 1.0 cu yd 96 in., 1.5 cu yd 102 in., 2.0 cu yd	1.8 m, 0.76 m³ 2.4 m, 1.15 m³ 2.6 m, 1.53 m³
Grapple Bucket	96 in., 1.75 cu yd	2.4 m, 1.34 m³
Truss Boom	12 ft, 2,000 lb 15 ft, 2,000 lb 12 ft with winch, 2,000 lb	3.7 m, 907 kg 4.6 m, 907 kg 3.7 m, 907 kg
Fork Mounted Work Platform	8 ft, 1,000 lb capacity	2.4 m, 455 kg capacity
Lifting Hook		

* Requires auxiliary electrics

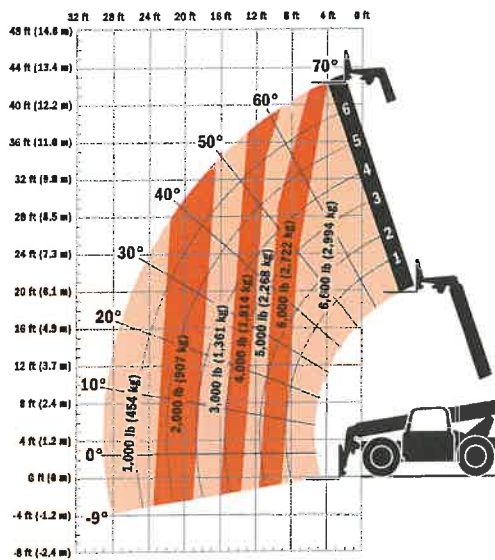
Model G6-42A TELEHANDLER

Dimensions

All dimensions are approximate.



Load Chart Dimensions



IMPORTANT

Rated lift capacities shown are with machine equipped with carriage and pallet forks. The machine must be level on a firm surface with undamaged, properly inflated tires. Machine specifications and stability are based on rated lift capacities at specific boom angles and boom lengths. (If specifications are critical, the proposed application should be discussed with your dealer.) DO NOT exceed rated lift capacity loads, as unstable and dangerous machine conditions will result. DO NOT tip the machine forward to determine the allowable load. Use only JLG approved attachments with proper material handler model/attachment load capacity charts displayed in the operator's cab. OSHA requires all rough terrain forklift operators be trained according to OSHA 29 CFR 1910.178 (1).

Due to continuous product improvements, JLG Industries reserves the right to make specification and/or equipment changes without prior notification. This machine meets or exceeds ASME B56.6-1998 as originally manufactured for intended applications.

Form No.: SS-G642A-15M
Part No.: 3132207
R 101206
Printed in USA



JLG Industries, Inc.
1 JLG Drive
McConnellsburg, PA 17233-9533
Telephone 717-485-5161
Toll-free in US 877-JLG-LIFT
Fax 717-485-6417
www.jlg.com
An Oshkosh Corporation Company



**ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
FORKLIFT FOR RECLAIMED WATER PLANT**

ITB # 17-07

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:	BlueLine Rental, LLC
CONTACT PERSON:	Joana Muller
EMAIL ADDRESS:	govbids@bluelinerental.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	FORKLIFT (PER SPECIFICATIONS LISTED IN SCOPE)	1	Ea.	\$ 62,517.00	\$ 62,517.00
2	TRAINING (PER SPECIFICATIONS LISTED IN SCOPE)	1	Ea.	\$ 300.00	\$ 300.00
TOTAL BASE BID					\$ 62,817.00
ALTERNATE #1	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 1 YEAR	1	Ea.	\$ 1,792.00	\$ 1,792.00
ALTERNATE #2	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 3 YEARS	1	Ea.	\$ 3,279.00	\$ 3,279.00
ALTERNATE #3	COST OF A NEW UNIT OF SAME CAPABILITY.	1	Ea.	\$ -	\$ -
EQUIPMENT MAINTENANCE RECORDS MUST BE SUBMITTED WITH BID					

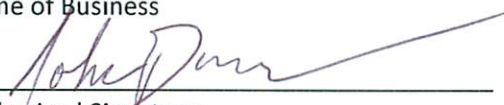
2012 JLG G6-42A
Meter: 1,826
Warranty: Power Train & Hydraulics
6 Months/ 720 Hours: \$1,031.00
1 Year/ 1500 Hours: \$1,792.00
2 Years/ 2500 Hours: \$3,279.00

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
- ☒ Bid Bond
- ☒ Form 7.13 – Certificate as to Corporate Principal
- ☒ Attachment 1 – Bid Proposal with copy of equipment maintenance records.
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: Ring Power Corporation
Name of Business


Authorized Signature

1/25/2017
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.

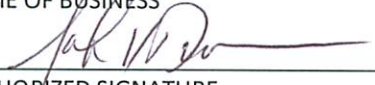
I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that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

Ring Power Corporation

NAME OF BUSINESS



AUTHORIZED SIGNATURE

John Duncan, VP/Asst Govt Sales Manager

NAME, TITLE, TYPED

59-0934246

FEDERAL IDENTIFICATION #

401 N Tomoka Farms Road

MAILING ADDRESS

Daytona Beach, FL 32124

CITY, STATE & ZIP CODE

904-626-0398/904-494-7576

TELEPHONE NUMBER / FAX NUMBER

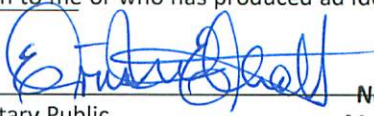
john.duncan@ringpower.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF St Johns

The foregoing instrument was acknowledged before me this day of January 25, 2017 by John Duncan, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: September 30, 2019


Notary Public

ELVIRA ELLIOTT
Notary Public, State of Florida
My Comm. Expires Sept 30, 2019
Commission No. FF 901594

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."

Ring Power Corporation
Name of Business
By: [Signature]
Printed Name: John Duncan
Title: VP/Asst Govt Sales Manager

STATE OF Florida
COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me this 25 day of January, 2017, by
John Duncan as VP/Asst. Govt Sales Manager of
Ring Power Corporation 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:
ELVIRA ELLIOTT

This document must be completed and returned with your Submittal

Notary Public, State of Florida
My Comm. Expires Sept 30, 2019
Commission No. FF 901594

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.

Ring Power Corporation

Name of Business

By: 

Printed Name: John Duncan

Title: VP/Asst Govt Sales Manager

STATE OF Florida

COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me this 25 day of January, 2017, by
John Duncan as VP/Asst. Govt Sales Manager of
(NAME) (TITLE)

Ring Power Corporation

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

ELVIRA ELLIOTT

Notary Public, State of Florida

My Comm. Expires Sept 30, 2019

Commission No. FF 901594


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 John Duncan, who, being by me first duly sworn, made the following statement:

1. The business address of Ring Power Corporation (name of Offeror or business) is 401 N Tomoka Farms Road, Daytona Beach, FL 32124.
2. My relationship to Ring Power Corporation (name of Offeror or business) is VP/Asst. Govt Sales Mgr (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.)**

Ring Power Corporation
Name of Business
By: [Signature]
Printed Name: John Duncan
Title: VP/Asst Govt Sales Manager

STATE OF Florida
COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me this 25 day of January, 2017, by
John Duncan, as VP/Asst Govt Sales Manager of
Ring Power Corporation 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:
ELVIRA ELLIOTT
Notary Public, State of Florida
My Comm. Expires Sept 30, 2019
Commission No. FF 901594

This document must be completed and returned with your Submittal

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: Ring Power Corporation

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

PRINTED SIGNATURE: John Duncan

TITLE: VP/Asst Govt Sales Manager

ADDRESS: 401 N Tomoka Farms Road

CITY: Daytona Beach STATE: FL ZIP CODE: 32124

TELEPHONE: 904-626-0398 FAX: 904-494-7576

COMPLETION TIME: _____

F.E.I.N. NUMBER: 59-0934246

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>John Duncan</u>	<u>VP/Asst Govt Sales Mgr</u>	<u>904-626-0398</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>



(Authorized Signature)
Timothy R Maguire
Senior VP/Director of New Sales
Heavy Equipment Division
Ring Power Corporation
(904) 737-7730

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. Ring Power Corporation
- B. Permanent main office address. 500 World Commerce Pkwy, St Augustine, FL 32092
- C. Date organized. 1961
- 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? Over 50
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) We are a Caterpillar Heavy Equipment Dealer and in the business of selling equipment.
- G. General character of work performed by your company. Construction equipment dealer - Heavy machinery sales.
- 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. N/A
- 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. N/A
- K. List your major equipment currently owned or leased. Our Caterpillar rental fleet is comprised of over 3200 machines. No leased equipment.
- L. Experience in work similar to this type of project. We are a Caterpillar Heavy Equipment Dealer and in the business of selling equipment since 1961.
- M. Background and experience of the principal members of your organization, including the officers. See attached Reference Letter and Sunbiz report
- N. Credit currently available: \$ N/A
- O. Give bank reference: See Attached Credit Reference Letter
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? No

(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.

Ring Power Corporation

Name of Business

By: 

Printed Name: _____

Title: VP/Asst Govt Sales Manager

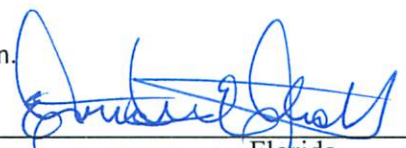
STATE OF Florida
COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me this 25 day of January, 2017, by
John Duncan, as VP/Asst Govt Sales Manager
of Ring Power 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:

ELVIRA ELLIOTT
Notary Public, State of Florida
My Comm. Expires Sept 30, 2019
Commission No. FF 901594

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: Volusia County
Contact Person: Robert Gilmore
City, State: 123 W Indiana Ave., Rm. 302, Deland, FL 32720
Telephone Number: (386) 736-5935
Email Address: rgilmore@volusia.org
Description of goods or
Services provided: Equipment sales - no contract
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: St Johns County
Contact Person: Jeff Pearson
City, State: 500 San Sebastian View, St Augustine, FL 32084
Telephone Number: (904) 209-0300
Email Address: jpearson@sjcfl.us
Description of goods or
Services provided: Equipment sales - no contract
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: Flagler County
Contact Person: Ronda Gaouette
City, State: 1769 E Moody Blvd, Bldg. 5, Bunnell, FL 32110
Telephone Number: (386) 313-4136
Email Address: rderreberry@flaglercounty.org
Description of goods or
Services provided: Equipment sales - no contract
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 N/A

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: 1-25-2017

FIRM NAME: Ring Power Corporation

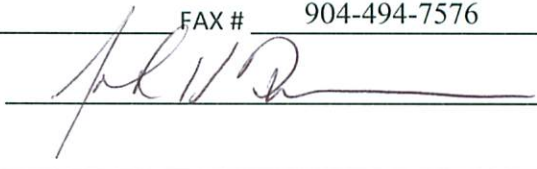
ADDRESS: 401 North Tomoka Road

CITY: Daytona Beach STATE: FL ZIP CODE: 32124

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: Corporate -500 World Commerce Pkwy, St Augustine, FL 32092

TEL. # (including area code): 904-737-7730 FAX # 904-494-7576

SIGNATURE PERSON FILING APPLICATION: 

PRINTED NAME: John Duncan

TITLE: VP/Assistant Governmental Sales Manager

FEDERAL I.D. (F.E.I.N.) # 59-0934246

E-MAIL ADDRESS: john.duncan@ringpower.com

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☒ Y ☐ N State Incorporated: Florida Year: 1962

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: John Duncan Title: VP/Asst Govt Sales Mgr

Commodity/Services Caterpillar Heavy Equipment Dealer

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ring Power Corporation - DBA Ring Power Lift Truck, Ring Power Crane, Power Systems, CAT Entertainment Services,

2 Business name/disregarded entity name, if different from above
The CAT Rental Store, Phoenix Products, Trout Creek Marina

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
500 World Commerce Parkway

6 City, state, and ZIP code
St. Augustine, Florida 32092

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number									
5	9	-	0	9	3	4	2	4	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); 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 ▶ *Daniel McCune* Date ▶ *1/10/2017*

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.

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

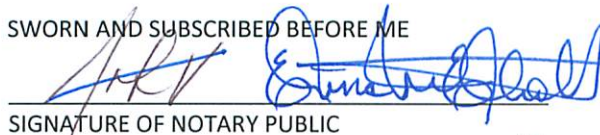
*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB 17-07BUSINESS NAME: Ring Power CorporationCONTACT PERSON/TITLE: John Duncan, VP/Asst Govt Sales ManagerMAILING ADDRESS: 401 North Tomoka RoadCITY-STATE-ZIP: Daytona Beach, FL 32124Length of Time at Address Provided: Over 20 YearsPhysical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise
☒ Local BranchAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 59-0934246BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____PHONE NUMBER: 904-626-0398 FAX: 904-494-7576EMAIL: john.duncan@ringpower.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 John Duncan who, after being sworn according to law, stated that he or she was authorized to represent Ring Power Corp 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

 NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS 25 DAY OF January, 20 17

My Commission Expires: 09-30-2019


SIGNATURE OF AFFIANT

DATE

John Duncan/VP-Assst Govt Sales Mgr

PRINTED NAME OF AFFIANT / TITLE

Ring Power Corporation

COMPANY

ELVIRA ELLIOTT
Notary Public, State of Florida
My Comm. Expires Sept 30, 2019
Commission No. FF 901594

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, David Alban, certify that I am the COO and secretary of the corporation named as Principal in the within Bid Bond; that Timothy Maguire, 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.

*Mr. Timothy Maguire is currently an Officer of the company-Ring Power Corporation.



Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

Ring Power®



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092
904.494.7464

Quote Prepared For:
City of Port Orange

1/24/2017

USED 2014 CATERPILLAR TELEHANDLER S/N THG00719

CAT TL642C CANOPY, USA SPEC
AUX HYD BOOM, OPEN CAB, (INSTALL)
50" SIDE TILT CARRIAGE, CAB FENDER, CAT T4I ENGINE
NO OUTRIGGERS), FORK, PALLET 2.36X4X48,
WORKLIGHTS (BOOM, CAB, BEACON, BACKUP), STD COLORS
CARRIAGE (MANUAL) QUICK-ATTACH, 13X24 12-PLY G-2
TRACTION FOAM FILLED.

ONE YEAR WARRANTY/500 HOURS FROM DELIVERY DATE
APPROXIMATE HOURS : 1325

SALES PRICE	\$68,500
--------------------	-----------------

USED 2014 CATERPILLAR TELEHANDLER S/N THG00898

CATERPILLAR TL642C TELEHANDLER,
AUX HYD BOOM, OPEN CAB, 50" SIDE TILT CARRIAGE, PINTLE HITCH W/
COUNTERWEIGHT, CAT T4I ENGINE, CAB FENDER, 2.36 X
4 X 48 PALLET FORK, FRAME W/ NO OUTRIGGERS, WORK-
LIGHTS (BOOM, CAB, BEACON, BACKUP),
MANUAL QUICK-ATTACH CARRIAGE, 13 X 24 - 12 PLY G-2
TRACTION FOAM FILLED TIRES.

