



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 17, 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 Chaplain Farzad Nourian of Florida Memorial Hospital
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. October 3, 2017 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Award of ITB #17-38 to Ring Power Corporation for Purchase of a Pre-Owned Forklift
 - b. Award of ITB #17-06 for McDonald Road and Victoria Gardens Boulevard Sidewalks
 - c. Award of ITB #17-36 to Cubco, Inc. for T-shirts, Staff Shirts, and Sporting Uniforms
 - d. Approval of Amendment No. 1 for Government Finance Officers Association (GFOA)
 - e. Authorization of FY18 Expenditure for Superion, Inc. (formerly SunGard Public Sector, Inc.)
8. Resolution No. 17-55 - Ratifying and Accepting \$99,729.00 for Victims of Crime Act (VOCA) Grant

9. Resolution No. 17-57 - Ratifying Application and Accepting Grant Funds from Volusia County Coastal Division for the Derelict Vessel Removal Program
10. Resolution No. 17-58 - Establishing and Approving an Early Retirement/Separation Program for Fiscal Year 2018
11. Approval of Historic Tree Removal – 3454 County Walk Drive
12. Approval of Utility Service and Miscellaneous Receivable Write-offs for FY18

C. CITIZEN PARTICIPATION (Agenda)

13. Cameron McClelland - Waiver of Rental Fees for Coraci fields

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

E. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

15. Florida City Government Week 2017 Proclamation

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

16. Citizen Advisory Committee for TPO

H. PUBLIC HEARING

17. First Reading - Ordinance No. 2017-30 – Rezoning/3518 Nova Road, Case No. 17-60000002

I. REGULAR AGENDA

18. Ratification of Emergency Generator rental with Ring Power Corporation and Electrical Services with Economy Electric
19. Financial Report - August 2017

J. COMMENTS

20. City Attorney Comments
21. City Manager Comments
 - a. Report on the intent to award a Sole Source Purchase to Sunstate Meter & Supply, Inc.
 - b. Report on intent to award of a Sole Source to Core & Main (formerly HD Supply Waterworks)

K. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

- a. ArtHaus
- b. Port Orange/South Daytona Chamber of Commerce
- c. Roundtable of Elected Officials

L. 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 AN 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, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY 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 7-1-1 or 1-800-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
OCTOBER 3, 2017

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

Pledge of Allegiance

Invocation by Rev. David Troxler of First Christian Church

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

Motion to move Items #16 & 17 to the beginning of the meeting was made by Councilman Stiltner, and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Ted Nofall, citizen, expressed his concerns regarding the current process of the Consent Agenda as it relates to public comments.

5. Agenda Approval

There were no changes.

6. Approval of Minutes

- a. September 19, 2017 - Regular City Council Meeting
- b. September 26, 2017 - City Council Special Meeting/Workshop

7. Approval of Lease Agreement with Palmer College for the Former Allen Green Center

8. Major Special Event Request – First Turn Steakhouse & Lounge – 5236, 5204, & 5164 South Ridgewood Avenue

9. Major Special Event Request - The Last Resort Bar - 5812 South Ridgewood Avenue

10. Major Special Event Request - Winner's Pub - 5934 South Ridgewood Avenue

11. Major Special Event Request – Lighthouse Loop Half Marathon & 5K @ the access road to Our Deck Down Under at 78 E. Dunlawton Avenue and Panhead's Pizzeria at 4085 Ridgewood Avenue.

12. Major Special Event Request - Hold Fast Tattoo - 5153 South Ridgewood Avenue

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

CITIZEN PARTICIPATION (Agenda)

13. Volusia/Flagler Sierra Club - Kristine Cunningham, Vice Chair

Ms. Cunningham discussed the campaign for *Ready for 100%* which is a national campaign to transition City's to 100% renewable energy. She asked for Council's support with the Mayor signing the endorsement presented. Council asked questions regarding the costs of the program, which will be based on the number of cities participating. Mayor Burnette wants full support from Council before he agrees to sign the Mayor's endorsement. Mr. Johansson explained his efforts to encourage Staff to go paperless and reduce energy. Mayor Burnette asked that the item be placed on a future agenda for their consideration.

Motion to move Citizen Participation (Non-Agenda) to be heard prior to Item #14 was made by Vice Mayor Ford, and Seconded by Councilman Bastian. Motion carried unanimously by roll call vote. (Wendell Dallarosa had no objections.)

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Ben Talluto, citizen, discussed issues with the culvert at Meeker Place and the lack of the flapper valve. He asked for the valve to be replaced. Mr. Johansson advised that the project is planned for year three and will be paid for with the FY18 increase in the stormwater fee.

Mr. Noftall discussed his concerns with the actions of the Mayor at the meeting on September 19, 2017 where he abruptly recessed. He asked Council to allow rebuttal when Staff contradicts the public's comments. He asked why there are police officers in attendance at this meeting and believes it is to intimidate citizens.

14. W. DallaRosa - City Complaint

Wendell Dallarosa, citizen, discussed his concerns regarding the City Manager's actions toward him with regard to a camera placed on his subdivision's property. The camera was actually placed at the gate to the subdivision by someone hired by the the HOA Board's management company and not the City of Port Orange.

COUNCIL COMMENTS

15. Comments/Concerns from Council Members

Vice Mayor Ford has been meeting with various groups around the City regarding flooding issues. He will be discussing his notes with the City Manager soon. He mentioned concerns with parking problems because of homes being rented out to too many people.

Councilman Stiltner expressed concern with the major vehicular accident last week and the long delay from EVAC. The Fire Chief is investigating the incident and will provide a report.

Mayor Burnette thanked residents for their patience during the Hurricane Irma clean-up efforts of Staff.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

16. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details of the August 2017 golf reports. He also discussed the recent and upcoming events being held at the golf course. Don Burke, The Tavern owner, said things are going well with the restaurant. They have received good reviews on food and service. He lowered the prices of the food and beverages. Mr. Johansson wants to have a discussion with Council regarding the business model of the restaurant moving forward.

PUBLIC HEARING

17. Second Reading - Ordinance No. 2017-29 - Second Amendment to the Groves PCD Master Development Agreement and Conceptual Development Plan, Case No. 17-40000002

Mayor Burnette read Ordinance No. 2017-29.

ORDINANCE NO. 2017-29

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE GROVES PLANNED COMMERCIAL DEVELOPMENT MASTER DEVELOPMENT AGREEMENT FOR APPROXIMATELY +/-12.1 ACRES GENERALLY LOCATED ON CLYDE MORRIS BOULEVARD AND SOUTH OF MADELINE AVENUE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2017-29 was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

COMMENTS

18. City Attorney Comments

There was nothing further.

19. City Manager Comments

Mr. Johansson asked Council to consider unfreezing the new positions in next year's budget as he has funded those positions and made cuts to other items. The positions are needed.

Motion to unfreeze the new position in the Fire Department was made by Vice Mayor Ford, and Seconded by Councilman Tramont. Motion carried unanimously by voice vote.

Motion to unfreeze the new position for a Recreation Supervisor in the Parks & Recreation Department was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Vice Mayor Ford asked about the funds available and reserves. Mr. Johansson explained the reimbursement expectations from FEMA for Hurricane Irma clean-up and the need for this position. Discussion was held regarding the Recreation Supervisor position and duties.

Motion carried 3-2 by roll call vote with
Councilman Tramont and Vice Mayor
Ford voting no.

On October 17, 2017, Mr. Johansson will discuss the budget adjustments made to balance the budget. He advised Council of additional payments to the unfunded liability in the pension funds as follows: \$100,000 to the Police Pension; \$100,000 to the Fire Pension; and \$50,000 to the General Employees' Pension.

COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

a. River to Sea TPO – Councilman Bastian reported on the recent meeting held.

b. General Employees' Pension Plan – Councilman Stiltner reported on the year end numbers of the plan.

ADJOURNMENT: 8:38 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: Yes

SUBJECT: (B7a) Award of ITB #17-38 to Ring Power Corporation for Purchase of a Pre-Owned Forklift

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION:

Move to approve the award of ITB #17-38 for the purchase of a pre-owned forklift to Ring Power Corporation for a total amount of \$78,700. This includes the base bid amount of \$73,250 and Alternate #3 in the amount of \$5,450 for an extended warranty.

SUMMARY:

The Public Utilities Department is requesting the approval to award ITB 17-38 Purchase of a Pre-Owned Forklift to Ring Power Corporation for a total amount of \$78,700.

On September 8, 2017, the Purchasing Division received one submission for the ITB 17-38 Purchase of a Pre-Owned Forklift. Ring Power Corporation was the only responsive bidder. The Water Reclamation Facility Manager and the Fleet Operations Manager is in agreement that this item will best meet the needs of the department.

The Public Utilities Department is requesting approval to award the purchase of a Pre-Owned Forklift to Ring Power Corporation. The total base bid is \$73,250.00. The department is also requesting to award Alternate #3, Warranty Extension in the amount of \$5,450. Total purchase price is not to exceed \$78,700.00.

CM verified this price is better than most used and all new forklifts on the market. Ring Power is a trusted vendor with the city and it is in the best interest to the city to purchase this equipment even though there was only one responsive bidder.

Project No.: MME004 Funding Account No.: 401 0400 535 6400

ATTACHMENTS:

1.	Standard Contract for Services	Ring Power Corporation Standard Contract for Service.pdf
2.	Intent to Award Notification	ITB 17-38 Notice Of Award.pdf
3.	ITB 17-38 Original Bid Documents	ITB_#17-38_PURCHASE_OF_A_PRE-OWNED_FORKLIFT.PDF
4.	ITB 17-38 Bid Tabulation	ITB # 17-38 Tabulation Sheet.pdf

5.	ITB 17-38 Ring Power Bid Submission	ITB # 17-38 Ring Power Response .pdf
6.	Department Justification Memo	Public Utilities Department - WRF ITB 17-32 Bid Award for Forklift.pdf

Julia Wiggins	Created/Initiated - 09/25/2017
Julia Wiggins	Approved - 09/25/2017
Rick Wilson	Approved - 09/25/2017
Lynn Stevens	Approved - 09/25/2017
Jeff Fontane	Approved - 09/25/2017
Tracey Riehm	Approved - 09/27/2017
Margaret Roberts	Approved - 10/04/2017
Jake Johansson	Approved - 10/04/2017
Robin Fenwick	Final Approval - 10/05/2017



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **RING POWER CORPORATION** ("Contractor"), a Florida corporation whose principal address is 500 World Commerce Parkway, Saint Augustine, Florida 32092. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with a pre-owned forklift, which includes Alternate #3, a three (3) year extended warranty for power train and hydraulics only, and as further described in Invitation to Bid No 17-38 ("ITB 17-38") and Contractor Proposal, attached hereto as Exhibit "1." A complete copy of ITB 17-38, and the Contractor's Response is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Term: Notwithstanding the date of execution, the term of this Contract shall commence on October 17, 2017 and shall continue for a period of sixty (60) days. Delivery shall be within 15 calendar days from issuance of a Purchase Order, and Contractor shall complete training and final documentation within 20 days after delivery. (the "Term").

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," attached hereto, subject to a limit not to exceed Seventy-Eight Thousand Seven Hundred and 00/100 Dollars (\$78,700.00). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

4. Contract Administration. The Interim Public Works Director, Lynn Stevens, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

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

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

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

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

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

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

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

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

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Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	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 work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Body Injury: \$200,000 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
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Department Head waives Insurance for work under \$ _____, unless otherwise required by law.		

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

13. Modifications or Changes to this Contract

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

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

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

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

14. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

17. Inspection

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

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

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

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

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

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

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing

subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between this Contract and Exhibit No. 1, this Contract shall control.

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: Lynn Stevens, Interim Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Ring Power Corporation
Attention: John Duncan, Sales Representative
Ring Power Corporation
500 World Commerce Parkway
Saint Augustine, Florida 32092
(904) 737-7730 – business
(904) 494-7576 – facsimile
John.Duncan@ringpower.com

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

26. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

Witnesses:

RING POWER CORPORATION

By: _____

Randal L. Ringhaver, 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: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF SAINT JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Randal L. Ringhaver, as President of Ring Power Corporation, a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name:_____

By:_____
Donald O. Burnette, Mayor

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name:_____

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

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

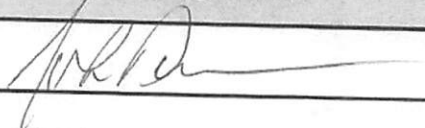


ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING BID FORM

CITY OF PORT ORANGE FORKLIFT FOR RECLAIMED WATER PLANT

ITB # 17-38

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:	Ring Power Corporation
CONTACT PERSON:	John Duncan
EMAIL ADDRESS:	john.duncan@ringpower.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	FORKLIFT (PER SPECIFICATIONS LISTED IN SCOPE)	1	EACH	\$ 72,500.00	\$ 72,500.00
2	TRAINING (PER SPECIFICATIONS LISTED IN SCOPE)	1	EACH	\$ 750.00	\$ 750.00
TOTAL BASE BID					\$ 73,250.00
ALTERNATE #1	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 1 YEAR (POWER TRAIN & HYDRAULICS ONLY)	1	EACH	\$ 1,725.00	NA
ALTERNATE #2	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 1 YEAR (FOR ELECTRONICS ONLY, IF AVAILABLE)	1	EACH	NA	NA
ALTERNATE #3	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 3 YEARS (POWER TRAIN & HYDRAULICS ONLY)	1	EACH	\$ 5,450.00	\$ 5,450.00
ALTERNATE #4	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 3 YEARS (FOR ELECTRONICS ONLY, IF AVAILABLE)	1	EACH	NA	NA

EQUIPMENT MAINTENANCE RECORDS MUST BE SUBMITTED WITH BID

ALTERNATE EQUIPMENT OPTIONS					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
	NOT APPLICABLE	1	EACH		\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -

EQUIPMENT MAINTENANCE RECORDS MUST BE SUBMITTED WITH BID

EXHIBIT "1"

Cat[®] TL642

Telehandler

Specifications

Engine

Model	Cat [®] 3054C DIT	
Gross Power (Basic)	74 kW	99 hp
Net Power (Basic)	70.4 kW	94.5 hp
• Net Power shown is the power available at the flywheel when equipped with fan, air cleaner, muffler and alternator.		

Weights

Operating Weight	9180 kg	20,240 lb
------------------	---------	-----------

Operating Specifications

Rated Load Capacity	2948 kg	6,500 lb
Maximum Lift Height	12.8 m	42 ft
Maximum Forward Reach	9.1 m	30 ft
Frame Leveling	10°	
Top Travel Speed	30 kph	20.4 mph
Capacity at Max Height	2948 kg	6,500 lb
Capacity at Max Reach	317 kg	700 lb
Turning Radius over Tires	3.7 m	12 ft

Hydraulic System—Implement

Gear Pump	Single-section
• Auxiliary Hydraulic Circuit used for all attachments equipped with cylinders or other hydraulic components. Consists of valves, controls and hydraulic lines.	

Service Refill Capacities

Fuel Tank	144 L	38 gal
Hydraulic System	151.4 L	40 gal

Tires

Standard	13.00 x 24-12 PR
Optional	13.00 x 24 Foam Filled 13.00 x 24 Rock Lug 13.00 x 24 Solid

Transmission Speeds

Forward	4 speed
Reverse	3 speed

Boom Performance

Boom Up	13 Seconds
Boom Down	10 Seconds
Tele In	13 Seconds
Tele Out	14 Seconds
Drawbar Pull (Loaded)	80.07 kN 18,000 lb

Axles

- Trunnion mounted planetary 55 degree steer axles.
- Integral steer cylinder.
- High bias limited slip differential on front axle.

Brakes

- Service Brakes are inboard wet disc brakes on front and rear axles.
- Parking Brakes are spring-applied hydraulic release on front axle. Light on dash indicates when brake is on.

Instruments

- Volt meter, hourmeter, engine oil pressure gauge, fuel gauge, water temperature gauge. All gauges protected by clear acrylic cover.

Work Tools

	Includes Auxiliary Electrics	Includes Auxiliary Electrics
Hydraulic IT IT Coupler	(2) 1524 mm, 51 mm x 152 mm	(2) 60 in, 2 in x 6 in
Pallet Forks	(2) 1219 mm, 60 mm x 102 mm	(2) 48 in, 2.36 in x 4 in
Cubing Forks	(2) 1219 mm, 51 mm x 51 mm	(2) 48 in, 2 in x 2 in
Standard Tilt Carriage	1270 mm	50 in
Wide Tilt Carriage	1829 mm	72 in
Standard Rotate Carriage	1270 mm	50 in
Wide Rotate Carriage	1829 mm	72 in
Swing Carriage	100°, 1829 mm, 4028 kg Capacity, 2268 kg Swung	100°, 72 in, 9,000 lb Capacity, 5,000 lb Swung
Side Shift Carriage	1.22 m	48 in

CAT[®]



Cat[®] TL642

Telehandler

Specifications

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Model	Cat [®] 3054C DIT	
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Capacity at Max Reach	317 kg	700 lb
Turning Radius over Tires	3.7 m	12 ft

Hydraulic System—Implement

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Fuel Tank	144 L	38 gal
Hydraulic System	151.4 L	40 gal

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Transmission Speeds

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Reverse	3 speed

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Boom Down	10 Seconds	
Tele In	13 Seconds	
Tele Out	14 Seconds	
Drawbar Pull (Loaded)	80.07 kN	18,000 lb

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Pallet Forks	(2) 1219 mm, 60 mm x 102 mm	(2) 48 in, 2.36 in x 4 in
Cubing Forks	(2) 1219 mm, 51 mm x 51 mm	(2) 48 in, 2 in x 2 in
Standard Tilt Carriage	1270 mm	50 in
Wide Tilt Carriage	1829 mm	72 in
Standard Rotate Carriage	1270 mm	50 in
Wide Rotate Carriage	1829 mm	72 in
Swing Carriage	100°, 1829 mm, 4028 kg Capacity, 2268 kg Swung	100°, 72 in, 9,000 lb Capacity, 5,000 lb Swung
Side Shift Carriage	1.22 m	48 in



MAINTENANCE
AND
REPAIR
HISTORY

Make: AA Ser No: 0THG01015 Model: TL642C Div: R Prod Code: H
 Eqp Sts: U Inv Sts: F Warr types: R R R R R R
 Last Known SMU: 1,397.0 H (H,M,K) Acquis Dt: 4/07/16 Labor Hours: 60
 Parts: 725.88 Labor: 2,550.34 Misc: 120.53
 Total Parts, Labor, Miscellaneous and Flat Rate All: 3,396.75

SEGMENT DETAIL

Invoice Dt	7/17/17	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	7/17/17	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	7/17/17	Repairs	A TURN	MACHINE
Invoice Dt	6/14/17	Repairs	REMOVE& INSTALL	PALLET FORKS
Invoice Dt	5/24/17	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	5/24/17	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	5/24/17	Repairs	A TURN	MACHINE
Invoice Dt	5/02/17	Repairs	A TURN	MACHINE
Invoice Dt	5/02/17	Repairs	REMOVE& INSTALL	PALLET FORKS
Invoice Dt	3/24/17	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	3/24/17	Repairs	TROUBLESHOOT	MACHINE
Invoice Dt	3/24/17	Repairs	REPAIR	HYDRAULIC HOSES/LINES +

CF3:Fold

Any Turn status Definition/ Preventive Maintenance

Every time a piece of Equipment is returned off Rent the Unit is thoroughly with an inspection list to confirm that the unit has no outstanding issues or updates.

All functions fluids and grease able items are checked and services are preformed when needed.

D3500 EMS

EQUIPMENT MAINTENANCE & REPAIR REVIEW

EM321102

Make: AA Ser No: 0THG01015 Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: R R R R R
Last Known SMU: 1,397.0 H (H,M,K) Acquis Dt: 4/07/16 Labor Hours: 60
Parts: 725.88 Labor: 2,550.34 Misc: 120.53
Total Parts, Labor, Miscellaneous and Flat Rate All: 3,396.75

SEGMENT DETAIL

Invoice Dt	3/21/17	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	3/21/17	Repairs	REMOVE& INSTALL	HYDRAULIC HOSES/LINES
Invoice Dt	3/14/17	Repairs	A TURN	MACHINE
Invoice Dt	3/07/17	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	3/07/17	Repairs	TROUBLESHOOT	MACHINE
Invoice Dt	3/07/17	Repairs	REMOVE& INSTALL	HYDRAULIC HOSES/LINES
Invoice Dt	2/27/17	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	2/27/17	Repairs	A TURN	MACHINE
Invoice Dt	2/27/17	Repairs	REPLACE	ROTATING CARRIAGE
Invoice Dt	2/27/17	Repairs	REPLACE	ROTATING CARRIAGE
Invoice Dt	1/30/17	Repairs	A TURN	MACHINE
Invoice Dt	12/16/16	Repairs	PERFORM MAINTENANCE ON	1000 SVC HOUR MAINTENA +

CF3:Fold

EXHIBIT "1"

D3500 EMS

EQUIPMENT MAINTENANCE & REPAIR REVIEW

EM321102

Make: AA Ser No: 0THG01015 Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: R R R R R
Last Known SMU: 1,397.0 H (H,M,K) Acquis Dt: 4/07/16 Labor Hours: 60
Parts: 725.88 Labor: 2,550.34 Misc: 120.53
Total Parts, Labor, Miscellaneous and Flat Rate All: 3,396.75

SEGMENT DETAIL

Invoice Dt 12/15/16	Repairs STEAM CLEAN	MACHINE
Invoice Dt 12/15/16	Repairs A TURN	MACHINE
Invoice Dt 12/15/16	Repairs STEAM CLEAN	MACHINE
Invoice Dt 11/22/16	Repairs TRAVEL TO/FROM	MACHINE
Invoice Dt 11/22/16	Repairs TROUBLESHOOT	MACHINE
Invoice Dt 11/22/16	Repairs REMOVE& INSTALL	QUICK COUPLER
Invoice Dt 8/30/16	Repairs STEAM CLEAN	MACHINE
Invoice Dt 8/30/16	Repairs A TURN	RENTAL STORE LARGE
Invoice Dt 7/26/16	Repairs STEAM CLEAN	MACHINE
Invoice Dt 7/26/16	Repairs A TURN	RENTAL STORE LARGE
Invoice Dt 7/14/16	Repairs A TURN	RENTAL STORE LARGE
Invoice Dt 7/14/16	Repairs TROUBLESHOOT	HYDRAULIC SYSTEM

+

CF3: Fold

EXHIBIT "1"

D3500 EMS

EQUIPMENT MAINTENANCE & REPAIR REVIEW

EM321102

Make: AA Ser No: 0THG01015 Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: R R R R R
Last Known SMU: 1,397.0 H (H,M,K) Acquis Dt: 4/07/16 Labor Hours: 60
Parts: 725.88 Labor: 2,550.34 Misc: 120.53
Total Parts, Labor, Miscellaneous and Flat Rate All: 3,396.75

SEGMENT DETAIL

Invoice Dt	4/26/16	Repairs	INSTALL	
Invoice Dt	4/25/16	Repairs	PERFORM	PALLET FORKS
Invoice Dt	4/25/16	Repairs	PRE-DELIVER	PRODUCT SUPPORT PGM (PSP)
Invoice Dt	4/25/16	Repairs	INSTALL	MACHINE
Invoice Dt	4/25/16	Repairs	REPLACE	DECALS
Invoice Dt	4/25/16	Repairs	REMOVE& INSTALL	HYDRAULIC HOSES/LINES
Invoice Dt	4/25/16	Repairs	PERFORM	ATTACHMENT
				PRODUCT SUPPORT PGM (PSP)

CF3:Fold

EXHIBIT "1"



NOTICE OF AWARD

ITB # 17-38

ITB #17-38 PURCHASE OF A PRE-OWNED FORKLIFT

September 19, 2017

On September 8, 2017 purchasing received one (1) bid submittal for ITB# 17-38 Purchase of a Pre-Owned Forklift. After review by City Staff it has been determined to award to Ring Power Corporation of St. Augustine, Florida for the cost of \$73,250 and alternate #3 \$5450 for a total purchase cost of \$78,700. Recommendation will be presented to City Council on October 17, 2017.

David Battaglia
Purchasing Agent

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

**PURCHASE OF A PRE-OWNED FORKLIFT
ITB #17-38**



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: August 11, 2017

Bid Due Date and Time: September 8, 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 #17-38 PURCHASE OF A PRE-OWNED FORKLIFT

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #17-38 PURCHASE OF A PRE-OWNED FORKLIFT. 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 September 8, 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.

DESCRIPTION: *The City of Port Orange Public Utilities Reclaimed Water Plant is soliciting sealed bids for the provision of purchasing a pre-owned gently used forklift that is capable of working off the road way. 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 Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #17-38 PURCHASE OF A PRE-OWNED FORKLIFT in the subject line. Last day for questions will be **September 1, 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 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 David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #17-38 PURCHASE OF A PRE-OWNED FORKLIFT."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – August 11, 2017

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN

SEALED BID NO. ITB #17-38

BID TITLE: PURCHASE OF A PRE-OWNED FORKLIFT

DUE DATE/TIME: September 11, 2017 at 2:30 P.M.

SUBMITTED BY: (Name of Company)

DELIVER TO:
City of Port Orange City Clerk's Office
Attn: David Battaglia
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

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

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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 purchasing a pre-owned gently used forklift that is capable of working off the road way. 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 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:August 11, 2017

Deadline for Questions: September 1, 2017 by 5:00 P.M.

Final Addendum Posting: September 4, 2017 by 5:00 P.M.

Bids Due: September 8, 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:

City of Port Orange City Clerk's Office
Attn: David Battaglia, Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the 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.

QUESTIONS REGARDING THIS ITB:

All questions shall reference “ITB #17-38 PURCHASE OF A PRE-OWNED FORKLIFT” 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.

Only the locked, fillable Excel document provided by the City with this ITB will be accepted for submittal of the Vendor's Bid/Cost/Fee Proposal. Any other form of submittal will be deemed non-responsive.

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.

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 gently used pre-owned 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 in new condition.
- 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 hrs.
- F. Unit must be no more than 3 years old.
- G. Equipment maintenance records shall be provided with bid proposal.
- H. Unit shall be provided with a 90-day unlimited warranty.

Preferred Brands are; Lull, 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 15 calendar days after award and notice to proceed.

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. Preferred vendor will have a response time of 2 hours for warranty service. All transportation of unit for repairs under warranty will be provided by the vendor.

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 provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. **ACCEPTANCE BY CITY**

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

2. **ADDENDUM**

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

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

3. **ADDITIONAL GOODS**

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

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

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

8. **AWARDS**

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

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

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

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

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

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

10. **BID RETURNS**

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

11. **BID PROTEST**

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

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

Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

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

13. **BONDS**

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

14. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

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

16. **CHANGE ORDER REQUEST NOTIFICATION**

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

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc.

Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

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

18. **CONDUCT OF VENDORS**

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

19. **CONE OF SILENCE**

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

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

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

20. **CONFLICT OF INTEREST**

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

21. **CONFLICT OF INSTRUCTIONS**

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

22. **CONTRACT**

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

23. **CONTRACT OBLIGATION**

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

24. **CONTRACT RENEWALS**

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

25. **COOPERATIVE PURCHASING**

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

26. **COPYRIGHT AND PATENT RIGHTS**

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

27. **COST INCURRED BY VENDOR**

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

28. **DAMAGE**

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

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

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

31. **DELIVERY OF GOODS/SERVICES**

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

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

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

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

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

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

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

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

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

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

35. **EVALUATION**

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

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

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

37. **EXCEPTIONS TO SPECIFICATIONS**

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

38. **E-VERIFY**

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

39. **FACILITIES**

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

40. **FAILURE TO RESPOND**

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

41. **FINANCIAL STABILITY**

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

42. **FORCE MAJEURE**

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

43. **GOVERNING FORMS**

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

44. **GOVERNING LAW**

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

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

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

45. **GRANT FUNDING**

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

46. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service,

a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

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

49. **INDEPENDENT CONTRACTOR**

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

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

50. **INSPECTIONS AND TESTING**

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

51. **INSURANCE**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

52. **INSURANCE CANCELLATION**

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

INSURANCE REQUIREMENTS-(IF APPLICABLE)

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: David Battaglia, Purchasing Agent, 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.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) Days from the ITB opening date.

CONTRACT TERM

The term of the contract shall be from the notice to proceed in the form of purchase order issuance. Substantial completion will be 15 calendar days for delivery with final completion being another 20 calendar days for training and documentation wrap up.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have a minimum of five (5) years' prior successful experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

[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– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Listing of Subcontractors
- _____ Form 7.10 – Vendor Application
- _____ Form 7.11 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED
NUMBER

TELEPHONE NUMBER / FAX

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

printed typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

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

Business _____ Name of _____

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

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

[Notary: Please select one]

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: _____

Payment Remit to Name: _____

Contact Person and Title: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Taxpayer Identification Number (TIN): _____

Tax Classification:

- | | |
|---|--|
| ☐ Individual/Sole Proprietor/Single Member LLC | ☐ S Corporation |
| ☐ Partnership | ☐ C Corporation |
| ☐ Other (Explain) _____ | ☐ Trust/Estate |

Current W-9 Attached (Required) ☐ Yes

Type of Commodity/Services _____

Does your company accept Purchasing Cards (i.e. Visa)? ☐ Yes ☐ No

Permanent Address:

Address _____

City _____ State _____ Zip Code _____

Remit to Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Please inform the Purchasing Division of all address, contact information or insurance changes.

PURCHASING GENERAL TERMS AND CONDITIONS

The City objects in advance to the inclusion of any additional terms and conditions proposed by the vendor in its acceptance or acknowledgement of any order. The inclusion of terms and conditions, or reference thereto, by the vendor shall be of no significance, shall not be binding on the City, and the City's acceptance of the vendor's goods or services shall not be deemed as acceptance of such terms and conditions. The terms and conditions contained in a Supplemental Document, as defined hereinafter, to the Purchase Order shall only control if and when a Supplemental Document to the Purchase Order is signed by the City Manager or Mayor. The terms and conditions contained in a Supplemental Document fully executed by the City Manager or Mayor are incorporated herein by this reference. **In the event that a vendor contracts with the City via a Supplemental Document and there is a conflict between the general terms and conditions set forth herein and the Supplemental Document, the terms and conditions of the Supplemental Document shall control. Supplemental Document shall be defined as to include invitation to bid, proposal, quote, and contract.** Unless otherwise stated on the face of a purchase order, the following terms and conditions shall apply:

- 1. ACCEPTANCE.** The Purchase Order ("PO") issued by the City of Port Orange ("the City") and made apart hereof by reference, becomes a binding contract, subject to the terms and conditions set forth herein, upon confirmation of the PO by the Vendor; or by the commencement of the work set forth in the PO; or by acceptance of payment for the work set forth in the PO. Any change, addition or modification to the terms set forth on the face of the PO must be agreed to in writing by the City.
- 2. ASSIGNMENT.** Neither the PO nor any interest under such PO may be assigned by Vendor without the prior written consent of City.
- 3. CHANGES.** City shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs or the time required for Vendor's required performance, an equitable adjustment will be made and the PO will be modified, in writing, accordingly.
- 4. COMPLIANCE WITH LAWS.** Vendor warrants that all goods and services applicable under the PO will have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws and regulations. Vendor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are incorporated by this reference.
- 5. FREIGHT.** Vendor shall ensure that shipper complies with the shipping terms and instructions stated on the face of the PO. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (i) a chargeback for any freight cost increase; or (ii) a chargeback for the full cost of the freight.
- 6. INSPECTION.**
 - a. All goods and/or services, purchased are subject to City's inspection, test and approval at destination, whether or not prior payments have been made or inspections have been performed by the City. All goods and/or services not in accordance with specifications may be rejected and held subject to shippers' orders. Shipper must pay all expenses, including freight both ways, on rejected goods.
 - b. If goods and/or services provided hereunder are rejected, in whole or in part by the City by reason of the Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein and on the face of the PO, City, after notifying Vendor in writing may (i) return the rejected portion of such goods and/or services to Vendor at Vendor's expense or hold the same for such disposal as Vendor shall indicate, without invalidating the remainder of the PO; (ii) may reject the

entire shipment of goods and cancel the PO for any undelivered goods; or (iii) to cause Vendor to pay City promptly for expenses incurred in remedying the defective or nonconforming goods and/or services (including without limitation, the purchase of substitute (or functionally equivalent) goods and/or services), or to cause Vendor, at Vendor's expense, to expeditiously replace, upgrade, or repair any defective or rejected goods. If the option set forth in (i) is exercised, City may, in its discretion, reduce the quantity specified in the PO by the number of goods and/or services returned or rejected.

7. INDEMNIFICATION. The City reserves the right to add in a Supplemental Document, as previously defined to include invitation to bid, proposal, quote, and contract, the following clause or substantially similar language:

Vendor 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 Vendor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Vendor 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 by or resulting from the sole negligence of City or any of its officers, agents, or employees.

8. INTELLECTUAL PROPERTY INDEMNIFICATION. Vendor warrants that there has been no violation or infringement of any copyright, trade name, trademark, patent or related intellectual property right, as a result of manufacturing, producing or selling the goods. Vendor further agrees to defend and indemnify City, its officers, agents and employees from all claims, expenses and liabilities arising from any actual or alleged intellectual property violation or infringement.

9. INSURANCE. THE DEPARTMENT HEAD HAS THE RIGHT TO WAIVE CERTAIN INSURANCE REQUIREMENTS AND SHALL PROVIDE THE WAIVER WITH THE REQUEST FOR PURCHASE ORDER. IF INSURANCE IS REQUIRED, THE FOLLOWING TERMS SHALL APPLY:

Vendor shall maintain all insurance as required by the City. Vendor shall provide to the City a certificate of insurance evidencing coverage and identifying the City as an additional insured. Failure of the Vendor to provide a certificate of insurance shall not relieve the Vendor from its responsibility to maintain the insurance coverage required by the City. The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount and classification required by the City. 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. For worker's 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 for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Vendor shall not commence work until the City has received a certificate or certificates of insurance and endorsements evidencing the required insurance. Vendor shall be solely responsible to provide the City the written original certificate, notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. If insurance policies required are not provided to the City within thirty (30) days of the date requested, this Vendor Application and Agreement may be terminated.

10. INVOICING. Vendor agrees to submit an invoice with each shipment showing the PO number. All invoices should be issued to the City c/o Accounts Payable. The discount period of any cash discounts available to the City will commence on the date of the invoice. When freight is prepaid by Vendor, Vendor must show freight charges separately; before adding freight charges, and submit a copy of the freight bill with the invoice. No allowance will be made for boxes, reels, drums or other returnable containers unless so stated on the face of the PO and invoiced separately.

11. JURISDICTION AND VENUE. For any suit or proceeding to enforce the provisions of the PO, Vendor irrevocably consents to the jurisdiction of the Courts of the State of Florida. Furthermore, Vendor agrees that the PO will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, without giving effect to its principles of conflicts of law.

12. OVERSHIPMENT. Quantities in excess of that shown on the face of the PO, if rejected, will be returned to Vendor at Vendor's risk and expense. Any excess quantities that City accepts will be billed at the PO price.

13. TERMINATION. City reserves the right to cancel all or any part of the PO without penalty.

14. TIME. Time is of the essence of the PO. The City reserves the right to cancel the PO (or any portion) without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by City.

15. TITLE. Unless the face of the PO provides for the City's assumption of ownership at the point of shipment, title to the goods purchased under the PO remains with the Vendor until such goods are off-loaded at the City facility or site specified on the face of the PO; provided, however, that in all cases, Vendor shall bear all risks of loss or damage in transit until such goods are delivered to City's facility or site and accepted by City or its designee.

16. WARRANTY. Vendor expressly warrants that all goods, services, workmanship, and title furnished and/or delivered pursuant to the PO and the terms and conditions stated herein will be free from defects in material, workmanship and title. Further Vendor warrants all goods and/or services will conform in all respects to all applicable specifications, drawings, and shall be fit for its intended use and service. All goods and/or services shall be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by City unless otherwise stipulated herein. Upon notification by City, Vendor shall correct any defect either by repair or replacement of the defective goods subject to the approval of the City, at Vendor's expense, provided that City's continued use of said defective goods pending repair or replacement shall not constitute a waiver by City under the PO. Further warrants that all goods and/or services covered by the PO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-956) and its regulations in effect as of the date of the PO. These warranties shall survive acceptance of and payment for the goods and/or services furnished.

17. PAYMENT. Vendor agrees that payment will be made subject to "Local Government Prompt Payment Act", Sections 218.70-218.74, Florida Statutes, and in accordance with the City's policies and procedures, including but not limited to the requirement that Vendor shall be required to maintain a Current Vendor Application on file with the City. Prior to release of payment, Vendor shall be required to make current the vendor application on file with the City. For purposes set forth herein, a "Current Vendor Application" shall include the following: 1) an updated, completed, and executed current vendor application; 2) proof of current and updated insurance, if required; 3) updated and completed W-9, and 4) any other documentation that may be required by the City or otherwise required by law.

18. PUBLIC RECORDS COMPLIANCE. Vendor shall also be defined as to include the term set forth in Chapter 119.0701(1)(a), Florida Statutes. Vendor 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 records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
- (d) Upon completion of the Contract, Vendor shall transfer to the City, at no cost, all public records in possession of the Vendor 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.
- (e) Comply with the City's request for records within a reasonable time. Failure to comply with the City's request for records within a reasonable time may subject Vendor to penalties set forth in Chapter 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT 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

19. SEVERABILITY. Vendor understands and agrees that if any provision, term, or condition stated herein or on the face of the PO is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Vendor and the City shall be construed and enforced as if the PO and this Vendor Application and Agreement did not contain the particular provision, term or condition held to be invalid.

20. COUNTERPARTS; FACSIMILE SIGNATURES. This Vendor Application and 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. Any party may effect the execution and delivery of this Vendor Application and Agreement by signing the same and sending a copy thereof to the City by facsimile, email or other electronic mean and so executed, shall have the full force and effect as an original.

***[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES FOLLOW ON NEXT PAGE]***

ACKNOWLEDGEMENT AND AUTHORIZATION

Vendor acknowledges, authorizes, and agrees to the following:

1. The Vendor, as also defined to include principals and officers authorized to legally bind and obligate the Vendor for purposes set forth herein, does hereby certify under penalty of law that this Vendor Application and Agreement and all attachments provided are correct and were prepared under Vendor direction or supervision. Furthermore, Vendor is legally authorized to sign this Vendor Application and Agreement and by such execution does hereby approve and accept all of the terms and conditions contained herein.
2. The Vendor does hereby certify that Vendor has read and understands the Vendor Application and Agreement and Purchasing General Terms and Conditions contained herein.
3. The Vendor does hereby certify that no person (or concern) in connection with the Vendor, so far as is known, is disqualified from public contracting or purchasing from any agency of the federal government, State of Florida or City of Port Orange. Vendor further certifies that Vendor will notify the City of Port Orange should any person (or concern) in connection with the Vendor, so far as is known, becomes disqualified while Vendor contracts with the City of Port Orange.
4. Vendor acknowledges and agrees to be bound by the terms and conditions set forth in the Current Vendor Application form approved by the City Finance Director, posted on the City's website, www.port-orange.org as of the date of issuance on the face of the PO and as otherwise referenced herein. Furthermore, it shall be the Vendor's responsibility to maintain a Current Vendor Application, as defined in Section 16 of this Vendor Application and Agreement, on file with the City. Vendor agrees that the City is not required to make payment until the Current Vendor Application is filed.

Name of Vendor: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please return the completed Vendor Application and Agreement along with the required documentation to:

City of Port Orange

Attn: Purchasing Division

1000 City Center Circle

Port Orange, FL 32129

Or email: PurchDiv@port-orange.org

Any questions, please call the Purchasing Division at (386) 506-5718.

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.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>Applies to accounts maintained outside the U.S.</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. 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.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table>	Social security number													-					or									Employer identification number													-				
Social security number																																														
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Employer identification number																																														
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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 ▶ _____

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:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. 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.

This document must be completed and returned with your Submittal

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or a abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

*** NOTE TO VENDORS***

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

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

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

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

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

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

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

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

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

FORM 7.11 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.11 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____
My Commission Expires: _____

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

Below is a sample of the bid cost/fee proposal that must be included with a Vendor's sealed bid package. A fillable, locked Excel document is uploaded along with this ITB document on DemandStar.com for completion by the Vendor and must be included in the Vendor's sealed bid submittal. **Only the Cost/Fee Proposal document provided by the City will be acceptable.**



ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING BID FORM

CITY OF PORT ORANGE FORKLIFT FOR RECLAIMED WATER PLANT

ITB # 17-38

Completed Exhibit 1 Bid Proposal form **MUST** be included with Bid Submission
 Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
 Fill in pricing in highlighted green cells, preferably electronically.
 Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	FORKLIFT (PER SPECIFICATIONS LISTED IN SCOPE)	1	EACH	\$ -	\$ -
2	TRAINING (PER SPECIFICATIONS LISTED IN SCOPE)	1	EACH	\$ -	\$ -
TOTAL BASE BID					\$ -
ALTERNATE #1	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 1 YEAR (POWER TRAIN & HYDRAULICS ONLY)	1	EACH	\$ -	\$ -
ALTERNATE #2	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 1 YEAR (FOR ELECTRONICS ONLY, IF AVAILABLE)	1	EACH	\$ -	\$ -
ALTERNATE #3	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 3 YEARS (POWER TRAIN & HYDRAULICS ONLY)	1	EACH	\$ -	\$ -
ALTERNATE #4	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 3 YEARS (FOR ELECTRONICS ONLY, IF AVAILABLE)	1	EACH	\$ -	\$ -
EQUIPMENT MAINTENANCE RECORDS MUST BE SUBMITTED WITH BID					

ALTERNATE EQUIPMENT OPTIONS					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
EQUIPMENT MAINTENANCE RECORDS MUST BE SUBMITTED WITH BID					

This document must be completed and returned with your Submittal

STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)



**CITY OF PORT ORANGE
STANDARD CONTRACT FOR GOODS/SERVICES**

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "____," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
 - (b) Combination Payment and Performance Bond (F.S. § 255.05)
4. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

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

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

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

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

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy 2-272 (Alterations or modifications of contracts), shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

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

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

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

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

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

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

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

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

19. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as

provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force

Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

25. Additional Provisions. As may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

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

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

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____

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

28. Contract Construction

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

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

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

[Remainder of this page intentionally left blank]

FOR INFORMATIONAL PURPOSES ONLY

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____ a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

/CA ____



End of Solicitation Documents



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

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

ITB NUMBER: 17-38
ITB TITLE: PURCHASE OF A PRE-OWNED FORKLIFT
OPENING DATE/TIME: September 8, 2017 at 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		Ring Power Corporation			
1	Form 7.1 Submittal Checklist	YES			
2	Form 7.2 Bidder's Acknowledgment	YES			
3	Form 7.3 Addendum & Change Order Acknowledgement	YES			
4	Form 7.4 Drug Free Preference Statement	YES			
5	Form 7.5 Statement on Public Entity Crimes	YES			
6	Form 7.6 Affidavit of Anti-Collusion	YES			
7	Form 7.7 Statement of Vendors Qualifications	YES			
8	Form 7.8 Professional References	YES			
9	Form 7.9 Listing of Subcontractors	YES			
10	Form 7.10 Vendor Application	YES			
11	Form 7.11 Local Business Affidavit of Eligibility	YES			
12	Attachment 1 – Bid Proposal	YES			
	1 Original, 1 Digital Copy	YES			
	Deemed Responsive?	YES			
	TOTAL BASE BID	\$ 73,250.00	\$ -	\$ -	\$ -
Alternate 1	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 1 YEAR (POWER TRAIN & HYDRAULICS ONLY IF AVAILABLE)	\$ 1,725.00	\$ -	\$ -	\$ -
Alternate 2	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 1 YEAR (FOR ELECTRONICS ONLY, IF AVAILABLE)	\$ -	\$ -	\$ -	\$ -
Alternate 3	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 3 YEARS (POWER TRAIN & HYDRAULICS ONLY IF AVAILABLE)	\$ 5,450.00	\$ -	\$ -	\$ -
Alternate 4	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 3 YEARS (FOR ELECTRONICS ONLY, IF AVAILABLE)"	\$ -	\$ -	\$ -	\$ -
Opened and tabulated by:		David Battaglia, Purchasing Agent			
Witnessed by:		Marla Callanan			



CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

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ITB NUMBER: 17-38
ITB TITLE: PURCHASE OF A PRE-OWNED FORKLIFT
OPENING DATE/TIME: September 8, 2017 at 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Required Forms					
1	Form 7.1 Submittal Checklist				
2	Form 7.2 Bidder's Acknowledgment				
3	Form 7.3 Addendum & Change Order Acknowledgement				
4	Form 7.4 Drug Free Preference Statement				
5	Form 7.5 Statement on Public Entity Crimes				
6	Form 7.6 Affidavit of Anti-Collusion				
7	Form 7.7 Statement of Vendors Qualifications				
8	Form 7.8 Professional References				
9	Form 7.9 Listing of Subcontractors				
10	Form 7.10 Vendor Application				
11	Form 7.11 Local Business Affidavit of Eligibility				
12	Attachment 1 – Bid Proposal				
1 Original, 1 Digital Copy					
Alternate 1	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 1 YEAR (POWER TRAIN & HYDRAULICS ONLY IF AVAILABLE)	\$ -	\$ -	\$ -	\$ -
Alternate 2	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 1 YEAR (FOR ELECTRONICS ONLY, IF AVAILABLE)	\$ -	\$ -	\$ -	\$ -
Alternate 3	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 3 YEARS (POWER TRAIN & HYDRAULICS ONLY IF AVAILABLE)	\$ -	\$ -	\$ -	\$ -
Alternate 4	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 3 YEARS (FOR ELECTRONICS ONLY, IF AVAILABLE)"	\$ -	\$ -	\$ -	\$ -



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

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

ITB NUMBER: 17-38
ITB TITLE: FALSE
OPENING DATE/TIME: September 8, 2017 at 2:30 P.M.