ONE YEAR WARRANTY/500 HOURS FROM DELIVERY DATE
APPROXIMATE HOURS : 1620

SALES PRICE	\$68,500
--------------------	-----------------

Best Regards

Paul Valanti
Ring Power Corporation

Ring Power Corporation
 500 World Commerce Parkway
 St. Augustine, FL 32092
 904.494.7464

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
City of Port Orange

1/25/2017

(1) NEW CATERPILLAR TL642 CATERPILLAR TELEHANDLER

CONTRACT DETAILS

Florida Sheriff's Association

Bid Number FSA-16-VEH-14.0

Specification # 66, Cushion Tire Lift Truck 4000 lb. capacity

Effective: October 1, 2016 Through September 30, 2017

Caterpillar 2CC 4000 Lb. Cushion Forklift	\$26,629
---	----------

483-9505	TL0642	\$74,991
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Total of base and upgrade	\$101,620
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NON-SPECIFIED OPTIONS

485-1071	Frame Stabilizer, None	NC
484-1909	Canopy, Open	NC
487-7045	TIRES, 13.00-24, CAT, G2	-\$585
486-3475	Fender, Canopy Single	NC
488-9412	Load chart, (English) TL642D	NC
485-0829	Work lights, no a/c	\$1,560
474-6078	Roof cap	\$175
484-6334	manual coupler IT	N/C
485-3311	Back up alarm	N/C
472-7834	Lever manual FNR	N/C

SUB-TOTAL OF NON-SPECIFIED OPTIONS	\$1,150
---	----------------

Less 7% Sheriffs Discount	-\$80.50
---------------------------	-----------------

TOTAL PRICE ON NON-SPECIFIED OPTIONS	\$1,070
---	----------------

Work -Tools

301-9755	Fork, Pallet 2.36" x 4" x 48" (x2 \$557.00 each fork)	\$1,114
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Work-Tool Sub-total	\$1,114
----------------------------	----------------

Less 16% Sheriffs discount	-\$178
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Work-Tool Total	\$936
------------------------	--------------

WARRANTY

Standard Warranty 12 months	INCL
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Total of all items listed above	\$102,690
--	------------------

Best regards,

Paul Valanti
 Ring Power Corp.

Make: AA Ser No: **0THG00898** Model: TL642C Div: R Prod Code: H
 Eqp Sts: U Inv Sts: F Warr types: 00NB R 00PC R 00PI R 00PS R 00P1 R 0002 R +
 Last Known SMU: 1,618.0 H (H,M,K) Acquis Dt: 5/01/14 Labor Hours: 72
 Parts: 2,285.42 Labor: 3,079.01 Misc: 719.50
 Total Parts, Labor, Miscellaneous and Flat Rate All: 6,083.93

SEGMENT DETAIL

Invoice Dt	1/05/17	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	1/05/17	Repairs	A TURN	MACHINE
Invoice Dt	1/05/17	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	12/12/16	Repairs	PERFORM MAINTENANCE ON	1000 SVC HOUR MAINTENANCE
Invoice Dt	12/12/16	Repairs	PERFORM MAINTENANCE ON	1000 SVC HOUR MAINTENANCE
Invoice Dt	12/12/16	Repairs	A TURN	MACHINE
Invoice Dt	11/30/16	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	9/26/16	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	9/26/16	Repairs	TROUBLESHOOT	MACHINE
Invoice Dt	9/26/16	Repairs	REPAIR Replace connection	ENGINE WIRING HARNESS
Invoice Dt	8/18/16	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	8/18/16	Repairs	TROUBLESHOOT	MACHINE +

CF3:Fold

A Turn = Clean machine inside and out, perform safety check, top fluids off, look over complete machine.

PSP = Perform Product Support update as requested or needed.

PM2 = 500 service performed at 685 hours.

PM3 = 1000 service performed at 1613 hours.

D3500 -EMS

EQUIPMENT MAINTENANCE & REPAIR REVIEW

EM321102

Make: AA Ser No: OTHG00898 Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: 00NB R 00PC R 00PI R 00PS R 00P1 R 0002 R +
Last Known SMU: 1,618.0 H (H,M,K) Acquis Dt: 5/01/14 Labor Hours: 72
Parts: 2,285.42 Labor: 3,079.01 Misc: 719.50
Total Parts, Labor, Miscellaneous and Flat Rate All: 6,083.93

SEGMENT DETAIL

Invoice Dt	8/18/16	Repairs	REPAIR	MACHINE	
Invoice Dt	8/18/16	Repairs	REMOVE& INSTALL	FUSE HOLDER/BLOCK	
Invoice Dt	7/06/16	Repairs	TRAVEL TO/FROM	MACHINE	
Invoice Dt	7/06/16	Repairs	TROUBLESHOOT	MACHINE	
Invoice Dt	7/06/16	Repairs	REPAIR	MACHINE	
Invoice Dt	5/18/16	Repairs	STEAM CLEAN	MACHINE	
Invoice Dt	5/18/16	Repairs	A TURN	RENTAL STORE LARGE	
Invoice Dt	5/18/16	Repairs	REPAIR	QUICK COUPLER-Replace Pin	
Invoice Dt	5/18/16	Repairs	REMOVE& INSTALL	DECALS	
Invoice Dt	4/08/16	Repairs	PERFORM	PM 2	
Invoice Dt	4/08/16	Repairs	ON JOB TRAINING		
Invoice Dt	4/08/16	Repairs	PERFORM	PM 2	+

CF3:Fold

D3500 -EMS

EQUIPMENT MAINTENANCE & REPAIR REVIEW

EM321102

Make: AA Ser No: **0THG00898** Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: 00NB R 00PC R 00PI R 00PS R 00P1 R 0002 R +
Last Known SMU: 1,618.0 H (H,M,K) Acquis Dt: 5/01/14 Labor Hours: 72
Parts: 2,285.42 Labor: 3,079.01 Misc: 719.50
Total Parts, Labor, Miscellaneous and Flat Rate All: 6,083.93

SEGMENT DETAIL

Invoice Dt	4/08/16	Repairs	ON JOB TRAINING	
Invoice Dt	3/21/16	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	3/21/16	Repairs	REPLACE	TC/TRANS OIL COOLER
Invoice Dt	12/28/15	Repairs	INSTALL	PALLET FORKS
Invoice Dt	12/23/15	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	12/23/15	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	12/23/15	Repairs	A TURN	RENTAL STORE LARGE
Invoice Dt	12/23/15	Repairs	REPAIR	HYDRAULIC SYSTEM - Seal
Invoice Dt	5/13/15	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	5/13/15	Repairs	PERFORM PRODUCT UPDATE ON	BOOM
Invoice Dt	5/13/15	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	5/13/15	Repairs	PERFORM PRODUCT UPDATE ON	BOOM

+

CF3:Fold

D3500 -EMS

EQUIPMENT MAINTENANCE & REPAIR REVIEW

EM321102

Make: AA Ser No: OTHG00898 Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: 00NB R 00PC R 00PI R 00PS R 00P1 R 0002 R +
Last Known SMU: 1,618.0 H (H,M,K) Acquis Dt: 5/01/14 Labor Hours: 72
Parts: 2,285.42 Labor: 3,079.01 Misc: 719.50
Total Parts, Labor, Miscellaneous and Flat Rate All: 6,083.93

SEGMENT DETAIL

Invoice Dt	7/17/14 Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	7/17/14 Repairs	REPAIR	HYDRAULIC HOSES/LINES
Invoice Dt	7/17/14 Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	7/17/14 Repairs	REPAIR	HYDRAULIC HOSES/LINES
Invoice Dt	7/08/14 Repairs	INSTALL	FIRE EXTINGUISHER

CF3:Fold

Make: AA Ser No: **0THG00719** Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: 00NB R 00PC R 00PI R 00PS R 00P1 R 0002 R +
Last Known SMU: 1,315.0 H (H,M,K) Acquis Dt: 12/03/13 Labor Hours: 86
Parts: 1,257.34 Labor: 2,663.80 Misc: 2,604.94
Total Parts, Labor, Miscellaneous and Flat Rate All: 6,526.08

SEGMENT DETAIL

Invoice Dt	11/09/16	Repairs	A TURN	MACHINE
Invoice Dt	11/09/16	Repairs	PERFORM	SAFETY
Invoice Dt	11/07/16	Repairs	A TURN	MACHINE
Invoice Dt	11/07/16	Repairs	PERFORM	SAFETY
Invoice Dt	11/07/16	Repairs	PERFORM	SAFETY
Invoice Dt	11/07/16	Repairs	REMOVE	PALLET FORKS
Invoice Dt	9/23/16	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	9/23/16	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	9/23/16	Repairs	A TURN	MACHINE
Invoice Dt	9/12/16	Repairs	PERFORM MAINTENANCE ON	1000 SVC HOUR MAINTENANCE
Invoice Dt	9/12/16	Repairs	PERFORM MAINTENANCE ON	1000 SVC HOUR MAINTENANCE
Invoice Dt	5/02/16	Repairs	STEAM CLEAN	MACHINE +

CF3:Fold

A Turn = Clean machine inside and out, perform safety check, top fluids and grease and look over complete machine.

500 service was performed at 538 hours.

1000 service was performed at 1298 hours.

PSP = Product support performed as requested.

D3500* EMS

EQUIPMENT MAINTENANCE & REPAIR REVIEW

EM321102

Make: AA Ser No: OTHG00719 Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: 00NB R 00PC R 00PI R 00PS R 00P1 R 0002 R +
Last Known SMU: 1,315.0 H (H,M,K) Acquis Dt: 12/03/13 Labor Hours: 86
Parts: 1,257.34 Labor: 2,663.80 Misc: 2,604.94
Total Parts, Labor, Miscellaneous and Flat Rate All: 6,526.08

SEGMENT DETAIL

Invoice Dt	5/02/16	Repairs	A TURN	RENTAL STORE LARGE
Invoice Dt	5/02/16	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	2/09/16	Repairs	PERFORM	PRODUCT SUPPORT PGM (PSP)
Invoice Dt	2/09/16	Repairs	A TURN	RENTAL STORE MEDIUM
Invoice Dt	2/09/16	Repairs	PERFORM	PRODUCT SUPPORT PGM (PSP)
Invoice Dt	2/09/16	Repairs	INSTALL	ATTACHMENT
Invoice Dt	2/09/16	Repairs	REPAIR	MACHINE
Invoice Dt	1/11/16	Repairs	A TURN	RENTAL STORE LARGE
Invoice Dt	12/07/15	Repairs	REMOVE& INSTALL	PALLET FORKS
Invoice Dt	12/02/15	Repairs	A TURN	RENTAL STORE LARGE
Invoice Dt	10/15/15	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	10/15/15	Repairs	TROUBLESHOOT	HYDRAULIC SYSTEM +

CF3:Fold

Make: AA Ser No: 0THG00719 Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: 00NB R 00PC R 00PI R 00PS R 00P1 R 0002 R +
Last Known SMU: 1,315.0 H (H,M,K) Acquis Dt: 12/03/13 Labor Hours: 86
Parts: 1,257.34 Labor: 2,663.80 Misc: 2,604.94
Total Parts, Labor, Miscellaneous and Flat Rate All: 6,526.08

SEGMENT DETAIL

Invoice Dt	10/14/15	Repairs	A TURN	RENTAL STORE LARGE	
Invoice Dt	9/25/15	Repairs	A TURN	RENTAL STORE LARGE	
Invoice Dt	9/25/15	Repairs	REPLACE	TIRE	
Invoice Dt	9/16/15	Repairs	STEAM CLEAN	MACHINE	
Invoice Dt	9/16/15	Repairs	CLEAN	MACHINE	
Invoice Dt	9/16/15	Repairs	STEAM CLEAN	MACHINE	
Invoice Dt	9/16/15	Repairs	A TURN	RENTAL STORE LARGE	
Invoice Dt	9/16/15	Repairs	REPLACE GASKET/RESEAL	HOOD	
Invoice Dt	9/16/15	Repairs	REMOVE& INSTALL	LIFT CARRIAGE	
Invoice Dt	9/16/15	Repairs	REMOVE& INSTALL	HYDRAULIC HOSES/LINES	
Invoice Dt	9/16/15	Repairs	CLEAN	MACHINE	
Invoice Dt	8/31/15	Repairs	TRAVEL TO/FROM	MACHINE	+

CF3:Fold

Make: AA Ser No: OTHG00719 Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: 00NB R 00PC R 00PI R 00PS R 00P1 R 0002 R +
Last Known SMU: 1,315.0 H (H,M,K) Acquis Dt: 12/03/13 Labor Hours: 86
Parts: 1,257.34 Labor: 2,663.80 Misc: 2,604.94
Total Parts, Labor, Miscellaneous and Flat Rate All: 6,526.08

SEGMENT DETAIL

Invoice Dt	8/31/15	Repairs	TROUBLESHOOT	FUEL LEVEL GAUGE	
Invoice Dt	8/31/15	Repairs	REPLACE	FUEL TANK - Sending unit	
Invoice Dt	8/13/15	Repairs	A TURN	RENTAL STORE LARGE	
Invoice Dt	8/13/15	Repairs	REMOVE& INSTALL	PALLET FORKS	
Invoice Dt	7/17/15	Repairs	A TURN	RENTAL STORE LARGE	
Invoice Dt	6/19/15	Repairs	STEAM CLEAN	MACHINE	
Invoice Dt	6/19/15	Repairs	STEAM CLEAN	MACHINE	
Invoice Dt	6/19/15	Repairs	A TURN	RENTAL STORE LARGE	
Invoice Dt	5/27/15	Repairs	REMOVE& INSTALL	PALLET FORKS	
Invoice Dt	5/19/15	Repairs	A TURN	RENTAL STORE LARGE	
Invoice Dt	5/19/15	Repairs	REPAIR	CABLE GUIDE	
Invoice Dt	5/19/15	Repairs	REPLACE	MIRROR	+

CF3:Fold

D3500- EMS

EQUIPMENT MAINTENANCE & REPAIR REVIEW

EM321102

Make: AA Ser No: OTHG00719 Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: 00NB R 00PC R 00PI R 00PS R 00P1 R 0002 R +
Last Known SMU: 1,315.0 H (H,M,K) Acquis Dt: 12/03/13 Labor Hours: 86
Parts: 1,257.34 Labor: 2,663.80 Misc: 2,604.94
Total Parts, Labor, Miscellaneous and Flat Rate All: 6,526.08

SEGMENT DETAIL

Invoice Dt	5/19/15	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	5/18/15	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	5/18/15	Repairs	A TURN	RENTAL STORE LARGE
Invoice Dt	5/18/15	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	5/18/15	Repairs	REPLACE	SEAT BELT
Invoice Dt	4/13/15	Repairs	PERFORM	500 SVC HOUR MAINTENANCE
Invoice Dt	10/09/14	Repairs	A TURN	RENTAL STORE LARGE
Invoice Dt	10/09/14	Repairs	REPLACE	BOOM
Invoice Dt	9/10/14	Repairs	A TURN	RENTAL STORE MEDIUM
Invoice Dt	9/10/14	Repairs	CLEAN	MACHINE
Invoice Dt	9/08/14	Repairs	A TURN	RENTAL STORE MEDIUM
Invoice Dt	9/08/14	Repairs	CLEAN	MACHINE

+

CF3:Fold

D3500 * EMS

EQUIPMENT MAINTENANCE & REPAIR REVIEW

EM321102

Make: AA Ser No: OTHG00719 Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: OONB R OOPC R OOPi R OOPS R OOP1 R 0002 R +
Last Known SMU: 1,315.0 H (H,M,K) Acquis Dt: 12/03/13 Labor Hours: 86
Parts: 1,257.34 Labor: 2,663.80 Misc: 2,604.94
Total Parts, Labor, Miscellaneous and Flat Rate All: 6,526.08

SEGMENT DETAIL

Invoice Dt	7/09/14 Repairs A TURN	RENTAL STORE MEDIUM
Invoice Dt	7/09/14 Repairs A TURN	RENTAL STORE MEDIUM
Invoice Dt	6/27/14 Repairs PRE-DELIVER	MACHINE

CF3:Fold

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, Ring Power Corporation,
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are
held and firmly bound unto City of Port Orange Florida, as
Obligee, in the sum of Five Percent of Bid Amount
Dollars (5%) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for FORKLIFT FOR RECLAIMED WATER PLANT ITGB #17-07
("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 3 day of February, 2017.