		Response 9	Response 10	Response 11	Response 12
Submittal Required Forms					
1	Form 7.1 Submittal Checklist				
2	Form 7.2 Bidder's Acknowledgment				
3	Form 7.3 Addendum & Change Order Acknowledgem				
4	Form 7.4 Drug Free Preference Statement				
5	Form 7.5 Statement on Public Entity Crimes				
6	Form 7.6 Affidavit of Anti-Collusion				
7	Form 7.7 Statement of Vendors Qualifications				
8	Form 7.8 Professional References				
9	Form 7.9 Listing of Subcontractors				
10	Form 7.10 Vendor Application				
11	Form 7.11 Local Business Affidavit of Eligibility				
12	Attachment 1 – Bid Proposal				
#REF!	Attachment 1-Bid Proposal				
1 Original, 1 Digital Copy					
	Deemed Responsive?				
	TOTAL BASE BID	\$ -	\$ -	\$ -	\$ -
1	ALTERNATE #1 -1 YEAR WARRANTY	\$ -	\$ -	\$ -	\$ -
2	ALTERNATE #2 EMERGENCY LED LIGHTING	\$ -	\$ -	\$ -	\$ -
3	ALTERNATE #3 -SCENIC LED LIGHTING	\$ -	\$ -	\$ -	\$ -
4	ALTERNATE #4 -LOAD LED LIGHTING	\$ -	\$ -	\$ -	\$ -

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

**PURCHASE OF A PRE-OWNED FORKLIFT
ITB #17-38**



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: August 11, 2017

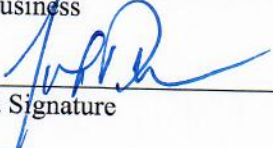
Bid Due Date and Time: September 8, 2017 at 2:30 P.M.

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

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 – Statement of Vendor's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Listing of Subcontractors
- ☒ Form 7.10 – Vendor Application
- ☒ Form 7.11 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ 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
9/5/2017
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.

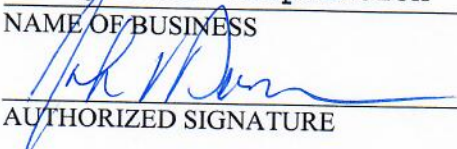
I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested 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):

<u>Ring Power Corporation</u>	<u>500 World Commerce Parkway</u>
NAME OF BUSINESS	MAILING ADDRESS
	<u>St Augustine, Fl 32092</u>
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
<u>John Duncan, VP/Asst Govt Sales Mgr</u>	<u>904-626-0398/904-494-7576</u>
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX
NUMBER	
<u>59-0934246</u>	<u>john.duncan@ringpower.com</u>
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF Florida COUNTY OF St Johns

The foregoing instrument was acknowledged before me this day of September, 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: 09/30/2019


Notary Public

This document must be completed and returned with your Submittal

ELVIRA ELLIOTT
Notary Public, State of Florida
My Comm. Expires Sept 30, 2019
Commission No. FF 901594

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092
904.494.7464

City of Port Orange
Bid ITB # 17-38

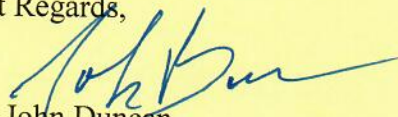
9-5-2017

Exceptions to bid

Ring Power will take the following exceptions to bid ITB 17-38 Forklift for Reclaimed Water Plant:

1. We take exception to Page 8 Litigation history: We do not have any litigation that is relevant to this transaction.
2. Page 15 'Acceptance by the City' the city ask for 30 days to inspect the equipment.
We would ask for the following:
 - A. The unit would be stored on the City of Port Orange property until the city accepts the property.
 - B. The unit would not be operated except for inspection purposes only
 - C. The unit be added to the Cities insurance against fire theft and vandalism.
3. Page 27. We take exception to Builders Risk Insurance. Not relevant.
4. Paragraph 84 page 33-34. We take exception to the audit rights language. However we can provide copies of pertinent documents. We will not allow auditors to review our records.
5. Warranty section 113 page 38: Ring Power takes exception to this section, we have priced the warranty asked for. Ring Power is not the Warranty provider, we are the administrator. We will administer the warranty set forth by the manufacturer, all warranty decisions will be determined by the vendor in accordance with the manufacturer.
6. Page 7 Standard Contracts Number 22. We would take exception to this section in its entirety. Should we be the apparent low bidder, we would like to discuss alternative language.
7. Due to the nature of the item being bid "used ", we need to add "Subject to Availability". As we are not sure what may happen between submission and acceptance, in the event the selected model may become committed, we will make every effort to find a suitable replacement "
8. In regards to Training, we would like to postpone it until the City has accepted the unit. The City asks for training within 10 days but also asks for 30 days to accept the unit.
9. Page 21 Section 31, 66. We take exception to any liquidation expenses.
10. Page 51 Section 6b. We take exception to any liquidation expenses

Best Regards,



John Dunean
Ring Power Corporation

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: _____

Printed Name: John Duncan

Title: VP/Asst. Govt Sales Mgr

STATE OF Florida

COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me this 5 day of September, 2017 by
John Duncan, as VP/Asst. Govt Sales Mgr of

(NAME)

(TITLE)

Ring Power Corporation

and who:

(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

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 7.4 – 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: [Signature]
Printed Name: John Duncan
Title: VP/Asst. Govt Sales Mgr

STATE OF FLORIDA
COUNTY OF ST JOHNS

Sworn to (or affirmed) and subscribed before me this 5 day of September, 2017, by
John Duncan, as VP/Asst. Govt Sales Mgr of
(NAME) (TITLE)
Ring Power Corporation and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida

This document must be completed and returned with your Submittal

printed typed or stamped name, commission and expiration:

ELVIRA ELLIOTT
Notary Public, State of Florida
My Comm. Expires Sept 30, 2019
Commission No. FF 901594

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 500 World Commerce Pkwy, St Augustine, FL 32092.
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.)**

Business Ring Power Corporation Name of _____
By: [Signature]
Printed Name: John Duncan
Title: VP/Asst Govt Sales Mgr

STATE OF Florida
COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me this 5 day of September, 2017, by John Duncan, as VP/Asst Govt Sales Mgr 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
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 7.6 – ANTI-COLLUSION FORM

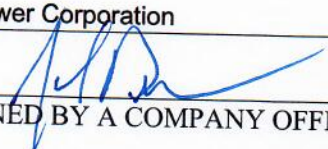
ANTI-COLLUSION STATEMENT BID FORM:

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/Assistant Governmental Sales Manager

ADDRESS: 500 World Commer Parkway

CITY: St Augustine, FL STATE: FL ZIP CODE: 32092

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 – 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 Parkway, St Augustine, FL 32092**
- C. Date organized. **1962**
- D. If a corporation, where incorporated. **State of Florida**
- E. How many years have you been engaged in the contracting business under your present firm or trade name? **55 Years**
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) **N/A**
- G. General character of work performed by your company. **Sales/Service/Rental of Caterpillar heavy equipment**
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? **No**
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. **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. **N/A**
- L. Experience in work similar to this type of project. **55 Years**
- M. Background and experience of the principal members of your organization, including the officers. **** See Below**
- N. Credit currently available: \$ **N/A**
- O. Give bank reference: **Wells Fargo**
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? **No**

**** Mr. Randal Ringhaver, Chairman and President, started his career at Ring Power January 1, 1969. 45 years of experience in all different facets of the company i.e. sales, rentals, service and parts.**

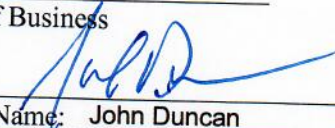
Mr. David Alban, COO, started his career on June 4, 2001. During his 16 years with the company he has served in Used Equipment sales, New Sales Inventory Control, International Sales, VP of Service Operations and VP New Sales, Rental Store and Product Support.

(Form 7.7 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: John Duncan

Title: VP/Asst. Govt Sales Manager

STATE OF Florida

COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me this 5 day of September, 2017, by
John Duncan, as VP/Asst. Govt Sales Manager of
Ring Power Corporation and who:

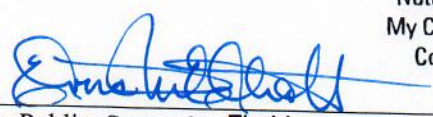
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

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 7.8 – 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: Deland, Florida
Telephone Number: 386-254-1595
Email Address: rgilmore@volusia.org
Description of goods or
Services provided: Sales, Service and Rentals
Contract Amount: Over \$1,000,000
Start/End Date of Contract: On-going
2. Company Name: Putnam County
Contact Person: Bill Rulon
City, State: Patterson, Florida
Telephone Number: 386-329-1211
Email Address: Bill.Rulon@Putnam-FL.com
Description of goods or
Services provided: Sales, Service and Rentals
Contract Amount: Over \$1,000,000
Start/End Date of Contract: On-going
3. Company Name: St Johns County
Contact Person: Jeff Pearson
City, State: St Augustine, Florida
Telephone Number: 904-209-0246
Email Address: jpearson@sjcfl.us
Description of goods or
Services provided: Sales, Service and Rentals
Contract Amount: Over \$1,000,000
Start/End Date of Contract: On-going

This document must be completed and returned with your Submittal.

FORM 7.9 – 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

Not Applicable

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



CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange
 Attn: Purchasing Division
 (386) 506-5718
PurchDiv@port-orange.org
 1000 City Center Circle
 Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: Ring Power Corporation
 Payment Remit to Name: Same as Above
 Contact Person and Title: John Duncan
 Phone Number: 904-737-7730 Fax Number: 904-494-7576
 Email Address: john.duncan@ringpower.com
 Taxpayer Identification Number (TIN): 59-0934246

Tax Classification:

- | | |
|---|---|
| ☐ Individual/Sole Proprietor/Single Member LLC | ☒ S Corporation |
| ☐ Partnership | ☐ C Corporation |
| ☐ Other (Explain) _____ | ☐ Trust/Estate |

Current W-9 Attached (Required) ☒ Yes

Type of Commodity/Services Construction Heavy Equipment

Does your company accept Purchasing Cards (i.e. Visa)? ☐ Yes ☒ No

Permanent Address:

Address 500 World Commerce Parkway
 City St Augustine State FL Zip Code 32092

Remit to Address (if different from above):

Address same as above
 City _____ State _____ Zip Code _____

Please inform the Purchasing Division of all address, contact information or insurance changes.

City of Port Orange Vendor Application and Agreement

Revised April 2017

PURCHASING GENERAL TERMS AND CONDITIONS

The City objects in advance to the inclusion of any additional terms and conditions proposed by the vendor in its acceptance or acknowledgement of any order. The inclusion of terms and conditions, or reference thereto, by the vendor shall be of no significance, shall not be binding on the City, and the City's acceptance of the vendor's goods or services shall not be deemed as acceptance of such terms and conditions. The terms and conditions contained in a Supplemental Document, as defined hereinafter, to the Purchase Order shall only control if and when a Supplemental Document to the Purchase Order is signed by the City Manager or Mayor. The terms and conditions contained in a Supplemental Document fully executed by the City Manager or Mayor are incorporated herein by this reference. **In the event that a vendor contracts with the City via a Supplemental Document and there is a conflict between the general terms and conditions set forth herein and the Supplemental Document, the terms and conditions of the Supplemental Document shall control. Supplemental Document shall be defined as to include invitation to bid, proposal, quote, and contract.** Unless otherwise stated on the face of a purchase order, the following terms and conditions shall apply:

- 1. ACCEPTANCE.** The Purchase Order ("PO") issued by the City of Port Orange ("the City") and made apart hereof by reference, becomes a binding contract, subject to the terms and conditions set forth herein, upon confirmation of the PO by the Vendor; or by the commencement of the work set forth in the PO; or by acceptance of payment for the work set forth in the PO. Any change, addition or modification to the terms set forth on the face of the PO must be agreed to in writing by the City.
- 2. ASSIGNMENT.** Neither the PO nor any interest under such PO may be assigned by Vendor without the prior written consent of City.
- 3. CHANGES.** City shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs or the time required for Vendor's required performance, an equitable adjustment will be made and the PO will be modified, in writing, accordingly.
- 4. COMPLIANCE WITH LAWS.** Vendor warrants that all goods and services applicable under the PO will have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws and regulations. Vendor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are incorporated by this reference.
- 5. FREIGHT.** Vendor shall ensure that shipper complies with the shipping terms and instructions stated on the face of the PO. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (i) a chargeback for any freight cost increase; or (ii) a chargeback for the full cost of the freight.
- 6. INSPECTION.**
 - a. All goods and/or services, purchased are subject to City's inspection, test and approval at destination, whether or not prior payments have been made or inspections have been performed by the City. All goods and/or services not in accordance with specifications may be rejected and held subject to shippers' orders. Shipper must pay all expenses, including freight both ways, on rejected goods.
 - b. If goods and/or services provided hereunder are rejected, in whole or in part by the City by reason of the Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein and on the face of the PO, City, after notifying Vendor in writing may (i) return the rejected portion of such goods and/or services to Vendor at Vendor's expense or hold the same for such disposal as Vendor shall indicate, without invalidating the remainder of the PO; (ii) may reject the

entire shipment of goods and cancel the PO for any undelivered goods; or (iii) to cause Vendor to pay City promptly for expenses incurred in remedying the defective or nonconforming goods and/or services (including without limitation, the purchase of substitute (or functionally equivalent) goods and/or services), or to cause Vendor, at Vendor's expense, to expeditiously replace, upgrade, or repair any defective or rejected goods. If the option set forth in (i) is exercised, City may, in its discretion, reduce the quantity specified in the PO by the number of goods and/or services returned or rejected.

7. INDEMNIFICATION. The City reserves the right to add in a Supplemental Document, as previously defined to include invitation to bid, proposal, quote, and contract, the following clause or substantially similar language:

Vendor 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 Vendor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Vendor 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 by or resulting from the sole negligence of City or any of its officers, agents, or employees.

8. INTELLECTUAL PROPERTY INDEMNIFICATION. Vendor warrants that there has been no violation or infringement of any copyright, trade name, trademark, patent or related intellectual property right, as a result of manufacturing, producing or selling the goods. Vendor further agrees to defend and indemnify City, its officers, agents and employees from all claims, expenses and liabilities arising from any actual or alleged intellectual property violation or infringement.

9. INSURANCE. THE DEPARTMENT HEAD HAS THE RIGHT TO WAIVE CERTAIN INSURANCE REQUIREMENTS AND SHALL PROVIDE THE WAIVER WITH THE REQUEST FOR PURCHASE ORDER. IF INSURANCE IS REQUIRED, THE FOLLOWING TERMS SHALL APPLY:

Vendor shall maintain all insurance as required by the City. Vendor shall provide to the City a certificate of insurance evidencing coverage and identifying the City as an additional insured. Failure of the Vendor to provide a certificate of insurance shall not relieve the Vendor from its responsibility to maintain the insurance coverage required by the City. The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount and classification required by the City. 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. For worker's 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 for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Vendor shall not commence work until the City has received a certificate or certificates of insurance and endorsements evidencing the required insurance. Vendor shall be solely responsible to provide the City the written original certificate, notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. If insurance policies required are not provided to the City within thirty (30) days of the date requested, this Vendor Application and Agreement may be terminated.

10. INVOICING. Vendor agrees to submit an invoice with each shipment showing the PO number. All invoices should be issued to the City c/o Accounts Payable. The discount period of any cash discounts available to the City will commence on the date of the invoice. When freight is prepaid by Vendor, Vendor must show freight charges separately; before adding freight charges, and submit a copy of the freight bill with the invoice. No allowance will be made for boxes, reels, drums or other returnable containers unless so stated on the face of the PO and invoiced separately.

11. JURISDICTION AND VENUE. For any suit or proceeding to enforce the provisions of the PO, Vendor irrevocably consents to the jurisdiction of the Courts of the State of Florida. Furthermore, Vendor agrees that the PO will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, without giving effect to its principles of conflicts of law.

12. OVERSHIPMENT. Quantities in excess of that shown on the face of the PO, if rejected, will be returned to Vendor at Vendor's risk and expense. Any excess quantities that City accepts will be billed at the PO price.

13. TERMINATION. City reserves the right to cancel all or any part of the PO without penalty.

14. TIME. Time is of the essence of the PO. The City reserves the right to cancel the PO (or any portion) without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by City.

15. TITLE. Unless the face of the PO provides for the City's assumption of ownership at the point of shipment, title to the goods purchased under the PO remains with the Vendor until such goods are off-loaded at the City facility or site specified on the face of the PO; provided, however, that in all cases, Vendor shall bear all risks of loss or damage in transit until such goods are delivered to City's facility or site and accepted by City or its designee.

16. WARRANTY. Vendor expressly warrants that all goods, services, workmanship, and title furnished and/or delivered pursuant to the PO and the terms and conditions stated herein will be free from defects in material, workmanship and title. Further Vendor warrants all goods and/or services will conform in all respects to all applicable specifications, drawings, and shall be fit for its intended use and service. All goods and/or services shall be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by City unless otherwise stipulated herein. Upon notification by City, Vendor shall correct any defect either by repair or replacement of the defective goods subject to the approval of the City, at Vendor's expense, provided that City's continued use of said defective goods pending repair or replacement shall not constitute a waiver by City under the PO. Further warrants that all goods and/or services covered by the PO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-956) and its regulations in effect as of the date of the PO. These warranties shall survive acceptance of and payment for the goods and/or services furnished.

17. PAYMENT. Vendor agrees that payment will be made subject to "Local Government Prompt Payment Act", Sections 218.70-218.74, Florida Statutes, and in accordance with the City's policies and procedures, including but not limited to the requirement that Vendor shall be required to maintain a Current Vendor Application on file with the City. Prior to release of payment, Vendor shall be required to make current the vendor application on file with the City. For purposes set forth herein, a "Current Vendor Application" shall include the following: 1) an updated, completed, and executed current vendor application; 2) proof of current and updated insurance, if required; 3) updated and completed W-9, and 4) any other documentation that may be required by the City or otherwise required by law.

18. PUBLIC RECORDS COMPLIANCE. Vendor shall also be defined as to include the term set forth in Chapter 119.0701(1)(a), Florida Statutes. Vendor 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 records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
- (d) Upon completion of the Contract, Vendor shall transfer to the City, at no cost, all public records in possession of the Vendor 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.
- (e) Comply with the City's request for records within a reasonable time. Failure to comply with the City's request for records within a reasonable time may subject Vendor to penalties set forth in Chapter 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT 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

19. SEVERABILITY. Vendor understands and agrees that if any provision, term, or condition stated herein or on the face of the PO is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Vendor and the City shall be construed and enforced as if the PO and this Vendor Application and Agreement did not contain the particular provision, term or condition held to be invalid.

20. COUNTERPARTS; FACSIMILE SIGNATURES. This Vendor Application and 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. Any party may effect the execution and delivery of this Vendor Application and Agreement by signing the same and sending a copy thereof to the City by facsimile, email or other electronic mean and so executed, shall have the full force and effect as an original.

**[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES FOLLOW ON NEXT PAGE]**

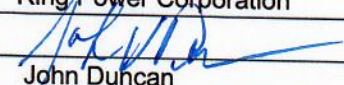
City of Port Orange Vendor Application and Agreement

Revised April 2017

ACKNOWLEDGEMENT AND AUTHORIZATION

Vendor acknowledges, authorizes, and agrees to the following:

1. The Vendor, as also defined to include principals and officers authorized to legally bind and obligate the Vendor for purposes set forth herein, does hereby certify under penalty of law that this Vendor Application and Agreement and all attachments provided are correct and were prepared under Vendor direction or supervision. Furthermore, Vendor is legally authorized to sign this Vendor Application and Agreement and by such execution does hereby approve and accept all of the terms and conditions contained herein.
2. The Vendor does hereby certify that Vendor has read and understands the Vendor Application and Agreement and Purchasing General Terms and Conditions contained herein.
3. The Vendor does hereby certify that no person (or concern) in connection with the Vendor, so far as is known, is disqualified from public contracting or purchasing from any agency of the federal government, State of Florida or City of Port Orange. Vendor further certifies that Vendor will notify the City of Port Orange should any person (or concern) in connection with the Vendor, so far as is known, becomes disqualified while Vendor contracts with the City of Port Orange.
4. Vendor acknowledges and agrees to be bound by the terms and conditions set forth in the Current Vendor Application form approved by the City Finance Director, posted on the City's website, www.port-orange.org as of the date of issuance on the face of the PO and as otherwise referenced herein. Furthermore, it shall be the Vendor's responsibility to maintain a Current Vendor Application, as defined in Section 16 of this Vendor Application and Agreement, on file with the City. Vendor agrees that the City is not required to make payment until the Current Vendor Application is filed.

Name of Vendor: Ring Power Corporation
Signature: 
Printed Name: John Duncan
Title: VP/Asst Govt Sales Manager
Date: September 5, 2017

Please return the completed Vendor Application and Agreement along with the required documentation to:

City of Port Orange
Attn: Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Or email: PurchDiv@port-orange.org

Any questions, please call the Purchasing Division at (386) 506-5718.

City of Port Orange Vendor Application and Agreement

6

Revised April 2017

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. 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 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.	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		Requester's name and address (optional)
6 City, state, and ZIP code St. Augustine, Florida 32092		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
5	9	-	0	9	3	4	2	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ <i>Daniel McCune</i>	Date ▶ <i>1/10/2017</i>
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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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

¹ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

*** 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.

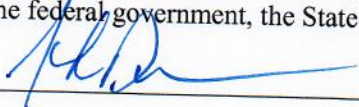
Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer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

Commodity/Services Caterpillar Heavy Equipment sales and/or rentals.

This document must be completed and returned with your Submittal

FORM 7.11 – 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): 17-38

BUSINESS NAME: Ring Power Corporation
CONTACT PERSON/TITLE: John Duncan
MAILING ADDRESS: 401 N Tomoka Farms Rd
CITY-STATE-ZIP: Daytona Beach, FL 32124
Length of Time at Address Provided: _____

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☒ The City of Port Orange ☒ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): 59-0934246

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 904-737-7730 FAX: 904-494-7576

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared John Duncan who, after being sworn according to law, stated that he or she was authorized to represent Ring Power Corporation and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.11 – Local Business Affidavit of Eligibility – Page 2)

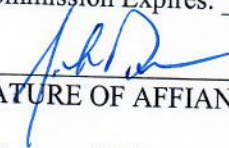
SWORN AND SUBSCRIBED BEFORE ME



SIGNATURE OF NOTARY PUBLIC

THIS 5 DAY OF September, 2017

My Commission Expires: 9/30/2019


SIGNATURE OF AFFIANT

9.6.2017
DATE

John Duncan, VP/Asst Govt Sales Manager

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
NOTARY SEAL

This document must be completed and returned with your Submittal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2017

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 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: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B: St. Paul Fire & Marine Ins. Co.</td> <td>24767</td> </tr> <tr> <td>INSURER C: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co of CT	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:															
INSURED RPC Inc; Ring Power Corporation; (Other Named Insds below, if applicable) 500 World Commerce Parkway St. Augustine, FL 32092															

COVERAGES
CERTIFICATE NUMBER: 17/18 Master
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		HC2EEXGL475M558 4TCT17 Limit is Excess over \$3,000,000 SIR.	04/01/2017	07/01/2018	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 ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		HC2ECAP475M5399 TCT17 Includes Garagekeepers	04/01/2017	07/01/2018	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 ☒ RETENTION \$10000		ZUP61M5404317NF	04/01/2017	07/01/2018	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		HC2NUB475M540617	04/01/2017	07/01/2018	☒ WC STATUTORY LIMITS ☐ OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

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

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





Cat[®] TL642

Telehandler

Specifications

Engine

Model	Cat [®] 3054C DIT	
Gross Power (Basic)	74 kW	99 hp
Net Power (Basic)	70.4 kW	94.5 hp
• Net Power shown is the power available at the flywheel when equipped with fan, air cleaner, muffler and alternator.		

Weights

Operating Weight	9180 kg	20,240 lb
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Operating Specifications

Rated Load Capacity	2948 kg	6,500 lb
Maximum Lift Height	12.8 m	42 ft
Maximum Forward Reach	9.1 m	30 ft
Frame Leveling	10°	
Top Travel Speed	30 kph	20.4 mph
Capacity at Max Height	2948 kg	6,500 lb
Capacity at Max Reach	317 kg	700 lb
Turning Radius over Tires	3.7 m	12 ft

Hydraulic System—Implement

Gear Pump	Single-section
• Auxiliary Hydraulic Circuit used for all attachments equipped with cylinders or other hydraulic components. Consists of valves, controls and hydraulic lines.	

Service Refill Capacities

Fuel Tank	144 L	38 gal
Hydraulic System	151.4 L	40 gal

Tires

Standard	13.00 x 24-12 PR
Optional	13.00 x 24 Foam Filled 13.00 x 24 Rock Lug 13.00 x 24 Solid

Transmission Speeds

Forward	4 speed
Reverse	3 speed

Boom Performance

Boom Up	13 Seconds	
Boom Down	10 Seconds	
Tele In	13 Seconds	
Tele Out	14 Seconds	
Drawbar Pull (Loaded)	80.07 kN	18,000 lb

Axles

- Trunnion mounted planetary 55 degree steer axles.
- Integral steer cylinder.
- High bias limited slip differential on front axle.

Brakes

- Service Brakes are inboard wet disc brakes on front and rear axles.
- Parking Brakes are spring-applied hydraulic release on front axle. Light on dash indicates when brake is on.

Instruments

- Volt meter, hourmeter, engine oil pressure gauge, fuel gauge, water temperature gauge. All gauges protected by clear acrylic cover.

Work Tools

	Includes Auxiliary Electrics	Includes Auxiliary Electrics
Hydraulic IT		
IT Coupler	(2) 1524 mm, 51 mm x 152 mm	(2) 60 in, 2 in x 6 in
Pallet Forks	(2) 1219 mm, 60 mm x 102 mm	(2) 48 in, 2.36 in x 4 in
Cubing Forks	(2) 1219 mm, 51 mm x 51 mm	(2) 48 in, 2 in x 2 in
Standard Tilt Carriage	1270 mm	50 in
Wide Tilt Carriage	1829 mm	72 in
Standard Rotate Carriage	1270 mm	50 in
Wide Rotate Carriage	1829 mm	72 in
Swing Carriage	100°, 1829 mm, 4028 kg Capacity, 2268 kg Swung	100°, 72 in, 9,000 lb Capacity, 5,000 lb Swung
Side Shift Carriage	1.22 m	48 in



Cat[®] TL642

Telehandler

Specifications

Engine

Model	Cat [®] 3054C DIT	
Gross Power (Basic)	74 kW	99 hp
Net Power (Basic)	70.4 kW	94.5 hp

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Frame Leveling	10°	
Top Travel Speed	30 kph	20.4 mph
Capacity at Max Height	2948 kg	6,500 lb
Capacity at Max Reach	317 kg	700 lb
Turning Radius over Tires	3.7 m	12 ft

Hydraulic System—Implement

Gear Pump	Single-section	
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• Auxiliary Hydraulic Circuit used for all attachments equipped with cylinders or other hydraulic components. Consists of valves, controls and hydraulic lines.

Service Refill Capacities

Fuel Tank	144 L	38 gal
Hydraulic System	151.4 L	40 gal

Tires

Standard	13.00 x 24-12 PR
Optional	13.00 x 24 Foam Filled 13.00 x 24 Rock Lug 13.00 x 24 Solid

Transmission Speeds

Forward	4 speed
Reverse	3 speed

Boom Performance

Boom Up	13 Seconds	
Boom Down	10 Seconds	
Tele In	13 Seconds	
Tele Out	14 Seconds	
Drawbar Pull (Loaded)	80.07 kN	18,000 lb

Axles

- Trunnion mounted planetary 55 degree steer axles.
- Integral steer cylinder.
- High bias limited slip differential on front axle.

Brakes

- Service Brakes are inboard wet disc brakes on front and rear axles.
- Parking Brakes are spring-applied hydraulic release on front axle. Light on dash indicates when brake is on.

Instruments

- Volt meter, hourmeter, engine oil pressure gauge, fuel gauge, water temperature gauge. All gauges protected by clear acrylic cover.

Work Tools

	Includes Auxiliary Electrics	Includes Auxiliary Electrics
Hydraulic IT IT Coupler	(2) 1524 mm, 51 mm x 152 mm	(2) 60 in, 2 in x 6 in
Pallet Forks	(2) 1219 mm, 60 mm x 102 mm	(2) 48 in, 2.36 in x 4 in
Cubing Forks	(2) 1219 mm, 51 mm x 51 mm	(2) 48 in, 2 in x 2 in
Standard Tilt Carriage	1270 mm	50 in
Wide Tilt Carriage	1829 mm	72 in
Standard Rotate Carriage	1270 mm	50 in
Wide Rotate Carriage	1829 mm	72 in
Swing Carriage	100°, 1829 mm, 4028 kg Capacity, 2268 kg Swung	100°, 72 in, 9,000 lb Capacity, 5,000 lb Swung
Side Shift Carriage	1.22 m	48 in

MAINTENANCE
AND
REPAIR
HISTORY

Make: AA Ser No: OTHG01015 Model: TL642C Div: R Prod Code: H
 Eqp Sts: U Inv Sts: F Warr types: R R R R R R
 Last Known SMU: 1,397.0 H (H,M,K) Acquis Dt: 4/07/16 Labor Hours: 60
 Parts: 725.88 Labor: 2,550.34 Misc: 120.53
 Total Parts, Labor, Miscellaneous and Flat Rate All: 3,396.75

SEGMENT DETAIL

Invoice Dt	7/17/17	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	7/17/17	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	7/17/17	Repairs	A TURN	MACHINE
Invoice Dt	6/14/17	Repairs	REMOVE& INSTALL	PALLET FORKS
Invoice Dt	5/24/17	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	5/24/17	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	5/24/17	Repairs	A TURN	MACHINE
Invoice Dt	5/02/17	Repairs	A TURN	MACHINE
Invoice Dt	5/02/17	Repairs	REMOVE& INSTALL	PALLET FORKS
Invoice Dt	3/24/17	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	3/24/17	Repairs	TROUBLESHOOT	MACHINE
Invoice Dt	3/24/17	Repairs	REPAIR	HYDRAULIC HOSES/LINES +

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Any Turn status Definition/ Preventive Maintenance

Every time a piece of Equipment is returned off Rent the Unit is thoroughly with an inspection list to confirm that the unit has no outstanding issues or updates.

All functions fluids and grease able items are checked and services are preformed when needed.

Make: AA Ser No: OTHG01015

Eqp Sts: U Inv Sts: F Warr types:

Model: TL642C

Div: R Prod Code: H

Last Known SMU: 1,397.0 H (H,M,K)

R

R

R

R

R

R

Parts:

725.88

Labor:

2,550.34

Misc:

120.53

Total Parts, Labor, Miscellaneous and Flat Rate All:

3,396.75

SEGMENT DETAIL

Invoice Dt	3/21/17	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	3/21/17	Repairs	REMOVE& INSTALL	HYDRAULIC HOSES/LINES
Invoice Dt	3/14/17	Repairs	A TURN	MACHINE
Invoice Dt	3/07/17	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	3/07/17	Repairs	TROUBLESHOOT	MACHINE
Invoice Dt	3/07/17	Repairs	REMOVE& INSTALL	HYDRAULIC HOSES/LINES
Invoice Dt	2/27/17	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	2/27/17	Repairs	A TURN	MACHINE
Invoice Dt	2/27/17	Repairs	REPLACE	ROTATING CARRIAGE
Invoice Dt	2/27/17	Repairs	REPLACE	ROTATING CARRIAGE
Invoice Dt	1/30/17	Repairs	A TURN	MACHINE
Invoice Dt	12/16/16	Repairs	PERFORM MAINTENANCE ON	1000 SVC HOUR MAINTENA +

CF3:Fold

Make: AA Ser No: OTHG01015

Model: TL642C

Div: R Prod Code: H

Eqp Sts: U Inv Sts: F Warr types:

R R R R R R

Last Known SMU: 1,397.0 H (H,M,K)

Acquis Dt: 4/07/16

Labor Hours: 60

Parts: 725.88 Labor:

2,550.34 Misc:

120.53

Total Parts, Labor, Miscellaneous and Flat Rate All:

3,396.75

SEGMENT DETAIL

Invoice Dt	12/15/16	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	12/15/16	Repairs	A TURN	MACHINE
Invoice Dt	12/15/16	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	11/22/16	Repairs	TRAVEL TO/FROM	MACHINE
Invoice Dt	11/22/16	Repairs	TROUBLESHOOT	MACHINE
Invoice Dt	11/22/16	Repairs	REMOVE& INSTALL	QUICK COUPLER
Invoice Dt	8/30/16	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	8/30/16	Repairs	A TURN	RENTAL STORE LARGE
Invoice Dt	7/26/16	Repairs	STEAM CLEAN	MACHINE
Invoice Dt	7/26/16	Repairs	A TURN	RENTAL STORE LARGE
Invoice Dt	7/14/16	Repairs	A TURN	RENTAL STORE LARGE
Invoice Dt	7/14/16	Repairs	TROUBLESHOOT	HYDRAULIC SYSTEM

+

CF3:Fold

D3500 EMS

EQUIPMENT MAINTENANCE & REPAIR REVIEW

EM321102

Make: AA Ser No: 0THG01015 Model: TL642C Div: R Prod Code: H
Eqp Sts: U Inv Sts: F Warr types: R R R R R
Last Known SMU: 1,397.0 H (H,M,K) Acquis Dt: 4/07/16 Labor Hours: 60
Parts: 725.88 Labor: 2,550.34 Misc: 120.53
Total Parts, Labor, Miscellaneous and Flat Rate All: 3,396.75

SEGMENT DETAIL

Invoice Dt	4/26/16	Repairs	INSTALL	PALLET FORKS
Invoice Dt	4/25/16	Repairs	PERFORM	PRODUCT SUPPORT PGM (PSP)
Invoice Dt	4/25/16	Repairs	PRE-DELIVER	MACHINE
Invoice Dt	4/25/16	Repairs	INSTALL	DECALS
Invoice Dt	4/25/16	Repairs	REPLACE	HYDRAULIC HOSES/LINES
Invoice Dt	4/25/16	Repairs	REMOVE& INSTALL	ATTACHMENT
Invoice Dt	4/25/16	Repairs	PERFORM	PRODUCT SUPPORT PGM (PSP)

CF3:Fold



ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING BID FORM

CITY OF PORT ORANGE FORKLIFT FOR RECLAIMED WATER PLANT

ITB # 17-38

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:

Ring Power Corporation

CONTACT PERSON:

John Duncan

EMAIL ADDRESS:

john.duncan@ringpower.com

AUTHORIZED SIGNATURE:

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	FORKLIFT (PER SPECIFICATIONS LISTED IN SCOPE)	1	EACH	\$ 72,500.00	\$ 72,500.00
2	TRAINING (PER SPECIFICATIONS LISTED IN SCOPE)	1	EACH	\$ 750.00	\$ 750.00
TOTAL BASE BID					\$ 73,250.00
ALTERNATE #1	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 1 YEAR (POWER TRAIN & HYDRAULICS ONLY)	1	EACH	\$ 1,725.00	NA
ALTERNATE #2	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 1 YEAR (FOR ELECTRONICS ONLY, IF AVAILABLE)	1	EACH	NA	NA
ALTERNATE #3	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 3 YEARS (POWER TRAIN & HYDRAULICS ONLY)	1	EACH	\$ 5,450.00	\$ 5,450.00
ALTERNATE #4	COST OF WARRANTY EXTENSION FOR USED UNIT FOR 3 YEARS (FOR ELECTRONICS ONLY, IF AVAILABLE)	1	EACH	NA	NA
EQUIPMENT MAINTENANCE RECORDS MUST BE SUBMITTED WITH BID					

ALTERNATE EQUIPMENT OPTIONS					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
	NOT APPLICABLE	1	EACH		\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
		1	EACH	\$ -	\$ -
EQUIPMENT MAINTENANCE RECORDS MUST BE SUBMITTED WITH BID					



City of Port Orange Public Utilities Department

TO: M. H. Johansson, City Manager
Tracey Riehm, Finance Director
Purchasing Department

THRU: Lynn Stevens, Public Utilities Director

THRU: Julia Wiggins, Public Utilities Budget Analyst

FROM: Steve Miller, Water Production Manager

DATE: September 25, 2017

SUBJECT: Award ITB 17-38 – Ring Power Corporation

REQUEST:

The Public Utilities Department is requesting the approval to award ITB 17-38 Purchase of a Pre-Owned Forklift to Ringer Power Corporation for a total amount of \$78,700.

PURPOSE:

The purpose of this request is to provide proper equipment for employee safety

CONSIDERATION:

On September 8, 2017, the Purchasing Division received one submission for the ITB 17-38 Purchase of a Pre-Owned Forklift. Ring Power Corporation was the only responsive bidder. The Water Reclamation Facility Manager and the Fleet Operations Manager is in agreement that this item will best meet the needs of the department.

The Public Utilities Department is requesting approval to award the purchase of a Pre-Owned Forklift to Ring Power Corporation. The total base bid is \$73,250.00. The department is also request to award Alternate #3, Warranty Extension in the amount of \$5,540. Total purchase price is not to exceed \$78,700.00

FUNDING:

Project MME004 401 0400 535 6400

RECOMMENDATION:

The Public Utilities Department is recommending the approval to award ITB 17-38 Purchase of a Pre-Owned Forklift to Ringer Power Corporation for a total amount of \$78,700.

ANTICIPATED SCHEDULE:

- a.) Approval by Council 10/17/17
- b.) Approved Contract 10/30/17
- c.) Purchase Order 11/1/3/17

ATTACHMENTS:

- a.) Ring Power Bid Submission



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: Yes

SUBJECT: (B7b) Award of ITB #17-06 for McDonald Road and Victoria Gardens Boulevard Sidewalks

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award subject to execution of the contract documents as approved by the city manager and city attorney for ITB 17-06 McDonald Road sidewalk from Sauls Street to 6th Street and Victoria Gardens Boulevard sidewalk from Clyde Morris Boulevard to Applevue Way to Sparks Concrete, LLC in the amount of \$503,623.40 and authorize the Mayor and City Clerk to sign and execute all contract documents.

SUMMARY: The McDonald Road and Victoria Gardens Boulevard sidewalk improvement projects are Local Agency Program (LAP) projects that are funded by a combination of federal funds and City Transportation Impact fee funds through two separate LAP agreements between FDOT and the City of Port Orange. The two projects were bid together with the intent of awarding to one contractor. The federal funds cannot be used to fund items that are not FDOT standard such as fiberglass rebar and 3000 psi concrete.

Six bids were opened and evaluated by the City on August 17, 2017. Five of the six bids were deemed responsive. Of the five responsive bids, Sparks Concrete LLC submitted the lowest total bid cost of \$503,623.40. City staff and the City's engineering consultant, Traffic Engineering Data Solutions, Inc. (TEDS), have worked with Sparks Concrete, LLC in the past with similar projects and find their work to be competent and comprehensive with general knowledge in the areas of work associated with these projects. Based upon evaluation of the bids, it is recommended that the two contracts be awarded to Sparks Concrete, LLC in the amount of \$503,623.40. In addition, the FDOT has provided their concurrence with the recommendation to award these two projects to Sparks Concrete, LLC.

Project No.: OMI019

OMI019

OMI018

OMI018

Funding Account No.: 312-4300-541.63-97

312-4310-541.63-97

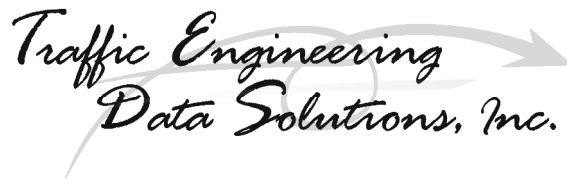
312-4300-541.63-97

312-4310-541.63-97

ATTACHMENTS:

1.	Engineers Certified Bid Tab and Recommendation	2017-09-05 - Certified Bid Tabulation (ITB 17-06)(electronically SS).pdf
2.	Final ITB	ITB 17-06 FINAL.PDF
3.	Addendum No. 1	ITB 17-06 Addendum No. 1 (08-09-17).pdf
4.	Final Drawings	ITB 17-06 - Drawings ONLY (Revised 05.19.2017).pdf
5.	Sparks Response	ITB 17-06 Sparks Concrete LLC. Response (08-17-17).pdf
6.	FL 234 Davis-Bacon Wage Determination	FL234 Davis-Bacon Wage Determination.pdf

Margaret Tomlinson	Created/Initiated - 09/28/2017
Tim Burman	Approved - 09/28/2017
Tracey Riehm	Approved - 10/04/2017
James Tillman	Approved - 10/04/2017
Margaret Roberts	Approved - 10/04/2017
Jake Johansson	Approved - 10/04/2017
Robin Fenwick	Final Approval - 10/05/2017



September 5, 2017

Mr. David Battaglia
Purchasing Agent
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**Re: Certified Bid Tabulation – ITB #17-06
McDonald Road Sidewalk & Victoria Gardens Blvd Sidewalk
FPID(s) 435500-1-58-01, 435536-1-58-01**

Dear Mr. Battaglia,

Per your request, Traffic Engineering Data Solutions, Inc. (TEDS) has reviewed the **six (6)** bid sheets that were received by the City of Port Orange on **August 17, 2017** for the above referenced project. TEDS has checked them for accuracy and prepared this certified bid tabulation. The six bids are summarized below:

	Bidder	Amount	% of Engineer's Estimate
1)	Sparks Concrete LLC	\$503,623.40	78.45%
2)	MCG Services, LLC	\$512,096.60	79.77%
3)	Estep Construction, Inc.	\$617,682.49	96.22%
4)	Thadcon LLC	\$653,038.00	101.73%
5)	P&S Paving, Inc.	\$724,349.00	112.84%
6)	RMS Constructors Group, LLC (Non-responsive)	\$780,458.00	121.58%

It is our understanding that the City has determined that of the six bidders, only RMS Constructors Group, LLC was deemed to be non-responsive as they did not include required "Form 6.17 Affidavit of Workers Compensative" with their bid. The remaining five responsive bidders were determined by the City to be qualified licensed contractors, and they therefore intend to award the contract to the low responsive bidder.

Attached is our certified bid tabulation which provides a comparison of each of the bid items to the amounts that were contained in the Engineer's Opinion of Probable Costs (EOPC) that was prepared for the project, with a color coded legend showing proportion of the proposed costs to the estimated costs. In order to provide an accurate bid evaluation the total bid cost was based on the items which represent what will actually be constructed per the site construction plans. Therefore, the total bid cost was calculated to include all "City Funded" items, and all "Alternate Bid Items" in lieu of the corresponding "Base Bid" Item. Based on our evaluation of the responsive bidders, we have identified Sparks Concrete, LLC as the low bidder. Included below is an evaluation of all unit bid items provided by Sparks Concrete, LLC where there was a deviation of greater than 10% in comparison to the EOPC:

McDonald Road Sidewalk from Sauls Street to 6th Street

1. **Pay Item 101-1 Mobilization** – At **\$5,200.00** (12.5% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.
2. **Pay Item 102-1 Maintenance of Traffic** – At **\$7,200.00** (17.3% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.

3. **Pay Item 104-10-3 Sediment Barrier** – At **\$3,116.00** (44.4% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
4. **Pay Item 104-18 Inlet Protection System** – At **\$1,885.00** (59.1% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with at least half of the other bidders.
5. **Pay Item 110-4 Removal of Existing Concrete Pavement** – At **\$10,594.50** (52.5% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with the other bidders.
6. **Pay Item 110-1-1 Clearing and Grubbing** – At **\$6,094.00** (34.7% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.
7. **Pay Item 110-7-1 Mailbox, F&I Single** – At **\$100.00** (16.7% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.
8. **Pay Item 120-1 Regular Excavation** – At **\$3,520.00** (320.0% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, as well as the other bidders. However, it was noted that all bidders consistently bid much higher than the EOPC, which is likely due to the relatively low quantity of earthwork for this project.
9. **Pay Item 120-6 Embankment** – At **\$4,900.00** (400.0% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, as well as the other bidders. However, it was noted that all bidders consistently bid much higher than the EOPC, which is likely due to the relatively low quantity of earthwork for this project.
10. **Pay Item 160-4 Type B Stabilization** – At **\$6,060.00** (714.3% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, as well as the other bidders. However, it was noted that all bidders consistently bid much higher than the EOPC.
11. **Pay Item 327-70-16 Mill Existing Asphalt Pavement (1/2" Avg Depth)** – At **\$10,553.00** (692.0% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the other bidders, where Sparks came in with the lowest unit cost.
12. **Pay Item 334-1-12 Superpave Asphaltic Conc. Traffic B** – At **\$20,356.05** (120.5% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the other bidders, where Sparks came in with the second to lowest unit cost.
13. **Pay Item 415-1-3 Reinforcing Steel, Retaining Walls** – At **\$8,932.00** (2947.4% of the EOPC), Sparks came in significantly higher than the unit cost contained in our EOPC, as well as the other bidders. However, it appears that the bidders may have split the total cost of the retaining walls differently between pay items 400-0-11 & 415-1-3. When considering both of these pay items together Sparks was second highest wall cost overall, however it appears to be more in-line with the trends of the other bidders.
14. **Pay Item 425-5 Manhole, Adjust, Utilities** – At **\$2,625.00** (159.1% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
15. **Pay Item 425-6 Valve Box, Adjust** – At **\$1,700.00** (113.3% of the EOPC), Sparks came in slightly higher than the unit cost contained in our EOPC, whereas the other bidders all came in well below the EOPC unit cost.
16. **Pay Item 425-1211 Inlets, Curb, Type 10, <10'** – At **\$1,600.00** (43.2% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, as well as the other bidders.

17. **Pay Item 425-1541 Inlets, Ditch Bottom, Type D, <10'** – At **\$4,800.00** (66.7% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with at least half of the other bidders.
18. **Pay Item 425-2-91 Manholes, J-8, <10'** – At **\$2,400.00** (34.8% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
19. **Pay Item 425-10 Yard Drain** – At **\$550.00** (12.0% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.
20. **Pay Item 430-174-112 Pipe Culvert, Opt Matl, Round, 12"** – At **\$3,330.00** (75.0% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, as well as all but one of the other bidders.
21. **Pay Item 430-174-118 Pipe Culvert, Opt Matl, Round, 18"** – **There appears to be a discrepancy in the unit bid prices provided by Sparks for this item. Based on the unit price for 18" pipe culvert proposed by Sparks for Victoria Gardens, and the unit price of the adjacent 12" and 24" pipe culvert, we believe that the unit price for the 18" pipe culvert for McDonald Rd was supposed to be \$52.00, instead of the \$5.20 as listed by Sparks. The bid tabulation uses the corrected unit price in order to provide an accurate evaluation of Sparks against the other bidders. At \$3,640.00** (80.0% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, as well as all but one of the other bidders.
22. **Pay Item 430-174-124 Pipe Culvert, Opt Matl, Round, 24"** – At **\$1,612.00** (61.2% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as all but one of the other bidders.
23. **Pay Item 430-174-218 Pipe Culvert, Opt Matl, Other Shape – Ellip/Arch, 18"** – At **\$850.00** (58.8% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, as well as all of the other bidders.
24. **Pay Item 430-174-224 Pipe Culvert, Opt Matl, Other Shape – Ellip/Arch, 24"** – At **\$4,380.00** (60.0% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with at least half of the other bidders.
25. **Pay Item 430-200-21 Flared End Section, Concrete, 12"** – At **\$250.00** (16.7% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.
26. **Pay Item 430-982-121 Mitered End Sec, Optional RD, 12" CD** – At **\$225.00** (20.5% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.
27. **Pay Item 430-982-125 Mitered End Sec, Optional RD, 18" CD** – At **\$275.00** (19.6% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.
28. **Pay Item 430-982-129 Mitered End Sec, Optional RD, 24" CD** – At **\$325.00** (21.7% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.
29. **Pay Item 430-982-133 Mitered End Sec, Optional RD, 30" CD** – At **\$950.00** (18.3% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.

30. **Pay Item 430-982-625 Mitered End Sec, Optional Ellip/Arch, 18" CD** – At **\$275.00** (17.7% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.
31. **Pay Item 430-982-629 Mitered End Sec, Optional Ellip/Arch, 14" CD** – At **\$1,050.00** (18.9% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.
32. **Pay Item 515-1-2 Pipe Handrail, Guiderail, Aluminum** – At **\$11,310.00** (144.4% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the other bidders.
33. **Pay Item 520-1-10 Concrete Curb & Gutter, Type F** – At **\$9,975.00** (166.7% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
34. **ALTERNATE Pay Item 522-1 Concrete Sidewalk and Driveways, 4" Thick (With Fiber) (3000psi)** – At **\$59,846.00** (88.5% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, which appears to be consistent with the other bidders.
35. **ALTERNATE Pay Item 522-2 Concrete Sidewalk and Driveways, 6" Thick (With Fiber) (3000psi)** – At **\$32,913.00** (77.9% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, which appears to be consistent with the other bidders.
36. **ALTERNATE Pay Item 522-3 Concrete Sidewalk and Driveways, 6" Thick (With Fiber) (3000psi) (Sta 118+14 thru Sta 118+24)** – At **\$180.00** (44.1% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, as well as the other bidders, which appears to be due to the low quantity associate with this item.
37. **Pay Item 527-2 Detectable Warning** – At **\$12,096.00** (90.0% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
38. **Pay Item 570-1-2 Performance Turf, Sod** – At **\$20,793.75** (250.0% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
39. **Pay Item 654-2-21 Rectangular Rapid Flash Beacon, F&I, Sol. Single** – At **\$16,800.00** (112.0% of the EOPC), Sparks came in slightly higher than the unit cost contained in our EOPC, however it appears to be consistent with the other bidders.
40. **Pay Item 700-1-11 Single Post Sign, F&I, Ground Mount, up to 12 sf** – At **\$5,075.00** (51.5% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with half of the other bidders.
41. **Pay Item 700-1-60 Single Post Sign, Remove** – At **\$780.00** (125.0% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
42. **Pay Item 706-3 Retro-Reflective Pavement Marker** – At **\$55.00** (125.0% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the other bidders.
43. **Pay Item 711-11-102 Thermoplastic, Standard, White, Solid, 12"** – At **\$3,224.00** (177.8% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the other bidders.

44. **Pay Item 711-11-125 Thermoplastic, Std, White, Solid, 24"** – At **\$2,696.00** (177.8% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the other bidders.
45. **Pay Item 711-11-160 Thermoplastic, Std, Message or Symbol** – At **\$195.00** (130.% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.

Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevue Way

46. **Pay Item 101-1 Mobilization** – At **\$2,200.00** (7.3% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, as well as the other bidders.
47. **Pay Item 102-1 Maintenance of Traffic** – At **\$3,200.00** (10.7% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, however it appears to be consistent with the half of the other bidders.
48. **Pay Item 104-10-3 Sediment Barrier** – At **\$403.20** (44.4% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
49. **Pay Item 104-18 Inlet Protection System** – At **\$260.00** (59.1% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with at least half of the other bidders.
50. **Pay Item 110-1-1 Clearing and Grubbing** – At **\$4,425.00** (34.7% of the EOPC), Sparks came in substantially lower than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
51. **Pay Item 110-4 Removal of Existing Concrete Pavement** – At **\$892.50** (42.5% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with half of the other bidders.
52. **Pay Item 120-1 Regular Excavation** – At **\$4,025.00** (280.0% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, as well as most of the other bidders. However, it was noted that all bidders consistently bid much higher than the EOPC, which is likely due to the relatively low quantity of earthwork for this project.
53. **Pay Item 120-6 Embankment** – At **\$6,720.00** (336.0% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, as well as most of the other bidders. However, it was noted that all bidders consistently bid much higher than the EOPC, which is likely due to the relatively low quantity of earthwork for this project.
54. **Pay Item 160-4 Type B Stabilization** – At **\$7,628.80** (152.4% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the other bidders.
55. **Pay Item 162-1-11 Prepared Soil Layer, Finish Soil Layer, 6"** – At **\$12,010.95** (465.0% of the EOPC), Sparks came in significantly higher than the unit cost contained in our EOPC, however they came in as the second lowest unit price among the other bidders. It was noted that this item produced one of the widest ranges of bid prices, ranging from \$7,749.00 ~ \$51,660.00, despite the answer to question #4 provided in bid addendum #1 which provides clarification for the performance criteria of the prepared soil layer.
56. **Pay Item 425-1711 Inlets, Gutter, Type V, <10'** – At **\$3,200.00** (40.0% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with at least half of the other bidders.

57. **Pay Item 425-6 Valve Box, Adjust** – At **\$850.00** (113.3% of the EOPC), Sparks came in slightly higher than the unit cost contained in our EOPC, whereas the other bidders all came in well below the EOPC unit cost.
58. **Pay Item 430-174-118 Pipe Culvert, Opt Matl, Round, 18"** – At **\$420.00** (64.6% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, as well as the other bidders.
59. **Pay Item 520-1-10 Concrete Curb & Gutter, Type F** – At **\$5,180.00** (166.7% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
60. **Pay Item 520-2-4 Concrete Curb, Type D** – At **\$26,910.00** (150.0% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, whereas the other bidders came in below or equal to the EOPC.
61. **ALTERNATE Pay Item 522-1 Concrete Sidewalk and Driveways, 4" Thick (With Thickened Edge) (With Fiber) (3000psi)** – At **\$69,165.00** (86.5% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, which appears to be consistent with the other bidders.
62. **Pay Item 527-2 Detectable Warning** – At **\$5,427.00** (90.0% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
63. **Pay Item 570-1-2 Performance Turf, Sod** – At **\$9,686.25** (250.0% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
64. **Pay Item 630-2-11 Conduit, F&I, Open Trench** – At **\$140.00** (250.0% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
65. **Pay Item 632-7-2 Signal Cable, F&I** – At **\$140.00** (421.1% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
66. **Pay Item 700-1-11 Single Post Sign, F&I, Ground Mount, up to 12 sf** – At **\$4,375.00** (51.5% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, however it appears to be consistent with half of the other bidders.
67. **Pay Item 700-1-60 Single Post Sign, Remove** – At **\$450.00** (125.0% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
68. **Pay Item 700-12-12 Sign Beacon, F&I, Ground Mount-AC Powered, Two Beacons** – At **\$7,100.00** (157.8% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.
69. **Pay Item 700-12-60 Sign Beacon, Remove Beacon – Sign to Remain** – At **\$275.00** (64.7% of the EOPC), Sparks came in lower than the unit cost contained in our EOPC, whereas all but one other bidder was higher than the EOPC.
70. **Pay Item 711-11-102 Thermoplastic, Standard, White, Solid, 12"** – At **\$3,224.00** (177.8% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the other bidders.
71. **Pay Item 711-11-125 Thermoplastic, Std, White, Solid, 24"** – At **\$2,696.00** (177.8% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the other bidders.

72. Pay Item 711-11-160 Thermoplastic, Std, Message or Symbol – At **\$195.00** (130.% of the EOPC), Sparks came in higher than the unit cost contained in our EOPC, however it appears to be consistent with the majority of the other bidders.

As summarized above, there was a significant number of unit bid prices which deviated $\pm 10\%$ in comparison to the EOPC. Based on our observations, many of these items tended to be consistently above or below the EOPC for all bidders, which suggest that many of the deviations in unit price were likely due to the relatively small scale of this project. Sparks Concrete LLC had the greatest number of items bid below the EOPC, and was less often near the higher range of bidders for most items; therefore we believe that any minor change in project quantities that may arise after this project is awarded will not result in a different low bidder. Sparks Concrete LLC was typically much lower than the competing bidders for Mobilization, Maintenance of Traffic, Clearing & Grubbing / Concrete Removal, and Storm Sewer, with Sparks Concrete LLC bidding \$68,411.60 for these items whereas the EOPC estimated \$258,638.40. The few items which Sparks Concrete LLC exceeded the other bidders included earthwork, stabilization, and curbing, with Sparks Concrete LLC bidding \$77,018.80 for these items whereas the EOPC estimated \$40,750.30. Overall, the total bid cost from Sparks Concrete LLC is \$138,317.30 lower than the EOPC.

As noted in item #21 above, there appears to have been a discrepancy on the unit price listed for 18" pipe culvert for McDonald Rd on the bid form provided by Sparks Concrete LLC which was accounted for on the certified bid tabulation evaluation. This discrepancy resulted in a difference in \$3,276.00 between the bid form submitted by Sparks Concrete LLC and the bid tabulation, however, this error does not impact the ranking of the bidders. We recommend this unit price for this item be verified with Sparks Concrete LLC prior to awarding the contract.

Based on our evaluation, we have concluded that while there is deviation in many of the unit bid prices in comparison to the EOPC, the bid provided by Sparks Concrete LLC is materially balanced. Therefore, we recommend the City award the project to **Sparks Concrete LLC** as the low responsive bidder.

Please feel free to call with any questions.

Sincerely,

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.



Mikal Reed Hale, P.E
Vice President / Sr. Project Manager

Mikal R Hale



This item has been electronically signed and sealed by Mikal R. Hale, PE, on 09/05/2017 using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Traffic Engineering Data Solutions, Inc.



Legend	
< 25%	
25% - 50%	
50% - 75%	
75% - 90%	
90% - 100%	
110% - 200%	
200% - 300%	
300% - 400%	
> 400%	

Project: Invitation to Bid #17-06
McDonald Road Sidewalk from Sauls Street to 6th Street
& Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevew Way
FPID(S): 435500-1-58-01, 435536-1-58-01

Bid Item Number	Description	Quantity	Unit	Engineer's Estimate		Estep Construction, Inc.			
						Bid		Deviation from Engineer's Estimate	
				Unit Cost	Amount	Unit Cost	Amount	\$	%
McDonald Road Sidewalk from Sauls Street to 6th Street									
I. Base Bid									
101-1	MOBILIZATION	1	LS	\$41,522.70	\$41,522.70	\$50,000.00	\$50,000.00	\$8,477.30	120.4%
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$41,522.70	\$41,522.70	\$30,000.00	\$30,000.00	(\$11,522.70)	72.2%
104-10-3	SEDIMENT BARRIER	3895	LF	\$1.80	\$7,011.00	\$0.96	\$3,739.20	(\$3,271.80)	53.3%
104-18	INLET PROTECTION SYSTEM	29	EA	\$110.00	\$3,190.00	\$90.00	\$2,610.00	(\$580.00)	81.8%
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	1009	SY	\$20.00	\$20,180.00	\$8.50	\$8,576.50	(\$11,603.50)	42.5%
110-1-1	CLEARING AND GRUBBING	1.172	AC	\$15,000.00	\$17,580.00	\$25,597.27	\$30,000.01	\$12,420.01	170.6%
110-7-1	MAILBOX, F&I SINGLE	4	EA	\$150.00	\$600.00	\$180.45	\$721.80	\$121.80	120.3%
120-1	REGULAR EXCAVATION	88	CY	\$12.50	\$1,100.00	\$30.40	\$2,675.20	\$1,575.20	243.2%
120-6	EMBANKMENT	98	CY	\$12.50	\$1,225.00	\$27.68	\$2,712.64	\$1,487.64	221.4%
160-4	TYPE B STABILIZATION	202	SY	\$4.20	\$848.40	\$19.20	\$3,878.40	\$3,030.00	457.1%
285-7-04	OPTIONAL BASE, BASE GROUP 04	195	SY	\$11.00	\$2,145.00	\$34.79	\$6,784.05	\$4,639.05	316.3%
327-70-16	MILL EXISTING ASPHALT PAVEMENT (1/2" AVG. DEPTH)	1220	SY	\$1.25	\$1,525.00	\$9.54	\$11,638.80	\$10,113.80	763.2%
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	169	TN	\$100.00	\$16,900.00	\$108.00	\$18,252.00	\$1,352.00	108.0%
400-0-11	CONC. CLASS NS, GRAVITY WALL	23	CY	\$575.00	\$13,225.00	\$518.85	\$11,933.55	(\$1,291.45)	90.2%
415-1-3	REINFORCING STEEL, RETAINING WALLS	319	LB	\$0.95	\$303.05	\$3.90	\$1,244.10	\$941.05	410.5%
425-5	MANHOLE, ADJUST, UTILITIES	3	EA	\$550.00	\$1,650.00	\$859.28	\$2,577.84	\$927.84	156.2%
425-6	VALVE BOX, ADJUST	4	EA	\$375.00	\$1,500.00	\$358.04	\$1,432.16	(\$67.84)	95.5%
425-1211	INLETS, CURB, TYPE 10, <10'	1	EA	\$3,700.00	\$3,700.00	\$2,740.50	\$2,740.50	(\$959.50)	74.1%
425-1541	INLETS, DT BOT, TYPE D, <10'	2	EA	\$3,600.00	\$7,200.00	\$1,819.84	\$3,639.68	(\$3,560.32)	50.6%
425-2-91	MANHOLES, J-8, <10'	1	EA	\$6,900.00	\$6,900.00	\$2,181.91	\$2,181.91	(\$4,718.09)	31.6%
425-10	YARD DRAIN	2	EA	\$2,300.00	\$4,600.00	\$1,107.78	\$2,215.56	(\$2,384.44)	48.2%
430-174-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	74	LF	\$60.00	\$4,440.00	\$71.35	\$5,279.90	\$839.90	118.9%
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	70	LF	\$65.00	\$4,550.00	\$68.15	\$4,770.50	\$220.50	104.8%
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	31	LF	\$85.00	\$2,635.00	\$88.32	\$2,737.92	\$102.92	103.9%
430-174-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	19	LF	\$92.00	\$1,748.00	\$108.74	\$2,066.06	\$318.06	118.2%
430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD	17	LF	\$85.00	\$1,445.00	\$104.16	\$1,770.72	\$325.72	122.5%
430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"SD	73	LF	\$100.00	\$7,300.00	\$59.71	\$4,358.83	(\$2,941.17)	59.7%
430-200-21	FLARED END SECTION, CONCRETE, 12"	1	EA	\$1,500.00	\$1,500.00	\$925.43	\$925.43	(\$574.57)	61.7%
430-982-121	MITERED END SECT, OPTIONAL RD, 12" CD	1	EA	\$1,100.00	\$1,100.00	\$627.43	\$627.43	(\$472.57)	57.0%
430-982-125	MITERED END SECT, OPTIONAL RD, 18" CD	1	EA	\$1,400.00	\$1,400.00	\$745.01	\$745.01	(\$654.99)	53.2%
430-982-129	MITERED END SECT, OPTIONAL RD, 24" CD	1	EA	\$1,500.00	\$1,500.00	\$954.08	\$954.08	(\$545.92)	63.6%
430-982-133	MITERED END SECT, OPTIONAL RD, 30" CD	2	EA	\$2,600.00	\$5,200.00	\$1,168.19	\$2,336.38	(\$2,863.62)	44.9%
430-982-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	1	EA	\$1,550.00	\$1,550.00	\$769.96	\$769.96	(\$780.04)	49.7%
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	3	EA	\$1,850.00	\$5,550.00	\$895.59	\$2,686.77	(\$2,863.23)	48.4%
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	174	LF	\$45.00	\$7,830.00	\$84.00	\$14,616.00	\$6,786.00	186.7%
520-1-10	CONCRETE CURB & GUTTER, TYPE F	285	LF	\$21.00	\$5,985.00	\$17.05	\$4,859.25	(\$1,125.75)	81.2%
520-2-1	CONCRETE CURB, TYPE A	70	LF	\$30.00	\$2,100.00	\$17.36	\$1,215.20	(\$884.80)	57.9%
622-1	CONCRETE SIDEWALK, 4" THICK (2500 PSI)	1301	SY	\$39.00	\$50,739.00	\$40.00	\$52,040.00	\$1,301.00	102.6%
622-2	CONCRETE DRIVEWAYS, 6" THICK (2500 PSI)	621	SY	\$56.00	\$34,756.00	\$50.00	\$31,050.00	(\$3,706.00)	90.9%
622-3	CONCRETE SIDEWALK, 4" THICK (2500 PSI) (STA 118+14 THRU STA 118+24)	6	SY	\$39.00	\$234.00	\$50.20	\$301.20	\$67.20	128.7%
527-2	DETECTABLE WARNINGS	448	SF	\$30.00	\$13,440.00	\$19.10	\$8,556.80	(\$4,883.20)	63.7%
570-1-2	PERFORMANCE TURF, SOD	3327	SY	\$2.50	\$8,317.50	\$2.40	\$7,984.80	(\$332.70)	96.0%
654-2-21	RECTANGULAR RAPID FLASH BEACON, F&I, SOL. SINGLE	2	AS	\$7,500.00	\$15,000.00	\$9,466.80	\$18,933.60	\$3,933.60	126.2%
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	29	AS	\$340.00	\$9,860.00	\$438.00	\$12,702.00	\$2,842.00	128.8%
700-1-60	SINGLE POST SIGN, REMOVE	26	AS	\$24.00	\$624.00	\$60.00	\$1,560.00	\$936.00	250.0%
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	11	EA	\$4.00	\$44.00	\$4.14	\$45.54	\$1.54	103.5%
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	806	LF	\$2.25	\$1,813.50	\$2.58	\$2,079.48	\$265.98	114.7%
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	337	LF	\$4.50	\$1,516.50	\$6.42	\$2,163.54	\$647.04	142.7%
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	1	EA	\$150.00	\$150.00	\$270.00	\$270.00	\$120.00	180.0%
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.182	NM	\$4,500.00	\$819.00	\$5,890.16	\$1,072.01	\$253.01	130.9%
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	473	SF	\$3.00	\$1,419.00	\$3.42	\$1,617.66	\$198.66	114.0%
II. City Funded									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	4	SY	\$52.00	\$208.00	\$113.89	\$455.56	\$247.56	219.0%
III. Alternate Bid Items									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	1301	SY	\$52.00	\$67,652.00	\$40.00	\$52,040.00	(\$15,612.00)	76.9%
522-2	CONCRETE DRIVEWAY, 6" THICK (WITH FIBER) (3000 PSI)	621	SY	\$68.00	\$42,228.00	\$57.11	\$35,465.31	(\$6,762.69)	84.0%
522-3	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI) (STA 118+14 THRU STA 118+24)	6	SY	\$68.00	\$408.00	\$66.85	\$401.10	(\$6.90)	98.3%
				McDonald Rd Sidewalk - Subtotal		\$413,760.35		\$395,620.74	(\$18,139.61)

*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck through.



Legend	
< 25%	
25% - 50%	
50% - 75%	
75% - 90%	
90% - 100%	
110% - 200%	
200% - 300%	
300% - 400%	
> 400%	

Project: Invitation to Bid #17-06
McDonald Road Sidewalk from Sauls Street to 6th Street
& Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevew Way
FPID(S): 435500-1-58-01, 435536-1-58-01

					Engineer's Estimate		Estep Construction, Inc.			
							Bid		Deviation from Engineer's Estimate	
Bid Item Number	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	\$	%	
Victoria Gardens Blvd from Clyde Morris Blvd to Applevew Way										
I. Base Bid										
101-1	MOBILIZATION	1	LS	\$30,000.00	\$30,000.00	\$22,020.00	\$22,020.00	(\$7,980.00)	73.4%	
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$30,000.00	\$30,000.00	\$12,579.36	\$12,579.36	(\$17,420.64)	41.9%	
104-10-3	SEDIMENT BARRIER	504	LF	\$1.80	\$907.20	\$0.96	\$483.84	(\$423.36)	53.3%	
104-18	INLET PROTECTION SYSTEM	4	EA	\$110.00	\$440.00	\$90.00	\$360.00	(\$80.00)	81.8%	
110-1-1	CLEARING AND GRUBBING	0.851	AC	\$15,000.00	\$12,765.00	\$15,798.47	\$13,444.50	\$679.50	105.3%	
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	105	SY	\$20.00	\$2,100.00	\$7.44	\$781.20	(\$1,318.80)	37.2%	
120-1	REGULAR EXCAVATION	115	CY	\$12.50	\$1,437.50	\$38.85	\$4,467.75	\$3,030.25	310.8%	
120-6	EMBANKMENT	160	CY	\$12.50	\$2,000.00	\$38.40	\$6,144.00	\$4,144.00	307.2%	
160-4	TYPE B STABILIZATION	1192	SY	\$4.20	\$5,006.40	\$14.04	\$16,735.68	\$11,729.28	334.3%	
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	2583	SY	\$1.00	\$2,583.00	\$10.50	\$27,121.50	\$24,538.50	1050.0%	
425-1711	INLETS, GUTTER, TYPE V, <10'	2	EA	\$4,000.00	\$8,000.00	\$1,944.15	\$3,888.30	(\$4,111.70)	48.6%	
425-6	VALVE BOX, ADJUST	2	EA	\$375.00	\$750.00	\$286.43	\$572.86	(\$177.14)	76.4%	
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	10	LF	\$65.00	\$650.00	\$87.34	\$873.40	\$223.40	134.4%	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	148	LF	\$21.00	\$3,108.00	\$18.31	\$2,709.88	(\$398.12)	87.2%	
520-2-4	CONCRETE CURB, TYPE D	897	LF	\$20.00	\$17,940.00	\$11.75	\$10,539.75	(\$7,400.25)	58.8%	
522-4	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500-PSI)	4637	SY	\$39.00	\$59,943.00	\$40.00	\$61,480.00	\$1,537.00	102.6%	
527-2	DETECTABLE WARNINGS	201	SF	\$30.00	\$6,030.00	\$19.12	\$3,843.12	(\$2,186.88)	63.7%	
570-1-2	PERFORMANCE TURF, SOD	2583	SY	\$2.50	\$6,457.50	\$2.40	\$6,199.20	(\$258.30)	96.0%	
630-2-11	CONDUIT, F&I, OPEN TRENCH	7	LF	\$8.00	\$56.00	\$18.00	\$126.00	\$70.00	225.0%	
632-7-2	SIGNAL CABLE, F&I	7	LF	\$4.75	\$33.25	\$6.00	\$42.00	\$8.75	126.3%	
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	25	AS	\$340.00	\$8,500.00	\$577.92	\$14,448.00	\$5,948.00	170.0%	
700-1-60	SINGLE POST SIGN, REMOVE	15	AS	\$24.00	\$360.00	\$60.00	\$900.00	\$540.00	250.0%	
700-12-12	SIGN BEACON, F&I, GROUND MOUNT-AC POWERED, TWO BEACONS	1	AS	\$4,500.00	\$4,500.00	\$9,012.00	\$9,012.00	\$4,512.00	200.3%	
700-12-60	SIGN BEACON, REMOVE BEACON - SIGN TO REMAIN	1	AS	\$425.00	\$425.00	\$1,434.00	\$1,434.00	\$1,009.00	337.4%	
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	516	LF	\$2.25	\$1,161.00	\$2.58	\$1,331.28	\$170.28	114.7%	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	407	LF	\$4.50	\$1,831.50	\$6.42	\$2,612.94	\$781.44	142.7%	
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	1	EA	\$150.00	\$150.00	\$270.00	\$270.00	\$120.00	180.0%	
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.004	GM	\$4,500.00	\$18.00	\$14,890.00	\$59.56	\$41.56	330.9%	
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	349	SF	\$3.00	\$1,047.00	\$3.42	\$1,193.58	\$146.58	114.0%	
II. Alternate Bid Items										
522-1	CONCRETE SIDEWALK, 4" THICK (WITH THICKENED EDGE) (WITH FIBER) (3000 PSI)	1537	SY	\$52.00	\$79,924.00	\$37.65	\$57,868.05	(\$22,055.95)	72.4%	
					Victoria Gardens Sidewalk - Subtotal	\$228,180.35	\$222,061.75	(\$6,118.60)		
					Grand Total	\$641,940.70	\$617,682.49	(\$24,258.21)	96.22%	

*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck through.



Legend	
< 25%	
25% - 50%	
50% - 75%	
75% - 90%	
90% - 100%	
110% - 200%	
200% - 300%	
300% - 400%	
> 400%	

Project: Invitation to Bid #17-06
McDonald Road Sidewalk from Sauls Street to 6th Street
& Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevue Way
FPID(S): 435500-1-58-01, 435536-1-58-01

Bid Item Number	Description	Quantity	Unit	Engineer's Estimate		MCG Services, LLC			
						Bid		Deviation from Engineer's Estimate	
				Unit Cost	Amount	Unit Cost	Amount	\$	%
McDonald Road Sidewalk from Sauls Street to 6th Street									
I. Base Bid									
101-1	MOBILIZATION	1	LS	\$41,522.70	\$41,522.70	\$12,850.00	\$12,850.00	(\$28,672.70)	30.9%
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$41,522.70	\$41,522.70	\$7,850.00	\$7,850.00	(\$33,672.70)	18.9%
104-10-3	SEDIMENT BARRIER	3895	LF	\$1.80	\$7,011.00	\$1.50	\$5,842.50	(\$1,168.50)	83.3%
104-18	INLET PROTECTION SYSTEM	29	EA	\$110.00	\$3,190.00	\$75.00	\$2,175.00	(\$1,015.00)	68.2%
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	1009	SY	\$20.00	\$20,180.00	\$4.00	\$4,036.00	(\$16,144.00)	20.0%
110-1-1	CLEARING AND GRUBBING	1.172	AC	\$15,000.00	\$17,580.00	\$14,500.00	\$16,994.00	(\$586.00)	96.7%
110-7-1	MAILBOX, F&I SINGLE	4	EA	\$150.00	\$600.00	\$150.00	\$600.00	\$0.00	100.0%
120-1	REGULAR EXCAVATION	88	CY	\$12.50	\$1,100.00	\$17.00	\$1,496.00	\$396.00	136.0%
120-6	EMBANKMENT	98	CY	\$12.50	\$1,225.00	\$19.00	\$1,862.00	\$637.00	152.0%
160-4	TYPE B STABILIZATION	202	SY	\$4.20	\$848.40	\$23.00	\$4,646.00	\$3,797.60	547.6%
285-7-04	OPTIONAL BASE, BASE GROUP 04	195	SY	\$11.00	\$2,145.00	\$25.00	\$4,875.00	\$2,730.00	227.3%
327-70-16	MILL EXISTING ASPHALT PAVEMENT (1/2" AVG. DEPTH)	1220	SY	\$1.25	\$1,525.00	\$9.00	\$10,980.00	\$9,455.00	720.0%
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	169	TN	\$100.00	\$16,900.00	\$175.00	\$29,575.00	\$12,675.00	175.0%
400-0-11	CONC. CLASS NS, GRAVITY WALL	23	CY	\$575.00	\$13,225.00	\$575.00	\$13,225.00	\$0.00	100.0%
415-1-3	REINFORCING STEEL, RETAINING WALLS	319	LB	\$0.95	\$303.05	\$6.00	\$1,914.00	\$1,610.95	631.6%
425-5	MANHOLE, ADJUST, UTILITIES	3	EA	\$550.00	\$1,650.00	\$99.00	\$297.00	(\$1,353.00)	18.0%
425-6	VALVE BOX, ADJUST	4	EA	\$375.00	\$1,500.00	\$55.00	\$220.00	(\$1,280.00)	14.7%
425-1211	INLETS, CURB, TYPE 10, <10'	1	EA	\$3,700.00	\$3,700.00	\$2,560.00	\$2,560.00	(\$1,140.00)	69.2%
425-1541	INLETS, DT BOT, TYPE D, <10'	2	EA	\$3,600.00	\$7,200.00	\$2,350.00	\$4,700.00	(\$2,500.00)	65.3%
425-2-91	MANHOLES, J-8, <10'	1	EA	\$6,900.00	\$6,900.00	\$2,956.00	\$2,956.00	(\$3,944.00)	42.8%
425-10	YARD DRAIN	2	EA	\$2,300.00	\$4,600.00	\$1,123.00	\$2,246.00	(\$2,354.00)	48.8%
430-174-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	74	LF	\$60.00	\$4,440.00	\$20.00	\$1,480.00	(\$2,960.00)	33.3%
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	70	LF	\$65.00	\$4,550.00	\$30.00	\$2,100.00	(\$2,450.00)	46.2%
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	31	LF	\$85.00	\$2,635.00	\$45.00	\$1,395.00	(\$1,240.00)	52.9%
430-174-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	19	LF	\$92.00	\$1,748.00	\$75.00	\$1,425.00	(\$323.00)	81.5%
430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD	17	LF	\$85.00	\$1,445.00	\$60.00	\$1,020.00	(\$425.00)	70.6%
430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"SD	73	LF	\$100.00	\$7,300.00	\$69.00	\$5,037.00	(\$2,263.00)	69.0%
430-200-21	FLARED END SECTION, CONCRETE, 12"	1	EA	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00	\$150.00	110.0%
430-982-121	MITERED END SECT, OPTIONAL RD, 12" CD	1	EA	\$1,100.00	\$1,100.00	\$1,300.00	\$1,300.00	\$200.00	118.2%
430-982-125	MITERED END SECT, OPTIONAL RD, 18" CD	1	EA	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$0.00	100.0%
430-982-129	MITERED END SECT, OPTIONAL RD, 24" CD	1	EA	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$100.00	106.7%
430-982-133	MITERED END SECT, OPTIONAL RD, 30" CD	2	EA	\$2,600.00	\$5,200.00	\$1,900.00	\$3,800.00	(\$1,400.00)	73.1%
430-982-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	1	EA	\$1,550.00	\$1,550.00	\$1,400.00	\$1,400.00	(\$150.00)	90.3%
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	3	EA	\$1,850.00	\$5,550.00	\$1,600.00	\$4,800.00	(\$750.00)	86.5%
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	174	LF	\$45.00	\$7,830.00	\$33.00	\$5,742.00	(\$2,088.00)	73.3%
520-1-10	CONCRETE CURB & GUTTER, TYPE F	285	LF	\$21.00	\$5,985.00	\$21.00	\$5,985.00	\$0.00	100.0%
520-2-1	CONCRETE CURB, TYPE A	70	LF	\$30.00	\$2,100.00	\$25.00	\$1,750.00	(\$350.00)	83.3%
622-4	CONCRETE SIDEWALK, 4" THICK (2500 PSI)	1301	SY	\$39.00	\$50,739.00	\$39.00	\$50,739.00	(\$11,709.00)	76.9%
622-2	CONCRETE DRIVEWAYS, 6" THICK (2500 PSI)	621	SY	\$56.00	\$34,756.00	\$39.00	\$24,219.00	(\$9,936.00)	70.9%
622-3	CONCRETE SIDEWALK, 4" THICK (2500 PSI) (STA 118+14 THRU STA 118+24)	6	SY	\$39.00	\$234.00	\$263.00	\$1,678.00	\$1,344.00	674.4%
527-2	DETECTABLE WARNINGS	448	SF	\$30.00	\$13,440.00	\$22.00	\$9,856.00	(\$3,584.00)	73.3%
570-1-2	PERFORMANCE TURF, SOD	3327	SY	\$2.50	\$8,317.50	\$5.00	\$16,635.00	\$8,317.50	200.0%
654-2-21	RECTANGULAR RAPID FLASH BEACON, F&I, SOL. SINGLE	2	AS	\$7,500.00	\$15,000.00	\$14,300.00	\$28,600.00	\$13,600.00	190.7%
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	29	AS	\$340.00	\$9,860.00	\$225.00	\$6,525.00	(\$3,335.00)	66.2%
700-1-60	SINGLE POST SIGN, REMOVE	26	AS	\$24.00	\$624.00	\$40.00	\$1,040.00	\$416.00	166.7%
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	11	EA	\$4.00	\$44.00	\$10.00	\$110.00	\$66.00	250.0%
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	806	LF	\$2.25	\$1,813.50	\$5.00	\$4,030.00	\$2,216.50	222.2%
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	337	LF	\$4.50	\$1,516.50	\$9.00	\$3,033.00	\$1,516.50	200.0%
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	1	EA	\$150.00	\$150.00	\$500.00	\$500.00	\$350.00	333.3%
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.182	NM	\$4,500.00	\$819.00	\$5,300.00	\$964.60	\$145.60	117.8%
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	473	SF	\$3.00	\$1,419.00	\$4.00	\$1,892.00	\$473.00	133.3%
II. City Funded									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	4	SY	\$52.00	\$208.00	\$301.00	\$1,204.00	\$996.00	578.8%
III. Alternate Bid Items									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	1301	SY	\$52.00	\$67,652.00	\$36.00	\$46,836.00	(\$20,816.00)	69.2%
522-2	CONCRETE DRIVEWAY, 6" THICK (WITH FIBER) (3000 PSI)	621	SY	\$68.00	\$42,228.00	\$45.00	\$27,945.00	(\$14,283.00)	66.2%
522-3	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI) (STA 118+14 THRU STA 118+24)	6	SY	\$68.00	\$408.00	\$320.00	\$1,920.00	\$1,512.00	470.6%
				McDonald Rd Sidewalk - Subtotal		\$413,760.35		\$324,874.10	(\$88,886.25)

*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck through.



Legend	
< 25%	
25% - 50%	
50% - 75%	
75% - 90%	
90% - 100%	
110% - 200%	
200% - 300%	
300% - 400%	
> 400%	

Project: Invitation to Bid #17-06
McDonald Road Sidewalk from Sauls Street to 6th Street
& Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevew Way
FPID(S): 435500-1-58-01, 435536-1-58-01

				Engineer's Estimate		MCG Services, LLC			
						Bid		Deviation from Engineer's Estimate	
Bid Item Number	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	\$	%
Victoria Gardens Blvd from Clyde Morris Blvd to Applevew Way									
I. Base Bid									
101-1	MOBILIZATION	1	LS	\$30,000.00	\$30,000.00	\$9,985.00	\$9,985.00	(\$20,015.00)	33.3%
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$30,000.00	\$30,000.00	\$4,000.00	\$4,000.00	(\$26,000.00)	13.3%
104-10-3	SEDIMENT BARRIER	504	LF	\$1.80	\$907.20	\$2.50	\$1,260.00	\$352.80	138.9%
104-18	INLET PROTECTION SYSTEM	4	EA	\$110.00	\$440.00	\$75.00	\$300.00	(\$140.00)	68.2%
110-1-1	CLEARING AND GRUBBING	0.851	AC	\$15,000.00	\$12,765.00	\$1,500.00	\$1,276.50	(\$11,488.50)	10.0%
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	105	SY	\$20.00	\$2,100.00	\$4.00	\$420.00	(\$1,680.00)	20.0%
120-1	REGULAR EXCAVATION	115	CY	\$12.50	\$1,437.50	\$17.00	\$1,955.00	\$517.50	136.0%
120-6	EMBANKMENT	160	CY	\$12.50	\$2,000.00	\$19.00	\$3,040.00	\$1,040.00	152.0%
160-4	TYPE B STABILIZATION	1192	SY	\$4.20	\$5,006.40	\$25.00	\$29,800.00	\$24,793.60	595.2%
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	2583	SY	\$1.00	\$2,583.00	\$7.50	\$19,372.50	\$16,789.50	750.0%
425-1711	INLETS, GUTTER, TYPE V, <10'	2	EA	\$4,000.00	\$8,000.00	\$1,950.00	\$3,900.00	(\$4,100.00)	48.8%
425-6	VALVE BOX, ADJUST	2	EA	\$375.00	\$750.00	\$55.00	\$110.00	(\$640.00)	14.7%
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	10	LF	\$65.00	\$650.00	\$100.00	\$1,000.00	\$350.00	153.8%
520-1-10	CONCRETE CURB & GUTTER, TYPE F	148	LF	\$21.00	\$3,108.00	\$21.00	\$3,108.00	\$0.00	100.0%
520-2-4	CONCRETE CURB, TYPE D	897	LF	\$20.00	\$17,940.00	\$16.00	\$14,352.00	(\$3,588.00)	80.0%
522-4	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500-PSI)	4637	SY	\$39.00	\$59,943.00	\$27.00	\$41,499.00	(\$18,444.00)	69.2%
527-2	DETECTABLE WARNINGS	201	SF	\$30.00	\$6,030.00	\$21.00	\$4,221.00	(\$1,809.00)	70.0%
570-1-2	PERFORMANCE TURF, SOD	2583	SY	\$2.50	\$6,457.50	\$5.50	\$14,206.50	\$7,749.00	220.0%
630-2-11	CONDUIT, F&I, OPEN TRENCH	7	LF	\$8.00	\$56.00	\$25.00	\$175.00	\$119.00	312.5%
632-7-2	SIGNAL CABLE, F&I	7	LF	\$4.75	\$33.25	\$10.00	\$70.00	\$36.75	210.5%
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	25	AS	\$340.00	\$8,500.00	\$225.00	\$5,625.00	(\$2,875.00)	66.2%
700-1-60	SINGLE POST SIGN, REMOVE	15	AS	\$24.00	\$360.00	\$40.00	\$600.00	\$240.00	166.7%
700-12-12	SIGN BEACON, F&I, GROUND MOUNT-AC POWERED, TWO BEACONS	1	AS	\$4,500.00	\$4,500.00	\$5,300.00	\$5,300.00	\$800.00	117.8%
700-12-60	SIGN BEACON, REMOVE BEACON - SIGN TO REMAIN	1	AS	\$425.00	\$425.00	\$1,589.00	\$1,589.00	\$1,164.00	373.9%
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	516	LF	\$2.25	\$1,161.00	\$5.00	\$2,580.00	\$1,419.00	222.2%
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	407	LF	\$4.50	\$1,831.50	\$8.00	\$3,256.00	\$1,424.50	177.8%
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	1	EA	\$150.00	\$150.00	\$500.00	\$500.00	\$350.00	333.3%
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.004	GM	\$4,500.00	\$18.00	\$7,500.00	\$30.00	\$12.00	166.7%
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	349	SF	\$3.00	\$1,047.00	\$4.00	\$1,396.00	\$349.00	133.3%
II. Alternate Bid Items									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH THICKENED EDGE) (WITH FIBER) (3000 PSI)	1537	SY	\$52.00	\$79,924.00	\$35.00	\$53,795.00	(\$26,129.00)	67.3%
Victoria Gardens Sidewalk - Subtotal						\$228,180.35		\$187,222.50	(\$40,957.85)
Grand Total						\$641,940.70		\$512,096.60	(\$129,844.10) 79.77%

*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck through.



Legend	
< 25%	
25% - 50%	
50% - 75%	
75% - 90%	
90% - 100%	
110% - 200%	
200% - 300%	
300% - 400%	
> 400%	

Project: Invitation to Bid #17-06
McDonald Road Sidewalk from Sauls Street to 6th Street
& Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevew Way
FPID(S): 435500-1-58-01, 435536-1-58-01

Bid Item Number	Description	Quantity	Unit	Engineer's Estimate		P&S Paving, Inc.			
						Bid		Deviation from Engineer's Estimate	
				Unit Cost	Amount	Unit Cost	Amount	\$	%
McDonald Road Sidewalk from Sauls Street to 6th Street									
I. Base Bid									
101-1	MOBILIZATION	1	LS	\$41,522.70	\$41,522.70	\$27,000.00	\$27,000.00	(\$14,522.70)	65.0%
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$41,522.70	\$41,522.70	\$53,500.00	\$53,500.00	\$11,977.30	128.8%
104-10-3	SEDIMENT BARRIER	3895	LF	\$1.80	\$7,011.00	\$1.50	\$5,842.50	(\$1,168.50)	83.3%
104-18	INLET PROTECTION SYSTEM	29	EA	\$110.00	\$3,190.00	\$190.00	\$5,510.00	\$2,320.00	172.7%
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	1009	SY	\$20.00	\$20,180.00	\$15.30	\$15,437.70	(\$4,742.30)	76.5%
110-1-1	CLEARING AND GRUBBING	1.172	AC	\$15,000.00	\$17,580.00	\$19,600.00	\$22,971.20	\$5,391.20	130.7%
110-7-1	MAILBOX, F&I SINGLE	4	EA	\$150.00	\$600.00	\$280.00	\$1,120.00	\$520.00	186.7%
120-1	REGULAR EXCAVATION	88	CY	\$12.50	\$1,100.00	\$20.00	\$1,760.00	\$660.00	160.0%
120-6	EMBANKMENT	98	CY	\$12.50	\$1,225.00	\$35.00	\$3,430.00	\$2,205.00	280.0%
160-4	TYPE B STABILIZATION	202	SY	\$4.20	\$848.40	\$4.60	\$929.20	\$80.80	109.5%
285-7-04	OPTIONAL BASE, BASE GROUP 04	195	SY	\$11.00	\$2,145.00	\$47.00	\$9,165.00	\$7,020.00	427.3%
327-70-16	MILL EXISTING ASPHALT PAVEMENT (1/2" AVG. DEPTH)	1220	SY	\$1.25	\$1,525.00	\$14.25	\$17,385.00	\$15,860.00	1140.0%
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	169	TN	\$100.00	\$16,900.00	\$185.00	\$31,265.00	\$14,365.00	185.0%
400-0-11	CONC. CLASS NS, GRAVITY WALL	23	CY	\$575.00	\$13,225.00	\$1,650.00	\$37,950.00	\$24,725.00	287.0%
415-1-3	REINFORCING STEEL, RETAINING WALLS	319	LB	\$0.95	\$303.05	\$2.50	\$797.50	\$494.45	263.2%
425-5	MANHOLE, ADJUST, UTILITIES	3	EA	\$550.00	\$1,650.00	\$1,400.00	\$4,200.00	\$2,550.00	254.5%
425-6	VALVE BOX, ADJUST	4	EA	\$375.00	\$1,500.00	\$190.00	\$760.00	(\$740.00)	50.7%
425-1211	INLETS, CURB, TYPE 10, <10'	1	EA	\$3,700.00	\$3,700.00	\$13,200.00	\$13,200.00	\$9,500.00	356.8%
425-1541	INLETS, DT BOT, TYPE D, <10'	2	EA	\$3,600.00	\$7,200.00	\$3,100.00	\$6,200.00	(\$1,000.00)	86.1%
425-2-91	MANHOLES, J-8, <10'	1	EA	\$6,900.00	\$6,900.00	\$5,800.00	\$5,800.00	(\$1,100.00)	84.1%
425-10	YARD DRAIN	2	EA	\$2,300.00	\$4,600.00	\$1,850.00	\$3,700.00	(\$900.00)	80.4%
430-174-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	74	LF	\$60.00	\$4,440.00	\$79.00	\$5,846.00	\$1,406.00	131.7%
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	70	LF	\$65.00	\$4,550.00	\$112.00	\$7,840.00	\$3,290.00	172.3%
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	31	LF	\$85.00	\$2,635.00	\$150.00	\$4,650.00	\$2,015.00	176.5%
430-174-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	19	LF	\$92.00	\$1,748.00	\$280.00	\$5,320.00	\$3,572.00	304.3%
430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD	17	LF	\$85.00	\$1,445.00	\$180.00	\$3,060.00	\$1,615.00	211.8%
430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"SD	73	LF	\$100.00	\$7,300.00	\$145.00	\$10,585.00	\$3,285.00	145.0%
430-200-21	FLARED END SECTION, CONCRETE, 12"	1	EA	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	(\$300.00)	80.0%
430-982-121	MITERED END SECT, OPTIONAL RD, 12" CD	1	EA	\$1,100.00	\$1,100.00	\$1,215.00	\$1,215.00	\$115.00	110.5%
430-982-125	MITERED END SECT, OPTIONAL RD, 18" CD	1	EA	\$1,400.00	\$1,400.00	\$1,600.00	\$1,600.00	\$200.00	114.3%
430-982-129	MITERED END SECT, OPTIONAL RD, 24" CD	1	EA	\$1,500.00	\$1,500.00	\$1,670.00	\$1,670.00	\$170.00	111.3%
430-982-133	MITERED END SECT, OPTIONAL RD, 30" CD	2	EA	\$2,600.00	\$5,200.00	\$2,100.00	\$4,200.00	(\$1,000.00)	80.8%
430-982-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	1	EA	\$1,550.00	\$1,550.00	\$1,670.00	\$1,670.00	\$120.00	107.7%
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	3	EA	\$1,850.00	\$5,550.00	\$2,300.00	\$6,900.00	\$1,350.00	124.3%
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	174	LF	\$45.00	\$7,830.00	\$105.00	\$18,270.00	\$10,440.00	233.3%
520-1-10	CONCRETE CURB & GUTTER, TYPE F	285	LF	\$21.00	\$5,985.00	\$32.00	\$9,120.00	\$3,135.00	152.4%
520-2-1	CONCRETE CURB, TYPE A	70	LF	\$30.00	\$2,100.00	\$32.00	\$2,240.00	\$140.00	106.7%
622-4	CONCRETE SIDEWALK, 4" THICK (2500 PSI)	1301	SY	\$39.00	\$50,739.00	\$38.00	\$49,438.00	(\$1,301.00)	97.4%
622-2	CONCRETE DRIVEWAYS, 6" THICK (2500 PSI)	621	SY	\$56.00	\$34,756.00	\$63.00	\$39,123.00	\$4,367.00	114.5%
622-3	CONCRETE SIDEWALK, 4" THICK (2500 PSI) (STA 118+14 THRU STA 118+24)	6	SY	\$39.00	\$234.00	\$47.00	\$282.00	\$48.00	120.5%
527-2	DETECTABLE WARNINGS	448	SF	\$30.00	\$13,440.00	\$26.00	\$11,648.00	(\$1,792.00)	86.7%
570-1-2	PERFORMANCE TURF, SOD	3327	SY	\$2.50	\$8,317.50	\$9.75	\$32,438.25	\$24,120.75	390.0%
654-2-21	RECTANGULAR RAPID FLASH BEACON, F&I, SOL. SINGLE	2	AS	\$7,500.00	\$15,000.00	\$8,100.00	\$16,200.00	\$1,200.00	108.0%
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	29	AS	\$340.00	\$9,860.00	\$227.00	\$6,583.00	(\$3,277.00)	66.8%
700-1-60	SINGLE POST SIGN, REMOVE	26	AS	\$24.00	\$624.00	\$13.00	\$338.00	(\$286.00)	54.2%
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	11	EA	\$4.00	\$44.00	\$6.50	\$71.50	\$27.50	162.5%
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	806	LF	\$2.25	\$1,813.50	\$4.50	\$3,627.00	\$1,813.50	200.0%
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	337	LF	\$4.50	\$1,516.50	\$9.00	\$3,033.00	\$1,516.50	200.0%
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	1	EA	\$150.00	\$150.00	\$240.00	\$240.00	\$90.00	160.0%
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.182	NM	\$4,500.00	\$819.00	\$5,500.00	\$1,001.00	\$182.00	122.2%
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	473	SF	\$3.00	\$1,419.00	\$2.60	\$1,229.80	(\$189.20)	86.7%
II. City Funded									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	4	SY	\$52.00	\$208.00	\$91.00	\$364.00	\$156.00	175.0%
III. Alternate Bid Items									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	1301	SY	\$52.00	\$67,652.00	\$41.00	\$53,341.00	(\$14,311.00)	78.8%
522-2	CONCRETE DRIVEWAY, 6" THICK (WITH FIBER) (3000 PSI)	621	SY	\$68.00	\$42,228.00	\$51.75	\$32,136.75	(\$10,091.25)	76.1%
522-3	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI) (STA 118+14 THRU STA 118+24)	6	SY	\$68.00	\$408.00	\$115.00	\$690.00	\$282.00	169.1%
				McDonald Rd Sidewalk - Subtotal		\$413,760.35		\$516,250.40	\$102,490.05

*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck through.