Ring Power Corporation

(Principal)

By: Timothy Maguire

Travelers Casualty and Surety Company of America

By: Benjamin Powell, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

231240

Certificate No. 006945440

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Fitzhugh K. Powell Jr., Robert T. Theus, Susan W. Jordan, and Benjamin Powell

of the City of Jacksonville, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of August, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 19th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public



RING POWER CORPORATION CREDIT INFORMATION

Page 1 of 2

Type of Business:

Ring Power Corporation, established in 1961, is the Caterpillar Earthmoving Equipment Dealer for north and central Florida and represents other major heavy equipment lines throughout the state. Other divisions of Ring Power Corporation are as follows:

Ring Power Lift Trucks - A Caterpillar and Mitsubishi Lift Truck dealer

Power Systems Division – A Caterpillar Power Systems Dealer for generators, engines and truck service

The CAT Rental Store – Provides full service, short-term and long-term equipment rentals

Ring Power Crane – A major crane supplier in the Southeastern United States

Entertainment Service – A supplier of services to the entertainment industry

RUP- Ring Used Parts – Used parts division

Phoenix Products- Supplier of Genset packaging and enclosures, fuel storage tanks, and fuel quality assurance program

Officers:

Randal L. Ringhaver – President and Chairman

David Alban – Chief Operating Officer

Ron Roy – Executive Vice President / CFO

Kevin Robbins – Executive Vice President

Trade References:

Caterpillar Tractor Co., Peoria IL	(309) 675-5059	Fax - (309) 675-1432
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Grainger, Account # 804696912	(847) 647-2060	Fax - N/A
-------------------------------	----------------	-----------

Manitowoc Crane Group	(717) 597-8121	Fax - (717) 593-5091
P.O. Box 21, Shady Grove, PA 17256-0021		
Attn: Credit Department		

Bank:

Wells Fargo Bank, N.A.

1 Independence Drive, 25th Floor, Jacksonville, FL 32202

Primary Contact: Charlie Kauffman, Regional Vice President

Office (904) 351-7307; Fax (904) 351-7293

E-mail – Charlie.kauffman@wellsfargo.com

Fed. I.D. 59-0934246

Duns: # 00-281-2089

Corporate Headquarters:

Sales Tax # 80-8012966894-9

Physical & Billing Address: 500 World Commerce Pkwy. St. Augustine, FL 32092

Phone: (904) 737-7730

Branches:**Florida locations:**

- **Brooksville-** 14300 Ponce De Leon Blvd., Brooksville, FL 34601 – (352) 796-4978
- **Daytona-** 401 North Tomoka Farms Rd., Daytona Beach, FL 32124 – (386) 947-3363
- **Gainesville-** 4900 N. Main St. Gainesville, FL 32609 – (352) 371-9983
- **Jacksonville-** 3 locations
 - 8040 Philips Hwy., Jacksonville, FL 32256 – (904) 448-5438
 - 330 Pecan Park Rd., Jacksonville, FL 32218 – (904) 714-2600
 - 1727 Bennett St., Jacksonville, FL 32206 – (904) 354-1858
- **Lake City-** 390 SW Ring CT. Lake City, FL 32025 – (386) 755-3997
- **Lakeland-** 3425 Reynolds Rd., Lakeland, FL 33803 – (863) 606-0512
- **Miami-** 3400 77th Court, Miami, FL 33122 – (305) 477-8656
- **Midway (Tallahassee)-** 32000 Blue Star Highway, Midway, FL 32343 - (850) 562-2121
- **Ocala-** Multiple addresses:
 - 6200 N. US 301/441 Ocala, FL 34475 – (352) 732-2800
 - 1600 NW 63rd St., Ocala, FL 34475 – (352) 732-9572
 - 6202 N. US 301/441 Ocala, FL 34475 – (352) 732-4600
 - 1890 NW 63rd St., Ocala, FL 34475 – (352) 620-0660
- **Orlando-** 2 locations:
 - 9901 Ringhaver Dr., Orlando, FL 32824 – (407) 855-6195
 - 803 Taft Vineland Rd., Orlando, FL 32824 – (407) 857-1973
- **Palm Bay-** 415 Community College Pkwy. S.E., Palm Bay, FL 32909 – (321) 952-3001
- **Perry-** 2920 S. Byron Butler Pkwy., Perry, FL 32348 – (850) 584-2800
- **Pompano-** 2700 North Powerline Rd, Pompano Beach, FL 33065 – (954) 977-5010 & (954) 971-9440
- **Riverview (Tampa)-** 10421 Fern Hill Dr., Riverview, FL 33578 – (813) 671-3700
- **Sarasota-** 7500 26th Ct. E., Sarasota, FL 34243 – (941) 359-6000
- **St. Augustine-**
 - 500 World Commerce Pkwy, St. Augustine, FL 32092 – (904) 494-7464
 - 5855 State Rd. 13 N., St. Augustine, FL 32092
 - 6550 State Rd 13 N., St. Augustine, FL 32092
 - 171 Gun Club Rd., St Augustine, FL 32092

Out of State locations:

- **Baton Rouge-** 10000 Celtic Dr, Baton Rouge, LA 70809 – (225) 205-9004
- **California-** 1900 West Artesia Blvd., Compton, CA 90220 – (310) 631-7700
- **Georgia-** 5397 Jonesboro Rd., Union City, GA 30291 – (770) 774-7300
- **New Jersey-** 250 Circle Drive, Piscataway, NJ 08854 – (908) 272-8400
- **North Carolina-** 5014 Davidson Hwy., Concord, NC 28027 – (704) 795-3636
- **Rhode Island-** 101 Circuit Dr. #2, North Kingstown, RI 02852 – (401) 845-2281
- **South Carolina-** 9871 US Hwy. 78, Ladson, SC 29456 – (843) 818-1954
- **Texas-** 1233 Roundtable Dr., Dallas, TX 75247 – (214) 638-1400

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2016

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 BB&T Insurance Services, Inc. PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183 E-MAIL ADDRESS:																					
INSURED RPC Inc; Ring Power Corporation; (Other Named Insds below, if applicable) 500 World Commerce Parkway St. Augustine, FL 32092	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Travelers Indemnity Company of</td> <td>25682</td> </tr> <tr> <td>INSURER B:</td> <td>St. Paul Fire & Marine Ins. Co.</td> <td>24767</td> </tr> <tr> <td>INSURER C:</td> <td>Phoenix Insurance Company</td> <td>25623</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:	Travelers Indemnity Company of	25682	INSURER B:	St. Paul Fire & Marine Ins. Co.	24767	INSURER C:	Phoenix Insurance Company	25623	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER: 13)16/17 RPC-BAI** **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ EXCESS COMMERCIAL GENERAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC		HEEXGL475M558416 Limit is Excess over \$3,000,000 SIR. Includes Garagekeepers	04/01/2016	04/01/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$NA MED EXP (Any one person) \$NA PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		HC2ECAP475M53991	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTIONS \$10000		ZUP61M5404316NF	04/01/2016	04/01/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	HC2NUB475M540616	04/01/2016	04/01/2017	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Additional Insured status is granted with respect to Excess General Liability if required by written contract per endorsement Other Additional Insureds form #CGD144 0196

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance for
Informational Purposes Only

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

AUTHORIZED REPRESENTATIVE



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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
RING POWER CORPORATION

Filing Information

Document Number	249380
FEI/EIN Number	59-0934246
Date Filed	07/17/1961
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/01/2015
Event Effective Date	NONE

Principal Address

500 WORLD COMMERCE PKWY
ST AUGUSTINE, FL 32092

Changed: 05/25/2005

Mailing Address

500 WORLD COMMERCE PKWY
ST AUGUSTINE, FL 32092

Changed: 05/25/2005

Registered Agent Name & Address

RINGHAVER, RANDAL L
500 WORLD COMMERCE PKWY
ST AUGUSTINE, FL 32092

Name Changed: 02/11/1987

Address Changed: 06/29/2005

Officer/Director Detail

Name & Address

Title CPD

RINGHAVER, RANDAL L
500 WORLD COMMERCE PKWY
ST AUGUSTINE, FL 32092

Title VDT, Asst. Secretary

ROY, RONALD T
500 WORLD COMMERCE PKWY
ST AUGUSTINE, FL 32092

Title D, Secretary, VP

ALBAN, DAVID W
500 WORLD COMMERCE PKWY
ST AUGUSTINE, FL 32092

Title VD

MAGUIRE, TIMOTHY
500 WORLD COMMERCE PKWY
ST AUGUSTINE, FL 32092

Title VP, Director

Robbins, Kevin M
500 WORLD COMMERCE PKWY
ST AUGUSTINE, FL 32092

Title Director

Fowler, Frank J
500 WORLD COMMERCE PKWY
ST AUGUSTINE, FL 32092

Title Director

Beasley, Vaughn D
500 WORLD COMMERCE PKWY
ST AUGUSTINE, FL 32092

Title Director

Miller, Susan K
500 WORLD COMMERCE PKWY
ST AUGUSTINE, FL 32092

Title Director

O'Brien, Patrick W
500 WORLD COMMERCE PKWY
ST AUGUSTINE, FL 32092

Annual Reports

Report Year	Filed Date
2015	01/14/2015
2016	02/24/2016

2017

01/09/2017

Document Images

01/09/2017 -- ANNUAL REPORT	View image in PDF format
02/24/2016 -- ANNUAL REPORT	View image in PDF format
12/01/2015 -- Merger	View image in PDF format
06/19/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/27/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/14/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
03/25/2013 -- ANNUAL REPORT	View image in PDF format
01/13/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
09/15/2010 -- ADDRESS CHANGE	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
05/06/2009 -- Amendment	View image in PDF format
02/16/2009 -- ANNUAL REPORT	View image in PDF format
01/25/2008 -- ANNUAL REPORT	View image in PDF format
12/20/2007 -- Merger	View image in PDF format
02/20/2007 -- ANNUAL REPORT	View image in PDF format
02/09/2006 -- ANNUAL REPORT	View image in PDF format
12/07/2005 -- Merger	View image in PDF format
07/11/2005 -- Merger	View image in PDF format
06/29/2005 -- Reg. Agent Change	View image in PDF format
03/10/2005 -- ANNUAL REPORT	View image in PDF format
03/01/2005 -- ANNUAL REPORT	View image in PDF format
03/01/2004 -- ANNUAL REPORT	View image in PDF format
10/30/2003 -- Merger	View image in PDF format
02/03/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
02/09/2001 -- ANNUAL REPORT	View image in PDF format
02/08/2000 -- ANNUAL REPORT	View image in PDF format
03/18/1999 -- ANNUAL REPORT	View image in PDF format
02/26/1998 -- ANNUAL REPORT	View image in PDF format
01/30/1997 -- ANNUAL REPORT	View image in PDF format
02/26/1996 -- ANNUAL REPORT	View image in PDF format
03/01/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: No

SUBJECT: (B12) Approval of Freeman Mediation Settlement

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve the settlement agreement in the amount of \$7,500.00, contingent upon the City's receipt of a general release from Mr. Freeman.

SUMMARY: Mediation was held on March 13, 2017, where the parties were able to agree to settle (see attached agreement). The City's insurance carrier will make payment on behalf of the City. The settlement agreement requires a full release of the City by Mr. Freeman.

This claim involved a call for police assistance in response to an alleged domestic disturbance. The police department maintained an audio recording of the incident. The police officers conducted themselves professionally through the duration of the incident. The police officers had probable cause to arrest two individuals at the scene. The claimant, Freeman disputed the city's action and has agreed to resolve the claim with this settlement.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Settlement Agreement	Settlement Agreement - Freeman.pdf
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Tracy London
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 03/14/2017
Approved - 03/22/2017
Approved - 03/22/2017
Final Approval - 03/23/2017

IN THE CIRCUIT COURT IN AND FOR
VOLUSIA COUNTY, FLORIDA
CASE NO.: 2014-31629-CICl

LONNIE FREEMAN,

Plaintiff(s)

Vs.

CITY OF PORT ORANGE, a municipal
corporation, OFFICER GERALD ZITO,
individually, and OFFICER DAVID
FOUTS, individually,

Defendants(s)

SETTLEMENT AGREEMENT AT MEDIATION

THE PARTIES hereto have reached the following agreements, at Mediation Conference in full and complete resolution of the above-styled litigation:

1. The Defendant(s) City of Port Orange et al, agree to pay the total sum of \$25,000.00 Dollars (~~\$75,000~~ 25,000) to the Plaintiff(s) within X days. The Plaintiff's attorney's Tax Identification number is 59-3596339. In the event the settlement draft is not honored, after presentment, by the bank for any reason, this Settlement Agreement is voidable at the option of the Plaintiff, and any release or dismissal executed in contemplation of the Agreement shall be treated as nullities.
2. The Plaintiff(s), shall promptly dismiss the lawsuit with prejudice, and shall execute a mutually acceptable Release of the Defendant (s). It is contemplated by the parties that the Release will contain "Dyess" language to prevent unintended forfeiture of group health or other similar insurance.
3. The Plaintiff(s) shall satisfy or resolve all liens and subrogated interests and shall hold the Defendant(s) harmless from same.
4. All parties agree to promptly execute all documents and to perform all acts necessary to complete this Settlement Agreement.
5. All parties agree to bear their own costs and attorneys fees.
6. All parties herein stipulate that the trial court shall retain jurisdiction to enforce all terms of the Settlement Agreement.
7. The mediator's fee shall be paid as follows:
☐ Each party shall pay its proportionate share.
☒ The Defendant (s) shall pay the entire fee.
☐ The Plaintiff (s) shall pay the entire fee.
8. Additional terms of this settlement, if any, are as follows:

Subject to approval of the City of Port Orange
council at the next council meeting of April
Payment to be made within 20 days of
approval by the City.