Legend	
< 25%	
25% - 50%	
50% - 75%	
75% - 90%	
90% - 100%	
110% - 200%	
200% - 300%	
300% - 400%	
> 400%	

Project: Invitation to Bid #17-06
McDonald Road Sidewalk from Sauls Street to 6th Street
& Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevue Way
FPID(S): 435500-1-58-01, 435536-1-58-01

				Engineer's Estimate		P&S Paving, Inc.			
						Bid		Deviation from Engineer's Estimate	
Bid Item Number	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	\$	%
Victoria Gardens Blvd from Clyde Morris Blvd to Applevue Way									
I. Base Bid									
101-1	MOBILIZATION	1	LS	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	(\$10,000.00)	66.7%
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$30,000.00	\$30,000.00	\$16,200.00	\$16,200.00	(\$13,800.00)	54.0%
104-10-3	SEDIMENT BARRIER	504	LF	\$1.80	\$907.20	\$1.50	\$756.00	(\$151.20)	83.3%
104-18	INLET PROTECTION SYSTEM	4	EA	\$110.00	\$440.00	\$190.00	\$760.00	\$320.00	172.7%
110-1-1	CLEARING AND GRUBBING	0.851	AC	\$15,000.00	\$12,765.00	\$4,800.00	\$4,084.80	(\$8,680.20)	32.0%
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	105	SY	\$20.00	\$2,100.00	\$33.00	\$3,465.00	\$1,365.00	165.0%
120-1	REGULAR EXCAVATION	115	CY	\$12.50	\$1,437.50	\$15.20	\$1,748.00	\$310.50	121.6%
120-6	EMBANKMENT	160	CY	\$12.50	\$2,000.00	\$28.50	\$4,560.00	\$2,560.00	228.0%
160-4	TYPE B STABILIZATION	1192	SY	\$4.20	\$5,006.40	\$6.00	\$7,152.00	\$2,145.60	142.9%
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	2583	SY	\$1.00	\$2,583.00	\$1.30	\$3,357.90	\$774.90	130.0%
425-1711	INLETS, GUTTER, TYPE V, <10'	2	EA	\$4,000.00	\$8,000.00	\$6,300.00	\$12,600.00	\$4,600.00	157.5%
425-6	VALVE BOX, ADJUST	2	EA	\$375.00	\$750.00	\$190.00	\$380.00	(\$370.00)	50.7%
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	10	LF	\$65.00	\$650.00	\$530.00	\$5,300.00	\$4,650.00	815.4%
520-1-10	CONCRETE CURB & GUTTER, TYPE F	148	LF	\$21.00	\$3,108.00	\$31.00	\$4,588.00	\$1,480.00	147.6%
520-2-4	CONCRETE CURB, TYPE D	897	LF	\$20.00	\$17,940.00	\$13.00	\$11,661.00	(\$6,279.00)	65.0%
522-4	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500-PSI)	4637	SY	\$39.00	\$59,943.00	\$42.00	\$64,564.00	\$4,611.00	107.7%
527-2	DETECTABLE WARNINGS	201	SF	\$30.00	\$6,030.00	\$27.00	\$5,427.00	(\$603.00)	90.0%
570-1-2	PERFORMANCE TURF, SOD	2583	SY	\$2.50	\$6,457.50	\$5.30	\$13,689.90	\$7,232.40	212.0%
630-2-11	COUNDUIT, F&I, OPEN TRENCH	7	LF	\$8.00	\$56.00	\$39.00	\$273.00	\$217.00	487.5%
632-7-2	SIGNAL CABLE, F&I	7	LF	\$4.75	\$33.25	\$65.00	\$455.00	\$421.75	1368.4%
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	25	AS	\$340.00	\$8,500.00	\$230.00	\$5,750.00	(\$2,750.00)	67.6%
700-1-60	SINGLE POST SIGN, REMOVE	15	AS	\$24.00	\$360.00	\$6.00	\$90.00	(\$270.00)	25.0%
700-12-12	SIGN BEACON, F&I, GROUND MOUNT-AC POWERED, TWO BEACONS	1	AS	\$4,500.00	\$4,500.00	\$8,100.00	\$8,100.00	\$3,600.00	180.0%
700-12-60	SIGN BEACON, REMOVE BEACON - SIGN TO REMAIN	1	AS	\$425.00	\$425.00	\$65.00	\$65.00	(\$360.00)	15.3%
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	516	LF	\$2.25	\$1,161.00	\$4.50	\$2,322.00	\$1,161.00	200.0%
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	407	LF	\$4.50	\$1,831.50	\$8.50	\$3,459.50	\$1,628.00	188.9%
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	1	EA	\$150.00	\$150.00	\$240.00	\$240.00	\$90.00	160.0%
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.004	GM	\$4,500.00	\$18.00	\$10,000.00	\$40.00	\$22.00	222.2%
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	349	SF	\$3.00	\$1,047.00	\$2.50	\$872.50	(\$174.50)	83.3%
II. Alternate Bid Items									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH THICKENED EDGE) (WITH FIBER) (3000 PSI)	1537	SY	\$52.00	\$79,924.00	\$46.00	\$70,702.00	(\$9,222.00)	88.5%
*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck-through.					Victoria Gardens Sidewalk - Subtotal	\$228,180.35	\$208,098.60	(\$20,081.75)	
Grand Total					\$641,940.70	\$724,349.00	\$82,408.30	112.84%	

*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck through.



Legend	
< 25%	
25% - 50%	
50% - 75%	
75% - 90%	
90% - 100%	
110% - 200%	
200% - 300%	
300% - 400%	
> 400%	

Project: Invitation to Bid #17-06
McDonald Road Sidewalk from Sauls Street to 6th Street
& Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevew Way
FPID(S): 435500-1-58-01, 435536-1-58-01

Bid Item Number	Description	Quantity	Unit	Engineer's Estimate		RMS Constructors Group, LLC			
				Unit Cost	Amount	Bid		Deviation from Engineer's Estimate	
						Unit Cost	Amount	\$	%
McDonald Road Sidewalk from Sauls Street to 6th Street									
I. Base Bid									
101-1	MOBILIZATION	1	LS	\$41,522.70	\$41,522.70	\$40,000.00	\$40,000.00	(\$1,522.70)	96.3%
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$41,522.70	\$41,522.70	\$20,000.00	\$20,000.00	(\$21,522.70)	48.2%
104-10-3	SEDIMENT BARRIER	3895	LF	\$1.80	\$7,011.00	\$2.50	\$9,737.50	\$2,726.50	138.9%
104-18	INLET PROTECTION SYSTEM	29	EA	\$110.00	\$3,190.00	\$200.00	\$5,800.00	\$2,610.00	181.8%
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	1009	SY	\$20.00	\$20,180.00	\$20.00	\$20,180.00	\$0.00	100.0%
110-1-1	CLEARING AND GRUBBING	1.172	AC	\$15,000.00	\$17,580.00	\$8,500.00	\$9,962.00	(\$7,618.00)	56.7%
110-7-1	MAILBOX, F&I SINGLE	4	EA	\$150.00	\$600.00	\$150.00	\$600.00	\$0.00	100.0%
120-1	REGULAR EXCAVATION	88	CY	\$12.50	\$1,100.00	\$30.00	\$2,640.00	\$1,540.00	240.0%
120-6	EMBANKMENT	98	CY	\$12.50	\$1,225.00	\$30.00	\$2,940.00	\$1,715.00	240.0%
160-4	TYPE B STABILIZATION	202	SY	\$4.20	\$848.40	\$25.00	\$5,050.00	\$4,201.60	595.2%
285-7-04	OPTIONAL BASE, BASE GROUP 04	195	SY	\$11.00	\$2,145.00	\$50.00	\$9,750.00	\$7,605.00	454.5%
327-70-16	MILL EXISTING ASPHALT PAVEMENT (1/2" AVG. DEPTH)	1220	SY	\$1.25	\$1,525.00	\$10.00	\$12,200.00	\$10,675.00	800.0%
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	169	TN	\$100.00	\$16,900.00	\$160.00	\$27,040.00	\$10,140.00	160.0%
400-0-11	CONC. CLASS NS, GRAVITY WALL	23	CY	\$575.00	\$13,225.00	\$550.00	\$12,650.00	(\$575.00)	95.7%
415-1-3	REINFORCING STEEL, RETAINING WALLS	319	LB	\$0.95	\$303.05	\$10.00	\$3,190.00	\$2,886.95	1052.6%
425-5	MANHOLE, ADJUST, UTILITIES	3	EA	\$550.00	\$1,650.00	\$2,000.00	\$6,000.00	\$4,350.00	363.6%
425-6	VALVE BOX, ADJUST	4	EA	\$375.00	\$1,500.00	\$150.00	\$600.00	(\$900.00)	40.0%
425-1211	INLETS, CURB, TYPE 10, <10'	1	EA	\$3,700.00	\$3,700.00	\$4,500.00	\$4,500.00	\$800.00	121.6%
425-1541	INLETS, DT BOT, TYPE D, <10'	2	EA	\$3,600.00	\$7,200.00	\$4,500.00	\$9,000.00	\$1,800.00	125.0%
425-2-91	MANHOLES, J-8, <10'	1	EA	\$6,900.00	\$6,900.00	\$8,500.00	\$8,500.00	\$1,600.00	123.2%
425-10	YARD DRAIN	2	EA	\$2,300.00	\$4,600.00	\$2,500.00	\$5,000.00	\$400.00	108.7%
430-174-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	74	LF	\$60.00	\$4,440.00	\$80.00	\$5,920.00	\$1,480.00	133.3%
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	70	LF	\$65.00	\$4,550.00	\$100.00	\$7,000.00	\$2,450.00	153.8%
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	31	LF	\$85.00	\$2,635.00	\$140.00	\$4,340.00	\$1,705.00	164.7%
430-174-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	19	LF	\$92.00	\$1,748.00	\$250.00	\$4,750.00	\$3,002.00	271.7%
430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD	17	LF	\$85.00	\$1,445.00	\$200.00	\$3,400.00	\$1,955.00	235.3%
430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"SD	73	LF	\$100.00	\$7,300.00	\$250.00	\$18,250.00	\$10,950.00	250.0%
430-200-21	FLARED END SECTION, CONCRETE, 12"	1	EA	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	100.0%
430-982-121	MITERED END SECT, OPTIONAL RD, 12" CD	1	EA	\$1,100.00	\$1,100.00	\$750.00	\$750.00	(\$350.00)	68.2%
430-982-125	MITERED END SECT, OPTIONAL RD, 18" CD	1	EA	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$100.00	107.1%
430-982-129	MITERED END SECT, OPTIONAL RD, 24" CD	1	EA	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$500.00	133.3%
430-982-133	MITERED END SECT, OPTIONAL RD, 30" CD	2	EA	\$2,600.00	\$5,200.00	\$4,500.00	\$9,000.00	\$3,800.00	173.1%
430-982-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	1	EA	\$1,550.00	\$1,550.00	\$2,500.00	\$2,500.00	\$950.00	161.3%
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	3	EA	\$1,850.00	\$5,550.00	\$3,500.00	\$10,500.00	\$4,950.00	189.2%
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	174	LF	\$45.00	\$7,830.00	\$85.00	\$14,790.00	\$6,960.00	188.9%
520-1-10	CONCRETE CURB & GUTTER, TYPE F	285	LF	\$21.00	\$5,985.00	\$25.00	\$7,125.00	\$1,140.00	119.0%
520-2-1	CONCRETE CURB, TYPE A	70	LF	\$30.00	\$2,100.00	\$25.00	\$1,750.00	(\$350.00)	83.3%
622-4	CONCRETE SIDEWALK, 4" THICK (2500 PSI)	1301	SY	\$39.00	\$50,739.00	\$50.00	\$65,050.00	\$14,311.00	128.2%
622-2	CONCRETE DRIVEWAYS, 6" THICK (2500 PSI)	621	SY	\$56.00	\$34,756.00	\$60.00	\$37,200.00	(\$2,444.00)	90.9%
622-3	CONCRETE SIDEWALK, 4" THICK (2500 PSI) (STA 118+14 THRU STA 118+24)	6	SY	\$39.00	\$234.00	\$50.00	\$300.00	\$66.00	128.2%
527-2	DETECTABLE WARNINGS	448	SF	\$30.00	\$13,440.00	\$50.00	\$22,400.00	\$8,960.00	166.7%
570-1-2	PERFORMANCE TURF, SOD	3327	SY	\$2.50	\$8,317.50	\$5.00	\$16,635.00	\$8,317.50	200.0%
654-2-21	RECTANGULAR RAPID FLASH BEACON, F&I, SOL. SINGLE	2	AS	\$7,500.00	\$15,000.00	\$9,500.00	\$19,000.00	\$4,000.00	126.7%
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	29	AS	\$340.00	\$9,860.00	\$350.00	\$10,150.00	\$290.00	102.9%
700-1-60	SINGLE POST SIGN, REMOVE	26	AS	\$24.00	\$624.00	\$50.00	\$1,300.00	\$676.00	208.3%
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	11	EA	\$4.00	\$44.00	\$10.00	\$110.00	\$66.00	250.0%
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	806	LF	\$2.25	\$1,813.50	\$5.00	\$4,030.00	\$2,216.50	222.2%
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	337	LF	\$4.50	\$1,516.50	\$8.00	\$2,696.00	\$1,179.50	177.8%
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	1	EA	\$150.00	\$150.00	\$150.00	\$150.00	\$0.00	100.0%
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.182	NM	\$4,500.00	\$819.00	\$4,500.00	\$819.00	\$0.00	100.0%
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	473	SF	\$3.00	\$1,419.00	\$2.00	\$946.00	(\$473.00)	66.7%
II. City Funded									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	4	SY	\$52.00	\$208.00	\$100.00	\$400.00	\$192.00	192.3%
III. Alternate Bid Items									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	1301	SY	\$52.00	\$67,652.00	\$50.00	\$65,050.00	(\$2,602.00)	96.2%
522-2	CONCRETE DRIVEWAY, 6" THICK (WITH FIBER) (3000 PSI)	621	SY	\$68.00	\$42,228.00	\$55.00	\$34,155.00	(\$8,073.00)	80.9%
522-3	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI) (STA 118+14 THRU STA 118+24)	6	SY	\$68.00	\$408.00	\$100.00	\$600.00	\$192.00	147.1%
				McDonald Rd Sidewalk - Subtotal		\$413,760.35		\$488,855.50	\$75,095.15

*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck through.



Legend	
< 25%	
25% - 50%	
50% - 75%	
75% - 90%	
90% - 100%	
110% - 200%	
200% - 300%	
300% - 400%	
> 400%	

Project: Invitation to Bid #17-06
McDonald Road Sidewalk from Sauls Street to 6th Street
& Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevue Way
FPID(S): 435500-1-58-01, 435536-1-58-01

					Engineer's Estimate		RMS Constructors Group, LLC			
							Bid		Deviation from Engineer's Estimate	
Bid Item Number	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	\$	%	
Victoria Gardens Blvd from Clyde Morris Blvd to Applevue Way										
I. Base Bid										
101-1	MOBILIZATION	1	LS	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	(\$5,000.00)	83.3%	
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	(\$20,000.00)	33.3%	
104-10-3	SEDIMENT BARRIER	504	LF	\$1.80	\$907.20	\$5.00	\$2,520.00	\$1,612.80	277.8%	
104-18	INLET PROTECTION SYSTEM	4	EA	\$110.00	\$440.00	\$350.00	\$1,400.00	\$960.00	318.2%	
110-1-4	CLEARING AND GRUBBING	0.851	AC	\$15,000.00	\$12,765.00	\$8,500.00	\$7,233.50	(\$5,531.50)	56.7%	
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	105	SY	\$20.00	\$2,100.00	\$20.00	\$2,100.00	\$0.00	100.0%	
120-1	REGULAR EXCAVATION	115	CY	\$12.50	\$1,437.50	\$30.00	\$3,450.00	\$2,012.50	240.0%	
120-6	EMBANKMENT	160	CY	\$12.50	\$2,000.00	\$30.00	\$4,800.00	\$2,800.00	240.0%	
160-4	TYPE B STABILIZATION	1192	SY	\$4.20	\$5,006.40	\$15.00	\$17,880.00	\$12,873.60	357.1%	
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	2583	SY	\$1.00	\$2,583.00	\$20.00	\$51,660.00	\$49,077.00	2000.0%	
425-1711	INLETS, GUTTER, TYPE V, <10'	2	EA	\$4,000.00	\$8,000.00	\$6,500.00	\$13,000.00	\$5,000.00	162.5%	
425-6	VALVE BOX, ADJUST	2	EA	\$375.00	\$750.00	\$150.00	\$300.00	(\$450.00)	40.0%	
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	10	LF	\$65.00	\$650.00	\$200.00	\$2,000.00	\$1,350.00	307.7%	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	148	LF	\$21.00	\$3,108.00	\$30.00	\$4,440.00	\$1,332.00	142.9%	
520-2-4	CONCRETE CURB, TYPE D	897	LF	\$20.00	\$17,940.00	\$20.00	\$17,940.00	\$0.00	100.0%	
522-4	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500-PSI)	4637	SY	\$39.00	\$59,943.00	\$60.00	\$76,860.00	\$16,907.00	428.2%	
527-2	DETECTABLE WARNINGS	201	SF	\$30.00	\$6,030.00	\$50.00	\$10,050.00	\$4,020.00	166.7%	
570-1-2	PERFORMANCE TURF, SOD	2583	SY	\$2.50	\$6,457.50	\$5.00	\$12,915.00	\$6,457.50	200.0%	
630-2-11	CONDUIT, F&I, OPEN TRENCH	7	LF	\$8.00	\$56.00	\$100.00	\$700.00	\$644.00	1250.0%	
632-7-2	SIGNAL CABLE, F&I	7	LF	\$4.75	\$33.25	\$100.00	\$700.00	\$666.75	2105.3%	
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	25	AS	\$340.00	\$8,500.00	\$350.00	\$8,750.00	\$250.00	102.9%	
700-1-60	SINGLE POST SIGN, REMOVE	15	AS	\$24.00	\$360.00	\$50.00	\$750.00	\$390.00	208.3%	
700-12-12	SIGN BEACON, F&I, GROUND MOUNT-AC POWERED, TWO BEACONS	1	AS	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00	\$2,000.00	144.4%	
700-12-60	SIGN BEACON, REMOVE BEACON - SIGN TO REMAIN	1	AS	\$425.00	\$425.00	\$600.00	\$600.00	\$175.00	141.2%	
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	516	LF	\$2.25	\$1,161.00	\$6.00	\$3,096.00	\$1,935.00	266.7%	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	407	LF	\$4.50	\$1,831.50	\$8.00	\$3,256.00	\$1,424.50	177.8%	
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	1	EA	\$150.00	\$150.00	\$200.00	\$200.00	\$50.00	133.3%	
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.004	GM	\$4,500.00	\$18.00	\$5,500.00	\$22.00	\$4.00	122.2%	
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	349	SF	\$3.00	\$1,047.00	\$10.00	\$3,490.00	\$2,443.00	333.3%	
II. Alternate Bid Items										
522-1	CONCRETE SIDEWALK, 4" THICK (WITH THICKENED EDGE) (WITH FIBER) (3000 PSI)	1537	SY	\$52.00	\$79,924.00	\$50.00	\$76,850.00	(\$3,074.00)	96.2%	
					Victoria Gardens Sidewalk - Subtotal	\$228,180.35	\$291,602.50	\$63,422.15		
					Grand Total	\$641,940.70	\$780,458.00	\$138,517.30	121.58%	

*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck through.



Legend	
< 25%	
25% - 50%	
50% - 75%	
75% - 90%	
90% - 100%	
110% - 200%	
200% - 300%	
300% - 400%	
> 400%	

Project: Invitation to Bid #17-06
McDonald Road Sidewalk from Sauls Street to 6th Street
& Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevue Way
FPID(S): 435500-1-58-01, 435536-1-58-01

Bid Item Number	Description	Quantity	Unit	Engineer's Estimate		Sparks Concrete LLC			
				Unit Cost	Amount	Bid		Deviation from Engineer's Estimate	
						Unit Cost	Amount	\$	%
McDonald Road Sidewalk from Sauls Street to 6th Street									
I. Base Bid									
101-1	MOBILIZATION	1	LS	\$41,522.70	\$41,522.70	\$5,200.00	\$5,200.00	(\$36,322.70)	12.5%
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$41,522.70	\$41,522.70	\$7,200.00	\$7,200.00	(\$34,322.70)	17.3%
104-10-3	SEDIMENT BARRIER	3895	LF	\$1.80	\$7,011.00	\$0.80	\$3,116.00	(\$3,895.00)	44.4%
104-18	INLET PROTECTION SYSTEM	29	EA	\$110.00	\$3,190.00	\$65.00	\$1,885.00	(\$1,305.00)	59.1%
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	1009	SY	\$20.00	\$20,180.00	\$10.50	\$10,594.50	(\$9,585.50)	52.5%
110-1-1	CLEARING AND GRUBBING	1.172	AC	\$15,000.00	\$17,580.00	\$5,200.00	\$6,094.40	(\$11,485.60)	34.7%
110-7-1	MAILBOX, F&I SINGLE	4	EA	\$150.00	\$600.00	\$25.00	\$100.00	(\$500.00)	16.7%
120-1	REGULAR EXCAVATION	88	CY	\$12.50	\$1,100.00	\$40.00	\$3,520.00	\$2,420.00	320.0%
120-6	EMBANKMENT	98	CY	\$12.50	\$1,225.00	\$50.00	\$4,900.00	\$3,675.00	400.0%
160-4	TYPE B STABILIZATION	202	SY	\$4.20	\$848.40	\$30.00	\$6,060.00	\$5,211.60	714.3%
285-7-04	OPTIONAL BASE, BASE GROUP 04	195	SY	\$11.00	\$2,145.00	\$10.50	\$2,047.50	(\$97.50)	95.5%
327-70-16	MILL EXISTING ASPHALT PAVEMENT (1/2" AVG. DEPTH)	1220	SY	\$1.25	\$1,525.00	\$8.65	\$10,553.00	\$9,028.00	692.0%
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	169	TN	\$100.00	\$16,900.00	\$120.45	\$20,356.05	\$3,456.05	120.5%
400-0-11	CONC. CLASS NS, GRAVITY WALL	23	CY	\$575.00	\$13,225.00	\$525.00	\$12,075.00	(\$1,150.00)	91.3%
415-1-3	REINFORCING STEEL, RETAINING WALLS	319	LB	\$0.95	\$303.05	\$28.00	\$8,932.00	\$8,628.95	2947.4%
425-5	MANHOLE, ADJUST, UTILITIES	3	EA	\$550.00	\$1,650.00	\$875.00	\$2,625.00	\$975.00	159.1%
425-6	VALVE BOX, ADJUST	4	EA	\$375.00	\$1,500.00	\$425.00	\$1,700.00	\$200.00	113.3%
425-1211	INLETS, CURB, TYPE 10, <10'	1	EA	\$3,700.00	\$3,700.00	\$1,600.00	\$1,600.00	(\$2,100.00)	43.2%
425-1541	INLETS, DT BOT, TYPE D, <10'	2	EA	\$3,600.00	\$7,200.00	\$2,400.00	\$4,800.00	(\$2,400.00)	66.7%
425-2-91	MANHOLES, J-8, <10'	1	EA	\$6,900.00	\$6,900.00	\$2,400.00	\$2,400.00	(\$4,500.00)	34.8%
425-10	YARD DRAIN	2	EA	\$2,300.00	\$4,600.00	\$275.00	\$550.00	(\$4,050.00)	12.0%
430-174-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	74	LF	\$60.00	\$4,440.00	\$45.00	\$3,330.00	(\$1,110.00)	75.0%
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	70	LF	\$65.00	\$4,550.00	\$52.00	\$3,640.00	(\$910.00)	80.0%
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	31	LF	\$85.00	\$2,635.00	\$52.00	\$1,612.00	(\$1,023.00)	61.2%
430-174-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	19	LF	\$92.00	\$1,748.00	\$88.00	\$1,672.00	(\$76.00)	95.7%
430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD	17	LF	\$85.00	\$1,445.00	\$50.00	\$850.00	(\$595.00)	58.8%
430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"SD	73	LF	\$100.00	\$7,300.00	\$60.00	\$4,380.00	(\$2,920.00)	60.0%
430-200-21	FLARED END SECTION, CONCRETE, 12"	1	EA	\$1,500.00	\$1,500.00	\$250.00	\$250.00	(\$1,250.00)	16.7%
430-982-121	MITERED END SECT, OPTIONAL RD, 12" CD	1	EA	\$1,100.00	\$1,100.00	\$225.00	\$225.00	(\$875.00)	20.5%
430-982-125	MITERED END SECT, OPTIONAL RD, 18" CD	1	EA	\$1,400.00	\$1,400.00	\$275.00	\$275.00	(\$1,125.00)	19.6%
430-982-129	MITERED END SECT, OPTIONAL RD, 24" CD	1	EA	\$1,500.00	\$1,500.00	\$325.00	\$325.00	(\$1,175.00)	21.7%
430-982-133	MITERED END SECT, OPTIONAL RD, 30" CD	2	EA	\$2,600.00	\$5,200.00	\$475.00	\$950.00	(\$4,250.00)	18.3%
430-982-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	1	EA	\$1,550.00	\$1,550.00	\$275.00	\$275.00	(\$1,275.00)	17.7%
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	3	EA	\$1,850.00	\$5,550.00	\$350.00	\$1,050.00	(\$4,500.00)	18.9%
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	174	LF	\$45.00	\$7,830.00	\$65.00	\$11,310.00	\$3,480.00	144.4%
520-1-10	CONCRETE CURB & GUTTER, TYPE F	285	LF	\$21.00	\$5,985.00	\$35.00	\$9,975.00	\$3,990.00	166.7%
520-2-1	CONCRETE CURB, TYPE A	70	LF	\$30.00	\$2,100.00	\$30.00	\$2,100.00	\$0.00	100.0%
622-4	CONCRETE SIDEWALK, 4" THICK (2500 PSI)	1301	SY	\$39.00	\$50,739.00	\$46.00	\$59,846.00	\$9,107.00	117.9%
622-2	CONCRETE DRIVEWAYS, 6" THICK (2500 PSI)	621	SY	\$56.00	\$34,756.00	\$53.00	\$32,913.00	(\$1,843.00)	96.4%
622-3	CONCRETE SIDEWALK, 4" THICK (2500 PSI) (STA 118+14 THRU STA 118+24)	6	SY	\$39.00	\$234.00	\$30.00	\$180.00	(\$54.00)	76.9%
527-2	DETECTABLE WARNINGS	448	SF	\$30.00	\$13,440.00	\$27.00	\$12,096.00	(\$1,344.00)	90.0%
570-1-2	PERFORMANCE TURF, SOD	3327	SY	\$2.50	\$8,317.50	\$6.25	\$20,793.75	\$12,476.25	250.0%
654-2-21	RECTANGULAR RAPID FLASH BEACON, F&I, SOL. SINGLE	2	AS	\$7,500.00	\$15,000.00	\$8,400.00	\$16,800.00	\$1,800.00	112.0%
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	29	AS	\$340.00	\$9,860.00	\$175.00	\$5,075.00	(\$4,785.00)	51.5%
700-1-60	SINGLE POST SIGN, REMOVE	26	AS	\$24.00	\$624.00	\$30.00	\$780.00	\$156.00	125.0%
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	11	EA	\$4.00	\$44.00	\$5.00	\$55.00	\$11.00	125.0%
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	806	LF	\$2.25	\$1,813.50	\$4.00	\$3,224.00	\$1,410.50	177.8%
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	337	LF	\$4.50	\$1,516.50	\$8.00	\$2,696.00	\$1,179.50	177.8%
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	1	EA	\$150.00	\$150.00	\$195.00	\$195.00	\$45.00	130.0%
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.182	NM	\$4,500.00	\$819.00	\$4,300.00	\$782.60	(\$36.40)	95.6%
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	473	SF	\$3.00	\$1,419.00	\$3.00	\$1,419.00	\$0.00	100.0%
II. City Funded									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	4	SY	\$52.00	\$208.00	\$30.00	\$120.00	(\$88.00)	57.7%
III. Alternate Bid Items									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	1301	SY	\$52.00	\$67,652.00	\$46.00	\$59,846.00	(\$7,806.00)	88.5%
522-2	CONCRETE DRIVEWAY, 6" THICK (WITH FIBER) (3000 PSI)	621	SY	\$68.00	\$42,228.00	\$53.00	\$32,913.00	(\$9,315.00)	77.9%
522-3	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI) (STA 118+14 THRU STA 118+24)	6	SY	\$68.00	\$408.00	\$30.00	\$180.00	(\$228.00)	44.1%
				McDonald Rd Sidewalk - Subtotal		\$413,760.35		\$315,502.80	(\$98,257.55)

*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck through.



Legend	
< 25%	
25% - 50%	
50% - 75%	
75% - 90%	
90% - 100%	
110% - 200%	
200% - 300%	
300% - 400%	
> 400%	

Project: Invitation to Bid #17-06
McDonald Road Sidewalk from Sauls Street to 6th Street
& Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevew Way
FPID(S): 435500-1-58-01, 435536-1-58-01

				Engineer's Estimate		Sparks Concrete LLC			
						Bid		Deviation from Engineer's Estimate	
Bid Item Number	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	\$	%
Victoria Gardens Blvd from Clyde Morris Blvd to Applevew Way									
I. Base Bid									
101-1	MOBILIZATION	1	LS	\$30,000.00	\$30,000.00	\$2,200.00	\$2,200.00	(\$27,800.00)	7.3%
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$30,000.00	\$30,000.00	\$3,200.00	\$3,200.00	(\$26,800.00)	10.7%
104-10-3	SEDIMENT BARRIER	504	LF	\$1.80	\$907.20	\$0.80	\$403.20	(\$504.00)	44.4%
104-18	INLET PROTECTION SYSTEM	4	EA	\$110.00	\$440.00	\$65.00	\$260.00	(\$180.00)	59.1%
110-1-1	CLEARING AND GRUBBING	0.851	AC	\$15,000.00	\$12,765.00	\$5,200.00	\$4,425.20	(\$8,339.80)	34.7%
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	105	SY	\$20.00	\$2,100.00	\$8.50	\$892.50	(\$1,207.50)	42.5%
120-1	REGULAR EXCAVATION	115	CY	\$12.50	\$1,437.50	\$35.00	\$4,025.00	\$2,587.50	280.0%
120-6	EMBANKMENT	160	CY	\$12.50	\$2,000.00	\$42.00	\$6,720.00	\$4,720.00	336.0%
160-4	TYPE B STABILIZATION	1192	SY	\$4.20	\$5,006.40	\$6.40	\$7,628.80	\$2,622.40	152.4%
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	2583	SY	\$1.00	\$2,583.00	\$4.65	\$12,010.95	\$9,427.95	465.0%
425-1711	INLETS, GUTTER, TYPE V, <10'	2	EA	\$4,000.00	\$8,000.00	\$1,600.00	\$3,200.00	(\$4,800.00)	40.0%
425-6	VALVE BOX, ADJUST	2	EA	\$375.00	\$750.00	\$425.00	\$850.00	\$100.00	113.3%
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	10	LF	\$65.00	\$650.00	\$42.00	\$420.00	(\$230.00)	64.6%
520-1-10	CONCRETE CURB & GUTTER, TYPE F	148	LF	\$21.00	\$3,108.00	\$35.00	\$5,180.00	\$2,072.00	166.7%
520-2-4	CONCRETE CURB, TYPE D	897	LF	\$20.00	\$17,940.00	\$30.00	\$26,910.00	\$8,970.00	150.0%
522-4	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500-PSI)	1537	SY	\$39.00	\$59,943.00	\$46.00	\$70,702.00	\$10,759.00	117.9%
527-2	DETECTABLE WARNINGS	201	SF	\$30.00	\$6,030.00	\$27.00	\$5,427.00	(\$603.00)	90.0%
570-1-2	PERFORMANCE TURF, SOD	2583	SY	\$2.50	\$6,457.50	\$6.25	\$16,143.75	\$9,686.25	250.0%
630-2-11	CONDUIT, F&I, OPEN TRENCH	7	LF	\$8.00	\$56.00	\$20.00	\$140.00	\$84.00	250.0%
632-7-2	SIGNAL CABLE, F&I	7	LF	\$4.75	\$33.25	\$20.00	\$140.00	\$106.75	421.1%
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	25	AS	\$340.00	\$8,500.00	\$175.00	\$4,375.00	(\$4,125.00)	51.5%
700-1-60	SINGLE POST SIGN, REMOVE	15	AS	\$24.00	\$360.00	\$30.00	\$450.00	\$90.00	125.0%
700-12-12	SIGN BEACON, F&I, GROUND MOUNT-AC POWERED, TWO BEACONS	1	AS	\$4,500.00	\$4,500.00	\$7,100.00	\$7,100.00	\$2,600.00	157.8%
700-12-60	SIGN BEACON, REMOVE BEACON - SIGN TO REMAIN	1	AS	\$425.00	\$425.00	\$275.00	\$275.00	(\$150.00)	64.7%
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	516	LF	\$2.25	\$1,161.00	\$4.00	\$2,064.00	\$903.00	177.8%
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	407	LF	\$4.50	\$1,831.50	\$8.00	\$3,256.00	\$1,424.50	177.8%
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	1	EA	\$150.00	\$150.00	\$195.00	\$195.00	\$45.00	130.0%
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.004	GM	\$4,500.00	\$18.00	\$4,300.00	\$17.20	(\$0.80)	95.6%
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	349	SF	\$3.00	\$1,047.00	\$3.00	\$1,047.00	\$0.00	100.0%
II. Alternate Bid Items									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH THICKENED EDGE) (WITH FIBER) (3000 PSI)	1537	SY	\$52.00	\$79,924.00	\$45.00	\$69,165.00	(\$10,759.00)	86.5%
*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck-through.									
Victoria Gardens Sidewalk - Subtotal					\$228,180.35	\$188,120.60		(\$40,059.75)	
Grand Total					\$641,940.70	\$503,623.40		(\$138,317.30)	78.45%

*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck through.



Legend	
< 25%	
25% - 50%	
50% - 75%	
75% - 90%	
90% - 100%	
110% - 200%	
200% - 300%	
300% - 400%	
> 400%	

Project: Invitation to Bid #17-06
McDonald Road Sidewalk from Sauls Street to 6th Street
& Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevew Way
FPID(S): 435500-1-58-01, 435536-1-58-01

Bid Item Number	Description	Quantity	Unit	Engineer's Estimate		Thadcon LLC			
						Bid		Deviation from Engineer's Estimate	
				Unit Cost	Amount	Unit Cost	Amount	\$	%
McDonald Road Sidewalk from Sauls Street to 6th Street									
I. Base Bid									
101-1	MOBILIZATION	1	LS	\$41,522.70	\$41,522.70	\$42,000.00	\$42,000.00	\$477.30	101.1%
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$41,522.70	\$41,522.70	\$22,000.00	\$22,000.00	(\$19,522.70)	53.0%
104-10-3	SEDIMENT BARRIER	3895	LF	\$1.80	\$7,011.00	\$1.25	\$4,868.75	(\$2,142.25)	69.4%
104-18	INLET PROTECTION SYSTEM	29	EA	\$110.00	\$3,190.00	\$100.00	\$2,900.00	(\$290.00)	90.9%
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	1009	SY	\$20.00	\$20,180.00	\$7.00	\$7,063.00	(\$13,117.00)	35.0%
110-1-1	CLEARING AND GRUBBING	1.172	AC	\$15,000.00	\$17,580.00	\$20,000.00	\$23,440.00	\$5,860.00	133.3%
110-7-1	MAILBOX, F&I SINGLE	4	EA	\$150.00	\$600.00	\$150.00	\$600.00	\$0.00	100.0%
120-1	REGULAR EXCAVATION	88	CY	\$12.50	\$1,100.00	\$30.00	\$2,640.00	\$1,540.00	240.0%
120-6	EMBANKMENT	98	CY	\$12.50	\$1,225.00	\$30.00	\$2,940.00	\$1,715.00	240.0%
160-4	TYPE B STABILIZATION	202	SY	\$4.20	\$848.40	\$15.00	\$3,030.00	\$2,181.60	357.1%
285-7-04	OPTIONAL BASE, BASE GROUP 04	195	SY	\$11.00	\$2,145.00	\$19.00	\$3,705.00	\$1,560.00	172.7%
327-70-16	MILL EXISTING ASPHALT PAVEMENT (1/2" AVG. DEPTH)	1220	SY	\$1.25	\$1,525.00	\$9.00	\$10,980.00	\$9,455.00	720.0%
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	169	TN	\$100.00	\$16,900.00	\$200.00	\$33,800.00	\$16,900.00	200.0%
400-0-11	CONC. CLASS NS, GRAVITY WALL	23	CY	\$575.00	\$13,225.00	\$650.00	\$14,950.00	\$1,725.00	113.0%
415-1-3	REINFORCING STEEL, RETAINING WALLS	319	LB	\$0.95	\$303.05	\$2.00	\$638.00	\$334.95	210.5%
425-5	MANHOLE, ADJUST, UTILITIES	3	EA	\$550.00	\$1,650.00	\$600.00	\$1,800.00	\$150.00	109.1%
425-6	VALVE BOX, ADJUST	4	EA	\$375.00	\$1,500.00	\$120.00	\$480.00	(\$1,020.00)	32.0%
425-1211	INLETS, CURB, TYPE 10, <10'	1	EA	\$3,700.00	\$3,700.00	\$4,900.00	\$4,900.00	\$1,200.00	132.4%
425-1541	INLETS, DT BOT, TYPE D, <10'	2	EA	\$3,600.00	\$7,200.00	\$3,500.00	\$7,000.00	(\$200.00)	97.2%
425-2-91	MANHOLES, J-8, <10'	1	EA	\$6,900.00	\$6,900.00	\$3,700.00	\$3,700.00	(\$3,200.00)	53.6%
425-10	YARD DRAIN	2	EA	\$2,300.00	\$4,600.00	\$1,200.00	\$2,400.00	(\$2,200.00)	52.2%
430-174-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	74	LF	\$60.00	\$4,440.00	\$100.00	\$7,400.00	\$2,960.00	166.7%
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	70	LF	\$65.00	\$4,550.00	\$125.00	\$8,750.00	\$4,200.00	192.3%
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	31	LF	\$85.00	\$2,635.00	\$200.00	\$6,200.00	\$3,565.00	235.3%
430-174-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	19	LF	\$92.00	\$1,748.00	\$250.00	\$4,750.00	\$3,002.00	271.7%
430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD	17	LF	\$85.00	\$1,445.00	\$200.00	\$3,400.00	\$1,955.00	235.3%
430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"SD	73	LF	\$100.00	\$7,300.00	\$200.00	\$14,600.00	\$7,300.00	200.0%
430-200-21	FLARED END SECTION, CONCRETE, 12"	1	EA	\$1,500.00	\$1,500.00	\$675.00	\$675.00	(\$825.00)	45.0%
430-982-121	MITERED END SECT, OPTIONAL RD, 12" CD	1	EA	\$1,100.00	\$1,100.00	\$600.00	\$600.00	(\$500.00)	54.5%
430-982-125	MITERED END SECT, OPTIONAL RD, 18" CD	1	EA	\$1,400.00	\$1,400.00	\$790.00	\$790.00	(\$610.00)	56.4%
430-982-129	MITERED END SECT, OPTIONAL RD, 24" CD	1	EA	\$1,500.00	\$1,500.00	\$1,900.00	\$1,900.00	\$400.00	126.7%
430-982-133	MITERED END SECT, OPTIONAL RD, 30" CD	2	EA	\$2,600.00	\$5,200.00	\$2,300.00	\$4,600.00	(\$600.00)	88.5%
430-982-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	1	EA	\$1,550.00	\$1,550.00	\$800.00	\$800.00	(\$750.00)	51.6%
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	3	EA	\$1,850.00	\$5,550.00	\$1,900.00	\$5,700.00	\$150.00	102.7%
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	174	LF	\$45.00	\$7,830.00	\$60.00	\$10,440.00	\$2,610.00	133.3%
520-1-10	CONCRETE CURB & GUTTER, TYPE F	285	LF	\$21.00	\$5,985.00	\$30.00	\$8,550.00	\$2,565.00	142.9%
520-2-1	CONCRETE CURB, TYPE A	70	LF	\$30.00	\$2,100.00	\$32.00	\$2,240.00	\$140.00	106.7%
622-4	CONCRETE SIDEWALK, 4" THICK (2500 PSI)	1301	SY	\$39.00	\$50,739.00	\$27.00	\$35,127.00	(\$15,612.00)	69.2%
622-2	CONCRETE DRIVEWAYS, 6" THICK (2500 PSI)	621	SY	\$56.00	\$34,756.00	\$38.00	\$23,598.00	(\$10,557.00)	69.1%
622-3	CONCRETE SIDEWALK, 4" THICK (2500 PSI) (STA 118+14 THRU STA 118+24)	6	SY	\$39.00	\$234.00	\$35.00	\$210.00	(\$24.00)	89.7%
527-2	DETECTABLE WARNINGS	448	SF	\$30.00	\$13,440.00	\$25.00	\$11,200.00	(\$2,240.00)	83.3%
570-1-2	PERFORMANCE TURF, SOD	3327	SY	\$2.50	\$8,317.50	\$3.50	\$11,644.50	\$3,327.00	140.0%
654-2-21	RECTANGULAR RAPID FLASH BEACON, F&I, SOL. SINGLE	2	AS	\$7,500.00	\$15,000.00	\$6,900.00	\$13,800.00	(\$1,200.00)	92.0%
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	29	AS	\$340.00	\$9,860.00	\$320.00	\$9,280.00	(\$580.00)	94.1%
700-1-60	SINGLE POST SIGN, REMOVE	26	AS	\$24.00	\$624.00	\$40.00	\$1,040.00	\$416.00	166.7%
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	11	EA	\$4.00	\$44.00	\$7.75	\$85.25	\$41.25	193.8%
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	806	LF	\$2.25	\$1,813.50	\$6.50	\$5,239.00	\$3,425.50	288.9%
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	337	LF	\$4.50	\$1,516.50	\$8.50	\$2,864.50	\$1,348.00	188.9%
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	1	EA	\$150.00	\$150.00	\$500.00	\$500.00	\$350.00	333.3%
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.182	NM	\$4,500.00	\$819.00	\$11,000.00	\$2,002.00	\$1,183.00	244.4%
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	473	SF	\$3.00	\$1,419.00	\$4.75	\$2,246.75	\$827.75	158.3%
II. City Funded									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	4	SY	\$52.00	\$208.00	\$47.00	\$188.00	(\$20.00)	90.4%
III. Alternate Bid Items									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	1301	SY	\$52.00	\$67,652.00	\$47.00	\$61,147.00	(\$6,505.00)	90.4%
522-2	CONCRETE DRIVEWAY, 6" THICK (WITH FIBER) (3000 PSI)	621	SY	\$68.00	\$42,228.00	\$57.00	\$35,397.00	(\$6,831.00)	83.8%
522-3	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI) (STA 118+14 THRU STA 118+24)	6	SY	\$68.00	\$408.00	\$60.00	\$360.00	(\$48.00)	88.2%
				McDonald Rd Sidewalk - Subtotal		\$413,760.35		\$434,223.75	\$20,463.40

*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck through.