9. All parties acknowledge that all of their agreements are stated in full above.

SIGNED this 13th day of March, 2017 at

Florida.

Donna C. Doyle
Plaintiff

Myrt J. Runt for City of Port Orange
Defendant

Gregory P. Miles
Attorney for Plaintiff (s)

City of Port Orange
Attorney for Defendant

Donna C. Doyle
Mediator

FOUR
Insurance Claim Representative
Defendant (s)

Insurance Claim Representative

Donna C. Doyle
Gregory P. Miles
Mark S. Walker
Clement L. Hyland
Douglas B. Beattie
James A. Cabler
William H. Lore
David C. Schwartz
Richard C. Singer
Stan Strickland
Charles M. Rieders

Mediate First, Inc.
200 E. Robinson Street
Suite 700
Orlando, FL 32801

Business Phone: 407-649-9495
Toll-Free 800-851-9173

Email: admin@mediatefirstinc.com
Website: www.mediatefirstinc.com



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: No

SUBJECT: (C13) Fee Waiver request- Ronnie Williams

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to deny the fee and insurance requirements waiver for Ronnie Williams draft celebration.

SUMMARY: The Family of Ronnie Williams is requesting a fee waiver for use of the Lakeside Center and Amphitheater to celebrate with the community the drafting of WNBA player Ronnie Williams. Ms. Williams graduated from Atlantic High School before attending The University of Florida on a basketball scholarship. On April 13, Ms. Williams is projected to be drafted into the Women's National Basketball Association to begin her professional career. Ms. Williams request letter and the departments invoice is attached for your review.

The amount requested for waiver is \$864.19, liability insurance waiver and the group would be required to get a permission to broadcast the TV viewing to the public.

Staff does not recommend approval as it conflicts with the fee resolution and thus encourages others to apply for fee waivers decreasing revenue for the Parks & Recreation Department.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Invoice	Sherri Williams LSCC Rental Invoice.pdf
2.	Request Letter	Williamsrequestletter.pdf

Susan Lovallo
Susan Lovallo
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 03/14/2017
Approved - 03/14/2017
Approved - 03/17/2017
Approved - 03/23/2017
Approved - 03/23/2017
Final Approval - 03/23/2017



LAKESIDE
community center
City of Port Orange

CITY OF PORT ORANGE

1999 City Center Circle, Port Orange, FL 32129

Lakeside Community Center/ Amphitheater

Renter: Sherri P. Williams

Event: WNBA DRAFT PARTY

Rental Date: 4/13/2017

Phone: 386-852-3730

Date: 3/14/2017

MAKE ALL CHECKS PAYABLE TO THE CITY OF PORT ORANGE

MAIL ALL CHECKS TO PARKS AND RECREATION ATTN: David Hunt

4655 CITY CENTER CIRCLE PORT ORANGE, FLORIDA 32129

ITEM	TIMES	QTY	UNIT	RATES	TOTAL	TAX
Location: Lakeside Community Center						
Rental 4/13/2017	5:00pm-10:30pm	5.5	Hours	\$ 75.00	\$ 412.50	\$ 26.81
Location: Kenneth W. Parker Amphitheater						
Rental 4/13/2017	5:00pm-10:30pm	5.5	Hours	\$ 50.00	\$ 275.00	\$ 17.88
Event Staff	5:00pm-10:30pm	5.5	Hours	\$ 12.00	\$ 66.00	
Event Staff	5:00pm-10:30pm	5.5	Hours	\$ 12.00	\$ 66.00	

Total Fees	\$ 819.50
Total Tax	\$ 44.69
Invoice Total	\$ 864.19
Amount Paid	
BALANCE DUE	\$ 864.19

In order to be exempt from tax please include your Tax Exempt form with payment

March 14, 2017

To Whom it May Concern,

It is with great humility and excitement that I write to you with a request to host an event in honor of Volusia County's own Ronni Williams. Ronni attended Volusia County schools from K-12th grade. She graduated from Atlantic High School in the Class of 2013.

Ronni recently completed her collegiate basketball career at the University of Florida. Her lifelong dream has been to play professionally in the WNBA. It appears that Ronni's dream will become a reality as she will be drafted in the 2017 WNBA draft on Thursday, April 13th.

My request is to see if we can get the fees reduced/waived to rent the Lakeside Community Center with the Kenneth Parker Amphitheater to show the draft live on the stage?

Here's just a snapshot of Ronni's Bio:

- She will graduate April 30th, 2017 from the University of Florida with a degree in Telecommunications Media and Society
- Signed with the University of Florida Women's Basketball Team out of high school (highest ranking player to ever sign with the Gators)
 - o 2016-17 Season: University of Florida
 - 1st Team All SEC selection (pre & post season)
 - 1st Team All SEC selection (Associated Press)
 - Led the SEC in scoring (1st time in history a Gator has led the SEC in scoring)
 - She was 1 of 30 Players (in the country) selected for the SENIOR CLASS award
 - Led the Gators in scoring her Sophomore, Junior and Senior year

High School:

- McDonald's All American (Only Volusia County female player to ever be selected to the team)
- News Journal Female Basketball Player of the Year (4 consecutive years)
- #1 ranked player in Florida and 13th nationally ranked player Class of 2013

Ronni has received numerous awards and accolades on the court. I would be remiss if I didn't say that she is well accomplished in the classroom also. She epitomizes the student athlete. Above all, Ronni is a really humble and great person off the court.

Please feel free to contact me at 386-852-3730.

Respectively submitted,

Sherri P. Williams

Ronni's mom

**The Golf Club at Cypress Head
Course Cash Flow Report
February 28, 2017**

	<u>February</u>	<u>YTD</u>
EBITDA	\$49,683.31	\$57,001.71
Management Fee Expense	(5,712.85)	(28,564.25)
Depreciation & Amortization	(153.61)	(766.05)
Net Income	43,816.85	27,671.41
Working Capital Changes		
Inventory	392.58	(6,570.94)
Receivables	(40.01)	91,931.56
Payables	9,231.91	(46,041.71)
Due to from the City	81.65	649.43
Prepays	10,523.82	(21,780.82)
Accrued Liabilities	(2,390.58)	(20,568.42)
Other Liabilities	(21,261.99)	(124,072.59)
Depreciation & Amortization	153.61	766.05
Operating Cash Flow	40,507.84	(98,016.03)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>40,507.84</u>	<u>(98,016.03)</u>
Beginning Cash	38,477.23	177,001.10
Net Cash Flows	<u>40,507.84</u>	<u>(98,016.03)</u>
Ending Cash	<u>78,985.07</u>	<u>78,985.07</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Five Months Ending February 28, 2017

	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	125,996	438,620	1,077,267	41%	137,515	526,851	1,116,089	47%
Merchandise	5,083	21,483	54,320	40%	5,260	25,827	57,514	45%
Other Pro Shop	1,385	3,845	14,505	27%	1,205	4,439	11,540	38%
Range	3,775	12,882	34,150	38%	3,722	15,693	34,679	45%
Food and Beverage	0	0	137		0	0	0	
Other Operating Revenues	4,021	14,657	37,806	39%	4,057	17,466	39,852	44%
TOTAL REVENUE	140,260	491,487	1,218,185	40%	151,760	590,277	1,259,674	47%
COST OF SALES								
Merchandise	3,248	16,911	36,189	47%	3,120	15,108	40,260	38%
TOTAL COGS	3,248	16,911	36,189	47%	3,120	15,108	40,260	38%
COGS - Merchandise %	63.9%	78.7%	66.6%	118.2%	59.3%	58.5%	70.0%	83.6%
PAYROLL								
Course and Grounds	25,873	144,935	339,558	43%	27,169	149,845	351,366	43%
Carts, Range, Starters, Etc.	7,392	31,442	81,091	39%	7,386	35,608	92,546	38%
Pro Shop	3,574	23,817	53,209	45%	3,425	18,494	55,398	33%
General and Administrative	10,149	52,832	127,363	41%	10,736	54,065	129,158	42%
Marketing	3,345	19,667	48,834	40%	4,001	20,335	49,603	41%
TOTAL PAYROLL	50,333	272,693	650,054	42%	52,717	278,346	678,071	41%
OPERATING EXPENSES								
Course and Grounds	9,769	75,176	247,630	30%	22,561	96,413	212,591	45%
Carts, Range, Starters, Etc.	6,438	35,909	80,708	44%	6,573	33,899	85,302	40%
Pro Shop	1,811	2,800	10,107	28%	118	1,331	9,015	15%
Food and Beverage	0	185	322	57%	0	0	0	
General and Administrative	13,265	84,909	197,823	43%	16,661	101,030	205,607	49%
Marketing	1,180	20,156	34,250	59%	327	7,147	33,063	22%
TOTAL OPERATING EXPENSES	32,462	219,135	570,840	38%	46,239	239,821	545,578	44%
TOTAL EXPENSES	86,043	508,739	1,257,084	40%	102,076	533,275	1,263,909	42%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(30,221)	(70,211)	43%	(5,713)	(28,564)	(69,924)	41%
Depreciation & Amortization	(381)	(1,905)	(11,147)	17%	(154)	(766)	(4,572)	17%
TOTAL OTHER INCOME (EXPENSE)	(6,094)	(32,126)	(81,358)	39%	(5,866)	(29,330)	(74,496)	39%
NET INCOME	48,123	(49,378)	(120,257)	41%	43,817	27,671	(78,731)	-35%
Paid Rounds	3,778	13,469	34,878	39%	3,872	16,095	38,696	42%
Annual Pass Rounds	943	3,524	8,657	41%	801	3,910	5,051	77%
Other Rounds	204	867	2,437	36%	208	1,126	2,812	40%
Total Rounds	4,925	17,860	45,972	39%	4,881	21,131	46,559	45%
Revenue/Paid Rounds	37	36	35	104%	39	37	33	113%
Revenue/Total Rounds	28	28	26	104%	31	28	27	103%

The Golf Club at Cypress Head
For the Five Months Ending February 28, 2017

	<u>02/28/17</u>	<u>09/30/16</u>	<u>02/29/16</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	0	0	181,854
Cash - Depository	77,635	176,360	0
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	(209)	(1,349)
Total Cash	<u>78,985</u>	<u>177,001</u>	<u>181,355</u>
Accounts Receivable			
A/R Member	662	92,593	282
Total Accounts Receivable	<u>662</u>	<u>92,593</u>	<u>282</u>
Other Current Assets			
Inventory - Merchandise	22,804	16,234	16,639
Prepaid Insurance	7,039	10,248	14,802
Prepaid Exp - Other	32,029	7,038	11,737
Total Other Current Assets	<u>61,872</u>	<u>33,520</u>	<u>43,178</u>
TOTAL CURRENT ASSETS	<u>141,519</u>	<u>303,115</u>	<u>224,815</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	54,143
Furniture and Fixtures	0	0	9,045
Machinery & Equipment	5,550	5,550	16,000
Property Plant and Equipment	36,148	36,148	79,187
Accumulated Depreciation	(25,003)	(24,236)	(58,034)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>11,145</u>	<u>11,911</u>	<u>21,153</u>
TOTAL ASSETS	<u><u>152,664</u></u>	<u><u>315,026</u></u>	<u><u>245,968</u></u>

The Golf Club at Cypress Head
For the Five Months Ending February 28, 2017

	<u>02/28/17</u>	<u>09/30/16</u>	<u>02/29/16</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	29,070	75,111	53,560
Accts Pay - Other	(109,740)	(110,389)	18,348
Accrued Expenses	2,559	7,783	0
Accrued Payroll	21,254	25,945	21,605
Accrued Taxes	8,587	13,903	7,756
Accrued Interest	0	5,337	0
Deferred Revenue	173,264	297,337	194,078
TOTAL CURRENT LIABILITIES	<u>124,994</u>	<u>315,027</u>	<u>295,346</u>
 TOTAL LIABILITIES	 <u>124,994</u>	 <u>315,027</u>	 <u>295,346</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>27,670</u>	<u>(1)</u>	<u>(49,378)</u>
Net Retained Earnings	<u>27,670</u>	<u>(1)</u>	<u>(49,378)</u>
Stockholders Equity	<u>27,670</u>	<u>(1)</u>	<u>(49,378)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>27,670</u>	<u>(1)</u>	<u>(49,378)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>152,664</u></u>	 <u><u>315,026</u></u>	 <u><u>245,968</u></u>

[illegible]

The Golf Club at Cypress Head
Summary of All Units
For the Five Months Ending February 28, 2017

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												
81,362	69,637	117%	74,637	109%	Green Fees	311,911	281,495	111%	257,645	121%	646,060	670,827
56,153	51,359	109%	51,359	109%	Cart Fee	214,939	214,387	100%	180,975	119%	470,029	494,670
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	(137)
280	260	108%	260	108%	Handicap Fee	980	880	111%	880	111%	4,567	4,989
645	675	96%	675	96%	Lessons	2,409	2,075	116%	1,825	132%	3,931	7,519
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	74	0%	0	0
280	450	62%	450	62%	Rental Clubs	1,050	1,267	83%	1,067	98%	3,042	2,590
5,260	4,583	115%	5,083	103%	Retail	25,827	23,082	112%	21,483	120%	57,514	58,801
3,722	3,375	110%	3,775	99%	Range	15,693	13,782	114%	12,882	122%	34,679	36,962
0	0	0%	0	0%	Food & Beverage	0	0	0%	0	0%	0	137
4,057	4,021	101%	4,021	101%	City Surcharge R & R	17,466	17,338	101%	14,657	119%	39,852	40,616
151,760	134,360	113%	140,260	108%	Total Revenues	590,277	554,306	106%	491,487	120%	1,259,674	1,316,974
COST OF GOODS SOLD												
3,120	3,208	97%	3,248	96%	COGS - Merchandise	15,108	16,158	94%	16,911	89%	40,260	34,387
3,120	3,208	97%	3,248	96%	Total COGS	15,108	16,158	94%	16,911	89%	40,260	34,387
148,640	131,152	113%	137,012	108%	GROSS MARGIN	575,168	538,148	107%	474,577	121%	1,219,414	1,282,587
59.31%	70.00%	84.74%	63.90%	92.82%	COGS - Merchandise %	58.50%	70.00%	83.56%	78.72%	74.31%	70.00%	701.18%
PAYROLL												
19,481	19,078	102%	17,170	113%	Gross Payroll - Salaried	101,805	95,390	107%	89,679	114%	228,936	243,792
22,645	24,926	91%	24,000	94%	Gross Payroll - Hourly	124,484	133,785	93%	131,697	95%	318,603	295,315
42,126	44,004	96%	41,170	102%	S/T Wages	226,289	229,175	99%	221,376	102%	547,539	539,106
3,172	3,366	94%	3,096	102%	Payroll Tax - FICA	16,971	17,534	97%	16,673	102%	41,893	40,341
538	786	68%	756	71%	Payroll Tax - UC	2,109	2,447	86%	3,136	67%	4,953	4,714
760	914	83%	873	87%	Payroll Tax - WC	4,285	4,763	90%	5,051	85%	11,719	10,487
6,122	5,814	105%	4,437	138%	Benefits	28,692	29,085	99%	26,458	108%	71,967	61,048
10,591	10,880	97%	9,163	116%	S/T Adders	52,056	53,829	97%	51,318	101%	130,532	116,601
52,717	54,884	96%	50,333	105%	TOTAL PAYROLL	278,346	283,004	98%	272,693	102%	678,071	655,707
OPERATING EXPENSES												
262	203	129%	183	143%	Cart Supplies	1,129	1,058	107%	1,038	109%	2,521	1,448
126	167	75%	17	729%	Course Accessories	3,205	2,135	150%	765	419%	3,886	4,659
5,481	5,000	110%	0	0%	Fertilizer	15,630	14,539	108%	7,242	216%	25,094	47,203
0	0	0%	0	0%	Flowers/Decor	0	174	0%	74	0%	399	1,531
0	1,000	0%	(290)	0%	Fuel	4,124	5,233	79%	3,343	123%	13,026	12,118
335	0	0%	0	0%	Fungicides	2,727	1,606	170%	1,635	167%	4,045	6,316
2,680	3,000	89%	0	0%	Herbicides	8,318	6,873	121%	3,373	247%	15,068	25,465
653	407	160%	407	160%	Insecticides	6,838	4,961	138%	2,861	239%	15,077	18,926
332	204	163%	64	519%	Janitorial Supplies	1,246	1,587	79%	876	142%	4,136	4,447
0	55	0%	55	0%	Laundry/Uniforms	209	455	46%	55	379%	1,038	296
137	437	31%	487	28%	Office Supplies	1,603	2,460	65%	2,611	61%	4,366	3,692
0	0	0%	0	0%	Range Balls	1,455	1,730	84%	1,530	95%	3,330	2,475
0	108	0%	59	0%	Range Equipment	455	584	78%	1,045	44%	1,284	668
0	0	0%	0	0%	Range Expenses	0	10	0%	10	0%	460	13
2,281	1,006	227%	846	270%	Sand/Topdress	4,206	2,006	210%	4,291	98%	9,011	10,995
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
0	55	0%	55	0%	Small Tools	611	205	298%	55	1104%	407	1,079
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	400	0%	0	0%	833	41
0	151	0%	1,276	0%	Supplies	878	751	117%	1,489	59%	1,801	0
0	0	0%	0	0%	Tournament Expense	(425)	574	-74%	574	-74%	1,174	(320)
411	91	452%	91	454%	Alarm System	1,876	545	344%	543	346%	1,425	3,752
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	890	0
33	100	33%	0	0%	Cart Repairs	33	655	5%	1,455	2%	1,855	(97)
507	332	153%	332	153%	Computer Service	1,269	5,104	25%	1,105	115%	6,912	3,297
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
0	0	0%	0	0%	Guest Relations	32	0	0%	49	65%	0	117
0	0	0%	0	0%	Handicap Expense	300	192	156%	192	156%	4,475	5,032
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
571	0	0%	0	0%	Irrigation	1,023	2,277	45%	1,277	80%	6,392	4,932
0	135	0%	535	0%	Lesson Expense	0	435	0%	546	0%	965	605
0	0	0%	0	0%	Pest Control	0	0	0%	0	0%	230	0
3,008	1,749	172%	1,999	151%	Repair & Maint - Equipment	10,675	10,309	104%	12,339	87%	22,585	29,746
0	0	0%	(52)	0%	Repair & Maint - Building	2,333	1,558	150%	444	526%	3,208	5,242
5,356	5,356	100%	5,354	100%	Cart Lease	26,778	26,780	100%	26,778	100%	64,272	64,268
4,886	4,886	100%	4,510	108%	Equipment Lease	24,431	24,430	100%	22,558	108%	56,632	56,013
168	168	100%	168	100%	Off-Site Storage	840	840	100%	840	100%	1,974	2,053
1,111	996	112%	995	112%	Utilities - Electric	5,153	5,121	101%	5,120	101%	13,383	12,506
3,964	3,875	102%	3,875	102%	Utilities - Other	20,350	17,270	118%	17,270	118%	41,871	52,283
199	44	451%	44	452%	Utilities - Telephone/Fax	1,294	791	164%	1,062	122%	2,449	2,797
244	220	111%	220	111%	Utilities - Water	1,235	1,456	85%	1,455	85%	2,897	2,957

The Golf Club at Cypress Head
Summary of All Units
For the Five Months Ending February 28, 2017

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
327	1,430	23%	1,180	28%	Advertising & Promotion	6,134	8,408	73%	7,408	83%	16,247	17,958
584	108	541%	108	540%	Bank Charges	2,608	940	277%	940	277%	1,382	4,939
(340)	0	0%	(639)	53%	Cash Short/(Over)	159	0	0%	(501)	-32%	0	936
150	200	75%	175	86%	Cell Phone	950	1,075	88%	925	103%	2,475	2,200
4,057	4,021	101%	4,021	101%	City Surcharge R & R	17,466	17,338	101%	14,657	119%	39,852	40,616
0	169	0%	169	0%	Copier/Photocopies	18	335	5%	335	5%	671	446
2,270	1,702	133%	1,702	133%	Credit Card Discounts	11,553	12,499	92%	11,498	100%	27,744	23,557
0	0	0%	0	0%	Donations	(267)	0	0%	0	0%	0	97
0	0	0%	0	0%	Dues & Subscriptions	220	150	147%	150	147%	1,109	679
50	0	0%	(210)	-24%	Education & Training	575	0	0%	0	0%	200	575
136	100	136%	0	0%	Employee Relations	1,291	967	134%	667	194%	2,122	2,970
31	0	0%	0	0%	Employee Testing	234	131	178%	131	179%	244	653
3,858	3,871	100%	3,796	102%	Insurance Expense	19,292	19,280	100%	18,980	102%	46,377	46,023
0	0	0%	0	0%	Member Relations	38	131	29%	131	29%	649	38
0	85	0%	85	0%	Messenger Service - Fedex	104	175	60%	176	59%	403	360
0	1,000	0%	0	0%	Miscellaneous	864	7,991	11%	13,291	7%	13,291	900
0	(1,200)	0%	(1,200)	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
0	0	0%	882	0%	O/S - Other	350	0	0%	1,207	29%	9,218	16,381
1,265	328	386%	328	385%	Payroll Processing Fee	5,791	1,375	421%	1,174	493%	3,535	11,305
40	0	0%	0	0%	Postage/Shipping	225	39	577%	39	574%	634	322
270	(30)	-900%	(30)	-900%	Tax/Licenses/Fees	150	(120)	-125%	(120)	-125%	(100)	15
0	0	0%	0	0%	Theft Loss	0	0	0%	106	0%	0	0
663	71	934%	71	936%	Travel - Meals	1,358	683	199%	683	199%	683	2,569
134	1,994	7%	794	17%	Travel - Other	4,477	6,728	67%	4,860	92%	16,423	10,942
0	0	0%	0	0%	Website Expenses	0	1,000	0%	900	0%	4,000	2,100
0	0	0%	0	0%	Employee Meals	0	200	0%	0	0%	669	25
46,239	43,594	106%	32,462	142%	TOTAL OPERATING EXPENSES	239,821	240,628	100%	219,135	109%	545,578	591,525
49,683	32,674	152%	54,217	92%	EBITDA	57,002	14,516	393%	(17,252)	-330%	(4,235)	35,355
5,713	5,827	98%	5,713	100%	Management Fee	28,564	29,135	98%	30,221	95%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	28,564	29,135	98%	30,221	95%	69,924	68,554
37	98	38%	98	38%	Deprec - Mach & Equip	184	490	38%	488	38%	1,176	1,624
117	283	41%	283	41%	Deprec - Buildings	582	1,415	41%	1,417	41%	3,396	8,384
154	381	40%	381	40%	S/T DEPR. & AMORT	766	1,905	40%	1,905	40%	4,572	10,008
43,817	26,466	166%	48,123	91%	NET INCOME	27,671	(16,524)	-167%	(49,378)	-56%	(78,731)	(43,208)

The Golf Club at Cypress Head
Course & Grounds
For the Five Months Ending February 28, 2017

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												
81,362	69,637	117%	74,637	109%	Green Fees	311,911	281,495	111%	257,645	121%	646,060	670,827
4,057	4,021	101%	4,021	101%	City Surcharge R & R	17,466	17,338	101%	14,657	119%	39,852	40,616
85,419	73,658	116%	78,658	109%	Total Revenues	329,378	298,833	110%	272,302	121%	685,912	711,442
85,419	73,658	116%	78,658	109%	GROSS MARGIN	329,378	298,833	110%	272,302	121%	685,912	711,442
PAYROLL												
8,197	7,802	105%	6,857	120%	Gross Payroll - Salaried	44,339	39,010	114%	34,239	129%	93,624	104,768
12,933	14,408	90%	14,189	91%	Gross Payroll - Hourly	75,786	77,066	98%	82,473	92%	186,129	175,849
21,130	22,210	95%	21,045	100%	S/T Wages	120,124	116,076	103%	116,712	103%	279,753	280,616
1,477	1,699	87%	1,485	99%	Payroll Tax - FICA	8,491	8,880	96%	8,340	102%	21,402	19,809
252	400	63%	378	67%	Payroll Tax - UC	1,142	1,036	110%	1,489	77%	2,040	2,442
369	462	80%	423	87%	Payroll Tax - WC	2,142	2,415	89%	2,586	83%	5,990	5,175
3,941	3,406	116%	2,542	155%	Benefits	17,946	17,041	105%	15,809	114%	42,181	36,426
6,039	5,967	101%	4,828	125%	S/T Adders	29,720	29,372	101%	28,223	105%	71,613	63,851
27,169	28,177	96%	25,873	105%	TOTAL PAYROLL	149,845	145,448	103%	144,935	103%	351,366	344,468
OPERATING EXPENSES												
126	167	75%	17	729%	Course Accessories	3,205	2,135	150%	765	419%	3,886	4,659
5,481	5,000	110%	0	0%	Fertilizer	15,630	14,539	108%	7,242	216%	25,094	47,203
0	0	0%	0	0%	Flowers/Decor	0	174	0%	74	0%	399	1,531
0	1,000	0%	(290)	0%	Fuel	4,124	5,233	79%	3,343	123%	13,026	12,118
335	0	0%	0	0%	Fungicides	2,727	1,606	170%	1,635	167%	4,045	6,316
2,680	3,000	89%	0	0%	Herbicides	8,318	6,873	121%	3,373	247%	15,068	25,465
653	407	160%	407	160%	Insecticides	6,838	4,961	138%	2,861	239%	15,077	18,926
2,281	1,006	227%	846	270%	Sand/Topdress	4,206	2,006	210%	4,291	98%	9,011	10,995
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
0	55	0%	55	0%	Small Tools	611	205	298%	55	1104%	407	1,079
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	400	0%	0	0%	833	41
571	0	0%	0	0%	Irrigation	1,023	2,277	45%	1,277	80%	6,392	4,932
3,008	1,674	180%	1,999	151%	Repair & Maint - Equipment	8,697	9,455	92%	11,780	74%	20,663	25,982
0	0	0%	0	0%	Repair & Maint - Building	0	500	0%	0	0%	1,207	270
4,886	4,886	100%	4,510	108%	Equipment Lease	24,431	24,430	100%	22,558	108%	58,632	56,013
188	154	122%	154	122%	Utilities - Electric	1,105	1,069	103%	1,068	103%	2,703	2,583
1,528	1,080	142%	1,080	141%	Utilities - Other	8,407	7,174	117%	7,174	117%	16,748	23,357
199	99	201%	99	201%	Utilities - Telephone/Fax	497	516	96%	517	96%	1,072	1,190
244	220	111%	220	111%	Utilities - Water	1,235	1,456	85%	1,455	85%	2,897	2,957
50	0	0%	(210)	-24%	Education & Training	425	0	0%	0	0%	0	425
0	0	0%	0	0%	Employee Relations	0	100	0%	0	0%	200	542
31	0	0%	0	0%	Employee Testing	234	131	178%	131	179%	244	653
0	0	0%	882	0%	O/S - Other	0	0	0%	1,207	0%	9,218	16,031
300	0	0%	0	0%	Tax/Licenses/Fees	300	0	0%	0	0%	0	300
0	100	0%	0	0%	Travel - Other	0	500	0%	900	0%	1,700	900
22,561	18,848	120%	9,769	231%	TOTAL OPERATING EXPENSES	96,413	89,809	107%	75,176	128%	212,591	268,867
35,689	26,633	134%	43,016	83%	EBITDA	83,120	63,576	131%	52,191	159%	121,955	98,108
35,689	26,633	134%	43,016	83%	NET INCOME	83,120	63,576	131%	52,191	159%	121,955	98,108