Legend	
< 25%	
25% - 50%	
50% - 75%	
75% - 90%	
90% - 100%	
110% - 200%	
200% - 300%	
300% - 400%	
> 400%	

Project: Invitation to Bid #17-06
McDonald Road Sidewalk from Sauls Street to 6th Street
& Victoria Gardens Blvd Sidewalk from Clyde Morris Blvd to Applevue Way
FPID(S): 435500-1-58-01, 435536-1-58-01

					Engineer's Estimate		Thadcon LLC		
							Bid		Deviation from Engineer's Estimate
Bid Item Number	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	\$	%
Victoria Gardens Blvd from Clyde Morris Blvd to Applevue Way									
I. Base Bid									
101-1	MOBILIZATION	1	LS	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	(\$15,000.00)	50.0%
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$30,000.00	\$30,000.00	\$7,000.00	\$7,000.00	(\$23,000.00)	23.3%
104-10-3	SEDIMENT BARRIER	504	LF	\$1.80	\$907.20	\$1.25	\$630.00	(\$277.20)	69.4%
104-18	INLET PROTECTION SYSTEM	4	EA	\$110.00	\$440.00	\$100.00	\$400.00	(\$40.00)	90.9%
110-1-1	CLEARING AND GRUBBING	0.851	AC	\$15,000.00	\$12,765.00	\$18,000.00	\$15,318.00	\$2,553.00	120.0%
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	105	SY	\$20.00	\$2,100.00	\$12.00	\$1,260.00	(\$840.00)	60.0%
120-1	REGULAR EXCAVATION	115	CY	\$12.50	\$1,437.50	\$20.00	\$2,300.00	\$862.50	160.0%
120-6	EMBANKMENT	160	CY	\$12.50	\$2,000.00	\$35.00	\$5,600.00	\$3,600.00	280.0%
160-4	TYPE B STABILIZATION	1192	SY	\$4.20	\$5,006.40	\$17.00	\$20,264.00	\$15,257.60	404.8%
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	2583	SY	\$1.00	\$2,583.00	\$3.00	\$7,749.00	\$5,166.00	300.0%
425-1711	INLETS, GUTTER, TYPE V, <10'	2	EA	\$4,000.00	\$8,000.00	\$3,300.00	\$6,600.00	(\$1,400.00)	82.5%
425-6	VALVE BOX, ADJUST	2	EA	\$375.00	\$750.00	\$100.00	\$200.00	(\$550.00)	26.7%
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	10	LF	\$65.00	\$650.00	\$125.00	\$1,250.00	\$600.00	192.3%
520-1-10	CONCRETE CURB & GUTTER, TYPE F	148	LF	\$21.00	\$3,108.00	\$30.00	\$4,440.00	\$1,332.00	142.9%
520-2-4	CONCRETE CURB, TYPE D	897	LF	\$20.00	\$17,940.00	\$11.00	\$9,867.00	(\$8,073.00)	55.0%
522-4	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500-PSI)	4637	SY	\$39.00	\$59,943.00	\$27.00	\$41,499.00	(\$18,444.00)	69.2%
527-2	DETECTABLE WARNINGS	201	SF	\$30.00	\$6,030.00	\$25.00	\$5,025.00	(\$1,005.00)	83.3%
570-1-2	PERFORMANCE TURF, SOD	2583	SY	\$2.50	\$6,457.50	\$3.25	\$8,394.75	\$1,937.25	130.0%
630-2-11	CONDUIT, F&I, OPEN TRENCH	7	LF	\$8.00	\$56.00	\$20.00	\$140.00	\$84.00	250.0%
632-7-2	SIGNAL CABLE, F&I	7	LF	\$4.75	\$33.25	\$65.00	\$455.00	\$421.75	1368.4%
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	25	AS	\$340.00	\$8,500.00	\$330.00	\$8,250.00	(\$250.00)	97.1%
700-1-60	SINGLE POST SIGN, REMOVE	15	AS	\$24.00	\$360.00	\$45.00	\$675.00	\$315.00	187.5%
700-12-12	SIGN BEACON, F&I, GROUND MOUNT-AC POWERED, TWO BEACONS	1	AS	\$4,500.00	\$4,500.00	\$7,700.00	\$7,700.00	\$3,200.00	171.1%
700-12-60	SIGN BEACON, REMOVE BEACON - SIGN TO REMAIN	1	AS	\$425.00	\$425.00	\$1,250.00	\$1,250.00	\$825.00	294.1%
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	516	LF	\$2.25	\$1,161.00	\$6.50	\$3,354.00	\$2,193.00	288.9%
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	407	LF	\$4.50	\$1,831.50	\$8.50	\$3,459.50	\$1,628.00	188.9%
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	1	EA	\$150.00	\$150.00	\$500.00	\$500.00	\$350.00	333.3%
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.004	GM	\$4,500.00	\$18.00	\$16,000.00	\$64.00	\$46.00	355.6%
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	349	SF	\$3.00	\$1,047.00	\$5.00	\$1,745.00	\$698.00	166.7%
II. Alternate Bid Items									
522-1	CONCRETE SIDEWALK, 4" THICK (WITH THICKENED EDGE) (WITH FIBER) (3000 PSI)	1537	SY	\$52.00	\$79,924.00	\$52.00	\$79,924.00	\$0.00	100.0%

*NOTE: Calculation of the total bid cost includes the Alternate Bid Items in lieu of the corresponding items included in the Base Bid, which has been struck through.

Victoria Gardens Sidewalk - Subtotal \$228,180.35

\$218,814.25 (\$9,366.10)

Grand Total \$641,940.70

\$653,038.00 \$11,097.30 101.73%

CITY of PORT ORANGE, FLORIDA

INVITATION TO BID

**MCDONALD ROAD SIDEWALK FROM SAULS STREET TO
6TH STREET & VICTORIA GARDENS BLVD.SIDEWALK
FROM CLYDE MORRIS BLVD.TO APPLEVIEW WAY**

ITB #17-06



City of Port Orange Purchasing Division
Prepared by: David Battaglia, Purchasing Agent
Release Date: July 10, 2017

Bid Due Date and Time: August 17, 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 #17-06 MCDONALD ROAD SIDEWALK FROM SAULS STREET TO 6TH STREET & VICTORIA GARDENS BLVD.SIDEWALK FROM CLYDE MORRIS BLVD.TO APPELVIEW WAY

Notice is hereby given that the City of Port Orange is soliciting bids for **MCDONALD ROAD SIDEWALK FROM SAULS STREET TO 6TH STREET & VICTORIA GARDENS BLVD.SIDEWALK FROM CLYDE MORRIS BLVD.TO APPELVIEW WAY**. 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 August 17, 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 **July 28, 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.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

DESCRIPTION: Installation of Sidewalks along the west side of McDonald Road from Sauls Street to 6th Street and the sidewalk along the south and east sides of Victoria Gardens Blvd. from Clyde Morris Blvd. to connect to an existing sidewalk at Appleview Way in order to complete a loop to SR 421.

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. 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 Agent, David Battaglia, dbattaglia@port-orange.org purchdiv@port-orange.org and reference "Questions on ITB #17-06 MCDONALD ROAD SIDEWALK FROM SAULS STREET TO 6TH STREET & VICTORIA GARDENS BLVD.SIDEWALK FROM CLYDE MORRIS BLVD.TO APPELVIEW WAY" in the subject line. Last day for questions will be **August 3, 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. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

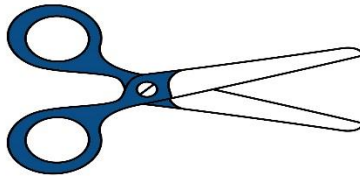
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #17-06 MCDONALD ROAD SIDEWALK FROM SAULS STREET TO 6TH STREET & VICTORIA GARDENS BLVD.SIDEWALK FROM CLYDE MORRIS BLVD.TO APPLEVIEW WAY**

David Battaglia Purchasing Agent
Legal Ad - One Time –July 10, 2017

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN	
SEALED BID NO.	<u>ITB #17-06</u>
BID TITLE:	<u>MCDONALD ROAD SIDEWALK FROM SAULS STREET TO 6TH STREET & VICTORIA GARDENS BLVD.SIDEWALK FROM CLYDE MORRIS BLVD.TO APPLEVIEW WAY</u>
DUE DATE/TIME:	<u>August 17, 2017 at 2:30 P.M.</u>
SUBMITTED BY:	<u>(Name of Company)</u>
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Battaglia Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	<u>(To be stamped by Clerk's Office)</u>

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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 Installation of Sidewalks along the west side of McDonald Road from Sauls Street to 6th Street and the sidewalk along the south and east sides of Victoria Gardens Blvd. from Clyde Morris Blvd. to connect to an existing sidewalk at Appleview Way in order to complete a loop to SR 421, 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: July 10, 2017
 Non-Mandatory Pre-Bid Conference July 28, 2017 at 10:00 A.M.
 Deadline for Questions: August 3, 2017 by 5:00 P.M.
 Final Addendum Posting: August 10, 2017 by 5:00 P.M.
Bids Due: August 17, 2017 by 2:30 P.M.
 City Council Meeting for Approval of Recommendation of Award September 19, 2017

Bids must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: David Battaglia Purchasing Agent, 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/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors are strongly encouraged to attend because the Pre-Bid Conference will offer potential Vendors the opportunity to ask questions and discuss the project directly with staff. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on ITB #17-06" 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
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.

To be eligible to respond to this ITB, the Vendors must have a minimum of five (5) years' prior successful experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

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.

BASIS OF AWARD:

The lowest responsible bid as defined in No. 27 of Section 4 - Standard Purchase Definitions.

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:

Installation of Sidewalks along the west side of McDonald Road from Sauls Street to 6th Street and the sidewalk along the south and east sides of Victoria Gardens Blvd. from Clyde Morris Blvd. to connect to an existing sidewalk at Appleview Way in order to complete a loop to SR 421.

SCOPE OF WORK:

DESCRIPTION: The McDonald Road Sidewalk project is located in City of Port Orange. The project includes the installation of approximately 0.5 miles (2,700 linear feet) of 4-inch thick, 5-foot wide concrete sidewalk. The sidewalk will be placed along the west side of McDonald Road from Sauls Street to 6th Street. Project elements include ADA complaint sidewalk, handrail, gravity wall, minor drainage improvements, minor milling and resurfacing, 6" driveway reconstruction, curb ramps, detectable warning surfaces, signage, and thermoplastic striping to include special emphasis crosswalks. Two rectangular rapid flashing beacons (RRFB) are proposed at McDonald Road and Sauls Street. In addition, mobilization, maintenance of traffic (MOT), erosion control, clearing and grubbing, and sodding are also included as part of this project.

Victoria Gardens Sidewalk is located in City of Port Orange. That project includes installation of approximately 0.32 miles (1,675 linear feet) of 4-inch thick, 8-foot wide concrete sidewalk with a thickened edge. The sidewalk will be placed along the south and east sides of Victoria Gardens Blvd. from Clyde Morris Blvd. to connect to an existing sidewalk at Appleview Way in order to complete a loop to SR 421. Project elements include ADA compliant sidewalk, curb ramps, Miami curb replacement to provide compliant counter slopes at Appleview Way, detectable warning surfaces, stabilized shoulder, fire hydrant adjustment, signage, and thermoplastic striping to include special emphasis crosswalks. A sign with a flashing beacon is being replaced which will include installation of new conduit and cables. In addition, mobilization, maintenance of traffic (MOT), clearing and grubbing, swale fine grading, erosion control, and sodding are also included as part of this project.

The Plans and Drawings for this project are separate from this document and can be obtained by navigating to this solicitation through DemandStar.

Please go to <http://www.demandstar.com> to download the attachment file associated with this solicitation.

File Name: ITB 17-06 - Drawings ONLY - McDonald Road & Victoria Gardens Blvd.pdf

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

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

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

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

[Remainder of this page left intentionally blank]

SECTION 5 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be from the date of notice to proceed. Substantial Completion will be One Hundred and Thirty (130) Calendar Days. Final Completion will be One hundred and Sixty (160) calendar Days.

[Remainder of this page left intentionally blank]

SECTION 6 – REQUIRED FORMS

FORM 6.1 – BID SUBMITTAL CHECKLIST

- _____ Form 6.2 – Vendor’s Acknowledgement
- _____ Form 6.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 6.4 – Drug Free/Tie Preference Statement
- _____ Form 6.5 – Public Entity Crimes Statement
- _____ Form 6.6 – Affidavit of Anti-Collusion
- _____ Form 6.7 – Authorized Signatures/Negotiators
- _____ Form 6.8– Statement of Vendor’s Qualifications
- _____ Form 6.9 – Professional References for Previous Experience
- _____ Form 6.10 – Listing of Subcontractors
- _____ Form 6.11 – Vendor Application
- _____ W-9 Form
- _____ Form 6.12 – Certificate as to Corporate Principle
- _____ Form 6.13 – Certification of Compliance with Florida Trench Safety Act
- _____ Form 6.14 – Disadvantaged Business Enterprise (DBE) Participation Statement
- _____ Form 6.15– E-Verify Acknowledgement
- _____ Form 6.16 – Certificate of Insurance for Public Liability and Property Damage
- _____ Form 6.17 – Affidavit Regarding Workmen’s Compensation (A Copy of Certificate of Insurance Naming City of Port Orange as a Certificate Holder will be required prior to execution of contract)
- _____ Form 6.18 – Consent of surety for Final Payment
- _____ Form 6.19 – Certification of Current Capacity
- _____ Form 6.20 – Certification for Disclosure of Lobbying Activities
- _____ Form 6.21 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Contracts.

_____ Form 6.22 – Consent of Surety for Final Payment.

_____ Copy of Certified General Contractor License

_____ Copy of Insurance Certificate

_____ Bid Proposal Schedule of Unit Pricing

_____ Bid Bond

_____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY:

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 6.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

FORM 6.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 6.4 – DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 6.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 6.6 –AFFIDAVIT OF ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 6.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

<u>Name</u>	<u>Title</u>	<u>Phone #</u>

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 6.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

This document must be completed and returned with your Submittal

(Form 6.8 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 6.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 6.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal



City of Port Orange Vendor Application

City of Port Orange

Attn: Purchasing Division

(386) 506-5704

purchdiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

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

*** NOTE TO VENDORS***

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

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

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

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

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

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

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

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

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions
on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership).....

☐ Exempt payee

☐ Other (see instructions)^a

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

[]	[]	[]	[]	[]	[]	[]	[]	[]	[]
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

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

Employer identification number

[]	[]	[]	[]	[]	[]	[]	[]	[]	[]
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

Part II Certification

Under penalties of perjury, I certify that:

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

Sign
Here

Signature of
U.S. person

Date

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

This document must be completed and returned with your Submittal

FORM 6.12 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

FORM 6.13 – CERTIFICATION OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Vendor acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CER 1926.650 (Subpart P as amended). Vendor further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Law of Florida) and the Occupational Safety and Health Administrations excavation safety standards as they may be amended from time-to-time.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 9.91% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION275-030-11
EQUAL OPPORTUNITY OFFICE
10/14
Page 2 of 2**DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

If applicable, all required DBE documentation must be completed and returned with your Submittal

FORM 6.15 – E-VERIFY ACKNOWLEDGEMENT

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Contractor acknowledges and agrees to the following:

Contractor 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing 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 Contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

This document must be completed and returned with your Submittal

FORM 6.16 – CERTIFICATE OF INSURANCE FOR PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify _____ Company has issued to
_____, of the City of _____, State of _____,
the following policy or policies: Public Liability Policy No. _____ effective on _____, 20____, limits
_____, Property Damage Policy No. _____ effective on
_____, 20____, and expiring on _____, 20____, limits
_____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the
_____, in writing thirty (30) days prior to cancellation of the policy.

Authorized Signature

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

This document must be completed and returned with your Submittal

FORM 6.17 AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of _____

County of _____

_____ being duly sworn according to law, deposes and says (it, he, they) have accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

CONTRACTOR:

By _____

Title _____

Sworn to and subscribed before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

Notary Public Printed Name

This document must be completed and returned with your Submittal

FORM 6.18 – CONSENT OF SURETY FOR FINAL PAYMENT

Project Name: MCDONALD ROAD SIDEWALK FROM SAULS STREET TO 6TH STREET & VICTORIA GARDENS BLVD.SIDEWALK
FROM CLYDE MORRIS BLVD.TO APPLEVIEW WAY

ITB # 17-06

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following
named surety: _____ on the Payment Bond of the
following named Contractor: _____ hereby approves of final payment to the
Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named
herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:
_____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of
_____, 20_____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix
Corporate Seal)

TITLE _____

This document must be completed and returned with your Submittal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
 PROGRAM MANAGEMENT
 12/09
 Page 1 of 2

CONFIDENTIAL

For bids to be received on _____
 (Letting Date)

Fill in your FDOT Vendor Number

VF _____

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
 the "Status of Contracts on Hand" report (page 2) \$ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

 NAME OF FIRM

Sworn to and subscribed this _____ day
 of _____, 20 _____

By: _____

 Title

This document must be completed and returned with your Submittal

Form 6.19 Certification of Current Capacity (Continued)

525-010-46
PROGRAM MANAGEMENT
12/09
Page 2 of 2

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$0.00	\$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$0.00

This document must be completed and returned with your Submittal

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

This document must be completed and returned with your Submittal

Form 6.20 Certification for Disclosure of Lobbying Activities Continued

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES ☐ NO ☐

If *no*, then please complete section 4
below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____ _____			7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____			b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

This document must be completed and returned with your Submittal

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BID PROPOSAL

Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package. *This document must be completed and returned with your Submittal.*



ATTACHMENT 1 BID PROPOSAL
SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
MCDONALD ROAD SIDEWALKS FROM SAULS ST TO 6TH ST
FPID: 435500-1-58-01
ITB # 17-06

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
I. BASE BID					
101-1	MOBILIZATION	LS	1	\$ -	\$ -
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ -	\$ -
104-10-3	SEDIMENT BARRIER	LF	3895	\$ -	\$ -
104-18	INLET PROTECTION SYSTEM	EA	29	\$ -	\$ -
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	1009	\$ -	\$ -
110-1-1	CLEARING AND GRUBBING	AC	1.172	\$ -	\$ -
110-7-1	MAILBOX, F&I SINGLE	EA	4	\$ -	\$ -
120-1	REGULAR EXCAVATION	CY	88	\$ -	\$ -
120-6	EMBANKMENT	CY	98	\$ -	\$ -
160-4	TYPE B STABILIZATION	SY	202	\$ -	\$ -
285-7-04	OPTIONAL BASE, BASE GROUP 04	SY	195	\$ -	\$ -
327-70-16	MILL EXISTING ASPHALT PAVEMENT (1/2" AVG. DEPTH)	SY	1220	\$ -	\$ -
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	TN	169	\$ -	\$ -
400-0-11	CONC. CLASS NS, GRAVITY WALL	CY	23	\$ -	\$ -
415-1-3	REINFORCING STEEL,RETAINING WALLS	LB	319	\$ -	\$ -
425-5	MANHOLE, ADJUST, UTILITIES	EA	3	\$ -	\$ -
425-6	VALVE BOX, ADJUST	EA	4	\$ -	\$ -
425-1211	INLETS, CURB, TYPE 10, <10'	EA	1	\$ -	\$ -
425-1541	INLETS, DT BOT, TYPE D, <10'	EA	2	\$ -	\$ -
425-2-91	MANHOLES, J-8, <10'	EA	1	\$ -	\$ -

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
425-10	YARD DRAIN	EA	2	\$ -	\$ -
430-174-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	LF	74	\$ -	\$ -
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	70	\$ -	\$ -
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	LF	31	\$ -	\$ -
430-174-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	LF	19	\$ -	\$ -
430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"S D	LF	17	\$ -	\$ -
430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"S D	LF	73	\$ -	\$ -
430-200-21	FLARED END SECTION, CONCRETE, 12"	EA	1	\$ -	\$ -
430-982-121	MITERED END SECT, OPTIONAL RD, 12" CD	EA	1	\$ -	\$ -
430-982-125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	1	\$ -	\$ -
430-982-129	MITERED END SECT, OPTIONAL RD, 24" CD	EA	1	\$ -	\$ -
430-982-133	MITERED END SECT, OPTIONAL RD, 30" CD	EA	2	\$ -	\$ -
430-982-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	EA	1	\$ -	\$ -
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	EA	3	\$ -	\$ -
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	174	\$ -	\$ -
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	285	\$ -	\$ -
520-2-1	CONCRETE CURB, TYPE A	LF	70	\$ -	\$ -
522-1	CONCRETE SIDEWALK, 4" THICK (2500 PSI)	SY	1301	\$ -	\$ -
522-2	CONCRETE DRIVEWAYS, 6" THICK (2500 PSI)	SY	621	\$ -	\$ -
522-3	CONCRETE SIDEWALK, 4" THICK (2500 PSI) (STA 118+14 THRU STA 118+24)	SY	6	\$ -	\$ -
527-2	DETECTABLE WARNINGS	SF	448	\$ -	\$ -
570-1-2	PERFORMANCE TURF, SOD	SY	3327	\$ -	\$ -
654-2-21	RECTANGULAR RAPID FLASH BEACON, F&I, SOL. SINGLE	AS	2	\$ -	\$ -
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 125F	AS	29	\$ -	\$ -
700-1-60	SINGLE POST SIGN, REMOVE	AS	26	\$ -	\$ -
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	EA	11	\$ -	\$ -
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	806	\$ -	\$ -
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	337	\$ -	\$ -
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	EA	1	\$ -	\$ -
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	NM	0.182	\$ -	\$ -
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	473	\$ -	\$ -
TOTAL					\$ -

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
II. ROADWAY CONSTRUCTION (CITY FUNDED)					
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	SY	4	\$ -	\$ -
TOTAL					\$ -
III. ALTERNATE BID ITEMS					
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	SY	1301	\$ -	\$ -
522-2	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI)	SY	621	\$ -	\$ -
522-3	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI) (STA 118+14 THRU STA 118+24)	SY	6	\$ -	\$ -
TOTAL					\$ -

This document must be completed and returned with your Submittal



**ATTACHMENT 1 BID PROPOSAL
SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
VICTORIA GARDENS BLVD FROM CLYDE MORRIS BLVD TO APPLEVIEW WY
FPID: 435536-1-58-01
ITB # 17-06**

Completed Exhibit 1 Bid Proposal form **MUST** be included with Bid Submission
:tion to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
I. BASE BID					
101-1	MOBILIZATION	LS	1	\$ -	\$ -
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ -	\$ -
104-10-3	SEDIMENT BARRIER	LF	504	\$ -	\$ -
104-18	INLET PROTECTION SYSTEM	EA	4	\$ -	\$ -
110-1-1	CLEARING AND GRUBBING	AC	0.851	\$ -	\$ -
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	105	\$ -	\$ -
120-1	REGULAR EXCAVATION	CY	115	\$ -	\$ -
120-6	EMBANKMENT	CY	160	\$ -	\$ -
160-4	TYPE B STABILIZATION	SY	1192	\$ -	\$ -
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	2583	\$ -	\$ -
425-1711	INLETS, GUTTER, TYPE V, <10'	EA	2	\$ -	\$ -
425-6	VALVE BOX, ADJUST	EA	2	\$ -	\$ -
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	10	\$ -	\$ -
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	148	\$ -	\$ -
520-2-4	CONCRETE CURB, TYPE D	LF	897	\$ -	\$ -
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500 PSI)	SY	1537	\$ -	\$ -
527-2	DETECTABLE WARNINGS	SF	201	\$ -	\$ -
570-1-2	PERFORMANCE TURF, SOD	SY	2583		\$ -
630-2-11	CONDUIT, F&I, OPEN TRENCH	LF	7	\$ -	\$ -
632-7-2	SIGNAL CABLE, F&I	LF	7	\$ -	\$ -
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 125F	AS	25	\$ -	\$ -
700-1-60	SINGLE POST SIGN, REMOVE	AS	15	\$ -	\$ -

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
700-12-12	SIGN BEACON, F&I, GROUND MOUNT-AC POWERED, TWO BEACONS	AS	1	\$ -	\$ -
700-12-60	SIGN BEACON, REMOVE BEACON - SIGN TO REMAIN	AS	1	\$ -	\$ -
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	516	\$ -	\$ -
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	407	\$ -	\$ -
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	EA	1	\$ -	\$ -
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	0.004	\$ -	\$ -
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	349	\$ -	\$ -
TOTAL					\$ -

II. ALTERNATE BID ITEMS					
522-1	CONCRETE SIDEWALK, 4" THICK (WITH THICKENED EDGE) (WITH FIBER) (3000 PSI)	SY	1537	\$ -	\$ -
TOTAL					\$ -

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF
Type or print name: _____
Commission No.: _____
Commission Expires: _____
(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

LAP DIVISION 1 SPECIFICATIONS.

(REV 4-19-17) (7-17)

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)

FROM SECTION 1 – Definitions and Terms:

Department Name City of Port Orange

Engineer Larry A. Roberts, Community Development Engineer

Contractor's Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

(1) Registration as a Professional Engineer in the State of Florida.

(2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

FROM SECTION 6 – CONTROL OF MATERIALS (Convict Labor and Buy America).

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project

FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, Wage Rates, E-Verify, Title VI, DBE, and On-The-Job Training).

Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address

<http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf> . Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:
<http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf> .

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL170234	Highway

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

Contact the Department's Prevailing Wage Rate Coordinator at (850) 414-4688 if the Department's website cannot be accessed or there are questions.

7-24 Disadvantaged Business Enterprise Program.

7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan: Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

7-24.3 Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:

1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.
2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.
3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:
 - a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.

b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

d. Encouraging eligible DBEs to apply for certification with the Department.

e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs; and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.
3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.
5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-26 Cargo Preference Act – Use of United States-Flag Vessels.

Pursuant to Title 46 CFR 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

7-29 E-Verify.

The Contractor 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing 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 Contract term.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

FROM SECTION 8 (Liquidated Damages).

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount Daily Charge Per Calendar Day	
\$50,000 and under	\$763
Over \$50,000 but less than \$250,000	\$958
\$250,000 but less than \$500,000.....	\$1,099
\$500,000 but less than \$2,500,000.....	\$1,584
\$2,500,000 but less than \$5,000,000.....	\$2,811
\$5,000,000 but less than \$10,000,000.....	\$3,645
\$10,000,000 but less than \$15,000,000.....	\$4,217
\$15,000,000 but less than \$20,000,000.....	\$4,698
\$20,000,000 and over	\$6,323 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

Department of Labor General Decision
FL 234 Davis-Bacon Wage Determination

General Decision Number: FL170234 01/06/2017 FL234

Superseded General Decision Number: FL20160234

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/06/2017

* ELEC0915-004 12/07/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 26.53	10.07

SUFL2013-052 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 15.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 13.97	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.38	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control		

Specialist).....\$ 11.36 0.00

LABORER: Asphalt, Includes

Raker, Shoveler, Spreader and

Distributor.....\$ 14.05 0.00

LABORER: Common or General.....\$ 10.55 0.00

LABORER: Flagger.....\$ 13.09 0.00

LABORER: Grade Checker.....\$ 14.66 0.00

LABORER: Mason Tender -

Cement/Concrete.....\$ 12.58 0.00

LABORER: Pipelayer.....\$ 13.46 0.00

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 14.96 0.00

OPERATOR: Bobcat/Skid

Steer/Skid Loader.....\$ 12.88 0.00

OPERATOR: Broom/Sweeper.....\$ 12.91 0.00

OPERATOR: Bulldozer.....\$ 15.23 0.00

OPERATOR: Concrete Finishing

Machine.....\$ 15.44 0.00

OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.01	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 15.63	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.88	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00

OPERATOR: Roller.....\$ 13.01 0.00

OPERATOR: Scraper.....\$ 12.21 0.00

OPERATOR: Screed.....\$ 14.66 0.00

OPERATOR: Trencher.....\$ 14.25 0.00

PAINTER: Spray.....\$ 19.57 0.00

TRAFFIC SIGNALIZATION:

Traffic Signal Installation.....\$ 14.25 0.00

TRUCK DRIVER: Dump Truck.....\$ 12.28 0.00

TRUCK DRIVER: Flatbed Truck.....\$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....\$ 16.25 0.00

TRUCK DRIVER: Slurry Truck.....\$ 11.96 0.00

TRUCK DRIVER: Water Truck.....\$ 13.57 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



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

**City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129,
A Florida municipal corporation**

THIS AGREEMENT is by and between _____ (“Owner”) and _____ (“Contractor”).

The Effective Date of this Agreement shall be _____ (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:

McDonald Road Sidewalk: project includes the installation of approximately 0.5 miles (2,700 linear feet) of 4-inch thick, 5-foot wide concrete sidewalk. The sidewalk will be placed along the west side of McDonald Road from Sauls Street to 6th Street. Project elements include ADA compliant sidewalk, handrail, gravity wall, minor drainage improvements, minor milling and resurfacing, 6” driveway reconstruction, curb ramps, detectable warning surfaces, signage, and thermoplastic striping to include special emphasis crosswalks. Two rectangular rapid flushing beacons (RRFB) are proposed at McDonald Road and Sauls Street. In addition, mobilization, maintenance of traffic (MOT), erosion control, clearing and grubbing, and sodding are also included as part of this project.

Victoria Garden Sidewalk: project includes installation of approximately 0.32 miles (1,675 linear feet) of 4-inch thick, 8-foot wide concrete sidewalk with a thickened edge. The sidewalk will be placed along the south and east sides of Victoria Gardens Boulevard from Clyde Morris Boulevard to connect to an existing sidewalk at Applevue Way in order to complete a loop to State Road 421 (Dunlawton Avenue). Project elements include ADA compliant sidewalk, curb ramps, Miami curb replacement to provide compliant counter slopes at Applevue Way, detectable warning surfaces, stabilized shoulder, fire hydrant adjustment signage, and thermoplastic striping to include special emphasis crosswalks. A sign with a flashing beacon is being replaced which will include installation of new conduit and cables. In addition,

mobilization, maintenance of traffic (MOT), clearing and grubbing, swale fine grading, erosion control, and sodding are also included as part of this project.

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: *McDonald Road sidewalk from Sauls Street to 6th Street and Victoria Garden sidewalk from Clyde Morris Boulevard to Appleview Way.*

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the Design Professional specified and Engineer shall serve as Owner's agent for purposes of approving Contractor's payment requests, and as otherwise provided in the Contract documents.
- A. The part of the Project that pertains to the Work has been designed by **TRAFFIC ENGINEERING DATA SOLUTIONS, INC.** ("Design Professional"), a Florida corporation.
- B. The Owner has retained _____ (CEI "Engineer"), a _____ corporation, 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.

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 on or before *March 6, 2018*.
- 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 on or before *April 5, 2018*.
- 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 **\$1,584.00** 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</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>

See Attachments

Total of all Bid Prices (Unit Price Work) \$ _____

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 10, inclusive).
2. Combination Payment and Performance Bond (pages 1 to 3, inclusive).
3. Other bonds (N/A).
4. General Conditions (pages 1 to 68, 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 as listed in the table of contents of the Project Manual.
7. Drawings consisting of 38 sheets with each sheet bearing the following general title: ***McDonald Road Sidewalk***, and 19 sheets with each sheet bearing the following general title, ***Victoria Gardens Boulevard Sidewalk***.
8. Addenda (numbers ____ to ____, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor's Bid and Schedule of Unit Prices (page _ to _, 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 Workers' Compensation
 - d. Composite Exhibit No. 3 City's Bid Request No. ____ (not attached, on file with City Clerk's Office) (pages _ to _, inclusive).

- e. Exhibit No. 4 Ardaman Geotechnical Report.
 - f. Exhibit No. 5 Permits secured by Local Agency
10. 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.
- 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 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: _____

Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

Contractor

By: _____

Title: _____

Date: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

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CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer and Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer and/or Owner which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; (iii) achieve Final Completion; and (iv) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *Final Completion* – This shall occur when Contractor, in the opinion of Engineer or Owner, performs and completes all corrective action associated with the Punchlist in addition to any other work required of Contractor under the Contract Documents.
22. *General Requirements*—Sections of Division 1 of the Specifications.
23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
24. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Punchlist* – The detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete to achieve Final Completion that is generated in accordance with Paragraph 14.06 of the General Conditions.
37. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
38. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
41. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, samples, product data, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
46. *Substantial Completion*—The time and date at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be occupied and/or utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. Substantial Completion cannot occur before the Project is issued a Certificate of Occupancy (or Completion, if applicable) by the governing building department that allows Owner to begin to utilize the entire Project for the purposes for which it is intended.
47. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
50. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

51. *Unit Price Work*—Work to be paid for on the basis of unit prices.

52. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

53. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. is failing or has been damaged.

E. *Furnish, Install, Perform, Provide:*

- 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request such as the specific additional insured endorsement included in the liability policy) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5 and/or the Supplementary Conditions.

2.02 *Copies of Documents*

- A. At the request of Contractor, Owner or Engineer shall furnish to Contractor up to 5 hard copies of the Drawings and Specifications. Additional copies of the Drawings and Specifications will be furnished upon request at the cost of reproduction.

2.03 *Notice to Proceed; Starting the Work*

- A. Contractor shall not commence the Work until Owner issues a Notice to Proceed. A Notice to Proceed may be issued by Owner at any time after the Effective Date of the Agreement.

2.04 *N/A*

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer and Owner for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, and identifying the Substantial Completion and Final Completion dates;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts / line-items in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer or Owner, and others as appropriate will be held to review for acceptability to Engineer or Owner as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted and approved by Engineer and Owner.

1. The Progress Schedule will be acceptable to Engineer and Owner if it provides an orderly progression of the Work to completion within the Contract Times and identifies Contractor's critical path sequence of scheduled activities with the earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedule shall belong to Owner in order to offset a delay attributable to Owner or its agents. Such acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts / line-items of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents (*e.g.*, answering Requests for Information) shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign

to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies:

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements and dimensions. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04 below.
3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or could have discovered the conflict or error by carefully studying and comparing the Contract Documents and checking and verifying pertinent figures therein and all applicable field measurements and dimensions.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
2. In the event there is a discrepancy or conflict in the Drawings and Specifications applicable to a particular detail or assembly of the Work, Contractor must promptly seek clarification from

Engineer before proceeding with the Work. Subject to Paragraph 3.03.A.3 above, if Contractor proceeds with the Work without seeking such clarification, Contractor will be bound by the stricter and more expensive detail or assembly. Contractor agrees and recognizes that in agreeing to the Contract Price it has factored in the costs associated with installing the stricter and more expensive detail or assembly.

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. *N/A*
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, staging, or storage of materials and equipment. Contractor shall have the obligation to restore the additional lands to their original condition.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions may identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents and shall under no circumstance relieve Contractor from visiting the Site and becoming familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Such "technical data" is identified in the Supplementary Conditions. Except for such limited reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of

their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after first becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition within 5 days. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.03.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03; and
 - c. Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A within 5 days after first becoming aware of such condition.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
- 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;

- b. locating all Underground Facilities shown or indicated in the Contract Documents;
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after first becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer within 5 days. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or location, and (iii) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Contractor shall lay-out and verify all field dimensions and measurements at the Site before proceeding with any portion of the Work.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work or identified in a report listed in the Supplemental Conditions. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible or if such condition is caused by the negligence, recklessness, or intentional misconduct of Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing) within 5 days of first becoming aware of the condition. Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under

which such Work may be resumed safely. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Hazardous Environmental Condition that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Hazardous Environmental Conditions, (iii) Contractor did not negligently, recklessly, or intentionally cause the Hazardous Environmental Condition, and (iv) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. *N/A*

H. *N/A*

I. *N/A*

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds in accordance with Florida Statute §255.05, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.
- B. All bonds shall be in the form prescribed by the Contract Documents. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The performance and payments bonds shall be recorded in the public records in and for Volusia County, Florida. As a courtesy to the Contractor and to expedite recording, the City shall record the bond on behalf of the Contractor and shall cause a copy of the recording information to be provided to the Contractor by the Project Engineer.

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in Florida to issue bonds or insurance policies for the limits and coverages so required.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. *N/A*
- F. In the event of any conflict between this Paragraph 5.03 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds for ongoing and completed operations, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraph 6.20 below and as otherwise set forth in the Contract;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for 10 years after Substantial Completion.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment.
- C. Contractor shall be solely responsible for any insurance deductible or self-insured retention.
- D. In the event of any conflict between this Paragraph 5.04 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). Such policy shall identify both Contractor and Owner as named insureds. Contractor shall solely be responsible for any deductible. This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, flood, windstorm, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. *N/A*

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. *N/A*

E. *N/A*

F. Contractor's all-risk property insurance shall not terminate or expire if Owner elects to utilize or occupy any portion or portions of the Project prior to Substantial Completion. Contractor shall obtain an occupancy / use endorsement that allows Owner to utilize or occupy a portion or portions of the Project prior to Substantial Completion (such that if a temporary Certificate of Occupancy or Completion is issued for a portion(s) of the Project, the all-risk property insurance shall remain in full force).

G. In the event of any conflict between this Paragraph 5.06 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of

the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.

B. *N/A*

C. *N/A*

D. In the event of any conflict between this Paragraph 5.07 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and, only if applicable, the cost thereof covered by an appropriate Change Order.
- B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.
- C. Owner, at its sole discretion, may elect to fund the costs associated with any property insurance claim, excluding the deductible, and seek reimbursement from Contractor's policy that identifies both Contractor and Owner as named insureds. If Owner exercises this right, it shall have sole authority to settle and adjust any claim and receive reimbursement under the policy with the proceeds made payable to Owner. Contractor shall have the obligation to cooperate and comply with all terms and provisions of the policy and its failure to do so shall constitute a material breach of the Contract. If Owner does not elect this right, Contractor shall be required to fund the costs associated with any property insurance claim and seek reimbursement under the policy.

- D. In the event of any conflict between this Paragraph 5.08 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.09 *Acceptance Insurance; Option to Replace*

- A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with Article 5 and/or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the insurance required of it by the Contract Documents, Owner shall notify Contractor in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage, which shall constitute a material breach of the Contract by Contractor. Without Owner's prejudice to any other right or remedy, Owner may elect to obtain equivalent insurance to protect its interests at the expense of Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.
- B. In the event of any conflict between this Paragraph 5.09 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. *N/A*

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall submit a Request for Information to Engineer seeking clarification as to any aspect of the Contract Documents as soon as practical to, among other things, maintain the orderly progress of the Work and avoid any delay to the Work.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent or superintendents, as appropriate, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer and Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed monthly adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will be submitted with Contractor's Applications for Payment, as conditions precedent to payment, and will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.
 - 3. All proposed Progress Schedules submitted to Engineer and Owner shall identify Contractor's critical path sequence of scheduled activities of the Work as well as earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start

date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedules shall belong to Owner to offset a delay to Contractor's critical path attributable to Owner or its agents.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute

items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. Additionally, subject to Paragraph 6.06.B below, Contractor shall provide to Owner within 10 days from the Effective Date of this Agreement a written list of all Subcontractors (or other individuals or entities it plans on engaging to perform a scope of the Work), together with their Certificates of Insurance that must identify Owner as an additional insured. Subcontractors must identify Owner as an additional insured for purposes of ongoing and completed operations.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- C. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor and ensure that they perform the Work in a good and workmanlike manner and pursuant to the Contract Documents.
- D. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- E. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- F. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. *N/A*
- C. *N/A*

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or,

if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. *N/A*

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* 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.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show as-built conditions and changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when

prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. thoroughly reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements regarding payment or otherwise, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others;
 - 7. any correction of defective Work by Owner; or
 - 8. the achievement of Final Completion (including Contractor's completion of Punchlist items that were deemed satisfactory to Engineer).

6.20 *Indemnification*

- A. To the fullest extent permitted by Florida law including Florida Statute §725.06, Contractor shall indemnify and hold harmless Owner (including Owner's officers and employees) from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract. Contractor agrees and understands that the monetary limitation on the extent of its indemnification shall be \$1 million per occurrence or the per occurrence limits of its commercial general liability (CGL)

insurance, whichever is greater, which bears a reasonable commercial relationship to the Contract and is hereby part of the project specifications and bid documents.

- B. To the fullest extent permitted by Florida law, Contractor shall defend Owner (including Owner's officers and employees) from claims, demands, and litigation asserted against Owner to the extent such claims, demands, or litigation are caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.
- C. Contractor agrees and understands that its obligation to indemnify, hold harmless, and defend as set forth in Paragraphs 6.20.A and B above includes, without limitation, claims, losses, etc. for personal injury, death, property damage, Hazardous Environmental Conditions, infringement of patent rights or copyrights incident to the use or incorporation in the performance of the Work, etc., to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C or as otherwise provided in Florida Statute §218.735.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. N/A

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts

will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the clarification or interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing as soon as practical (so as to maintain the orderly progress of the Work and to avoid any delay to the Work) but in no event later than 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred or render a written answer with respect to any Request for Information Contractor submits to Engineer seeking clarification as to an aspect of the Contract Documents. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. *N/A*
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05 that are then resolved by the parties to the Agreement.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those otherwise waived pursuant to the Contract, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims. Owner, however, may, but is not required to, refer to Engineer its assessment of liquidated damages against Contractor in accordance with Paragraph 4.03 of the Agreement or any claim it has with respect to construction defects discovered after Final Completion.
- B. *Notice:* Unless as otherwise set forth herein, written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with detailed, supporting data shall be delivered to the Engineer

and the other party to the Contract within 60 days after the start of such event. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. *N/A*
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.
- G. All Claims Contractor submits for an adjustment in Contract Time or Contract Price shall be subject to the No-Damage-For-Delay provision in Paragraph 10.06 of the Agreement.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall

include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors) employed for services specifically related to the Work. Attorneys and accountants shall not constitute a Cost of the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence, recklessness, or intentional misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data. Owner shall have the right to inspect and audit Contractor's books and cost records at any time during the course of the Project and for three years after Final Completion. Owner must give Contractor 7 days written notice that it plans on inspecting and auditing Contractor's books and cost records.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances specifically identified and called for in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items are estimates and solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price shall be guaranteed and will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense for supplying additional units or Owner believes that Owner is entitled to a decrease in Contract Price for Contractor supplying fewer units and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01 excluding 11.01.A.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C). Contractor shall keep detailed backup supporting its actual costs incurred associated with the adjustment in Contract Price.

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires not caused by Contractor or anyone whom Contractor is responsible, floods not caused by Contractor or anyone whom Contractor is responsible, epidemics, abnormal weather conditions not anticipated or customary in Volusia County, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall only be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions not anticipated or customary in Volusia County, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall only be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and

testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or

otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use

by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an

appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

- B. Owner shall not be deemed to have accepted any defective work from Contractor that was not discovered by Engineer or Owner unless the defect was specifically detailed to Owner in writing by Contractor notifying Owner of the defective work and Owner notifies Contractor in writing that it will accept the defective work (whether as-is, by receiving a credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 13.08). Contractor recognizes and understands that it shall not be relieved of responsibility or liability with performing defective Work even if such defective work previously passed inspection by any inspector, including, without limitation, an inspector with the governing building department or a threshold inspector.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after 7 days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. Contractor, on the 25th of each month, shall submit to Engineer for review an Application for Payment (in a form approved by Owner) filled out and signed by Contractor covering the Work completed or which will be completed by the end of the month, accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor (in a form approved by Owner) certifying that all previous progress payments received on account of the Work have been applied to pay Contractor's Subcontractors and Suppliers and to otherwise discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments is set forth in Paragraph 6.02.B of the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, indicate in writing a recommendation of payment or nonpayment and present the Application to Owner. If Contractor's Application for Payment is deficient, Owner shall reject the payment request and return it to Contractor within 20 business days after the date on which the payment request is stamped as received indicating in writing the reasons for refusing to recommend payment; Contractor shall make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Neither Engineer's review of Contractor's Work for purposes of recommending payments nor Engineer's recommendation of any payment shall relieve Contractor for any responsibility or liability with defects in the Work.
6. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Subject to the provisions of Paragraph 14.02.D and Florida Statute §218.735, Owner shall pay Contractor 25 business days after the date on which the payment request is stamped as received by Engineer.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any undisputed amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any

adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion; provided, however, that Substantial Completion shall not occur until the governing building department issues a Certificate of Occupancy (or Certificate of Completion, if applicable) that allows Owner to utilize the entire Project for the purposes for which it is intended.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion subject to the Certificate of Occupancy (or Completion).
- D. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the Punchlist.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Completion- Punchlist*

- A. Within 30 days from Contractor achieving Substantial Completion the following must occur: Contractor shall notify Engineer and Owner in writing that the Project is complete in which case Engineer and Owner will promptly make a final inspection (or inspections, if necessary) with Contractor for the purpose of reviewing and developing a detailed Punchlist of items that are incomplete, unsatisfactory or unacceptable, or defective that Contractor is required to complete. However, if the Contract Price is \$10 million or more, the foregoing must occur within 60 days from Contractor achieving Substantial Completion.
- B. The Punchlist shall be provided to Contractor by Engineer and/or Owner no later than 5 days after the punchlist of items has been reviewed and developed in accordance with paragraph 14.06.A above. Contractor shall then have 30 days from its receipt of the Punchlist to perform and complete the corrective work identified therein.
- C. Final Completion shall be the date that Engineer or Owner determines that Contractor satisfactorily performed and completed the corrective work identified in the Punchlist in addition to any other work required of Contractor under the Contract Documents.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor achieves Final Completion and furnishes all required maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up or as-built record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment inclusive of retainage following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including, but not limited to, the evidence that Contractor maintains completed operations coverage for its required commercial general liability (CGL) insurance;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective final releases or waivers (satisfactory to Owner) of all Lien rights or Liens filed in connection with the Work.
3. In lieu of the final releases or waivers of Liens specified in Paragraph 14.07.A.2.d and as approved by Owner, Contractor may furnish an affidavit of Contractor whereby Contractor swears that: (i) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner has paid Contractor through the date of Contractor's final Application for Payment have been paid by Contractor and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner will pay Contractor in the final Application for Payment will represent Contractor's receipt of all payments for the Work except for the specifically enumerated Claims (and Claims not specifically enumerated are deemed released and waived) and that Contractor will promptly pay its Subcontractors and Suppliers upon its receipt of the final payment.
 4. The documents and materials that Contractor is required to submit to accompany its Final Application for Payment (as set forth in this Paragraph 14.07) are conditions precedent to final payment.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09 below. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Twenty-five (25) business days after the date on which the Application for Payment is stamped as received by Engineer, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer;
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents;
 5. Contractor's failure to timely pay Subcontractors and Suppliers after it receives payment from Owner; or
 6. Contractor's failure to obtain or maintain the insurance required of it in the Contract.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) 5 days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within 5 days of the notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon 5 days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. *N/A*; and
 4. reasonable expenses directly attributable to termination such as demobilization expenses. Attorneys' fees, accountant fees, and home office overhead expenses shall not be deemed reasonable expenses.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority or (ii) Contractor complies with all conditions precedent to payment and Owner fails for 60 days to pay Contractor the sum Owner undisputedly determined to be due to Contractor, then Contractor may, upon 7 days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03. Contractor, however, cannot terminate the Contract due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Contractor complies with all conditions precedent to payment and Owner has failed for 60 days to pay Contractor any sum Owner undisputedly determined to be due to Contractor, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph. Contractor, however, cannot stop the Work due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Mediation shall be a condition precedent to any dispute between Owner and Contractor relating to the Contract; provided, however, that Owner, in its sole discretion, can waive mediation as a condition precedent to pursue a claim / litigation against Contractor or defend a claim / litigation from Contractor. The party initiating mediation must submit written request to the other party of its desire to mediate and provide the names of suggested mediators. The parties shall work together to mutually agree on a mediator within 30 days from the written request. The parties shall mediate the dispute within 60 days from the written request unless a different date is agreed upon due to the availability of the mediator, the availability of the parties and their counsel, or upon the mutual agreement of the parties. If the parties are unable to agree on a mediator (and the Owner has not elected to waive mediation), the parties, subject to Paragraph 16.01.C below, agree to allow the court to unilaterally select the mediator and any litigation will be stayed pending the outcome of such mediation.
- B. *N/A.*
 - 1. *N/A.*
- C. Any litigation arising out of or relating to the Contract shall be brought in the exclusive venue of Volusia County, Florida. The prevailing party shall be entitled to all attorneys' fees and court costs at the trial and appellate level. **CONTRACTOR VOLUNTARILY AND KNOWINGLY WAIVES IT RIGHT TO A TRIAL BY JURY.**

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, or an overnight carrier (such as UPS or FedEx) to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state of Florida.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SC-4.02	Subsurface and Physical Conditions
SC-4.06	Hazardous Environmental Conditions
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SC-13.03	Tests and Inspections
SC-17-07	Public Records Compliance

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 **Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:**

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 **Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:**

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.04 *Contractor's Liability Insurance*

SC-5.04 **Add the following new paragraph immediately after Paragraph 5.04.B:**

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- | | |
|--|-----------------------|
| a. State: | Statutory |
| b. Applicable Federal (e.g., Longshoreman's): | Statutory |
| c. Employer's Liability: | \$1,000,000.00 |

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate \$1,000,000.00
- b. Products - Completed Operations Aggregate N/A
- c. Personal and Advertising Injury \$1,000,000.00
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability

☒ General Aggregate	\$1,000,000.00
☒ Each Occurrence	\$500,000.00

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

SC-5.06 *Property Insurance*

SC-5.06.A. Delete Paragraph 5.06.A in its entirety and insert the following in its place:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

- 1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

SC-6.06 *Concerning Subcontractors, Suppliers, and Others*

SC-6.06 Delete Paragraph 6.06A in its entirety and insert the following in its place:

- A. Subject to Paragraph 6.06.B below, Contractor shall provide to Owner within 10 days from the Effective Date of this Agreement a written list of all Subcontractors (or other individuals or entities it plans on engaging to perform a scope of the Work), together with their Certificates of Insurance that must identify Owner as an additional insured. Subcontractors must identify Owner as an additional insured for purposes of ongoing and completed operations.

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.F:

- G. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.**

SC-7.01 *Related work at Site*

SC-7.01 Delete Paragraph 7.01.A in its entirety and add the following in its place:

- A. Any work done by the City and/or outside of this contract shall not be eligible for reimbursement by Florida Department of Transportation. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:**

SC-11.01 *Cost of the Work*

SC-11.01.A.5.c Delete Paragraph 11.01.A.5.c in its entirety and insert the following in its place:

- c. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor shall receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.**

Allowable Equipment Rates will be established as set out below:

- i. Allowable Hourly Equipment Rate = Monthly Rate / 176 x Adjustment Factors x 100%.**

- ii. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- iii. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- iv. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment shall be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment shall not be made on days that are not normally considered days on the project.

The Department shall allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

SC-12.01. *Change of Contract Price*

SC-12.01.C *Contractor's Fee.* Delete Paragraph 12.01.C.2.c in its entirety and add the following in its place:

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, shall be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor shall each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

SC-13.03 *Tests and Inspections*

SC-13.03.B Delete Paragraph 13.03.B in its entirety.

SC-17-07 *Public Records Compliance*

SC-17-07 Add the following new paragraph immediately after Paragraph 17.06:

A. *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**

Exhibit “1”

Contractor’s Bid and Schedule of Unit Prices

Consisting of _ Pages

(Place Holder)

Exhibit “2”

Contractor’s Proposal

Consisting of _ Pages

(Place Holder)

Composite Exhibit “3”

City’s Bid Request No. ____

Consisting of _ Pages

(not attached, on file with City Clerk’s Office)

Exhibit “4”

Ardaman Geotechnical Report

Consisting of 17 Pages

(place holder)

**Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Gravity Wall
McDonald Road Sidewalk
Port Orange, Volusia County, Florida**



Ardaman & Associates, Inc.

OFFICES

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West Palm Beach – 2200 North Florida Mango Road, Suite 101, West Palm Beach, Florida 33409 – Phone (561) 687-8200

MEMBERS:
A.S.F.E.
American Concrete Institute
ASTM International
Florida Institute of Consulting Engineers



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

March 15, 2017
File No. 17-6324

Traffic Engineering Data Solutions
80 Spring Vista Drive
Debary, Florida 32713

Attention: Mr. Mikal Hale, P.E.

Subject: Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Gravity Wall
McDonald Road Sidewalk
Port Orange, Volusia County, Florida

Dear Mr. Hale:

As requested and authorized, we have completed a shallow subsurface soil exploration for the subject project. The purposes of performing this exploration were to evaluate the general subsurface conditions within the sidewalk and gravity retaining wall alignment, determine the stability of the proposed gravity retaining wall and to provide recommendations for site preparation and foundation support. This report documents our findings and presents our engineering recommendations.

SITE LOCATION AND SITE DESCRIPTION

The site for the proposed gravity wall is located on the south east corner of the intersection of McDonald Road and Sugar House Drive in Port Orange, Volusia County, Florida (Section 37, Township 16 South, Range 33 East). The general site location is shown superimposed on the Daytona Beach, Florida U.S.G.S. quadrangle map presented on Figure 1.

The site is currently developed with an existing sidewalk and drainage ditch.

PROPOSED CONSTRUCTION AND GRADING

It is our understanding that the proposed development includes approximately 54 feet of gravity wall for a new sidewalk.

REVIEW OF SOIL SURVEY MAPS

Based on the 1980 Soil Survey for Volusia County, Florida, as prepared by the U.S. Department of Agriculture Soil Conservation Service, the site is located in an area mapped as the “Tusawilla fine sand” soil series. The “Tusawilla fine sand” soil series consists of nearly level sandy soil in broad hammocks near the coast that formed in sandy and loamy marine sediments containing shells and shell fragments. The internal drainage of the “Tusawilla fine sand” is poor and the soil permeability is rapid in the sandy layers and moderately slow in the loamy layers. According to the Soil Survey, the seasonal high water table for the “Tusawilla fine sand” soil series is typically within 10 inches of the natural ground surface for 2 to 6 months in most years.

FIELD EXPLORATION PROGRAM

SPT Borings

The field exploration program included performing three Standard Penetration Test (SPT) borings. The SPT borings were advanced to a depth of 20 feet below the ground surface using the methodology outlined in ASTM D-1586. A summary of this field procedure is included in Appendix I. Split-spoon soil samples recovered during performance of the borings were visually classified in the field and representative portions of the samples were transported to our laboratory in sealed sample jars.

The groundwater level at each of the boring locations was measured upon completion of drilling. The borings were then backfilled with soil cuttings.

Test Locations

The approximate locations of the borings are schematically illustrated on a site plan shown on Figure 2. These locations were determined in the field by tape measuring distances from existing site features and should be considered accurate only to the degree implied by the method of measurement used.

LABORATORY PROGRAM

Representative soil samples obtained during our field sampling operation were packaged and transferred to our laboratory for further visual examination and classification. The soil samples were visually classified in general accordance with the Unified Soil Classification System (ASTM D-2488). The resulting soil descriptions are shown on the soil boring profiles presented on Figure 2.

In addition, we conducted one organic content test (ASTM D2974-87), one natural moisture content test (ASTM D2216) and two percent fines analyses (ASTM D1140) on selected soil samples obtained from the borings. The results of these tests are presented adjacent to the sample depth on the boring profiles on Figure 2.

GENERAL SUBSURFACE CONDITIONS

General Soil Profile

The results of the field exploration and laboratory programs are graphically summarized on the soil boring profiles presented on Figure 2. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

The results of the borings indicate the following general soil profile:

Depth Below Ground Surface (feet)	Description
0 - 5	Fine sand with silt (SP-SM), fine sand with clay (SP-SC) and clayey fine sand (SC). Boring TH-2 encountered gravel from depths between 1½ to 3 feet.
5 - 17½	Medium dense to dense fine sand (SP)
17½ - 20	Loose silty clayey fine sand (SM/SC)

The above soil profile is outlined in general terms only. Please refer to Figure 2 for soil profile details.

Groundwater Level

The groundwater level was measured in the boreholes upon completion of drilling. As shown on Figure 2, groundwater was encountered at depths that ranged from 4.1 to 4.3 feet below the existing ground surface on the date indicated. Fluctuation in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted.

ENGINEERING EVALUATION AND RECOMMENDATIONS

General

The results of our exploration indicate that, with proper site preparation as recommended in this report, the existing soils are suitable for supporting the proposed sidewalk and gravity retaining wall.

We note that the near surface silty fine sand with organics and clayey fine sand with trace organics as encountered in Borings TH-1 and TH-3, while not considered deleterious, may be difficult to moisture condition and compact. The contractor may find it more feasible to remove these soils and replace them with clean sand beneath the proposed sidewalk and gravity wall areas, rather than try to moisture condition and compact the silty fine sand with organics and clayey fine sand

with trace organics. The excavated silty/clayey fine sand containing organics can either be disposed of or reused on the site in "greenspace" type areas.

The following are our recommendations for overall site preparation and gravity retaining wall support which we feel are best suited for the proposed improvements and existing soil conditions. The recommendations are made as a guide for the design engineer, parts of which should be incorporated into the project's specifications.

We note that the engineering analyses provided herein concentrates solely on the external stability of the proposed gravity wall. The analysis of the internal stability of the wall should be conducted by the structural engineer and is beyond our scope of work for this project.

Excavation

Based on the conditions encountered during the field exploration, we anticipate that the majority of the sandy soils as encountered in the borings can be excavated with standard earth moving equipment (i.e., front-end loaders and backhoes).

The soils below the bottom of the excavations should not be disturbed by the excavation process. If soils become disturbed and difficult to compact, they should be overexcavated to a depth necessary to remove all disturbed soils. Overexcavated areas should be replaced with compacted backfill meeting the "Suitable Fill Material and Compaction of Fill Soils" presented in a following report section.

Excavation should be safely braced to prevent injury to personnel or damage to equipment. Temporary safe slopes should be cut at a minimum 1.5 Horizontal (H) to 1 Vertical (V) in accordance with OSHA, 29 CFR Part 1926 Final Rule, Excavation Requirements or successor regulations. Flatter slopes should be used if deemed necessary. Surcharge loads should be kept at least 5 feet from excavations. Spoil banks adjacent to excavations should be sloped no steeper than 2.0H to 1.0V. Provisions for maintaining workers' safety within excavations is the sole responsibility of the Contractor.

Stripping and Grubbing

The "footprints" of the proposed sidewalk and gravity wall areas, plus a minimum margin of five feet, should be stripped of all surface vegetation, stumps, debris, organic topsoil or other deleterious materials, as encountered. Specifically, the organic topsoil as encountered in the borings to a depth of 1½ inches should be stripped. Buried utilities should be removed or plugged to eliminate conduits into which surrounding soils could erode.

After stripping, the site should be grubbed or root-raked such that roots with a diameter greater than ½ inch, stumps, or small roots in a dense state, are completely removed. The actual depth(s) of stripping and grubbing must be determined by visual observation and judgment during the earthwork operation.

All existing foundations, slabs, asphalt, and any other underground structures should be removed from the proposed construction area. If pipes or any collapsible or leak prone utilities are not removed or completely filled (with grout or concrete), they might serve as conduits for subsurface erosion resulting in excessive settlements. Over-excavated areas resulting from the removal of underground structures and unsuitable materials should be backfilled in accordance with the fill soils section of this report.

Proof-rolling

We recommend proof-rolling the cleared surface to locate any unforeseen soft areas or unsuitable surface or near-surface soils, to increase the density of the upper soils, and to prepare the existing surface for the addition of the fill soils (as required). Proof-rolling should consist of at least 3 passes of a compactor capable of achieving the density requirements described in the next paragraph. Each pass should overlap the preceding pass by 30 percent to achieve complete coverage. If deemed necessary, in areas that continue to "yield", remove all deleterious material and replace with clean, compacted sand backfill. The proof-rolling should occur after cutting and before filling.

A density equivalent to or greater than 95 percent of the modified Proctor (ASTM D-1557) maximum dry density value for a depth of 1 foot in the sidewalk and gravity wall areas must be achieved beneath the stripped and grubbed ground surface. Additional passes and/or overexcavation and recompaction may be required if these minimum density requirements are not achieved. The soil moisture should be adjusted as necessary during compaction.

Proof-rolling may cause upward movement or "pumping" of the groundwater. However, we recommend that the existing surface be level and firm prior to the addition of fill soils. Proof-rolling with a front-end loader may help achieve the desired surface and compaction condition before adding the fill soils. The site should be dewatered as necessary. Depending on the time of year, a 12- to 18-inch layer of clean fine sand (SP) fill may be required prior to proof-rolling.

Care should be exercised to avoid damaging any neighboring structures while the compaction operation is underway. Prior to commencing compaction, occupants of adjacent structures should be notified and the existing condition (i.e. cracks) of the structures documented with photographs and survey (if deemed necessary). Compaction should cease if deemed detrimental to adjacent structures, and Ardaman & Associates should be notified immediately. Due to the close proximity of existing structures, heavy vibratory compaction should not be used.

Suitable Fill Material and Compaction of Fill Soils

All fill materials should be free of organic materials, such as roots and vegetation. We recommend using fill with less than 12 percent by dry weight of material passing the U.S. Standard No. 200 sieve size. The fine sand and fine sand with silt (Strata No. 1 and 2 without roots and/or organics, as shown on Figure 2) are suitable for use as fill materials and, with proper moisture control, should densify using conventional compaction methods. Soils with more than 12 percent passing

the No. 200 sieve can be used in some applications, but will be more difficult to compact due to their inherent nature to retain soil moisture.

All structural fill should be placed in level lifts not to exceed 12 inches in uncompacted thickness. Each lift should be compacted to at least 95 percent of the modified Proctor (ASTM D-1557) maximum dry density value. The filling and compaction operations should continue in lifts until the desired elevation(s) is achieved. If hand-held compaction equipment is used, the lift thickness should be reduced to no more than 6 inches.

Gravity Wall

The results of our exploration indicate that, with proper site preparation as recommended in this report, the existing soils are suitable for supporting the proposed gravity wall located between approximate Stations 98+50 and 99+00. The wall should be constructed in accordance with FDOT Standard Index Number 6011.

The following stability analyses were conducted for the subject gravity walls using soil conditions as encountered in our borings presented on Figure 2 and assuming foundation soils are compacted as required in this report.

External stability analyses, including overturning, sliding, eccentricity and bearing capacity, were performed using a spreadsheet which utilizes the Coulomb Method to determine both the active and passive earth pressures acting against a gravity wall. The results of these calculations, as well as the proposed geometry of the wall and soil parameters utilized, are included in Appendix II.

In addition to analyzing the wall design for overturning, sliding, and bearing capacity, a slope stability analysis was performed to check the possibility of bottom heave or toe failure. The slope stability analyses was performed using a computer program entitled "WinStabl". The program utilizes the modified Bishop Method to analyze the stability of circular-shaped failure surfaces. The analysis was performed utilizing the soil conditions discussed above and a phreatic surface which was well below the base of the gravity wall assuming long term steady state conditions in which the soils above the phreatic surface were in a moist state, while the soils below the phreatic surface were in a buoyant state. A search feature of the program was utilized to locate the surface that represented the minimum factor of safety. To test the external stability of the retaining wall, potential failure surfaces were excluded from entering the gravity wall itself. The results of the calculations are also included in Appendix II.

It is noted that we have assumed that soil fill behind the wall will be of the type and density necessary to achieve an angle of internal friction of 32 degrees, or greater.

According to Index 6011 of the Roadway and Traffic Design Standards, for a gravity wall with a maximum exposed height of 3½ feet, (total wall height of 6 feet), the recommended batter is 5H:12V. Provided the soil parameters are utilized as outlined in Appendix II, our analysis

indicated a 5H:12V batter is required to provide acceptable factor of safety for sliding. The following table summarizes our results.

Factor of Safety	Sliding	Overturning	Eccentricity	Bearing Capacity	Slope Stability
Recommended	1.5	2.0	0.5	2.5	1.5
Calculated	2.0	2.0	0.5	2.9	2.8

The temporary slope created during construction of the wall was also checked for stability. For our analysis, it was assumed that 2 feet of soil would be excavated from beneath the proposed bottom-of-wall for compaction purposes. Our analysis indicated a factor of safety of 1.4 for the temporary slope. A factor of safety of approximately 1.2 is typically required for a temporary slope.

For the gravity walls, a density equivalent to not less than 95 percent of the Modified Proctor (AASHTO T-180) maximum dry density value should be achieved for a minimum depth of 2 feet beneath the wall foundation footprint". It is noted that this minimum depth is not included in the "FDOT Standard Specifications for Road and Bridge Construction" manual. The Civil Engineer should include a note relative to compaction on the plans.

QUALITY ASSURANCE

We recommend establishing a comprehensive quality assurance program to verify that all site preparation and foundation construction is conducted in accordance with the appropriate plans and specifications. Materials testing and inspection services should be provided by Ardaman & Associates.

As a minimum, an on-site engineering technician should monitor all stripping and grubbing to verify that all deleterious materials have been removed and should observe the proof-rolling operation to verify that the appropriate number of passes are applied to the subgrade. In-situ density tests should be conducted during filling activities and below all sidewalk and gravity wall areas to verify that the required densities have been achieved. In-situ density values should be compared to laboratory Proctor moisture-density results for each of the different natural and fill soils encountered.

Finally, we recommend inspecting and testing the construction materials for the foundations and other structural components.

IN-PLACE DENSITY TESTING FREQUENCY

In Central Florida, earthwork testing is typically performed on an on-call basis when the contractor has completed a portion of the work. The test result from a specific location is only representative of a larger area if the contractor has used consistent means and methods and the soils are practically uniform throughout. The frequency of testing can be increased and full-time

construction inspection can be provided to account for variations. We recommend that the following minimum testing frequencies be utilized.

A minimum frequency of one in-place density test for each 200 linear feet of sidewalk (100 linear feet of gravity wall) should be used. The existing, natural ground should be tested to a depth of 12 inches at the prescribed frequency. Each 12-inch lift of fill, as well as the stabilized subgrade (where applicable) and base should be tested at this frequency.

Representative samples of the various natural ground and fill soils should be obtained and transported to our laboratory for Proctor compaction tests. These tests will determine the maximum dry density and optimum moisture content for the materials tested and will be used in conjunction with the results of the in-place density tests to determine the degree of compaction achieved.

CLOSURE

The analyses and recommendations submitted herein are based on the data obtained from the soil borings presented on Figure 2 and the provided wall geometry. This report does not reflect any variations which may occur adjacent to or between the borings. The nature and extent of the variations between the borings may not become evident until during construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations presented in this report after performing on-site observations during the construction period and noting the characteristics of the variations.

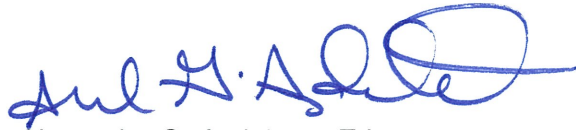
In the event any changes occur in the design, nature, or location of the proposed sidewalk and gravity wall, we should review the applicability of conclusions and recommendations in this report. We recommend a general review of final design and specifications by our office to verify that earthwork and foundation recommendations are properly interpreted and implemented in the design specifications. Ardaman and Associates should attend the pre-bid and preconstruction meetings to verify that the bidders/contractor understand the recommendations contained in this report.

This study is based on a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential. This study does not include an evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface.

This report has been prepared for the exclusive use of Traffic Engineering Data Solutions in accordance with generally accepted geotechnical engineering practices for the purpose of conducting a subsurface soil exploration and geotechnical engineering evaluation for the proposed sidewalk and gravity wall improvements. No other warranty, expressed or implied, is made.

We are pleased to be of assistance to you on this phase of the project. When we may be of further service to you or should you have any questions, please contact us.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950

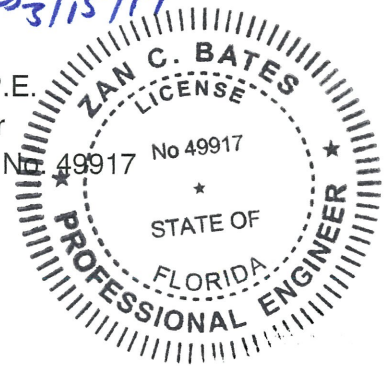


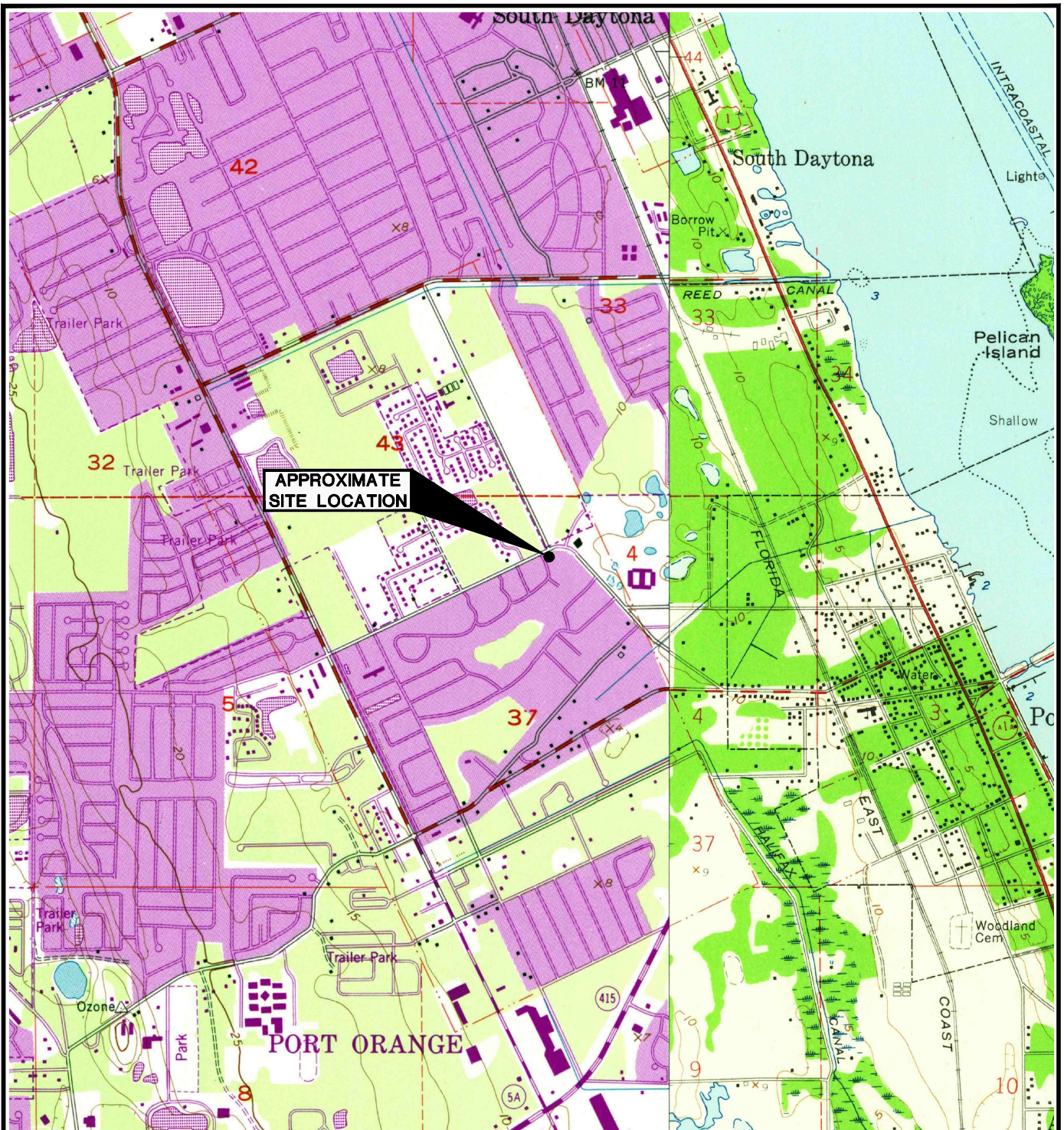
Alexandra G. Aydelotte, E.I.
Assistant Project Engineer

AGA/ZCB/jj/nfm
17-6324 TEDS Gravity Wall Port Orange(Geo 2017)



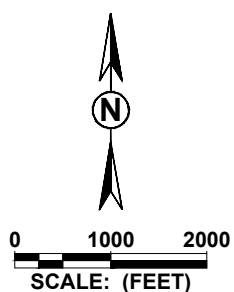
Zan C. Bates, P.E.
Senior Engineer
Florida License No. 49917





SECTION 37
TOWNSHIP 16 SOUTH
RANGE 33 EAST

OBTAINED FROM U.S.G.S. QUAD MAP: DAYTONA BEACH, FLORIDA 1952
(PHOTOREVISED 1993)



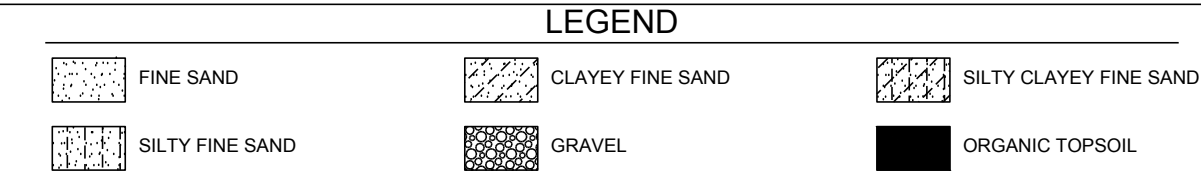
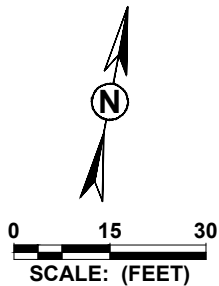
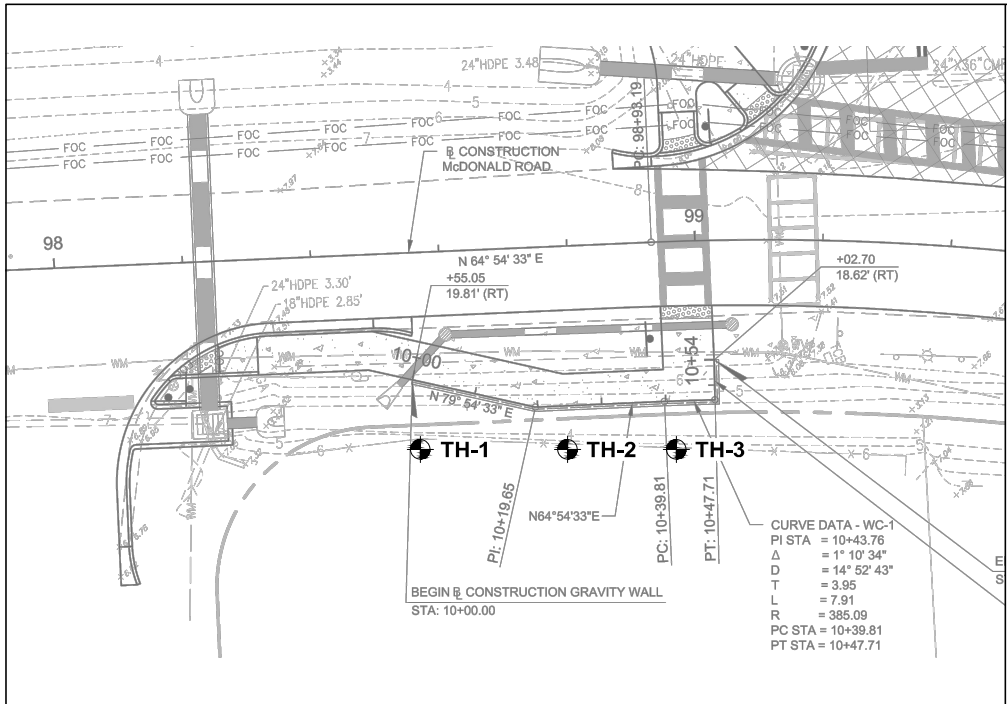
SITE LOCATION MAP



Ardaman & Associates, Inc.
Geotechnical, Environmental and
Materials Consultants

**SUBSURFACE SOIL EXPLORATION
PROPOSED GRAVITY WALL
MCDONALD ROAD SIDEWALK
PORT ORANGE, VOLUSIA COUNTY, FLORIDA**

DRAWN BY: CD	CHECKED BY:	DATE: 03/09/17
FILE NO. 17-6324	APPROVED BY:	FIGURE: 1



- TH STANDARD PENETRATION TEST (SPT) BORING
N STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT
▽ GROUNDWATER LEVEL MEASURED ON DATE DRILLED
NM NATURAL MOISTURE CONTENT IN PERCENT (FM 1-T 265)
-200 PERCENT PASSING NO. 200 SIEVE SIZE (PERCENT FINES)(FM I-T 88)
OC ORGANIC CONTENT IN PERCENT (ASTM D-2974)
SP,SP-SM UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D-2487)
SM,SC,CH

STANDARD PENETRATION TEST DATA:
SPOON I.D.= 1.375"
SPOON O.D.= 2.0"
HAMMER DROP= 30"
HAMMER WEIGHT= 140 lbs.
HAMMER TYPE= AUTOMATIC

ENGINEERING CLASSIFICATION

COHESIONLESS SOILS	
DESCRIPTION	BLOW COUNT "N"
VERY LOOSE	0 TO 4
LOOSE	4 TO 10
MEDIUM DENSE	10 TO 30
DENSE	30 TO 50
VERY DENSE	>50

- NOTES:
- THE BORING LOCATION PLAN WAS OBTAINED FROM TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
 - UPON COMPLETION OF EACH BORING, THE BOREHOLE WAS GROUTED WITH PORTLAND CEMENT GROUT.
 - ALL SPT BORINGS WERE PERFORMED USING A SAFETY HAMMER IN THE UPPER 10 FEET AND AN AUTOMATIC HAMMER BELOW 10 FEET TO THE BORING TERMINATION DEPTH. AUTOMATIC HAMMER N-VALUES MAY BE CONVERTED TO EQUIVALENT SAFETY HAMMER N-VALUES BY MULTIPLYING BY 1.24.

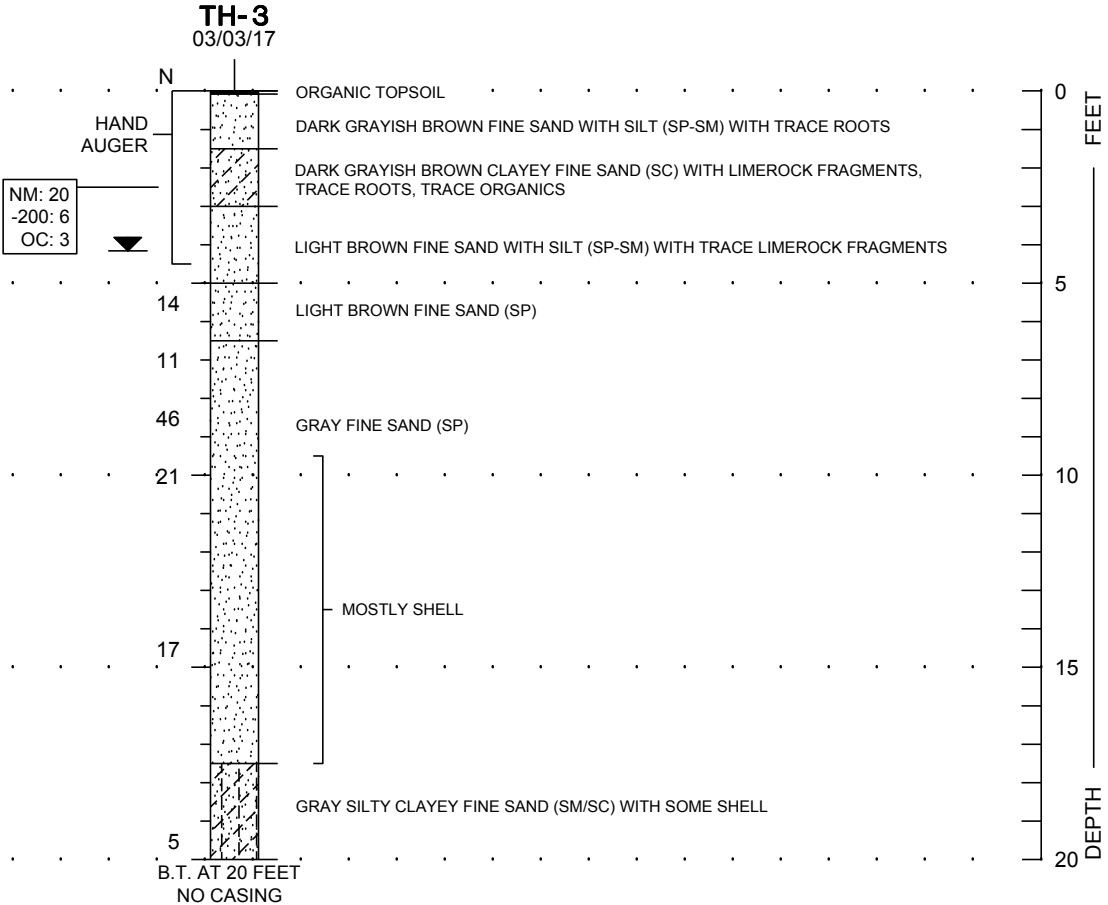
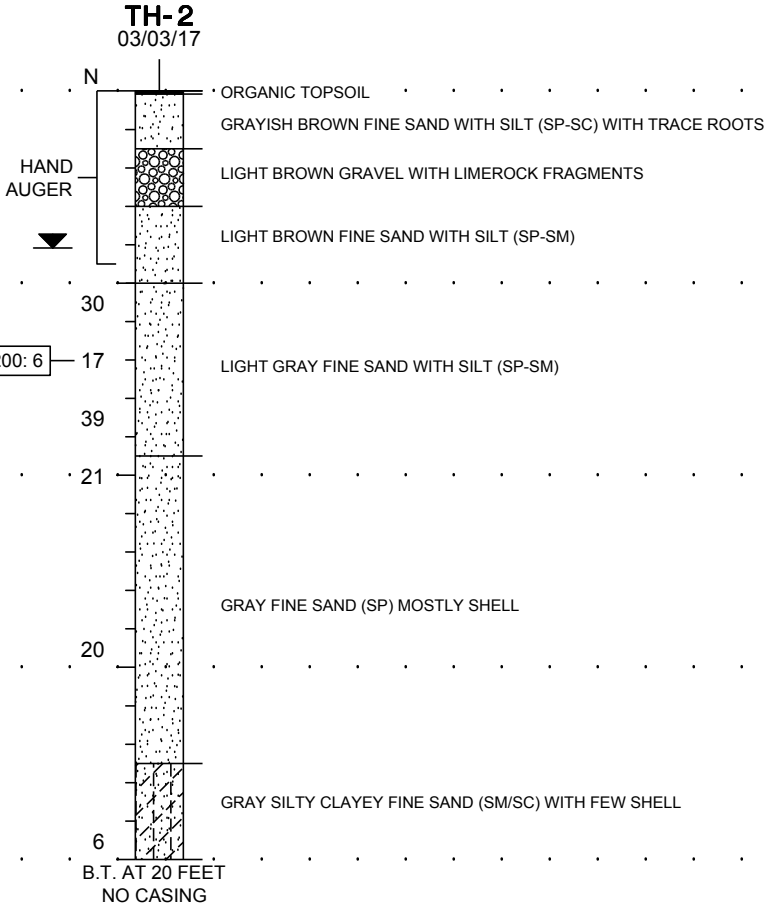
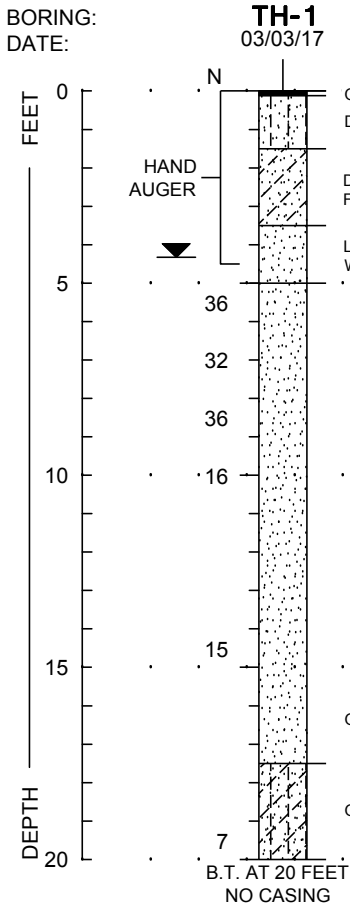
WHILE THE BORINGS ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS CHARACTERISTIC OF THE SUBSURFACE MATERIALS OF THE REGION ARE ANTICIPATED AND MAY BE ENCOUNTERED. THE BORING LOGS AND RELATED INFORMATION ARE BASED ON THE DRILLER'S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE LABORATORY. THE DELINEATION BETWEEN SOIL TYPES SHOWN ON THE LOGS IS APPROXIMATE AND THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED BORING LOCATIONS ON THE PARTICULAR DATE DRILLED.
GROUNDWATER ELEVATIONS SHOWN ON THE BORING LOGS REPRESENT GROUNDWATER SURFACES ENCOUNTERED ON THE DATES SHOWN. FLUCTUATIONS IN WATER TABLE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.

ENVIRONMENTAL CLASSIFICATION

SUBSTRUCTURE:
CONCRETE: MODERATELY AGGRESSIVE (FDOT CORROSION MAPS)
STEEL: MODERATELY AGGRESSIVE (FDOT CORROSION MAPS)

SHELL CONTENT

TRACE: <5%
FEW: 5 TO 10%
LITTLE: 15 TO 25%
SOME: 30 TO 45%
MOSTLY: 50 TO 100%



REVISIONS						DRAWN BY: CD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE: REPORT OF SPT BORINGS FOR GRAVITY WALL	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION						
						CHECKED BY: ZCB	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME: MCDONALD ROAD SIDEWALK PORT ORANGE, VOLUSIA COUNTY, FLORIDA	SHEET NO.
						DESIGNED BY: CD		VOLUSIA			
						CHECKED BY: ZCB					

Ardaman & Associates, Inc.
8008 S. Orange Avenue
Orlando, FL 32809
E.O.R.-Zan C. Bates, P.E. NO. 49917
Certificate of Authorization: 5950178 of 226

APPENDIX I

Standard Penetration Test (SPT) Boring Procedure

STANDARD PENETRATION TEST

The standard penetration test is a widely accepted test method of *in situ* testing of foundation soils (ASTM D 1586). A 2-foot long, 2-inch O.D. split-barrel sampler attached to the end of a string of drilling rods is driven 18 inches into the ground by successive blows of a 140-pound hammer freely dropping 30 inches. The number of blows needed for each 6 inches of penetration is recorded. The sum of the blows required for penetration of the second and third 6-inch increments of penetration constitutes the test result or N-value. After the test, the sampler is extracted from the ground and opened to allow visual examination and classification of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load.

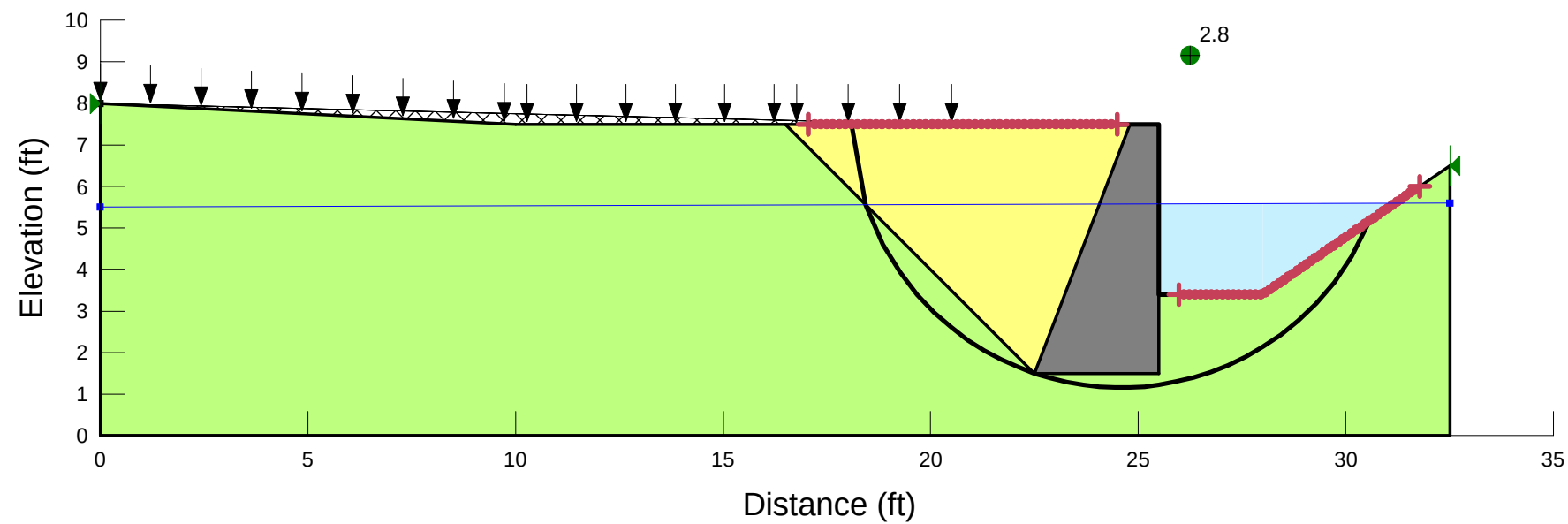
The tests are usually performed at 5-foot intervals. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is a bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, NX-size flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid.

Representative split-spoon samples from the soils are brought to our laboratory in air-tight jars for further evaluation and testing, if necessary. Samples not used in testing are stored for 30 days prior to being discarded.