The Golf Club at Cypress Head
Carts
For the Five Months Ending February 28, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
56,153	51,359	109%	51,359	109%	REVENUES	214,939	214,387	100%	180,975	119%	470,029	494,670
56,153	51,359	109%	51,359	109%	Cart Fee	214,939	214,387	100%	180,975	119%	470,029	494,670
56,153	51,359	109%	51,359	109%	Total Revenues	214,939	214,387	100%	180,975	119%	470,029	494,670
					GROSS MARGIN							
6,632	6,698	99%	6,529	102%	PAYROLL	31,993	36,119	89%	27,869	115%	82,679	76,264
6,632	6,698	99%	6,529	102%	Gross Payroll - Hourly	31,993	36,119	89%	27,869	115%	82,679	76,264
					S/T Wages							
527	512	103%	616	86%	Payroll Tax - FICA	2,525	2,762	91%	2,182	116%	6,323	6,004
104	139	75%	128	81%	Payroll Tax - UC	458	719	64%	784	58%	1,688	1,397
114	139	82%	128	89%	Payroll Tax - WC	599	750	80%	578	104%	1,767	1,476
9	7	127%	(10)	-92%	Benefits	34	39	86%	29	115%	89	116
754	797	95%	863	87%	S/T Adders	3,615	4,270	85%	3,573	101%	9,867	8,993
7,386	7,495	99%	7,392	100%	TOTAL PAYROLL	35,608	40,389	88%	31,442	113%	92,546	85,257
					OPERATING EXPENSES							
262	203	129%	183	143%	Cart Supplies	1,129	1,058	107%	1,038	109%	2,521	1,448
33	100	33%	0	0%	Cart Repairs	33	655	5%	1,455	2%	1,855	(97)
5,356	5,356	100%	5,354	100%	Cart Lease	26,778	26,780	100%	26,778	100%	64,272	64,268
922	842	110%	842	110%	Utilities - Electric	4,048	4,052	100%	4,052	100%	10,680	9,923
6,573	6,501	101%	6,379	103%	TOTAL OPERATING EXPENSES	31,989	32,545	98%	33,324	96%	79,328	75,542
42,194	37,363	113%	37,588	112%	EBITDA	147,343	141,453	104%	116,209	127%	298,155	333,871
42,194	37,363	113%	37,588	112%	NET INCOME	147,343	141,453	104%	116,209	127%	298,155	333,871

The Golf Club at Cypress Head
Range
For the Five Months Ending February 28, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,722	3,375	110%	3,775	99%	REVENUES	15,693	13,782	114%	12,882	122%	34,679	36,962
3,722	3,375	110%	3,775	99%	Range	15,693	13,782	114%	12,882	122%	34,679	36,962
3,722	3,375	110%	3,775	99%	Total Revenues	15,693	13,782	114%	12,882	122%	34,679	36,962
					GROSS MARGIN	15,693	13,782	114%	12,882	122%	34,679	36,962
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	1,455	1,730	84%	1,530	95%	3,330	2,475
0	108	0%	59	0%	Range Equipment	455	584	78%	1,045	44%	1,284	668
0	0	0%	0	0%	Range Expenses	0	10	0%	10	0%	460	13
0	75	0%	0	0%	Repair & Maint - Equipment	0	375	0%	0	0%	900	0
0	183	0%	59	0%	TOTAL OPERATING EXPENSES	1,910	2,699	71%	2,585	74%	5,974	3,156
3,722	3,192	117%	3,716	100%	EBITDA	13,783	11,083	124%	10,296	134%	28,705	33,806
3,722	3,192	117%	3,716	100%	NET INCOME	13,783	11,083	124%	10,296	134%	28,705	33,806

The Golf Club at Cypress Head
F & B Cafe
For the Five Months Ending February 28, 2017

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 Five Months Ending February 28, 2017

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)
260	260	108%	260	108%	Handicap Fee	980	880	111%	880	111%	4,567	4,989
645	675	96%	675	96%	Lessons	2,409	2,075	116%	1,825	132%	3,931	7,519
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	74	0%	0	0
280	450	62%	450	62%	Rental Clubs	1,050	1,267	83%	1,067	98%	3,042	2,590
5,260	4,583	115%	5,083	103%	Retail	25,827	23,082	112%	21,483	120%	57,514	58,801
6,465	5,968	108%	6,468	100%	Total Revenues	30,266	27,304	111%	25,328	119%	69,054	73,762
COST OF GOODS SOLD												
3,120	3,208	97%	3,248	96%	COGS - Merchandise	15,108	16,158	94%	16,911	89%	40,260	34,387
3,120	3,208	97%	3,248	96%	Total COGS	15,108	16,158	94%	16,911	89%	40,260	34,387
3,345	2,760	121%	3,220	104%	GROSS MARGIN	15,158	11,146	136%	8,418	180%	28,794	39,375
59.31%	70.00%	84.74%	63.90%	92.82%	COGS - Merchandise %	58.50%	70.00%	83.56%	78.72%	74.31%	70.00%	701.18%
PAYROLL												
3,080	3,820	81%	3,282	94%	Gross Payroll - Hourly	16,706	20,600	81%	21,355	78%	49,795	43,202
3,080	3,820	81%	3,282	94%	S/T Wages	16,706	20,600	81%	21,355	78%	49,795	43,202
245	292	84%	152	161%	Payroll Tax - FICA	1,309	1,577	83%	1,644	80%	3,812	3,363
48	79	60%	70	68%	Payroll Tax - UC	178	275	65%	389	46%	728	511
53	79	67%	70	76%	Payroll Tax - WC	301	428	70%	429	70%	1,063	809
345	450	77%	292	118%	S/T Adders	1,788	2,280	78%	2,462	73%	5,603	4,683
3,425	4,270	80%	3,574	96%	TOTAL PAYROLL	18,494	22,880	81%	23,817	78%	55,398	47,885
OPERATING EXPENSES												
118	50	237%	0	0%	Office Supplies	579	250	232%	0	0%	600	1,319
0	151	0%	1,276	0%	Supplies	878	751	117%	1,489	59%	1,801	1,971
0	0	0%	0	0%	Tournament Expense	(425)	574	-74%	574	-74%	1,174	(320)
0	0	0%	0	0%	Handicap Expense	300	192	156%	192	156%	4,475	5,032
0	135	0%	535	0%	Lesson Expense	0	435	0%	546	0%	965	605
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	0	31
118	336	35%	1,811	7%	TOTAL OPERATING EXPENSES	1,331	2,202	60%	2,800	48%	9,015	8,638
(198)	(1,846)	11%	(2,165)	9%	EBITDA	(4,667)	(13,936)	33%	(18,200)	26%	(35,619)	(17,147)
(198)	(1,846)	11%	(2,165)	9%	NET INCOME	(4,667)	(13,936)	33%	(18,200)	26%	(35,619)	(17,147)

The Golf Club at Cypress Head
G & A
For the Five Months Ending February 28, 2017

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												
8,061	7,905	102%	7,657	105%	Gross Payroll - Salaried	40,834	39,525	103%	39,419	104%	94,860	98,016
8,061	7,905	102%	7,657	105%	S/T Wages	40,834	39,525	103%	39,419	104%	94,860	98,016
671	605	111%	655	102%	Payroll Tax - FICA	3,435	3,025	114%	3,353	102%	7,260	8,205
88	98	89%	122	72%	Payroll Tax - UC	237	262	91%	344	69%	291	237
168	164	103%	191	88%	Payroll Tax - WC	947	820	116%	1,124	84%	2,031	2,283
1,749	1,993	88%	1,524	115%	Benefits	8,611	9,965	86%	8,592	100%	24,716	19,854
2,675	2,860	94%	2,492	107%	S/T Adders	13,230	14,072	94%	13,413	99%	34,298	30,579
10,736	10,765	100%	10,149	106%	TOTAL PAYROLL	54,065	53,597	101%	52,832	102%	129,158	128,595
OPERATING EXPENSES												
332	204	163%	64	519%	Janitorial Supplies	1,246	1,587	79%	876	142%	4,136	4,447
0	55	0%	55	0%	Laundry/Uniforms	209	455	46%	55	379%	1,038	296
18	387	5%	487	4%	Office Supplies	1,023	2,210	46%	2,611	39%	3,766	2,374
411	91	452%	91	454%	Alarm System	1,876	545	344%	543	346%	1,425	3,752
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	890	0
507	332	153%	332	153%	Computer Service	1,269	5,104	25%	1,105	115%	6,912	3,297
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
0	0	0%	0	0%	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
0	0	0%	0	0%	Repair & Maint - Equipment	1,978	479	413%	479	413%	1,022	3,764
0	0	0%	(52)	0%	Repair & Maint - Building	2,333	1,058	221%	444	526%	2,001	4,941
168	168	100%	168	100%	Off-Site Storage	840	840	100%	840	100%	1,974	2,053
2,436	2,795	87%	2,795	87%	Utilities - Other	11,943	10,096	118%	10,096	118%	25,123	26,926
0	(55)	0%	(55)	0%	Utilities - Telephone/Fax	797	275	290%	545	146%	1,377	1,607
584	108	541%	108	540%	Bank Charges	2,608	940	277%	940	277%	4,939	4,939
(340)	0	0%	(639)	53%	Cash Short/(Over)	159	0	0%	(501)	-32%	0	799
150	200	75%	175	86%	Cell Phone	950	1,075	88%	925	103%	2,475	2,200
4,057	4,021	101%	4,021	101%	City Surcharge R & R	17,466	17,338	101%	14,657	119%	39,852	40,616
0	169	0%	169	0%	Copier/Photocopies	18	335	5%	335	5%	671	445
2,270	1,702	133%	1,702	133%	Credit Card Discounts	11,553	12,499	92%	11,498	100%	27,744	23,557
0	0	0%	0	0%	Donations	(267)	0	0%	0	0%	0	97
0	0	0%	0	0%	Dues & Subscriptions	220	150	147%	150	147%	1,109	679
0	0	0%	0	0%	Education & Training	150	0	0%	0	0%	200	150
136	100	136%	0	0%	Employee Relations	1,291	867	149%	667	194%	1,922	2,429
3,858	3,871	100%	3,796	102%	Insurance Expense	19,292	19,280	100%	18,980	102%	46,377	46,023
0	0	0%	0	0%	Member Relations	38	131	29%	131	29%	649	38
0	85	0%	85	0%	Messenger Service - Fedex	104	175	60%	176	59%	403	360
0	0	0%	0	0%	Miscellaneous	(36)	1,375	-3%	1,675	-2%	1,675	0
0	(1,200)	0%	(1,200)	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
0	0	0%	0	0%	O/S - Other	350	0	0%	0	0%	0	350
1,265	328	386%	328	385%	Payroll Processing Fee	5,791	1,375	421%	1,174	493%	3,535	11,305
40	0	0%	0	0%	Postage/Shipping	225	39	577%	39	574%	634	322
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	(150)	(150)	125%	(120)	125%	(100)	(285)
663	71	934%	71	936%	Travel - Meals	1,358	683	199%	683	199%	683	2,569
134	1,794	7%	794	17%	Travel - Other	4,364	5,728	76%	3,729	117%	13,523	9,759
0	0	0%	0	0%	Employee Meals	0	200	0%	0	0%	669	25
16,661	15,196	110%	13,265	126%	TOTAL OPERATING EXPENSES	101,030	96,849	104%	84,909	119%	205,607	213,945
(27,397)	(25,961)	106%	(23,414)	117%	EBITDA	(155,095)	(150,446)	103%	(137,741)	113%	(334,765)	(342,540)
5,713	5,827	98%	5,713	100%	Management Fee	28,564	29,135	98%	30,221	95%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	28,564	29,135	98%	30,221	95%	69,924	68,554
37	98	38%	98	38%	Deprec - Mach & Equip	184	490	38%	488	38%	1,176	1,624
117	283	41%	283	41%	Deprec - Buildings	582	1,415	41%	1,417	41%	3,396	8,384
154	381	40%	381	40%	S/T DEPR. & AMORT	766	1,905	40%	1,905	40%	4,572	10,008
(33,263)	(32,169)	103%	(29,507)	113%	NET INCOME	(184,425)	(181,486)	102%	(169,867)	109%	(409,261)	(421,103)

The Golf Club at Cypress Head
Marketing
For the Five Months Ending February 28, 2017

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							
3,224	3,371	96%	2,657	121%	Gross Payroll - Salaried	16,632	16,855	99%	16,020	104%	40,452	41,008
3,224	3,371	96%	2,657	121%	S/T Wages	16,632	16,855	99%	16,020	104%	40,452	41,008
251	258	97%	188	134%	Payroll Tax - FICA	1,212	1,290	94%	1,153	105%	3,096	2,960
47	70	67%	58	81%	Payroll Tax - UC	94	155	61%	129	73%	206	127
56	70	80%	62	91%	Payroll Tax - WC	295	350	84%	335	88%	868	754
423	408	104%	381	111%	Benefits	2,102	2,040	103%	2,028	104%	4,981	4,653
777	806	96%	688	113%	S/T Adders	3,703	3,835	97%	3,646	102%	9,151	8,494
4,001	4,177	96%	3,345	120%	TOTAL PAYROLL	20,335	20,690	98%	19,667	103%	49,603	49,502
					OPERATING EXPENSES							
327	1,430	23%	1,180	28%	Advertising & Promotion	6,134	8,408	73%	7,408	83%	16,247	17,958
0	1,000	0%	0	0%	Miscellaneous	900	6,616	14%	11,616	8%	11,616	900
0	100	0%	0	0%	Travel - Other	112	500	22%	232	48%	1,200	283
0	0	0%	0	0%	Website Expenses	0	1,000	0%	900	0%	4,000	2,100
327	2,530	13%	1,180	28%	TOTAL OPERATING EXPENSES	7,147	16,524	43%	20,156	35%	33,063	21,241
(4,327)	(6,707)	65%	(4,525)	96%	EBITDA	(27,482)	(37,214)	74%	(39,823)	69%	(82,666)	(70,743)
(4,327)	(6,707)	65%	(4,525)	96%	NET INCOME	(27,482)	(37,214)	74%	(39,823)	69%	(82,666)	(70,743)

The Golf Club at Cypress Head
For the Five Months Ending February 28, 2017

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												
137,515	120,996	114%	125,996	109%	Green Fees & Cart Fees	526,851	495,882	106%	438,620	120%	1,116,089	1,165,497
5,260	4,583	115%	5,083	103%	Merchandise	25,827	23,082	112%	21,483	120%	57,514	58,664
1,205	1,385	87%	1,385	87%	Other Pro Shop	4,439	4,222	105%	3,845	115%	11,540	15,098
3,722	3,375	110%	3,775	99%	Range	15,693	13,782	114%	12,882	122%	34,679	36,962
0	0	0%	0	0%	Food and Beverage	0	0	0%	0	0%	0	137
4,057	4,021	101%	4,021	101%	Other Operating Revenues	17,466	17,338	101%	14,657	119%	39,852	40,616
151,760	134,360	113%	140,260	108%	TOTAL REVENUE	590,277	554,306	106%	491,487	120%	1,259,674	1,316,974
COST OF SALES												
3,120	3,208	97%	3,248	96%	Merchandise	15,108	16,158	94%	16,911	89%	40,260	34,387
3,120	3,208	97%	3,248	96%	TOTAL COGS	15,108	16,158	94%	16,911	89%	40,260	34,387
59.3%	70.0%	84.7%	63.9%	92.8%	COGS - Merchandise %	58.5%	70.0%	83.6%	78.7%	74.3%	70.0%	701.2%
PAYROLL												
27,169	28,177	96%	25,873	105%	Course and Grounds	149,845	145,448	103%	144,935	103%	351,366	344,468
7,386	7,495	99%	7,392	100%	Carts, Range, Starters, Etc.	35,608	40,389	88%	31,442	113%	92,546	85,257
3,425	4,270	80%	3,574	96%	Pro Shop	18,494	22,880	81%	23,817	78%	55,398	47,885
10,736	10,765	100%	10,149	106%	General and Administrative	54,065	53,597	101%	52,832	102%	129,158	128,595
4,001	4,177	96%	3,345	120%	Marketing	20,335	20,690	98%	19,667	103%	49,603	49,502
52,717	54,884	96%	50,333	105%	TOTAL PAYROLL	278,346	283,004	98%	272,693	102%	678,071	655,707
OPERATING EXPENSES												
22,561	18,848	120%	9,769	231%	Course and Grounds	96,413	89,809	107%	75,176	128%	212,591	268,867
6,573	6,684	98%	6,438	102%	Carts, Range, Starters, Etc.	33,899	35,244	96%	35,909	94%	85,302	78,698
118	336	35%	1,811	7%	Pro Shop	1,331	2,202	60%	2,800	48%	9,015	8,638
0	0	0%	0	0%	Food and Beverage	0	0	0%	185	0%	0	137
16,661	15,196	110%	13,265	126%	General and Administrative	101,030	96,849	104%	84,909	119%	205,607	213,945
327	2,530	13%	1,180	28%	Marketing	7,147	16,524	43%	20,156	35%	33,063	21,241
46,239	43,594	106%	32,462	142%	TOTAL OPERATING EXPENSES	239,821	240,628	100%	219,135	109%	545,578	591,525
102,076	101,686	100%	86,043	119%	TOTAL EXPENSES	533,275	539,790	99%	508,739	105%	1,263,909	1,281,620
49,683	32,674	152%	54,217	92%	EBITDA	57,002	14,516	393%	(17,252)	-330%	(4,235)	35,355