APPENDIX II

Gravity Wall Calculations

McDonal Rd Sidewalk
Wall Location: 99+00



GRAVITY WALL ANALYSIS

Project Name : McDonald Rd Sidewalk
Wall Location : 99+00

A&A File No. : 17-6324

Input Parameters	
Total Wall Height (feet)	6
Exposed Wall Height (feet)	3.5
Wall Base Width (feet)	3.00
Ground Surface Angle - Back of Wall *	21
Ground Surface Angle - Front of Wall *	0
Wall Slope - Back of Wall (x/12) **	5
Wall Angle - Back of Wall *	67.4
Wall Angle - Front of Wall *	90
Wall/Soil Friction Angle	20
Backfill Soil Friction Angle	30
Backfill Soil Unit Weight (kcf)	0.058
Base Soil Friction Angle	32
Base Soil Unit Weight (kcf)	0.048
Surcharge (ksf)	0.15
* Angles measured from the horizontal	
** 4/12 for walls <= 4'; 5/12 for walls > 4' total	

Active Pressure		
K(a) = 0.80		
	Soil	Surcharge
P(a) (kips)	0.83	0.72
P(ah) (kips)	0.61	0.53
P(av) (kips)	0.56	0.49

Passive Pressure		
K(p) = 6.11		
	Soil	Surcharge
P(p) (kips)	1.11	
P(ph) (kips)	1.04	
P(pv) (kips)	-0.38	

Wall Portion	Weight (kips)	Moment Arm (feet)	Moment (k-ft)
W1	1.05	1.44	1.52
W2	0.60	0.33	0.20
W3	0.41	2.22	0.90
Total	2.06	Total	2.62

Sliding

FS = 1.98

Bearing Capacity

N(q) = 23.18

N(g) = 22.02

d(q) = 1.15

d(g) = 1.15

Overturning

FS = 2.01

q(ult) = 5.02

Eccentricity

x = 1.03

e = 0.47

B/6 = 0.50

B/6 > e

q(heel) = 0.06

q(toe) = 1.75

FS = 2.86

Exhibit “5”

Form FHWA-1273

Revised May 1, 2012

Consisting of 12 Pages

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debayment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debayment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

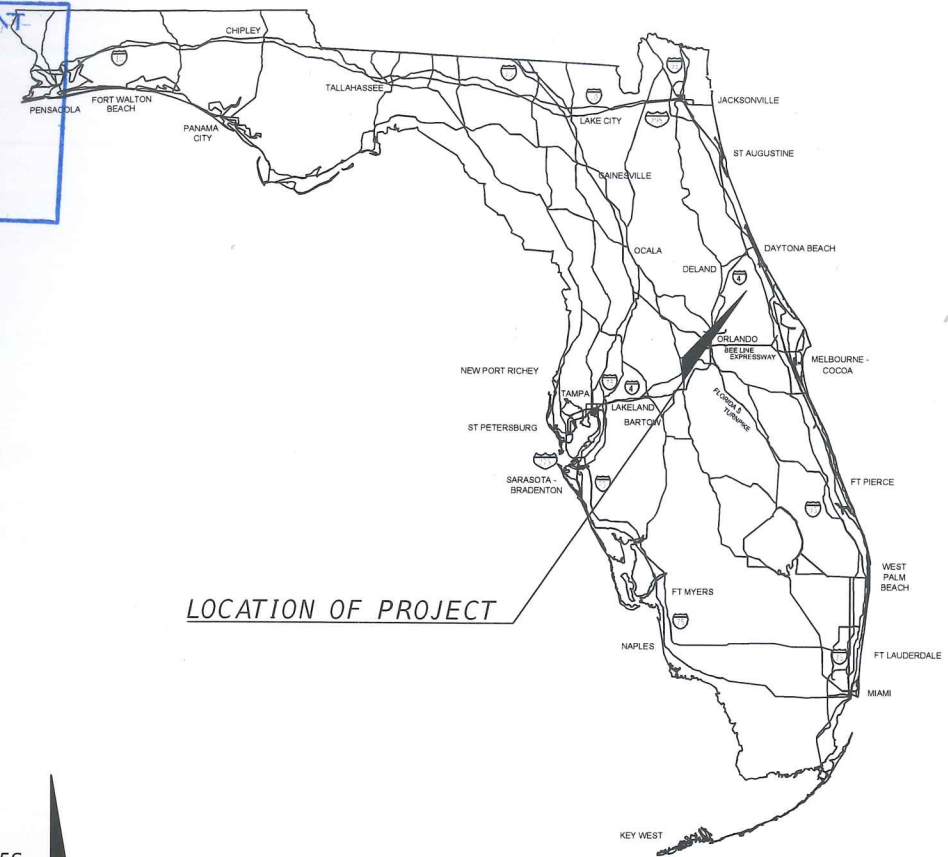
Exhibit “6”

Permits Secured by Local Agency

Consisting of 17 Pages



LAND DEVELOPMENT
ACTIVITY
FEB 10 2017
RECEIVED



CITY OF PORT ORANGE

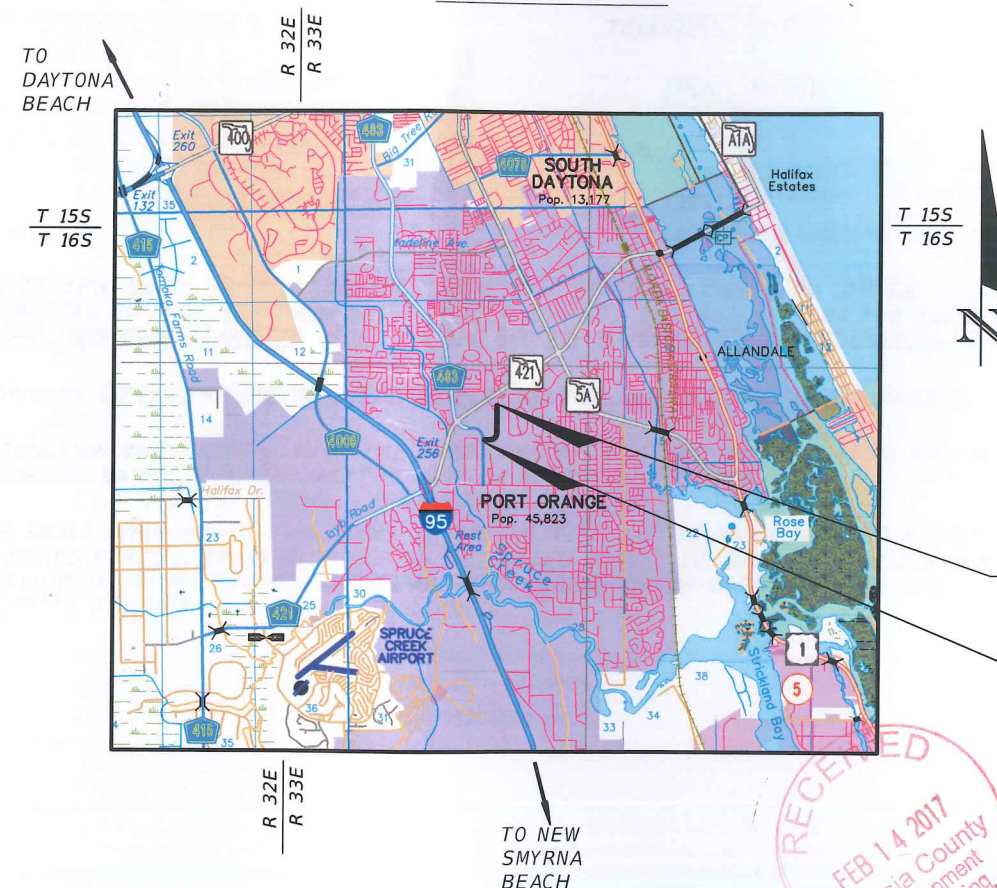
VOLUSIA COUNTY, FLORIDA

BID No. _____
VICTORIA GARDENS BLVD SIDEWALK FROM
CLYDE MORRIS BLVD TO APPELVIEW WY

FPID: 435536-1-58-01
FAN: D517-017-B

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTIONS
5 - 9	ROADWAY PLANS
10 - 17	CROSS SECTIONS
18	CONSTRUCTION DETAILS
19	STORMWATER POLLUTION PREVENTION PLAN NOTES



END PROJECT
STA. 28+76.94

BEGIN PROJECT
STA. 10+21.75



ROADWAY PLANS
ENGINEER OF RECORD:

MIKAL R. HALE, P.E.
P.E. NO.:58048
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713
CERTIFICATE OF AUTHORIZATION NO.: 27392

GOVERNING DESIGN STANDARDS:
Florida Department of Transportation, FY2017 Design Standards eBook (DSeB) and applicable Design Standards Revisions (DSRs) at the following website:
<http://www.fdot.gov/roadway/DS/16/STDs.shtm>

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, JULY, 2017 Standard Specifications for Road and Bridge Construction at the following website:
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

REVISIONS		
DATE	BY	DESCRIPTION
02/10/2017	KAO	REVISED PER VOLUSIA COUNTY COMMENTS



APPROVED
2-17-17
per RL
866690

FISCAL YEAR	SHEET NO.
17	01

2017-P-USE-0157



**Growth and Resource Management Department
Land Development Office**

VOLUSIA COUNTY USE PERMIT

Dear Applicant,

Please find attached the Volusia County Use Permit placard and approved plan required by Division 6 of the Volusia County Code of Ordinances for work being done in the Volusia County right-of-way. According to Section 72-699(b).... "this permit placard must be available at all times at the work site while work is being performed".

You also need to have the contractor's name and contact information posted with the permit package on-site during the time the work is being performed.

Per Section 72-699(e), "The Volusia County Inspector has the right to inspect and approve materials and/or phases of permitted work at any time. Final inspection and approval of the permitted work by the inspector must be obtained prior to completion of the work. Work will be considered incomplete until that portion of the permit indicating final inspection and approval has been signed and dated by the inspector.

Please call County Development Engineering staff at (386)736-5926, a minimum of 24 hours prior to commencement of work, to schedule the inspection using the inspection codes and the permit number found on the face of the placard. *If you are a registered contractor through Connect Live, you may schedule your inspections directly at: www.connectlivepermits.org.*

123 West Indiana Avenue, Room 202 • DeLand, FL 32720-4604
Tel: 386-736-5942 • 386-248-8157 • 386-423-3872
Fax: 386-740-5136
www.volusia.org



USE PERMIT

Permit Number: 2017-P-USE-0157

Issued: February 22, 2017

Expiration: February 22, 2018

Project Name: City of Port Orange - LAP Project - Victoria Gardens from Clyde Morris to Applevue

Applicant

Mr. Larry A. Roberts, P.E.
City Of Port Orange Community Development
1000 City Center Circle
Port Orange, FL 32129

Location: Intersection of Clyde Morris Boulevard and Victoria Gardens Boulevard

Scope of Work

Construction of LAP Project (FPID 435536-1 VICTORIA GARDENS FROM CLYDE MORRIS BLVD TO APPLEVIEW WAY), including reconstruction of sidewalk landings and crosswalks at intersection with Clyde Morris Blvd (CR 483)

Required Inspections

30505 - Traffic Engineering Inspection
30562 - ROW Final
30572 - CERT Inspection

****Specific Conditions and Stipulations****

None

Fees:

Total

****Conditions and Stipulations****

A copy of this permit, approved plans and any attachments, to include the name and contact information for the permit contractor, shall be on the job site at all times.

Call Before You Dig

- Permittee is cautioned that existing utilities may be located within the construction areas.
- Pursuant to Chapter 556, Florida Statutes, as amended, an excavator of the work performed under the scope of this application shall call the "Sunshine State One-Call of Florida, Inc." at 1-800-432-4770, not less than two or more than five business days before beginning excavation.
- Volusia County Traffic Engineering is not a member of Sunshine One-Call. All signal locates will need to be requested from Traffic Engineering at (386) 736-5968, at least **TWO BUSINESS DAYS** prior to beginning work authorized in this permit.

Required Notifications

- Any sidewalk, lane or road closure requires review and approval in advance and a **SEVEN (7) DAY MINIMUM** notice to Traffic Operations at (386) 239-6535. Some lane closure operations may be restricted to 9:00 AM to 3:30 PM based on traffic volume and/or location.
- By accepting this Use Permit, the applicant agrees to notify/contact the Development Engineering office at (386) 736-5926 **ONE BUSINESS DAY** prior to beginning work authorized in this permit. Failure to provide the required notice may result in the issuance of a stop work order and/or the suspension or cancellation of this permit.
- Notify/contact the Development Engineering office at (386) 736-5926 when the work in this permit is complete.

Site Requirements

- All construction signs and barricades in compliance with Florida D.O.T. specifications must be on the job site and in place before work begins (post mounted may be required).

- No open cuts or excavated work areas are allowed to remain open in the clear zone except while work is actively being performed.
- All disturbed areas within the County of Volusia right-of way are required to be restored with sod.

Work Days and Hours

- All work authorized in this permit must be conducted between the hours of 7:00 AM – 3:30 PM Monday-Friday unless other arrangements have been made and agreed upon in advance with the County Development Engineer and/or his staff.
- **No jack and bores, directional drills, or open cuts are permitted on weekends and holidays unless prior approval from the County Development Engineer or designee is obtained.**

Advisory

- During major events in Volusia County that generate heavy traffic volumes, such as but not limited to, Race Week and Bike Week, work may be curtailed as directed by the County of Volusia.
- All construction and/or maintenance on the County of Volusia right-of-way shall conform to:
 - The Federal Manual on Uniform Traffic Control Devices (MUTCD) <http://mutcd.fhwa.dot.gov/>
 - The Department's Roadway and Traffic Design Standards <http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>

The Standard Specifications for Road and Bridge Construction and Qualified Products List <http://www.dot.state.fl.us/programmanagement/default.shtm>



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

April 04, 2017

Saralee L. Morrissey
School Board of Volusia County
3750 Olson Dr
Daytona Beach, FL 32124-2002

SUBJECT: 29686-6
Sweetwater Elementary - Victoria Garden Boulevard Sidewalk Addition

Dear Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on April 04, 2017. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

GOVERNING BOARD

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EAST PALATKA

Douglas Burnett
ST. AUGUSTINE
203 or 226

Maryam H. Ghyabi
ORMOND BEACH

Carla Yetter
FERNANDINA BEACH

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit

cc: District Permit File

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 29686-6

DATE ISSUED: April 04, 2017

PROJECT NAME: Sweetwater Elementary - Victoria Garden Boulevard Sidewalk Addition

A PERMIT AUTHORIZING:

Minor Modification of Permit No.29686-1 for Sweetwater Elementary include the construction and operation of a 0.07-acre sidewalk project along Victoria Garden Boulevard as per plans received by the District on March 29, 2017.

LOCATION:

Section(s): 17

Township(s): 16S

Range(s): 33E

Volusia County

Receiving Water Body:

Name	Class
Halifax River	III Marine

ISSUED TO:

School Board of Volusia County
3750 Olson Dr
Daytona Beach, FL 32124-2002

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated April 04, 2017

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: 

John Julianna
Regulatory Coordinator

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 29686-6
Sweetwater Elementary - Victoria Garden Boulevard Sidewalk Addition
DATED April 04, 2017

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[10-1-13], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. The proposed project must be constructed and operated as per plans and calculations received by the District on March 29, 2017.

Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

Notice of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Saralee L. Morrissy
School Board of Volusia County
3750 Olson Dr
Daytona Beach, FL 32124-2002

This 4th day of April, 2017.



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 29686-6

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) **or** send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager
(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ DOLLARS (\$_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

May 18, 2017
PREPARED BY: Mikal R. Hale, P.E.



SPECIFICATIONS PACKAGE
FINANCIAL PROJECT ID(S) 435500-1-58-01 & 435536-1-58-01
FEDERAL FUNDS
DISTRICT FIVE
VOLUSIA COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the July 2017 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

The official record of this package has been electronically signed and sealed using a Digital Signature as required by 61G15-23.004 F.A.C. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Signature
and Seal:: _____
Date: 05/18/2017
Engineer of Record: Mikal Reed Hale, P.E.
Fla. License No.: 58048
Firm Name: Traffic Engineering Data Solutions, Inc.
Firm Address: 80 Spring Vista Drive
City, State, Zipcode: DeBary, FL 32713
Certificate of Authorization Number: 27392
Page(s): 1-8



This item has been electronically signed and sealed by Mikal R. Hale, PE, on 05/18/2017 using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SUPPLEMENTAL SPECIFICATIONS	3
924 ADMIXTURES FOR CONCRETE.	4
924 ADMIXTURES FOR CONCRETE.	4
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SUPPLEMENTAL SPECIFICATIONS

924 ADMIXTURES FOR CONCRETE.
(REV 3-1-17) (FA 3-3-17) (7-17)

SUBARTICLE 924-2.1 is deleted and the following substituted:

924-2.1 Approved Product List (APL): The Department maintains a list of qualified admixtures for air-entraining, water-reducing (Type A), accelerating (Type C), water-reducing and retarding (Type D), water-reducer and accelerating (Type E), high range water reducing (Type F) and high range water-reducing and retarding (Type G), high range water-reducing (Type I - Plasticizing and Type II - Plasticizing and retarding) in producing flowing concrete, specific performance (Type S), and corrosion inhibitor, which have been determined as meeting requirements for use on Department projects. Admixtures included on this list, will be permitted without further testing.

The inclusion of any specific product on the APL, as specified in 6-1, indicates that the product has been given contingent approval, as evidenced by previous tests and apparent effectiveness under field conditions.

Except as specified in Sections 346 and 347, no further testing will be required for any product on the APL unless there is indication in actual field use of inadequate or unreliable results.

924 ADMIXTURES FOR CONCRETE.
(REV 3-1-17) (FA 3-1-17) (7-17)

SUBARTICLE 924-2.7 is deleted and the following is substituted:

924-2.7 For Corrosion Inhibitors: Corrosion inhibitors shall meet the requirements of ASTM G109 and all requirements in this Section.

Calcium nitrite is a chemically reactive admixture used in concrete to inhibit the corrosion of embedded reinforcing steel and other metallic components. The calcium nitrite supplier shall submit to the Engineer test certificates from an independent laboratory indicating compliance with this Specification. The test certificate shall include corrosion inhibiting properties per ASTM G109 and results of physical tests included in this section. Calcium nitrite shall be supplied by the same manufacturing source throughout the project. If a single primary source of calcium nitrite cannot be maintained throughout the project, new test certificates shall be submitted. The Engineer will determine specification compliance of a new supplier's product, and evaluate the effectiveness of the new calcium nitrite product before approving the source.

The active ingredient shall be calcium nitrite $\text{Ca}(\text{NO}_2)_2$.

The calcium nitrite shall be furnished in solution containing not less than 29% calcium nitrite solids. The concentration of the calcium nitrite solution shall be verified by spectrophotometric analysis or other comparable methods. The nitrite concentration shall be measured in accordance with Standard Methods for the Examination of Water and Waste Water, 18th Edition.

A volume of one gallon of calcium nitrite solution shall weigh within the range of 10.40 to 11.92 lb.

The calcium nitrite solution shall be added to the concrete mixture at a rate of 4.50 to 4.60 gal/yd³ of concrete.

The addition of calcium nitrite to the concrete mix shall not adversely affect the properties of fresh and hardened concrete.

Calcium Nitrite concrete shall meet the following physical requirements when mixed and tested in accordance with AASHTO M194:

Water Content, % of control	95 to 100
Time of setting, allowable deviation from control, h:min:	
Initial: at least not more than	1:00 earlier nor 1:30 later
Final: at least not more than	1:00 earlier nor 1:30 later
Compressive Strength, min. % of control:	shall be 100 for all ages
Flexural strength, min, % of control:	shall be 100 for all ages
Length change, max Shrinkage (alternative Requirements): % of control	135
Increase over control	0.010
Relative durability factor, min	80

The following table lists the corrosion inhibiting test result limits for calcium nitrite concrete tested in accordance with ASTM G109:

Maximum Allowable Test Results of Calcium Nitrite Concrete	
Measured average macrocell current any time during the test	10 μ A
Average macrocell current at test completion	2 μ A
Average visible corrosion measured as percent corroded area of control	85%

SUBARTICLE 924-2.8 is deleted and the following is substituted:

924-2.8 Type S (Specific Performance): Specific performance admixtures shall meet the requirements of ASTM C494 for Type S admixtures except the compressive strength at one year, flexural strength and relative durability factor requirements are waived. The following Type S admixtures may be added to plastic concrete.

924-2.8.1 Workability Retention: Workability retention admixtures are used to extend workability and slump life without retarding the setting time. The dosage rate used shall be based on the manufacturer's recommendation in order to maintain 80% of the initial measured slump after 60 minutes.

924-2.8.2 Shrinkage Reducing: Shrinkage reducing admixtures are used to minimize the shrinkage of plastic and hardened concrete. The dosage rate used shall be based on the manufacturer's recommendation and may vary for a specific application.

924-2.8.3 Rheology Modifying: Rheology modifying admixtures are used to maximize the rheology of plastic concrete. The dosage rate used shall be based on the manufacturer's recommendation and may vary for a specific application.

MODIFIED SPECIAL PROVISIONS

**CONTRACTOR QUALITY CONTROL GENERAL REQUIRMENTS
(REV 5-31-16) (FA 8-16-16) (1-17)**

SUBARTICLE 105-1.1.2 is deleted and the following substituted:

Test data shall not be required to be entered into any FDOT and/or Volusia County databases.

THIS COMPLETES THIS SPECIFICATIONS PACKAGE



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1

August 9, 2017

ITB #17-06 MCDONALD ROAD SIDEWALK FROM SAULS STREET TO 6TH STREET & VICTORIA GARDENS BLVD. SIDEWALK FROM CLYDE MORRIS BLVD. TO APPLEVIEW WAY

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 10, 2017 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

1. **All** prices in the bid form for McDonald Road Sidewalk **Must be submitted**. It is important to note that in determining and evaluating the bids for the lowest, responsive and most responsible bid will be calculated by subtracting 522-1, 522-2 and 522-3 below in white and adding the yellow highlighted portion specifications that we need built in its place.

522-1	CONCRETE SIDEWALK, 4" THICK (2500 PSI)
522-2	CONCRETE DRIVEWAYS, 6" THICK (2500 PSI)
522-3	CONCRETE SIDEWALK, 4" THICK (2500 PSI) (STA 118+14 THRU STA 118+24)

522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)
522-2	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI)
522-3	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI) (STA 118+14 THRU STA 118+24)

All prices in the Victoria Gardens Sidewalk bid form **Must be submitted.** However, it is important to note that in determining and evaluating the bids for the lowest, responsive and most responsible bidder will be calculated by subtracting 522-1 in white and adding the yellow highlighted 522-1 specification that we need built in its place.

522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500 PSI)
-------	--

522-1	CONCRETE SIDEWALK, 4" THICK (WITH THICKENED EDGE) (WITH FIBER) (3000 PSI)
-------	--

- At the Non-mandatory it was stated that FDOT's DBE participation goal is 9.91%, that turned out to be the participation goal for FY 2015 through FY 2017. The FY2018-FY 2020 10.65% goal can be found at the link below:

<http://www.fdot.gov/equalopportunity/DBEProgram/DBE%20Goal%20Methodology%202018-2020%20-%20Draft.pdf>

B. QUESTIONS AND ANSWERS:

- Can you tell us why FHWA is making the City evaluate the bid by taking out items 522-1 522-2 and 522-3 2500 PSI and using the alternates in McDonald Road in evaluating the bid? Also, the same with 522-1 2500 PSI at Victoria Square?

Answer: Because FHWA will only pay us for 522-1, 522-2 and 522-3 in the white specs below.

522-1	CONCRETE SIDEWALK, 4" THICK (2500 PSI)
522-2	CONCRETE DRIVEWAYS, 6" THICK (2500 PSI)
522-3	CONCRETE SIDEWALK, 4" THICK (2500 PSI) (STA 118+14 THRU STA 118+24)

However, we need the specs built that are highlighted in yellow below.

522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)
522-2	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI)
522-3	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI) (STA 118+14 THRU STA 118+24)

The same with Victoria Gardens. FHWA will only pay us for the white specification below.

522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500 PSI)
-------	--

However, we need the specifications built that are highlighted in yellow below.

522-1	CONCRETE SIDEWALK, 4" THICK (WITH THICKENED EDGE) (WITH FIBER) (3000 PSI)
-------	---

2. On your specifications, it says fiber. It should say fiber glass rebar correct?

Answer: Yes.

3. On the bid tabs, items 527-2 on both tabs list the line item as "detectable warnings", what kind of detectable warnings are you needing? Do they need to be thermoplastic?

Answer: Detectable Warnings must be installed in accordance with the July 2017 FDOT Standard Specification Section 527, as well as FDOT Design Standards Index No. 304. As required by Spec Section 527, the detectable warnings shall be one of those listed on the Department's Approved Product List (APL).

Link to FDOT's APL for Detectable Warnings:

<https://fdotwp1.dot.state.fl.us/ApprovedProductList/ProductTypes/Index/117>

4. Also, item 162-1-11 lists the line item as 'prepared soil layer, finish sol layer, 6"', could you please clarify what work needs to be done for that?

Answer: As stated on the Typical Section for Victoria Gardens Blvd Sidewalk, the prepared soil layer shall be provided for all layers to be sodded. Refer July 2017 FDOT Standard Specification Section 162 for Prepared Soil Layer – the work includes mixing of existing soils with imported materials (if necessary) to a depth of 6" in order to achieve the pH and organic levels required by FDOT Spec Section 987, which requires organic material of 2.5%~10%, and pH between 5.5~7.0. The list of acceptable materials which may added to meet this criteria is included in FDOT Spec Section 987.

5. Is there an engineer's estimate or budget on this project?

Answer: \$570,850.00

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. #1

ITB #17-06 Combined Plans for McDonald Road & Victoria Gardens Blvd

[McDonald Rd Sidewalk \(FPID 435500-1-58-01\) - Final Plans.pdf](#)

[Victoria Gardens Blvd Sidewalk \(FPID 435536-1-58-01\) - Plans.pdf](#)

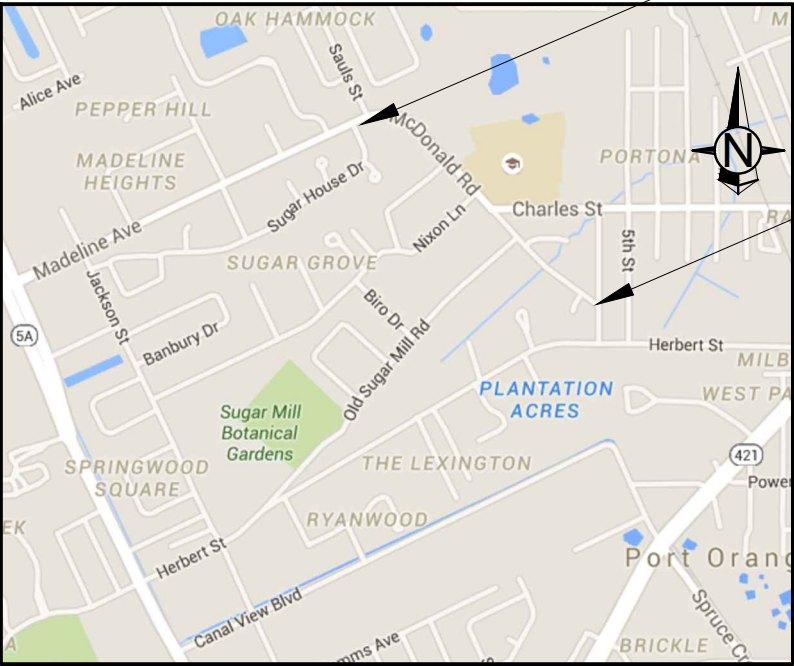
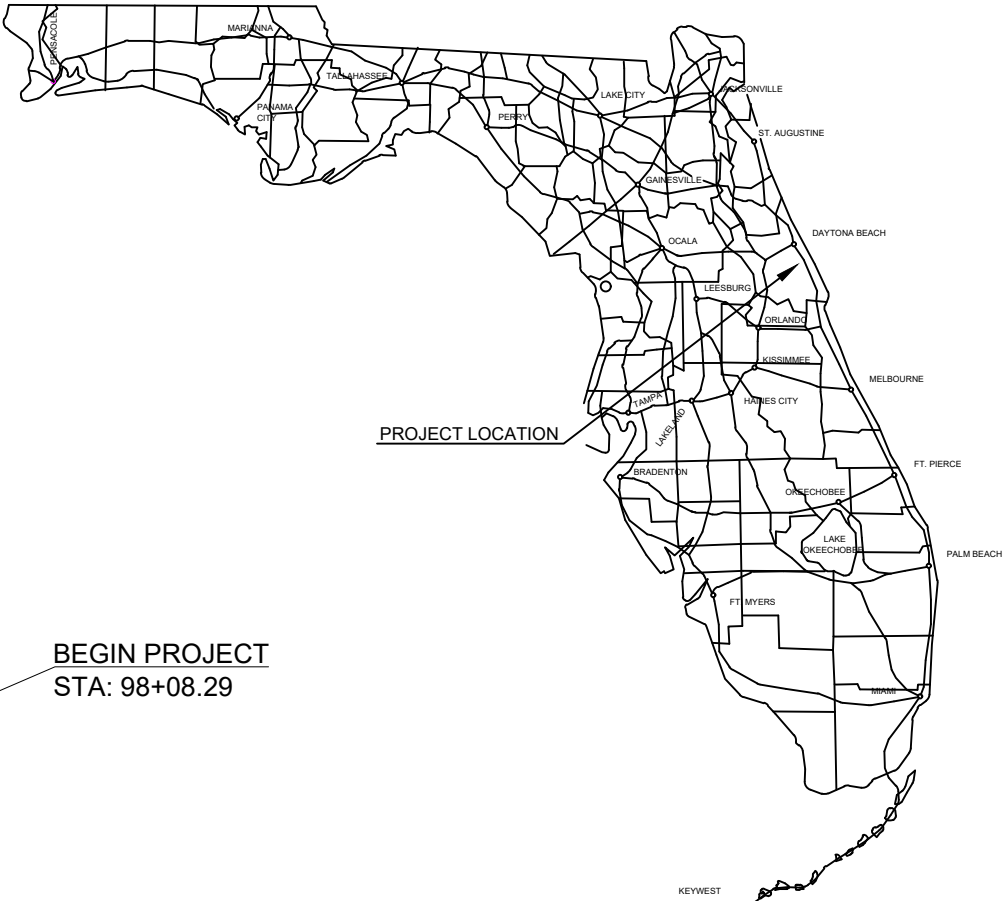
INDEX OF ROADWAY PLANS

SHEET	TITLE
01	KEY SHEET
02	SUMMARY OF PAY ITEMS
03	GENERAL NOTES
04	STANDARD SYMBOLS & ABBREVIATIONS
05 - 06	TYPICAL SECTION
07 - 13	PLAN VIEW
14	SPECIAL GRADING AREAS
15 - 16	ROADWAY PROFILE
17 - 26	CROSS SECTIONS
27	GRAVITY WALL DETAILS
28 - 29	CONSTRUCTION DETAILS
30	SWPPP NOTES
31	REPORT OF SPT BORINGS FOR GRAVITY WALL



CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

BID No.: 17-06
McDONALD ROAD SIDEWALK FROM
SAULS ST. TO 6TH ST.
FPID: 435500-1-58-01
FAN: D517-013-B



VICINITY MAP
N.T.S.

BEGIN PROJECT
STA: 98+08.29

END PROJECT
STA: 125+00.12

ROADWAY PLANS PREPARED BY:



TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

Phone: (386) 753-0558 80 Spring Vista Drive
Fax: (386) 753-0778 DeBary, FL 32713

CERTIFICATE OF AUTHORIZATION NO. 27392

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED BY REPRODUCTION.

GOVERNING DESIGN STANDARDS:
Florida Department of Transportation, FY 2017-2018 Design Standards eBook (DSeB) and
applicable Design Standards Revisions (DSRs) at the following website:
<http://www.fdot.gov/roadway/DesignStandards/Standards.shtm>

Florida Department of Transportation, July 2017 Standard Specifications for Road and Bridge
Construction at the following website:
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

REVISIONS		
DATE	BY	DESCRIPTION
07/08/2016	TAS	REVISED PER FDOT & CITY OF PORT ORANGE COMMENTS
10/19/2016	TAS	REVISED PER 10/11/2016 FDOT ERC COMMENTS
11/18/2016	TAS	REVISED PER 10/24/2016 FDOT ERC COMMENTS
03/06/2017	TAS	UPDATED FOR BIDDING
04/12/2017	TAS	REVISED PER 03/24/2017 FDOT ERC COMMENTS
05/10/2017	TAS	REVISED PER 05/05/2017 FDOT ERC COMMENTS
05/17/2017	TAS	REVISED PER 05/17/2017 FDOT COMMENTS

ROADWAY PLANS
ENGINEER OF RECORD: MIKAL REED HALE, P.E.

DATE: _____
P.E. NO.: 58048

SUMMARY OF PAY ITEMS			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY
I. ROADWAY CONSTRUCTION			
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER	LF	3895
104-18	INLET PROTECTION SYSTEM	EA	29
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	1009
110-1-1	CLEARING AND GRUBBING	AC	1.172
110-7-1	MAILBOX, F&I SINGLE	EA	4
120-1	REGULAR EXCAVATION	CY	88
120-6	EMBANKMENT	CY	98
160-4	TYPE B STABILIZATION	SY	202
285-7-04	OPTIONAL BASE, BASE GROUP 04	SY	195
327-70-16	MILL EXISTING ASPHALT PAVEMENT (1/2" AVG. DEPTH)	SY	1220
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	TN	169
400-0-11	CONC. CLASS NS, GRAVITY WALL	CY	23
415-1-3	REINFORCING STEEL,RETAINING WALLS	LB	319
425-5	MANHOLE, ADJUST, UTILITIES	EA	3
425-6	VALVE BOX, ADJUST	EA	4
425-1211	INLETS, CURB, TYPE 10, <10'	EA	1
425-1541	INLETS, DT BOT, TYPE D, <10'	EA	2
425-2-91	MANHOLES, J-8, <10'	EA	1
425-10	YARD DRAIN	EA	2
430-174-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	LF	74
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	70
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	LF	31
430-174-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	LF	19
430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD	LF	17
430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"SD	LF	73
430-200-21	FLARED END SECTION, CONCRETE, 12"	EA	1
430-982-121	MITERED END SECT, OPTIONAL RD, 12" CD	EA	1
430-982-125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	1
430-982-129	MITERED END SECT, OPTIONAL RD, 24" CD	EA	1
430-982-133	MITERED END SECT, OPTIONAL RD, 30" CD	EA	2
430-982-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	EA	1
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	EA	3
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	174
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	285
520-2-1	CONCRETE CURB, TYPE A	LF	70
522-1	CONCRETE SIDEWALK, 4" THICK (2500 PSI)	SY	1301
522-2	CONCRETE DRIVEWAYS, 6" THICK (2500 PSI)	SY	621
522-3	CONCRETE SIDEWALK, 4" THICK (2500 PSI) (STA 118+14 THRU STA 118+24)	SY	6
527-2	DETECTABLE WARNINGS	SF	448
570-1-2	PERFORMANCE TURF, SOD	SY	3327
654-2-21	RECTANGULAR RAPID FLASH BEACON, F&I, SOL. SINGLE	AS	2
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	AS	29
700-1-60	SINGLE POST SIGN, REMOVE	AS	26
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	EA	11
711-11-123	THERMOPLASTIC,STANDARD,WHITE,SOLID,12"	LF	806
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	337
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	EA	1
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	NM	0.182
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	473

II. ROADWAY CONSTRUCTION (CITY FUNDED)			
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	SY	4

III. ALTERNATE BID ITEMS			
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	SY	1301
522-2	CONCRETE DRIVEWAY, 6" THICK (WITH FIBER) (3000 PSI)	SY	621
522-3	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI) (STA 118+14 THRU STA 118+24)	SY	6

PAY ITEM NOTES (I. ROADWAY CONSTRUCTION):

Pay Item No. 110-1-1 CLEARING & GRUBBING - Includes the cost of removal of existing asphalt pavement. Includes all costs associated with protection and removal of existing trees, as well as any pruning required to provide horizontal and vertical clearances.

Pay Item No. 570-1-2 PERFORMANCE TURF, SOD - Includes all costs for maintaining sod, including watering, mowing, and litter removal if required, until such time it is established and the project has been finally accepted.

PAY ITEM NOTES (II. ROADWAY CONSTRUCTION (CITY FUNDED)):

Pay Item No. 522-1 CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI) - Includes all costs associated with constructing path to connect to existing residential path, including furnishing and installing fiberglass reinforcement and utilizing concrete with a minimum 28-day compressive strength of 3,000 psi as required by the PORT ORANGE SIDEWALK CONSTRUCTION REQUIREMENTS included on Sheet 28.

PAY ITEM NOTES (III. ALTERNATE BID ITEMS):

Pay Item No. 522-1 CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI) - Includes all costs associated with sidewalk construction, including furnishing and installing fiberglass reinforcement and utilizing concrete with a minimum 28-day compressive strength of 3,000 psi as required by the PORT ORANGE SIDEWALK CONSTRUCTION REQUIREMENTS included on Sheet 28.

Pay Item No. 522-2 CONCRETE DRIVEWAY, 6" THICK (WITH FIBER) (3000 PSI) - Includes all costs associated with sidewalk construction, including furnishing and installing fiberglass reinforcement and utilizing concrete with a minimum 28-day compressive strength of 3,000 psi as required by the PORT ORANGE SIDEWALK CONSTRUCTION REQUIREMENTS included on Sheet 28.

Pay Item No. 522-3 CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI) (STA 118+14 THRU 118+24) - Includes all costs associated with sidewalk construction between stations 18+14 thru 18+24, including furnishing and installing fiberglass reinforcement and utilizing concrete with a minimum 28-day compressive strength of 3,000 psi as required by the PORT ORANGE SIDEWALK CONSTRUCTION REQUIREMENTS included on Sheet 28.

REVISIONS		
DATE	BY	DESCRIPTION
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05/10/2017	TAS	REVISED PER 05/05/2017 FDOT ERC COMMENTS
05/17/2017	TAS	REVISED PER 05/17/2017 FDOT COMMENTS



CITY OF
PORT ORANGE



McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

SUMMARY OF PAY ITEMS

SHEET
NO.

02

GENERAL NOTES:

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988), CITY OF SOUTH DAYTONA BENCHMARK BM-19, HAVING A PUBLISHED ELEVATION OF 7.43'.

2. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

3. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

4. UTILITY / AGENCY OWNERS:COMPANIES

TELEPHONE NUMBERS

CITY OF PORT ORANGE

CITY OF SOUTH DAYTONA

AT&T / DISTRIBUTION

SPECTRUM

SUNESYS LLC

TECO PEOPLES GAS

FPL

LEVEL 3

(386) 506-5754

(386) 322-3080

(954) 249-0558

(386) 453-7987

(770) 984-6832

(386) 671-2232

(407) 328-1922

(407) 754-0109

5. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH FDOT STANDARD INDEX 600 SERIES; SPECIFIC ATTENTION IS DIRECTED TO FDOT STANDARD INDEX NUMBER 600, 601, 602, 603, 604 AND 605 FOR MAINTENANCE OF VEHICULAR TRAFFIC, AND FDOT STANDARD INDEX NUMBER 660 FOR MAINTENANCE OF PEDESTRIAN TRAFFIC.

6. ANY ROAD AND/OR LANE CLOSURES REQUIRE SEPARATE PLAN REVIEW AND REQUIRE A 7-DAY ADVANCE NOTICE.

7. PROPOSED CONSTRUCTION SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE ADA COMPLIANCE HANDBOOK, LATEST EDITION, AND THE FLORIDA ACCESSIBILITY CODE.
- | REVISIONS | | |
|------------|-----|---|
| DATE | BY | DESCRIPTION |
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| 10/19/2016 | TAS | REVISED PER 10/11/2016 FDOT ERC COMMENTS |
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| 05/10/2017 | TAS | REVISED PER 05/05/2017 FDOT ERC COMMENTS |
| 05/17/2017 | TAS | REVISED PER 05/17/2017 FDOT COMMENTS |



CITY OF
PORT ORANGE



TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
Phone 386.753.0558 80 Spring Vista Drive
Fax 386.753.0778 DeBary, FL 32713
CERTIFICATE OF AUTHORIZATION NO. 27392

McDONALD ROAD SIDEWALK

FROM SAULS ST. TO 6TH ST.

FPID 435500-1-58-01

GENERAL NOTES

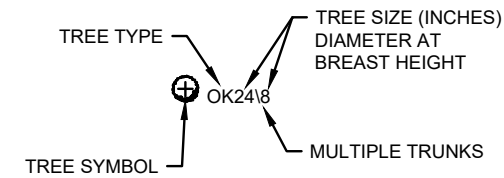
SHEET
NO.

03

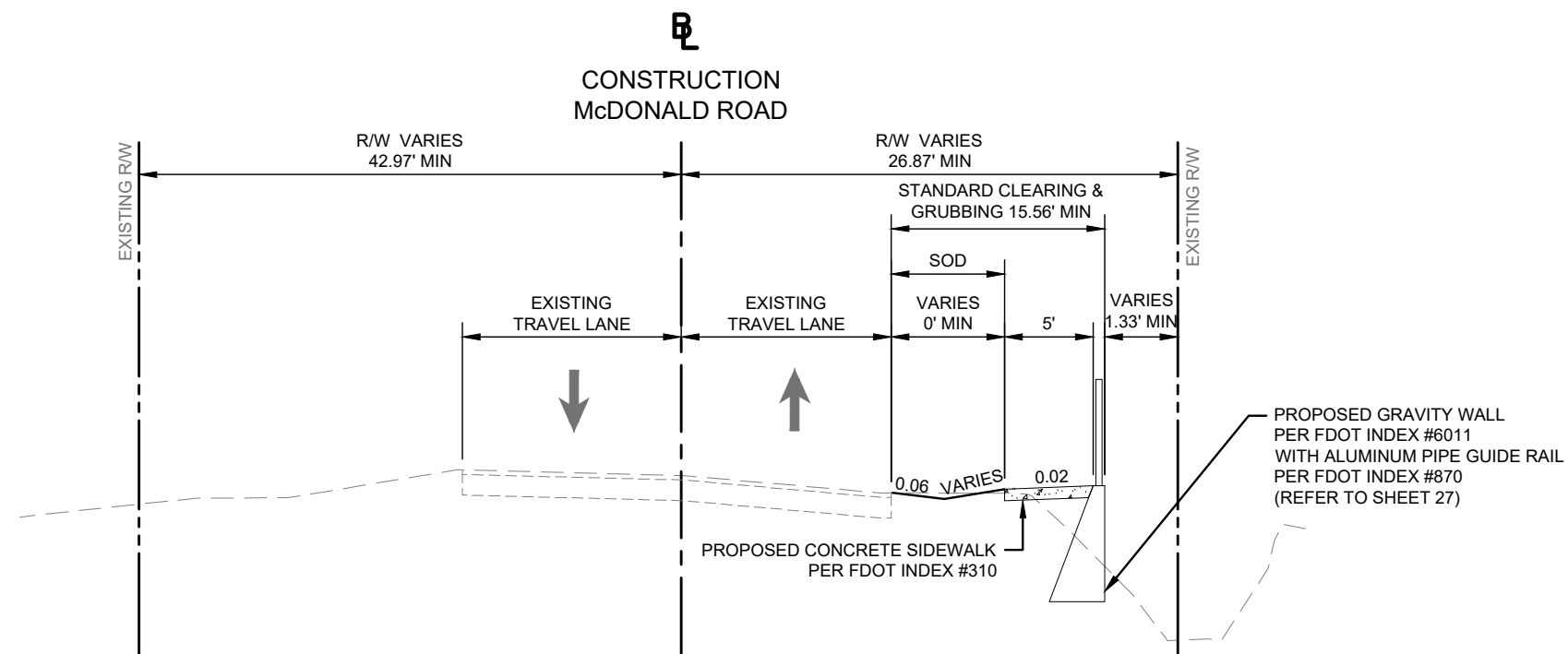
ABBREVIATIONS	
W/	WITH
CM	CONCRETE MONUMENT
TOB	TOP OF BANK
TOE	TOE OF SLOPE
CLS	CENTERLINE OF SWALE
STA	STATION
CO	CLEANOUT
SAN	SANITARY
ES	ELECTRIC SERVICE
HDP	HIGH DENSITY POLYETHYLENE PIPE
VCP	VITREOUS CLAY PIPE
CV	CHECK VALVE
TC	TOP COVER
WV	WATER VALVE
TSB	TRAFFIC SIGNAL BOX
FH	FIRE HYDRANT
WM	WATER METER
LP	LIGHT POLE
IV	IRRIGATION VALVE
GA	GUY ANCHOR
CPP	CORRUGATED PLASTIC PIPE
DIP	DUCTILE IRON PIPE
PVC	POLYVINYL CHLORIDE
DW	DRIVEWAY
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
FP&L CO	FLORIDA POWER & LIGHT COMPANY
NGVD	NATIONAL GEODETIC VERTICAL DATUM
USC & GS	UNITED STATES COAST AND GEODETIC SURVEY

INV	INVERT
SEC	SECTION
TWP	TOWNSHIP
RGE	RANGE
R/W	RIGHT OF WAY
CONC	CONCRETE
EL	ELEVATION
(NR)	NON RADIAL
(R)	RADIAL
N&D	NAIL AND DISK
RV	REUSE VALVE
RES	RESIDENCE
— FC —	BURIED FIBER OPTIC CABLE
— T —	BURIED TELEPHONE LINE
— W —	BURIED WATER LINE
— E —	BURIED ELECTRIC LINE
— G —	BURIED GAS LINE
— TV —	BURIED TELEVISION LINE
— FM —	BURIED FORCE MAIN
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
IRC	IRON ROD & CAP
MES	MITERED END SECTION
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
MH	MANHOLE
MB	MAP BOOK
IP	IRON PIPE
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
ID	IDENTIFICATION
(TYP)	TYPICAL
REC	RECOVERED

TREE LEGEND	
SB	SUGARBERRY TREE
MP	MAPLE TREE
SC	SYCAMORE TREE
OK	OAK TREE
SG	SWEET GUM TREE
HK	HICKORY TREE
SP	SPRUCE TREE
GF	GRAPEFRUIT TREE
MG	MAGNOLIA
BY	BAY TREE
EM	ELM TREE
CB	CHINABERRY TREE
PI	PINE TREE
PA	PALM TREE
HB	HACKBERRY
OR	ORANGE TREE



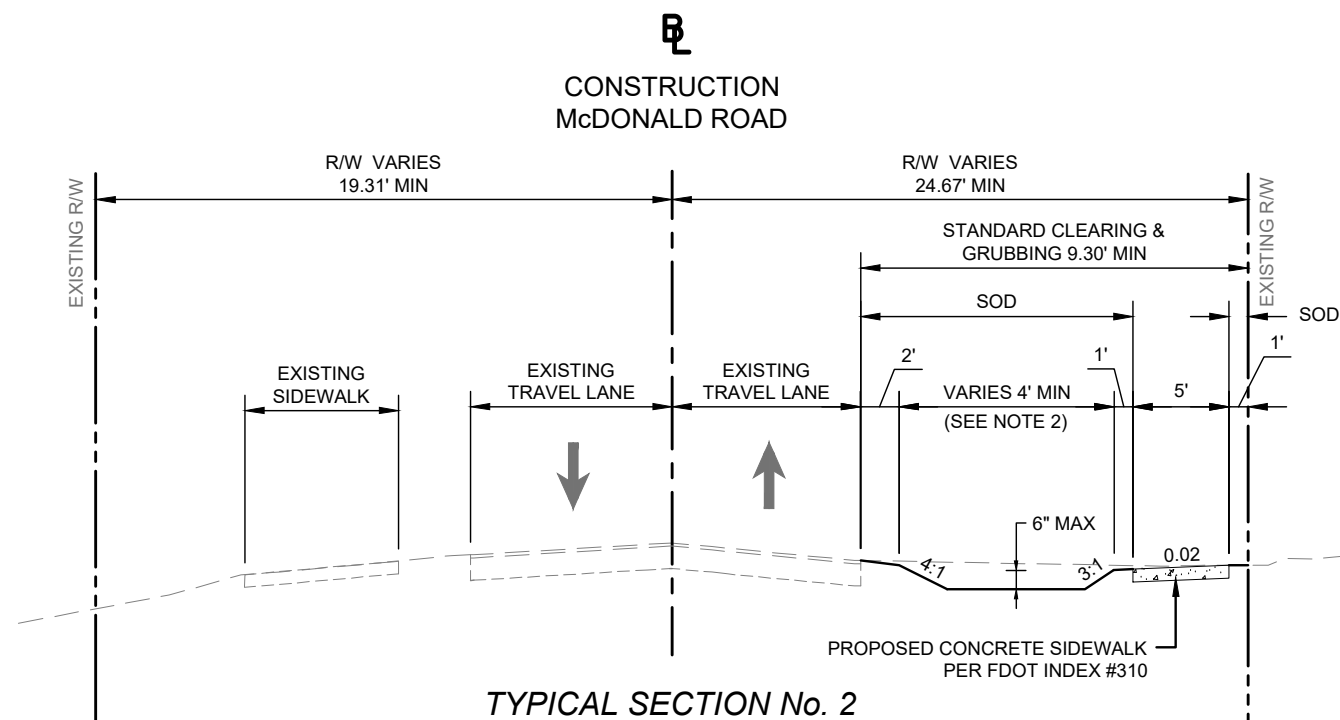
EXISTING SYMBOL LEGEND	
⊠ EB	ELECTRIC BOX
□ MB	MAIL BOX
—	SIGN
○	TREE
⊙ FH	FIRE HYDRANT
⊠ WM	WATER METER
→ GA	GUY ANCHOR
⊙	UTILITY POLE
●	IRON ROD WITH CAP
○	IRON PIPE
⊠	TELEPHONE BOX
⊠ TSB	TRAFFIC SIGNAL BOX
⊙ CO	CLEAN OUT
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
⊙ LP	LIGHT POLE
⊗ WV	WATER VALVE
⊠ TV	CABLE TELEVISION BOX
⊠ ES	ELECTRIC SERVICE
⊙ ICV	IRRIGATION CONTROL VALVE



TYPICAL SECTION No. 1
McDONALD ROAD
STA. 98+08.29 TO STA. 99+97.62
 NTS

NOTE:

- 1 CONTRACTOR SHALL ENSURE ALL SLOPES OF THE PROPOSED SIDEWALKS AND DRIVEWAYS COMPLY WITH AMERICAN WITH DISABILITIES ACT (ADA), INCLUDING 2% MAXIMUM CROSS-SLOPE AND 5% MAXIMUM LONGITUDINAL SLOPE. IN ADDITION, CONTRACTOR SHALL ENSURE $\frac{1}{4}$ " MAXIMUM CHANGE IN LEVEL IN ALL AREAS OF PROPOSED SIDEWALK, INCLUDING LOCATIONS WHERE EXISTING OR PROPOSED MANHOLES INTERACT WITH PROPOSED SIDEWALK.
- 2 REFER TO PLANS FOR LOCATION OF DEPRESSIONAL AREAS TO BE CONSTRUCTED AT VARIOUS LOCATIONS THROUGHOUT THE PROJECT CORRIDOR IN ORDER TO ACCUMULATE AND/OR REDIRECT RUNOFF (6" MIN. DEPTH / 12" MAX DEPTH). CONTRACTOR SHALL ENSURE THAT POSITIVE FLOW IS MAINTAINED TOWARDS DEPRESSIONAL AREA(S), AND THAT RUNOFF DIRECTED TOWARDS THE PRIVATE PROPERTIES IS LESS IN POST-DEVELOPMENT CONDITIONS THAN THAT WHICH EXISTED PRIOR TO THE START OF CONSTRUCTION.
- 3 MAINTAIN 2' MINIMUM HORIZONTAL CLEARANCE FROM SIDEWALK TO ANY LATERAL OBSTRUCTIONS.
- 4 MAINTAIN 8' VERTICAL CLEARANCE OVER THE SIDEWALK.