The Golf Club at Cypress Head
For the Five Months Ending February 28, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
49,683	32,674	152%	54,217	92%	EBITDA	57,002	14,516	393%	(17,252)	-330%	(4,235)	35,355
(5,713)	(5,827)	98%	(5,713)	100%	MANAGEMENT FEES	(28,564)	(29,135)	98%	(30,221)	95%	(69,924)	(68,554)
					OTHER INCOME (EXPENSE)							
(154)	(381)	40%	(381)	40%	Depreciation & Amortization	(766)	(1,905)	40%	(1,905)	40%	(4,572)	(10,008)
(154)	(381)	40%	(381)	40%	TOTAL OTHER INCOME (EXPENSE)	(766)	(1,905)	40%	(1,905)	40%	(4,572)	(10,008)
43,817	26,466	166%	48,123	91%	NET INCOME	27,671	(16,524)	-167%	(49,378)	-56%	(78,731)	(43,208)
3,872	3,578	108%	3,778	102%	Paid Rounds	16,095	14,769	109%	13,469	119%	38,696	37,504
801	503	159%	943	85%	Annual Pass Rounds	3,910	2,464	159%	3,524	111%	5,051	9,043
208	204	102%	204	102%	Other Rounds	1,126	1,027	110%	867	130%	2,812	2,696
4,881	4,285	114%	4,925	99%	Total Rounds	21,131	18,260	116%	17,860	118%	46,559	49,243
39	38	104%	37	106%	Revenue/Paid Rounds	37	38	98%	36	101%	33	419
31	31	99%	28	109%	Revenue/Total Rounds	28	30	92%	28	102%	27	318

TRIAL BALANCE SUMMARY FOR 2016

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 2/28/2017 Last

Sorted By: Account Posting, Unit

Date: 2/1/2017

Include: Print Currency In: Functional (Z-US\$)

Account: First

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$37,127.23	\$142,268.06	\$101,760.22	\$40,507.84	\$77,635.07
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	\$0.00	\$44,327.48	\$44,327.48	\$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	\$621.89	\$1,099.47	\$1,059.46	\$40.01	\$661.90
	12000-5950-900	Inventory - Merchandise	\$23,197.02	\$6,144.73	\$6,537.31	(\$392.58)	\$22,804.44
	13020-5950-900	Prepaid Insurance	\$10,896.93	\$0.00	\$3,858.39	(\$3,858.39)	\$7,038.54
	13040-5950-900	Prepaid Exp - Other	\$38,694.23	\$0.00	\$6,665.43	(\$6,665.43)	\$32,028.80
	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	(\$3,199.70)	\$0.00	\$36.87	(\$36.87)	(\$3,236.57)
	22080-5950-900	Accum. Deprec - Buildings	(\$21,649.19)	\$0.00	\$116.74	(\$116.74)	(\$21,765.93)
	30000-5950-900	Accts Pay - Trade	(\$19,837.84)	\$82,460.97	\$91,692.88	(\$9,231.91)	(\$29,069.75)
	30040-5950-900	Accts Pay - Other	\$109,821.22	\$10,434.78	\$10,516.43	(\$81.65)	\$109,739.57
	31000-5950-900	Accrued Expenses	(\$2,475.79)	\$0.00	\$233.48	(\$233.48)	(\$2,709.27)
	31020-5950-900	Accrued Payroll	(\$20,898.84)	\$28,091.71	\$28,383.53	(\$291.82)	(\$21,190.66)
	31080-5950-900	Accrued Tips Payable	(\$77.00)	\$277.50	\$264.00	\$13.50	(\$63.50)
	31220-5950-900	Accrued Sales Tax	(\$7,370.92)	\$7,370.92	\$8,586.84	(\$1,215.92)	(\$8,586.84)
	31400-5950-900	Accrued City Surcharge	(\$3,967.74)	\$8,024.78	\$4,057.04	\$3,967.74	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,223.13)	\$966.87	\$615.46	\$351.41	(\$1,871.72)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$2,754.88)	\$489.48	\$270.82	\$218.66	(\$2,536.22)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$39,713.17)	\$4,964.15	\$0.00	\$4,964.15	(\$34,749.02)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$38,773.88)	\$4,846.73	\$0.00	\$4,846.73	(\$33,927.15)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$139.14)	\$0.00	\$0.00	\$0.00	(\$139.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$21,523.97)	\$1,788.10	\$210.05	\$1,578.05	(\$19,945.92)
	32100-5950-900	Deferred Rev - Credit Books	(\$15,496.94)	\$1,258.20	\$1,192.82	\$65.38	(\$15,431.56)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$73,113.02)	\$9,139.13	\$0.00	\$9,139.13	(\$63,973.89)
	32220-5950-900	Deferred Rev - Founders Pass	(\$787.87)	\$98.48	\$0.00	\$98.48	(\$689.39)
	49020-5950-900	Retained Earnings - Current	\$1.12	\$0.00	\$0.00	\$0.00	\$1.12
	50000-5950-100	Green Fees - Annual Pass	(\$39,122.77)	\$0.00	\$9,909.36	(\$9,909.36)	(\$49,032.13)
	50040-5950-100	Green Fees - Member	(\$178,017.79)	\$0.00	\$67,395.40	(\$67,395.40)	(\$245,413.19)
	50070-5950-100	Green Fees - (surcharge)	(\$13,409.10)	\$4,057.04	\$8,114.08	(\$4,057.04)	(\$17,466.14)
	50500-5950-200	Cart Fee 18	(\$122,499.29)	\$0.00	\$47,014.36	(\$47,014.36)	(\$169,513.65)
	50520-5950-200	Cart Fee - Annual Trail	(\$36,286.40)	\$0.00	\$9,139.13	(\$9,139.13)	(\$45,425.53)
	52090-5950-600	Handicap Fee	(\$700.00)	\$0.00	\$280.00	(\$280.00)	(\$980.00)
	52150-5950-600	Lessons	(\$1,764.05)	\$0.00	\$645.00	(\$645.00)	(\$2,409.05)
	52280-5950-600	Rental Clubs	(\$770.00)	\$0.00	\$280.00	(\$280.00)	(\$1,050.00)
	52310-5950-600	Retail	(\$20,567.53)	\$0.00	\$5,259.87	(\$5,259.87)	(\$25,827.40)
	53050-5950-220	Range Pass Revenue	(\$11,970.90)	\$0.00	\$3,722.40	(\$3,722.40)	(\$15,693.30)
	56120-5950-100	City Surcharge R & R	(\$13,409.10)	\$0.00	\$4,057.04	(\$4,057.04)	(\$17,466.14)
	60000-5950-600	COGS - Merchandise - Accessories	\$11,988.41	\$6,169.53	\$3,049.64	\$3,119.89	\$15,108.30
	70000-5950-100	Gross Payroll - Salaried	\$36,141.87	\$13,173.65	\$4,976.71	\$8,196.94	\$44,338.81
	70000-5950-900	Gross Payroll - Salaried	\$32,773.63	\$15,617.94	\$7,557.42	\$8,060.52	\$40,834.15
	70000-5950-950	Gross Payroll - Salaried	\$13,408.75	\$4,938.48	\$1,714.96	\$3,223.52	\$16,632.27
	70010-5950-100	Gross Payroll - Hourly	\$62,852.70	\$21,004.95	\$8,072.02	\$12,932.93	\$75,785.63
	70010-5950-200	Gross Payroll - Hourly	\$25,360.63	\$10,646.79	\$4,014.69	\$6,632.10	\$31,992.73
	70010-5950-600	Gross Payroll - Hourly	\$13,626.02	\$4,804.73	\$1,724.98	\$3,079.75	\$16,705.77
	71000-5950-100	Payroll Tax - FICA	\$7,013.70	\$2,398.77	\$921.56	\$1,477.21	\$8,490.91
	71000-5950-200	Payroll Tax - FICA	\$1,997.14	\$838.64	\$311.23	\$527.41	\$2,524.55
	71000-5950-600	Payroll Tax - FICA	\$1,064.22	\$381.67	\$136.99	\$244.68	\$1,308.90
	71000-5950-900	Payroll Tax - FICA	\$2,763.88	\$1,075.78	\$404.85	\$670.93	\$3,434.81
	71000-5950-950	Payroll Tax - FICA	\$960.69	\$391.03	\$139.63	\$251.40	\$1,212.09
	71010-5950-100	Payroll Tax - UC	\$889.87	\$251.80	\$0.00	\$251.80	\$1,141.67
	71010-5950-200	Payroll Tax - UC	\$353.80	\$103.95	\$0.00	\$103.95	\$457.75
	71010-5950-600	Payroll Tax - UC	\$129.94	\$47.74	\$0.00	\$47.74	\$177.68
	71010-5950-900	Payroll Tax - UC	\$149.61	\$87.57	\$0.00	\$87.57	\$237.18
	71010-5950-950	Payroll Tax - UC	\$47.63	\$46.67	\$0.00	\$46.67	\$94.30

TRIAL BALANCE SUMMARY FOR 2016

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71020-5950-100	Payroll Tax - WC	\$1,773.21	\$368.96	\$0.00	\$368.96	\$2,142.17
	71020-5950-200	Payroll Tax - WC	\$485.26	\$114.04	\$0.00	\$114.04	\$599.30
	71020-5950-600	Payroll Tax - WC	\$248.54	\$52.68	\$0.00	\$52.68	\$301.22
	71020-5950-900	Payroll Tax - WC	\$778.99	\$168.45	\$0.00	\$168.45	\$947.44
	71020-5950-950	Payroll Tax - WC	\$238.54	\$56.08	\$0.00	\$56.08	\$294.62
	71030-5950-100	Benefits	\$14,004.47	\$6,074.55	\$2,133.40	\$3,941.15	\$17,945.62
	71030-5950-200	Benefits	\$24.63	\$51.25	\$42.33	\$8.92	\$33.55
	71030-5950-900	Benefits	\$6,862.52	\$3,195.16	\$1,446.64	\$1,748.52	\$8,611.04
	71030-5950-950	Benefits	\$1,678.61	\$616.68	\$193.60	\$423.08	\$2,101.69
	80110-5950-200	Cart Supplies	\$867.17	\$261.84	\$0.00	\$261.84	\$1,129.01
	80170-5950-100	Course Accessories	\$3,079.01	\$126.02	\$0.00	\$126.02	\$3,205.03
	80230-5950-100	Fertilizer	\$10,149.51	\$5,480.56	\$0.00	\$5,480.56	\$15,630.07
	80270-5950-100	Fuel	\$4,124.24	\$0.00	\$0.00	\$0.00	\$4,124.24
	80280-5950-100	Fungicides	\$2,392.52	\$334.84	\$0.00	\$334.84	\$2,727.36
	80320-5950-100	Herbicides	\$5,638.10	\$2,680.27	\$0.00	\$2,680.27	\$8,318.37
	80370-5950-100	Insecticides	\$6,185.21	\$653.06	\$0.00	\$653.06	\$6,838.27
	80380-5950-900	Janitorial Supplies	\$913.56	\$332.32	\$0.00	\$332.32	\$1,245.88
	80420-5950-900	Laundry/Uniforms	\$208.79	\$0.00	\$0.00	\$0.00	\$208.79
	80520-5950-600	Office Supplies	\$461.01	\$118.32	\$0.00	\$118.32	\$579.33
	80520-5950-900	Office Supplies	\$1,004.94	\$18.28	\$0.00	\$18.28	\$1,023.22
	80610-5950-220	Range Balls	\$1,455.00	\$0.00	\$0.00	\$0.00	\$1,455.00
	80620-5950-220	Range Equipment	\$455.20	\$0.00	\$0.00	\$0.00	\$455.20
	80690-5950-100	Sand/Topdress	\$1,924.69	\$2,280.93	\$0.00	\$2,280.93	\$4,205.62
	80710-5950-100	Seeds/Trees	\$4,400.00	\$0.00	\$0.00	\$0.00	\$4,400.00
	80730-5950-100	Small Tools	\$610.68	\$0.00	\$0.00	\$0.00	\$610.68
	80780-5950-600	Supplies	\$877.50	\$0.00	\$0.00	\$0.00	\$877.50
	80810-5950-600	Tournament Expense	(\$424.97)	\$0.00	\$0.00	\$0.00	(\$424.97)
	81010-5950-900	Alarm System	\$1,465.00	\$411.25	\$0.00	\$411.25	\$1,876.25
	81090-5950-200	Cart Repairs	\$0.00	\$132.11	\$99.00	\$33.11	\$33.11
	81130-5950-900	Computer Service	\$761.88	\$507.00	\$0.00	\$507.00	\$1,268.88
	81200-5950-900	Guest Relations	\$31.94	\$0.00	\$0.00	\$0.00	\$31.94
	81220-5950-600	Handicap Expense	\$299.50	\$0.00	\$0.00	\$0.00	\$299.50
	81250-5950-100	Irrigation	\$452.07	\$571.33	\$0.00	\$571.33	\$1,023.40
	81350-5950-100	Repair & Maint - Equipment	\$5,689.29	\$3,008.15	\$0.00	\$3,008.15	\$8,697.44
	81350-5950-900	Repair & Maint - Equipment	\$1,977.94	\$0.00	\$0.00	\$0.00	\$1,977.94
	81360-5950-900	Repair & Maint - Building	\$2,333.35	\$0.00	\$0.00	\$0.00	\$2,333.35
	82000-5950-200	Cart Lease	\$21,422.68	\$5,355.67	\$0.00	\$5,355.67	\$26,778.35
	82020-5950-100	Equipment Lease	\$19,545.00	\$4,886.25	\$0.00	\$4,886.25	\$24,431.25
	82060-5950-900	Off-Site Storage	\$672.00	\$168.00	\$0.00	\$168.00	\$840.00
	83000-5950-100	Utilities - Electric	\$916.39	\$188.28	\$0.00	\$188.28	\$1,104.67
	83000-5950-200	Utilities - Electric	\$3,125.96	\$922.27	\$0.00	\$922.27	\$4,048.23
	83020-5950-100	Utilities - Other	\$6,878.61	\$1,528.29	\$0.00	\$1,528.29	\$8,406.90
	83020-5950-900	Utilities - Other	\$9,507.03	\$2,435.60	\$0.00	\$2,435.60	\$11,942.63
	83030-5950-100	Utilities - Telephone/Fax	\$298.09	\$198.55	\$0.00	\$198.55	\$496.64
	83030-5950-900	Utilities - Telephone/Fax	\$797.44	\$150.56	\$0.00	\$150.56	\$948.00
	83050-5950-100	Utilities - Water	\$990.84	\$243.76	\$0.00	\$243.76	\$1,234.60
	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	\$5,107.87	\$326.50	\$0.00	\$326.50	\$5,434.37
	85020-5950-900	Bank Charges	\$2,023.86	\$583.98	\$0.00	\$583.98	\$2,607.84
	85050-5950-900	Cash Short/(Over)	\$499.03	\$72.89	\$413.25	(\$340.36)	\$158.67
	85060-5950-900	Cell Phone	\$800.00	\$200.00	\$50.00	\$150.00	\$950.00
	85070-5950-900	City Surcharge R & R	\$13,409.10	\$4,057.04	\$0.00	\$4,057.04	\$17,466.14
	85110-5950-900	Copier/Photocopies	\$17.72	\$0.00	\$0.00	\$0.00	\$17.72
	85120-5950-900	Credit Card Discounts	\$9,282.44	\$2,270.46	\$0.00	\$2,270.46	\$11,552.90
	85140-5950-900	Donations	(\$266.95)	\$0.00	\$0.00	\$0.00	(\$266.95)
	85150-5950-900	Dues & Subscriptions	\$220.00	\$0.00	\$0.00	\$0.00	\$220.00
	85160-5950-100	Education & Training	\$375.00	\$50.00	\$0.00	\$50.00	\$425.00
	85160-5950-900	Education & Training	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
	85190-5950-900	Employee Relations	\$1,155.15	\$719.74	\$583.82	\$135.92	\$1,291.07
	85200-5950-100	Employee Testing	\$203.00	\$30.70	\$0.00	\$30.70	\$233.70
	85280-5950-900	Insurance Expense	\$15,433.56	\$3,858.39	\$0.00	\$3,858.39	\$19,291.95
	85320-5950-900	Member Relations	\$37.50	\$96.00	\$96.00	\$0.00	\$37.50
	85330-5950-900	Messenger Service - Fedex	\$104.18	\$0.00	\$0.00	\$0.00	\$104.18

TRIAL BALANCE SUMMARY FOR 2016
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	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	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00
	85480-5950-900	Payroll Processing Fee	\$4,526.16	\$1,718.90	\$453.83	\$1,265.07	\$5,791.23
	85490-5950-900	Postage/Shipping	\$185.13	\$39.93	\$0.00	\$39.93	\$225.06
	85610-5950-100	Tax/Licenses/Fees	\$0.00	\$300.00	\$0.00	\$300.00	\$300.00
	85610-5950-900	Tax/Licenses/Fees	(\$120.00)	\$0.00	\$30.00	(\$30.00)	(\$150.00)
	85710-5950-900	Travel - Meals	\$694.61	\$663.46	\$0.00	\$663.46	\$1,358.07
	85720-5950-900	Travel - Other	\$4,230.06	\$188.31	\$53.95	\$134.36	\$4,364.42
	85720-5950-950	Travel - Other	\$112.32	\$0.00	\$0.00	\$0.00	\$112.32
	90000-5950-900	Management Fee	\$22,851.40	\$5,712.85	\$0.00	\$5,712.85	\$28,564.25
	98020-5950-900	Deprec - Mach & Equip	\$147.48	\$36.87	\$0.00	\$36.87	\$184.35
	98040-5950-900	Deprec - Buildings	\$464.96	\$116.74	\$0.00	\$116.74	\$581.70
	RCMWD-5950-100	Rounds - Complimentary - Weekday	10,669.00	109.00	0.00	109.00	10,778.00
	REMWD-5950-100	Rounds - Employee - Weekday	16,955.00	99.00	0.00	99.00	17,054.00
	RMBWD-5950-100	Rounds - Member - Weekday	59,813.00	801.00	0.00	801.00	60,614.00
	RPKWD-5950-100	Rounds - Peak - Weekday	314,364.00	3,872.00	0.00	3,872.00	318,236.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00



March 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 February 2017 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR MONTH ENDING February 2017							
	Current				Year to Date		
	Actual	Budget	Variance vs. Budget		Actual	Budget	Variance vs. Budget
Revenue							
Green Fees	\$ 81,362	\$ 69,637	\$ 11,725		\$ 311,911	\$ 281,495	\$ 30,416
Cart Fees	\$ 56,153	\$ 51,359	\$ 4,794		\$ 214,939	\$ 214,387	\$ 552
Range	\$ 3,722	\$ 3,375	\$ 347		\$ 15,693	\$ 13,782	\$ 1,911
Pro- Shop Revenues	\$ 6,465	\$ 5,968	\$ 497		\$ 30,266	\$ 27,284	\$ 2,982
City Surcharge R/R	\$ 4,057	\$ 4,021	\$ 36		\$ 17,466	\$ 17,338	\$ 128
Total Revenue	\$ 151,759	\$ 134,360	\$ 17,399		\$ 590,275	\$ 554,286	\$ 35,989
Cost of Sales	\$ 3,120	\$ 3,208	\$ (88)		\$ 15,108	\$ 16,158	\$ (1,050)
Merchandise	\$ 3,120	\$ 3,208	\$ (88)	59%	\$ 15,108	\$ 16,158	\$ (1,050)
Gross Margin	\$ 148,639	\$ 131,152	\$ 17,487		\$ 575,167	\$ 538,128	\$ 37,039
Total Payroll	\$ 52,717	\$ 54,884	\$ (2,167)		\$ 278,346	\$ 283,004	\$ (4,658)
Total Operating Expenses	\$ 46,239	\$ 43,594	\$ 2,645		\$ 239,821	\$ 240,628	\$ (807)
Net Operating Income	\$ 49,683	\$ 32,674	\$ 17,009		\$ 57,000	\$ 14,496	\$ (17,251)
Other Expenses	\$ 5,867	\$ 6,208	\$ (341)		\$ 29,330	\$ 31,040	\$ (1,710)
Management Fee	\$ 5,713	\$ 5,827	\$ (114)		\$ 28,564	\$ 29,135	\$ (571)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Depreciation	\$ 154	\$ 381	\$ 545		\$ 766	\$ 1,905	\$ (1,139)
Net Cash From Ops	\$ 43,816	\$ 26,466	\$ 17,350		\$ 27,670	\$ (16,544)	\$ (49,377)
Rounds							
Total Rounds	4,881	4,285	596		16,095	14,769	1,326
Avg. Green Fee/Cart Fee	\$28.17	\$28.24	\$ (0.06)		\$32.73	\$33.58	\$ (0.84)
Avg. Merchandise/round	\$1.32	\$1.39	\$ (0.07)		\$1.88	\$1.85	\$ 0.03

Overview:

- Overall revenues for December finished at \$151,760 versus a budgeted amount of \$134,360 for a positive gain of \$17,399. The range revenue was positive for \$347 relative to the budgeted amount for the month. The pro shop and merchandise sales also exceeded budget by \$497 as well.
- Total payroll for the month was under the budgeted amount projected by \$2,167. Our team has been very conscientious regarding labor hours without affecting customer service.
- Our operating expenses were over budget by \$2,645 mainly due to added cost of purchasing sand for topdressing of the greens and an unexpected repair bill to fix our current tractor.
- The month of February is the fifth month in our fiscal year with the revenues being ahead of budget by \$35,989 mainly due to a warm weather pattern combined with outstanding course conditions. Total payroll YTD is under budget by \$4,658 with total expenses being slightly under budget as well by \$807.

R&R Projects:

- There were no projects for the month of February.

Tee Sheet Activity:

- There were 4881 total rounds for the month which included 3,872 paid rounds, 801 Annual with Cypress Pass member rounds and 208 other rounds. The round type for the month included 3855 eighteen hole rounds and 922 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.

February 2017 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3872	3578	3778	16095	13469
Annual	801	503	943	3910	3524
Other rounds	208	204	204	1126	867
Total Rounds	4881	4285	4925	21131	17860

Departmental Summaries:

Course & Grounds/Range

- Jason Chennault, our head superintendent has shared the following in regards to our agronomic schedule;
- The Golf Maintenance Team spent the first two weeks of March tending too many of the details and edging of the course in preparation for the club championship. Many hours were spent getting the putting surfaces firmer and faster for championship weekend, as you may have heard the greens were firm, smooth, and fast rolling 12-feet on the stimp meter, the same as Bay Hill was that same weekend.

- During the month already we have had an outside contractor come in and treat every hole for mole crickets and fire ants. The contractors focus was on fairways, tee tops and green surrounds. The Golf Maintenance Team themselves will be treating the rough and the greens separately from now on as needed. Continual efforts are being made for pre and post weed controls, the golf course is much cleaner now than last year, however we do have some winter weeds persisting that will soon fade away with heat.
- In the coming months the GMT will be trimming some palmetto bushes near high play areas around greens, restoring sod to areas devastated by insect or weed control, and of course proper cultural practices such as grooming, brushing, and topdressing of greens.
- 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 and 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 \$427.00 in gift card sales purchased for the month as well as over \$5,260.00 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 have hosted a series of Men's and Ladies golf clinic which have been very well received. We are also introduced a Junior golf clinic series for the month of February in conjunction with early school release days.
- The MGA and WGA leagues continue to play on a weekly basis and continue to be well attended. We also host a weekly Homeowner's nine & dine event where the players enjoy nine holes of golf followed by dinner at the Tavern.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is focusing on booking tournament events for the summer and fall of 2017.
- 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 10,200 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. We have also increased our social media presence with Facebook, Instagram and twitter to reach all demographics of golfers.
- 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. She was involved in a joint effort involving Foundation 37, participating in the collection of non-perishable spring break food drive.

Mindshare Reviews and Comments:

Report run: 3/22/2017 12:33 PM MDT

Data current as of: 3/22/2017 12:33 PM MDT



REPORT CRITERIA

Date of Survey	2/1/17 - 2/28/17
Select level:	Cypress Head

Number of Surveys: 8

#	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					9.4	9.9	8.8	8.8	9.9	100.0	9.5		
Cypress Head					9.4	9.9	8.8	8.8	9.9	100.0	9.5		
Golf					9.4	9.9	8.8	8.8	9.9	100.0	9.5		

- There were over 350 questionnaires mailed out to players during the month with an overall rating for the golf course receiving a 9.5. We also received a recommended rating of 9.9 and our service rating is at 9.9.
- 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. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- Due to favorable weather and course conditions, we have received positive comments from those who have played Cypress Head.
- We are looking forward to the month of March as we begin daylight savings time which will allow us to accommodate more golfers. Our golf leagues will also be returning as well as several tournament events, including the Club Championship.
- We will be offering promotions for March Madness as well as other merchandising sales designed to help increase traffic in our golf shop.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: No

SUBJECT: (G18) First Reading - Ordinance No. 2017-9 - Amending Section 2-273 of the Code of Ordinances

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2017-9.

SUMMARY: Section 2-273 of the Code of Ordinances currently authorizes the City Manager to prepare written regulations and procedures necessary for the implementation of Article VI (Finance), however, such regulations are not effective until approved by Council. Upon approval of the ordinance, additional revisions consistent with the ordinances, may become effective upon approval by the City Manager. The final review by the city manager will be consistent with numerous administrative regulations and will improve the process and the governmental/operational efficiency .

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-9	Ord. No. 2017-9.pdf
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Tracey Riehm	Created/Initiated - 03/14/2017
Tracey Riehm	Approved - 03/14/2017
Kelly Conard	Approved - 03/15/2017
Shannon Balmer	Approved - 03/21/2017
Margaret Roberts	Approved - 03/23/2017
Jake Johansson	Approved - 03/23/2017
Robin Fenwick	Final Approval - 03/23/2017

ORDINANCE NO. 2017-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV, DIVISION 2, SECTION 2-273 REGARDING ADDITIONAL REGULATIONS AND PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the City Manager's authority to prepare regulations and procedures for the Purchasing Division, as established in the Code of Ordinances, so long as not inconsistent with Federal law, Florida Statutes, and the City of Port Orange municipal code; and

WHEREAS, the City Council recognizes the need for efficient and effective administrative policies for conducting the business of the City; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to 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 Section 2-273 of the Code of Ordinances to read as follows:

Sec. 2-273. – Additional regulations and procedures.

The city manager is hereby authorized to prepare any written regulations and procedures not inconsistent with provisions of this article which he may deem to be necessary for the implementation of this article. ~~Such regulations and procedures shall become effective if and when approved by the city council.~~

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

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 _____, 2017

Passed and adopted on second and final reading on the day of _____, 2017

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: No

SUBJECT: (G19) New Port Orange Website Progress Update

DEPARTMENT: Administrative Services

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: N/A

SUMMARY: Jamie Miller, Interim Administrative Services Director and James Hicks, Information Technology Manager, will brief City Council on the progress made to date on the City's new website and present a mock-up of the design.

Project No.: Funding Account No.:

ATTACHMENTS:

James Hicks
Jamie Miller
Jake Johansson
Robin Fenwick

Created/Initiated - 03/14/2017
Approved - 03/16/2017
Approved - 03/22/2017
Final Approval - 03/23/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2017

Consent item: No

SUBJECT: (H21) City Manager Comments

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: A service contract with the Halifax Humane Society was approved for renewal on July 19, 2016. The Police Department has budgeted \$65,000 to provide for the care and treatment of animals picked up in the City of Port Orange and is requesting the spending authority for this amount. Based on the Council approved contract for services and the Budget approval I am authorizing the payment of \$40,280 for the latest cat issue we dealt with in January. This is being brought to Council attention due to the amount spent on a single case.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 03/14/2017
Approved - 03/22/2017
Final Approval - 03/23/2017