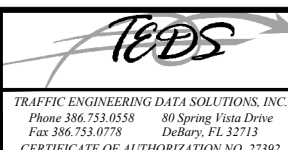


TYPICAL SECTION No. 2
McDONALD ROAD
STA. 107+08.79 TO STA. 117+35.86
 NTS

REVISIONS		
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**CITY OF
PORT ORANGE**

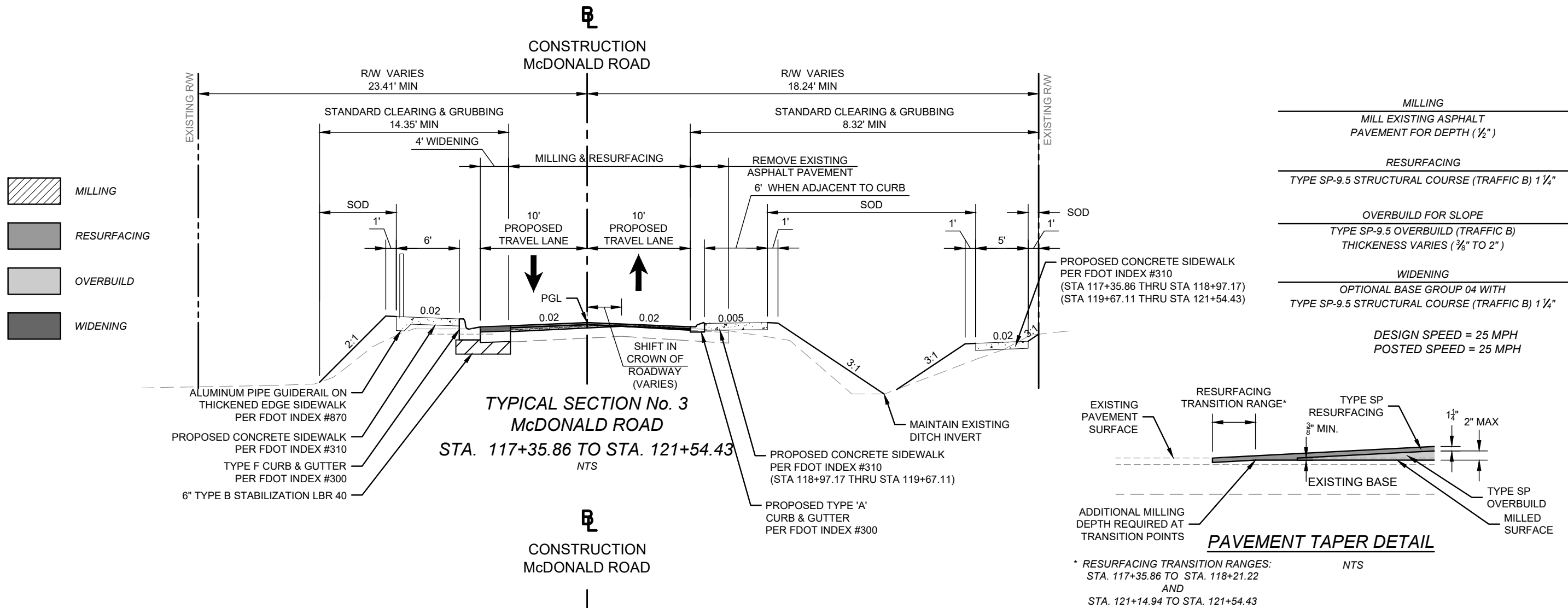


McDONALD ROAD SIDEWALK
 FROM SAULS ST. TO 6TH ST.
 FPID 435500-1-58-01

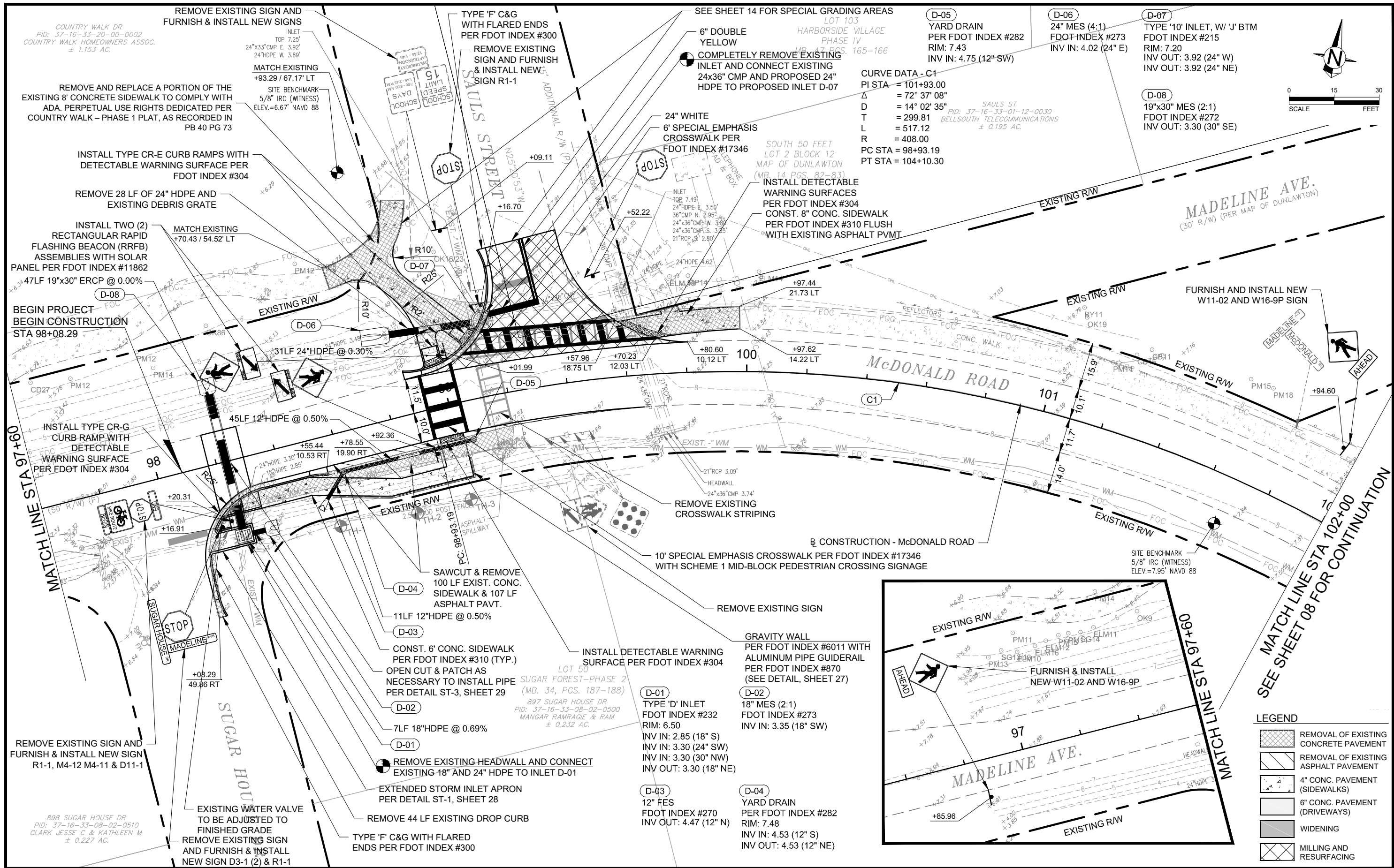
TYPICAL SECTION

SHEET
NO.

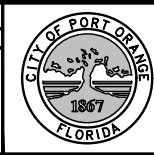
05



- NOTE:**
- 1 CONTRACTOR SHALL ENSURE ALL SLOPES OF THE PROPOSED SIDEWALKS AND DRIVEWAYS COMPLY WITH AMERICAN WITH DISABILITIES ACT (ADA), INCLUDING 2% MAXIMUM CROSS-SLOPE AND 5% MAXIMUM LONGITUDINAL SLOPE. IN ADDITION, CONTRACTOR SHALL ENSURE 1/4" MAXIMUM CHANGE IN LEVEL IN ALL AREAS OF PROPOSED SIDEWALK, INCLUDING LOCATIONS WHERE EXISTING OR PROPOSED MANHOLES INTERACT WITH PROPOSED SIDEWALK.
 - 2 REFER TO PLANS FOR LOCATION OF DEPRESSIONAL AREAS TO BE CONSTRUCTED AT VARIOUS LOCATIONS THROUGHOUT THE PROJECT CORRIDOR IN ORDER TO ACCUMULATE AND/OR REDIRECT RUNOFF (6" MIN. DEPTH / 12" MAX DEPTH). CONTRACTOR SHALL ENSURE THAT POSITIVE FLOW IS MAINTAINED TOWARDS DEPRESSIONAL AREA(S), AND THAT RUNOFF DIRECTED TOWARDS THE PRIVATE PROPERTIES IS LESS IN POST-DEVELOPMENT CONDITIONS THAN THAT WHICH EXISTED PRIOR TO THE START OF CONSTRUCTION.
 - 3 MAINTAIN 2' MINIMUM HORIZONTAL CLEARANCE FROM SIDEWALK TO ANY LATERAL OBSTRUCTIONS.
 - 4 MAINTAIN 8' VERTICAL CLEARANCE OVER THE SIDEWALK.



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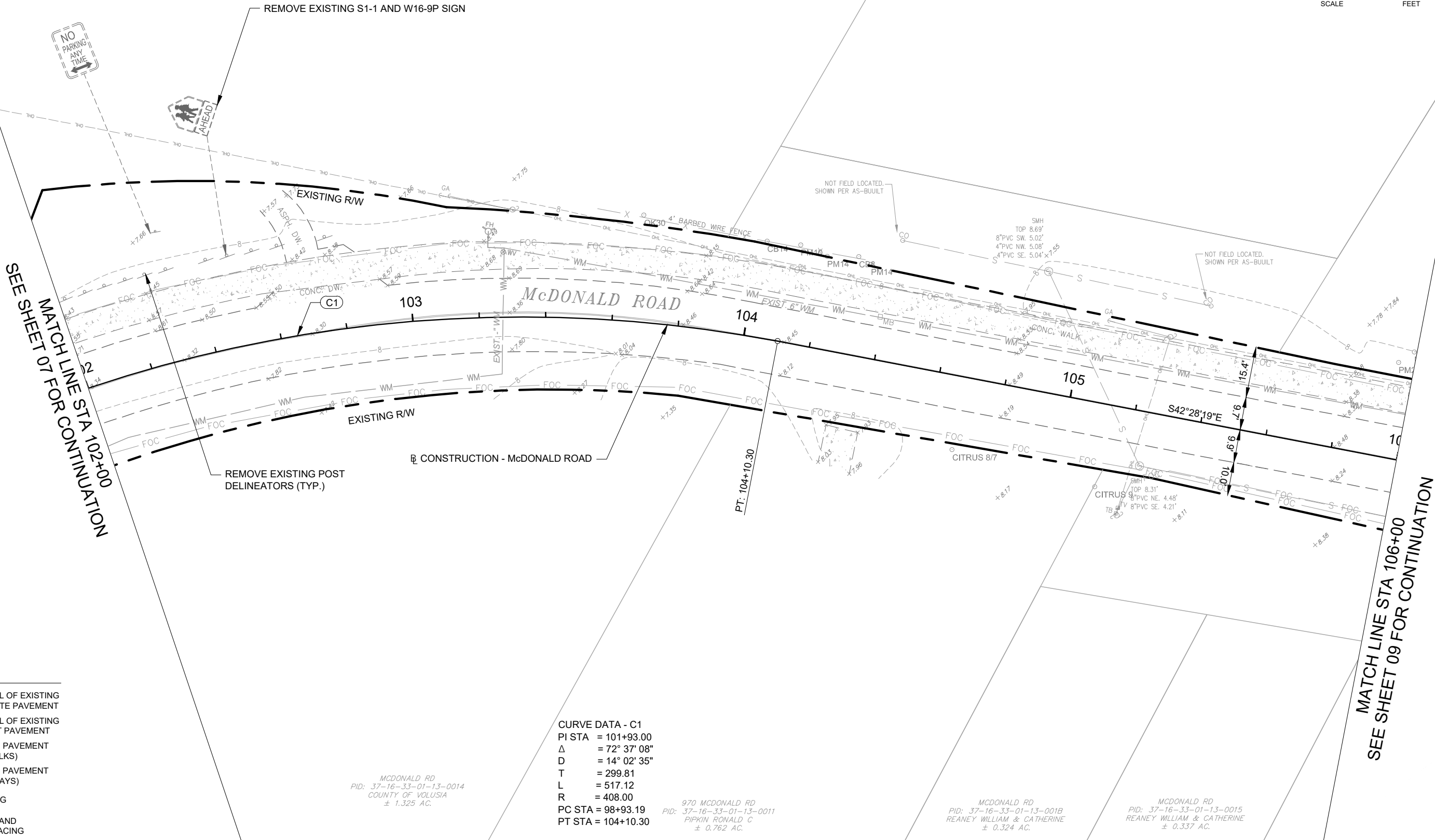
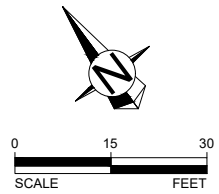
CITY OF
PORT ORANGE

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
Phone 386.753.0558 80 Spring Vista Drive
Fax 386.753.0778 DeBary, FL 32713
CERTIFICATE OF AUTHORIZATION NO. 27392

McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

SAULS ST
PID: 37-16-33-01-13-0010
MCDONALD T MURRAY TR & DENNIS R MCDONALD
± 3.521 AC.

MCDONALD RD
PID: 37-16-33-01-13-001C
CITY OF PORT ORANGE
± 0.119 AC.



LEGEND

- REMOVAL OF EXISTING CONCRETE PAVEMENT
- REMOVAL OF EXISTING ASPHALT PAVEMENT
- 4" CONC. PAVEMENT (SIDEWALKS)
- 6" CONC. PAVEMENT (DRIVEWAYS)
- WIDENING
- MILLING AND RESURFACING

CURVE DATA - C1
PI STA = 101+93.00
 Δ = 72° 37' 08"
D = 14° 02' 35"
T = 299.81
L = 517.12
R = 408.00
PC STA = 98+93.19
PT STA = 104+10.30

MCDONALD RD
PID: 37-16-33-01-13-0014
COUNTY OF VOLUSIA
± 1.325 AC.

970 MCDONALD RD
PID: 37-16-33-01-13-0011
PIPKIN RONALD C
± 0.762 AC.

MCDONALD RD
PID: 37-16-33-01-13-001B
REANEY WILLIAM & CATHERINE
± 0.324 AC.

MCDONALD RD
PID: 37-16-33-01-13-0015
REANEY WILLIAM & CATHERINE
± 0.337 AC.

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CITY OF
PORT ORANGE

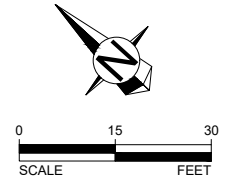
TEDS
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
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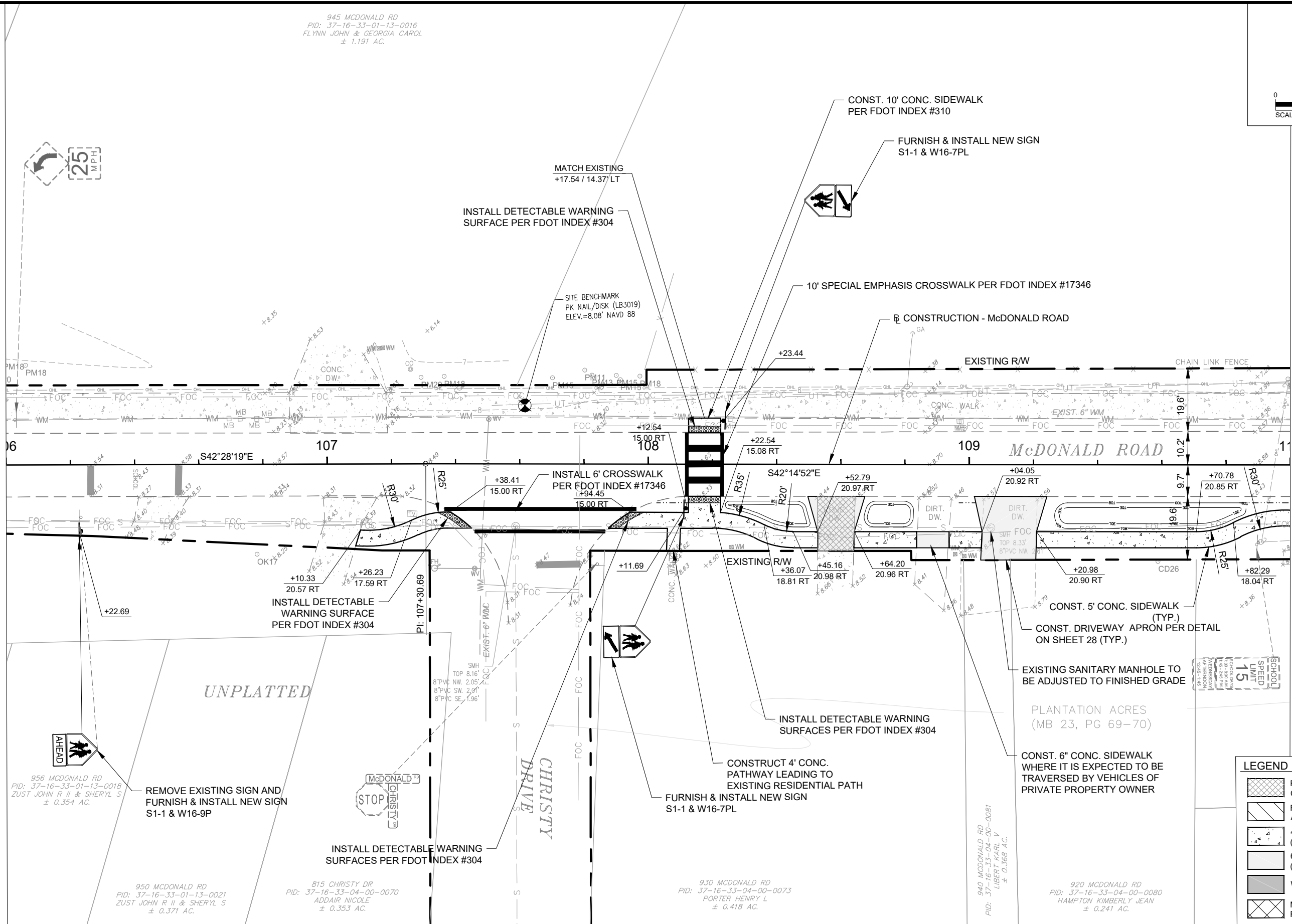
PLAN VIEW

SHEET
NO.
08

945 McDONALD RD
PID: 37-16-33-01-13-0016
FLYNN JOHN & GEORGIA CAROL
± 1.191 AC.



MATCH LINE STA 106+00
SEE SHEET 08 FOR CONTINUATION



MATCH LINE STA 110+00
SEE SHEET 10
FOR CONTINUATION



956 McDONALD RD
PID: 37-16-33-01-13-0018
ZUST JOHN R II & SHERYL S
± 0.354 AC.

REMOVE EXISTING SIGN AND
FURNISH & INSTALL NEW SIGN
S1-1 & W16-9P

950 McDONALD RD
PID: 37-16-33-01-13-0021
ZUST JOHN R II & SHERYL S
± 0.371 AC.



INSTALL DETECTABLE WARNING
SURFACES PER FDOT INDEX #304

815 CHRISTY DR
PID: 37-16-33-04-00-0070
ADDAIR NICOLE
± 0.353 AC.

930 McDONALD RD
PID: 37-16-33-04-00-0073
PORTER HENRY L
± 0.418 AC.

940 McDONALD RD
PID: 37-16-33-04-00-0081
LIBERT KARL V
± 0.368 AC.

920 McDONALD RD
PID: 37-16-33-04-00-0080
HAMPTON KIMBERLY JEAN
± 0.241 AC.

LEGEND

- REMOVAL OF EXISTING CONCRETE PAVEMENT
- REMOVAL OF EXISTING ASPHALT PAVEMENT
- 4" CONC. PAVEMENT (SIDEWALKS)
- 6" CONC. PAVEMENT (DRIVEWAYS)
- WIDENING
- MILLING AND RESURFACING

REVISIONS		
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McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

PLAN VIEW

SHEET
NO.

09

SCHOOL
SPEED
LIMIT
15
SCHOOL DAYS
1:45 P.M. - 2:45 P.M.
AFTERNOON
12:45 - 1:45

1101 CHARLES ST
PID: 04-16-33-00-0022
SCHOOL BOARD OF VOLUSIA COUNTY
± 19.515 AC.



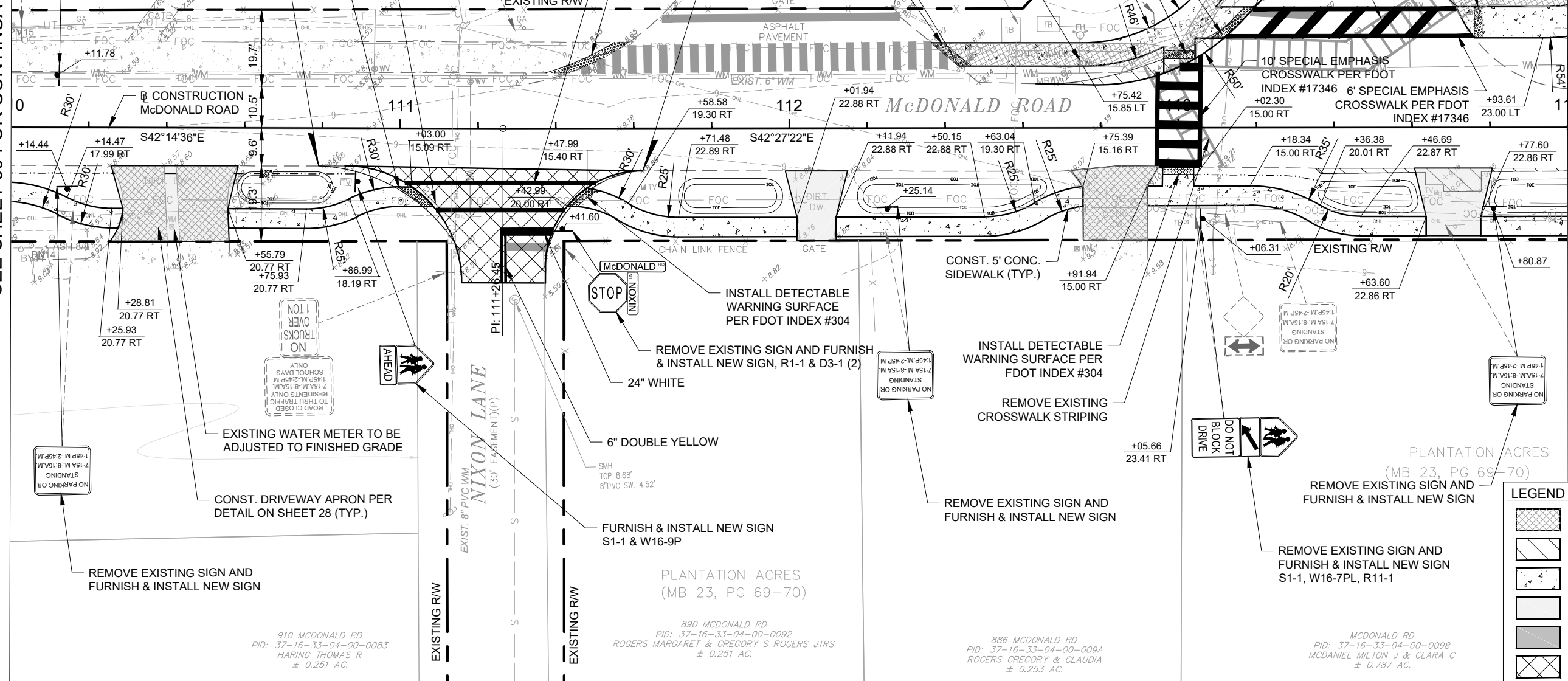
FURNISH & INSTALL NEW SIGN
S1-1, W16-9P

NEW RADIUS RETURNS TO BE SAWCUT WITH
MILLING AND RESURFACING REQUIRED TO
CORRECT EXISTING LOW-POINT SAG IN
NORTHWEST RADIUS RETURN
(SEE SHEET 14 FOR SPECIAL GRADING AREAS).

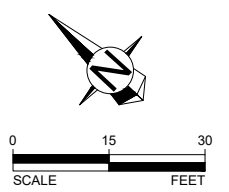
INSTALL DETECTABLE WARNING
SURFACES PER FDOT INDEX #304

BEGIN MILLING
AND RESURFACING
MATCH EXISTING
STA 110+79.07

MATCH LINE STA 110+00
SEE SHEET 09 FOR CONTINUATION



MATCH LINE STA 114+00
SEE SHEET 11 FOR CONTINUATION



REMOVE EXISTING SIGN AND
FURNISH & INSTALL NEW SIGN

CONST. DRIVEWAY APRON PER
DETAIL ON SHEET 28 (TYP.)

EXISTING WATER METER TO BE
ADJUSTED TO FINISHED GRADE

FURNISH & INSTALL NEW SIGN
S1-1 & W16-9P

PLANTATION ACRES
(MB 23, PG 69-70)

890 McDONALD RD
PID: 37-16-33-04-00-0092
ROGERS MARGARET & GREGORY S ROGERS JTRS
± 0.251 AC.

886 McDONALD RD
PID: 37-16-33-04-00-009A
ROGERS GREGORY & CLAUDIA
± 0.253 AC.

McDONALD RD
PID: 37-16-33-04-00-009B
MCDANIEL MILTON J & CLARA C
± 0.787 AC.

LEGEND	
	REMOVAL OF EXISTING CONCRETE PAVEMENT
	REMOVAL OF EXISTING ASPHALT PAVEMENT
	4" CONC. PAVEMENT (SIDEWALKS)
	6" CONC. PAVEMENT (DRIVEWAYS)
	WIDENING
	MILLING AND RESURFACING

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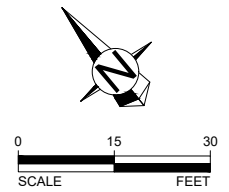
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CERTIFICATE OF AUTHORIZATION NO. 27392

McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

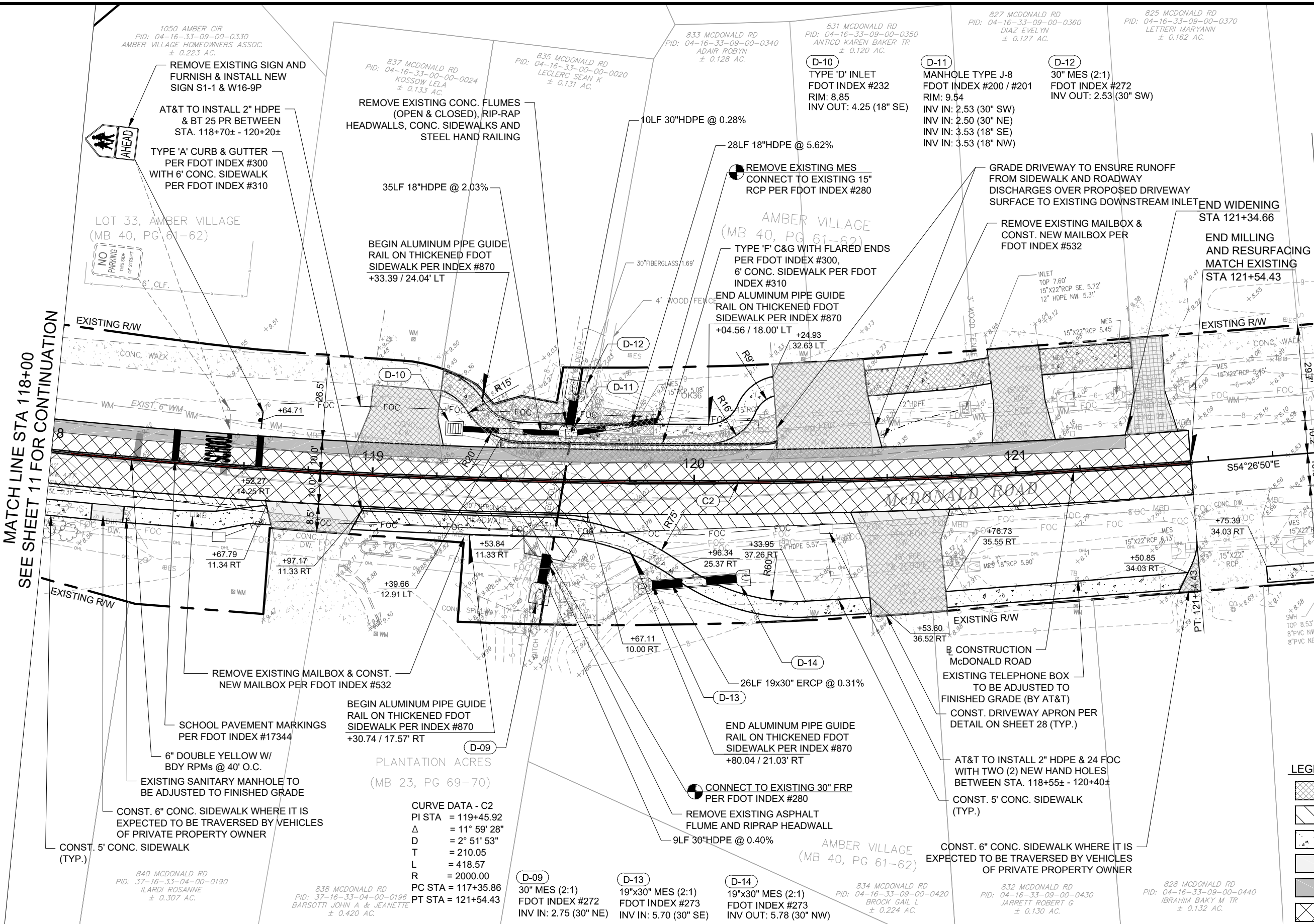
PLAN VIEW

SHEET
NO.
10



MATCH LINE STA 118+00
SEE SHEET 11 FOR CONTINUATION

MATCH LINE STA 122+00
SEE SHEET 13 FOR CONTINUATION



LEGEND	
	REMOVAL OF EXISTING CONCRETE PAVEMENT
	REMOVAL OF EXISTING ASPHALT PAVEMENT
	4" CONC. PAVEMENT (SIDEWALKS)
	6" CONC. PAVEMENT (DRIVEWAYS)
	WIDENING
	MILLING AND RESURFACING

REVISIONS		
DATE	BY	DESCRIPTION
07/08/2016	TAS	REVISED PER FDOT & CITY OF PORT ORANGE COMMENTS
10/19/2016	TAS	REVISED PER 10/11/2016 FDOT ERC COMMENTS
11/18/2016	TAS	REVISED PER 10/24/2016 FDOT ERC COMMENTS
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05/10/2017	TAS	REVISED PER 05/05/2017 FDOT ERC COMMENTS
05/17/2017	TAS	REVISED PER 05/17/2017 FDOT COMMENTS

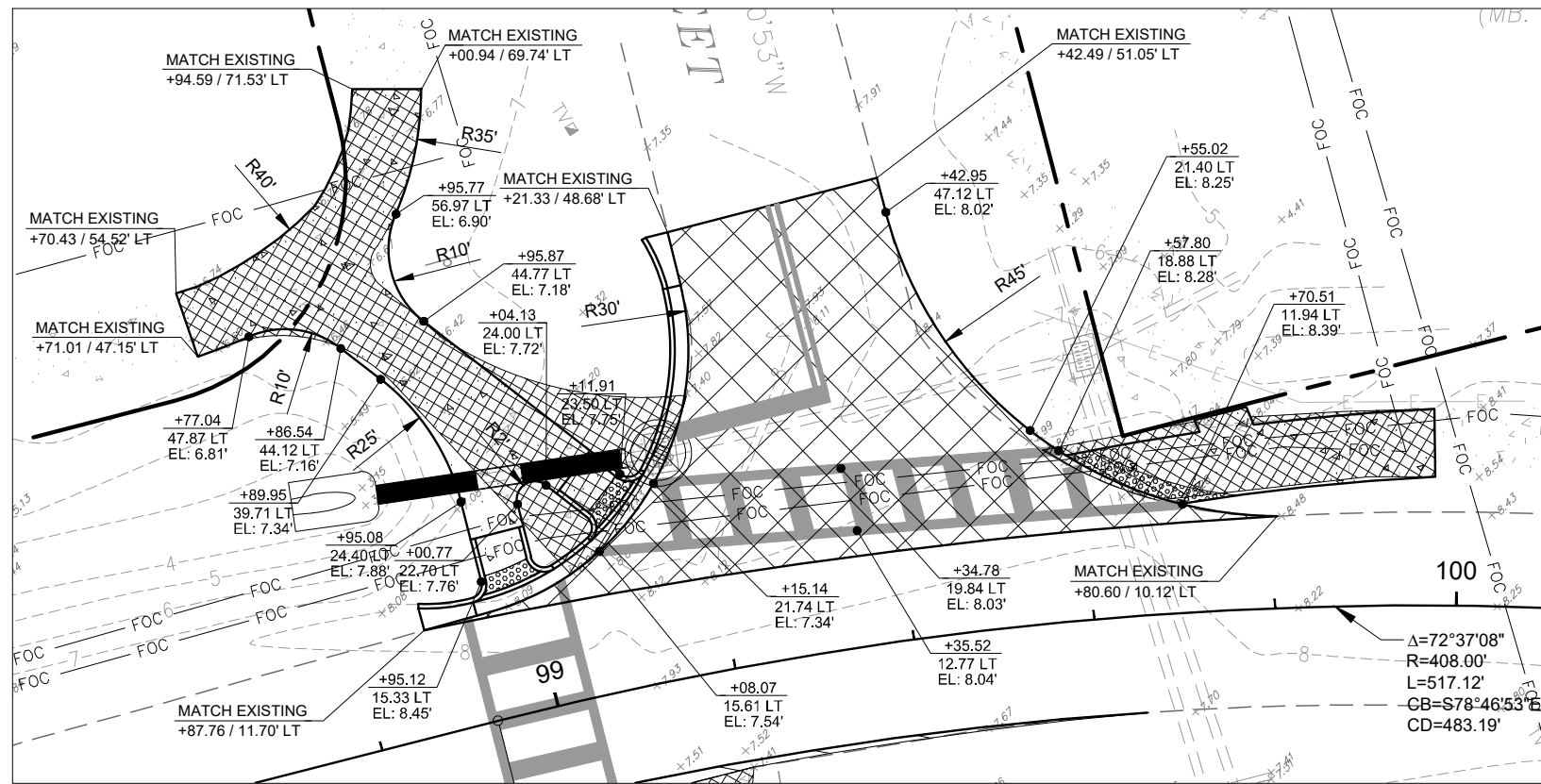


CITY OF
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TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
Phone 386.753.0558 80 Spring Vista Drive
Fax 386.753.0778 DeBary, FL 32713
CERTIFICATE OF AUTHORIZATION NO. 27392

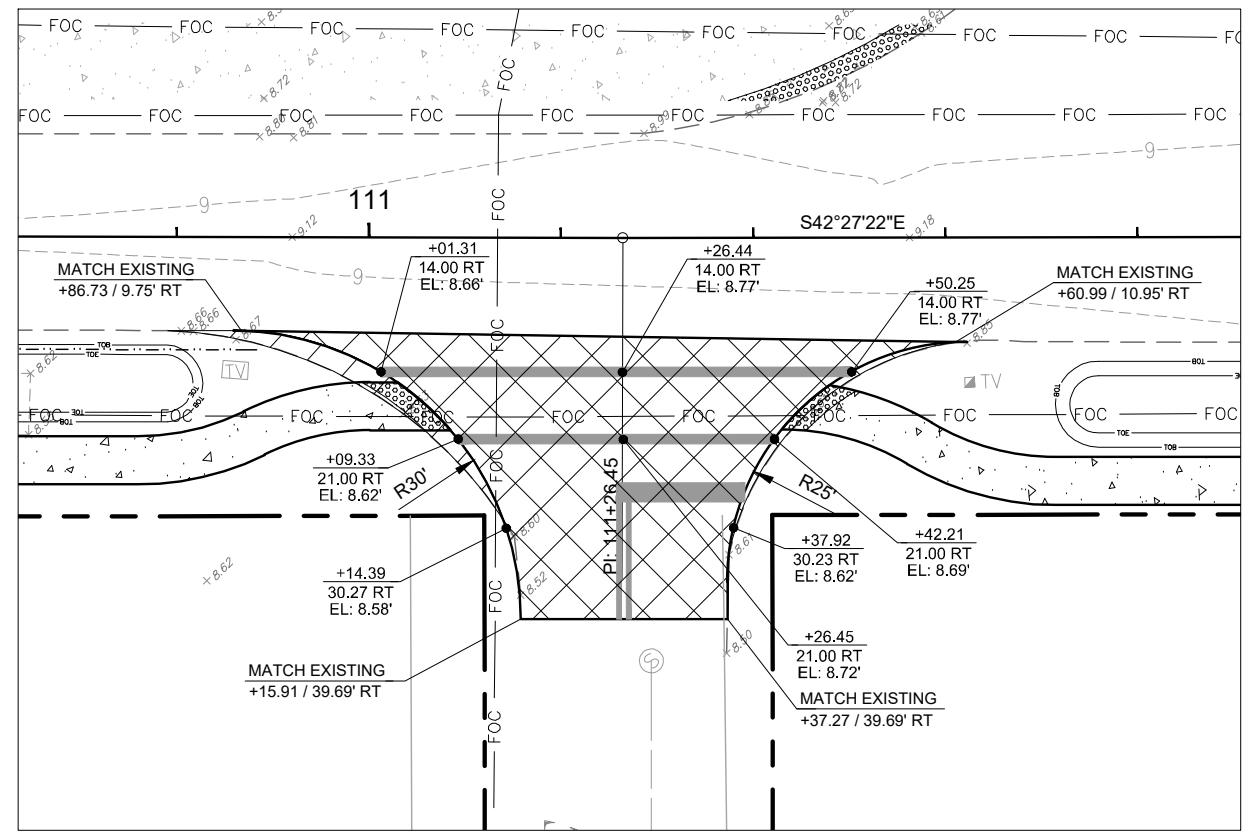
McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

PLAN VIEW



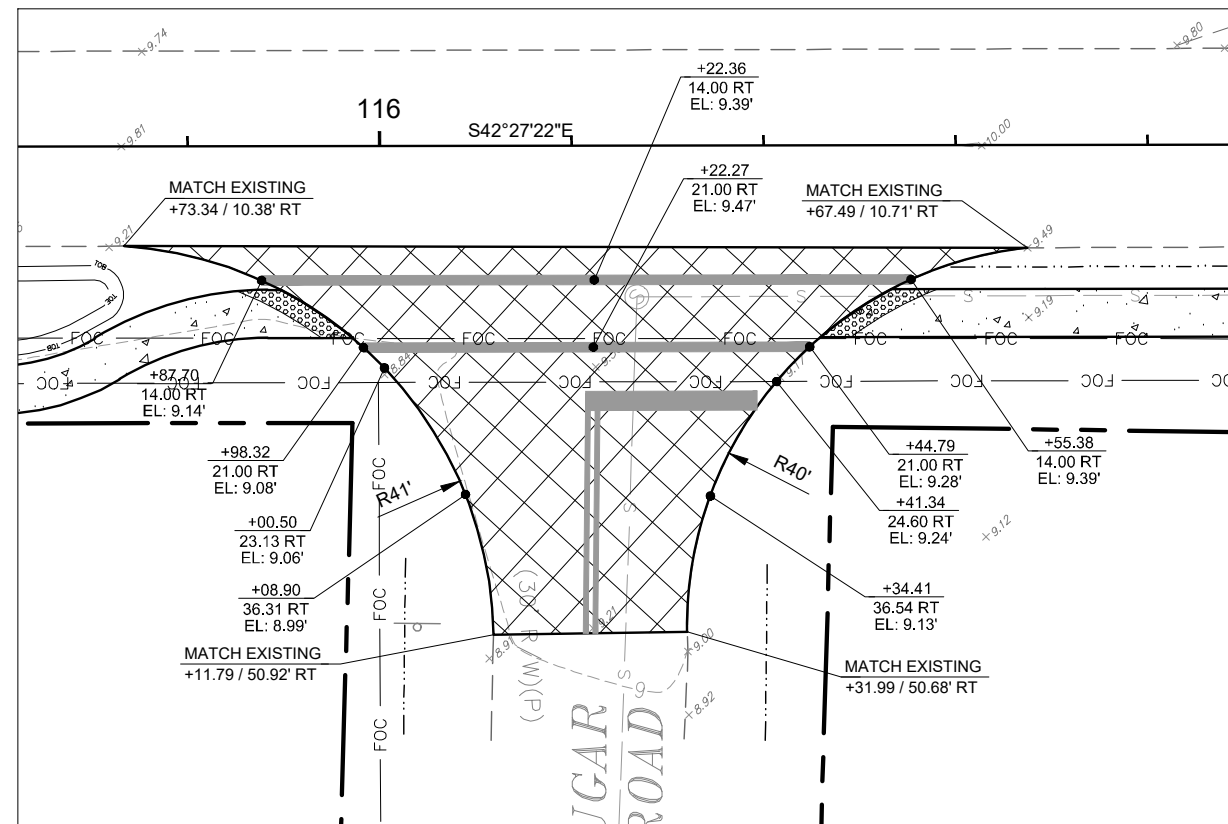
SPECIAL GRADING AREA - SAULS STREET

SCALE: 1" = 20'



SPECIAL GRADING AREA - NIXON LANE

SCALE: 1" = 20'

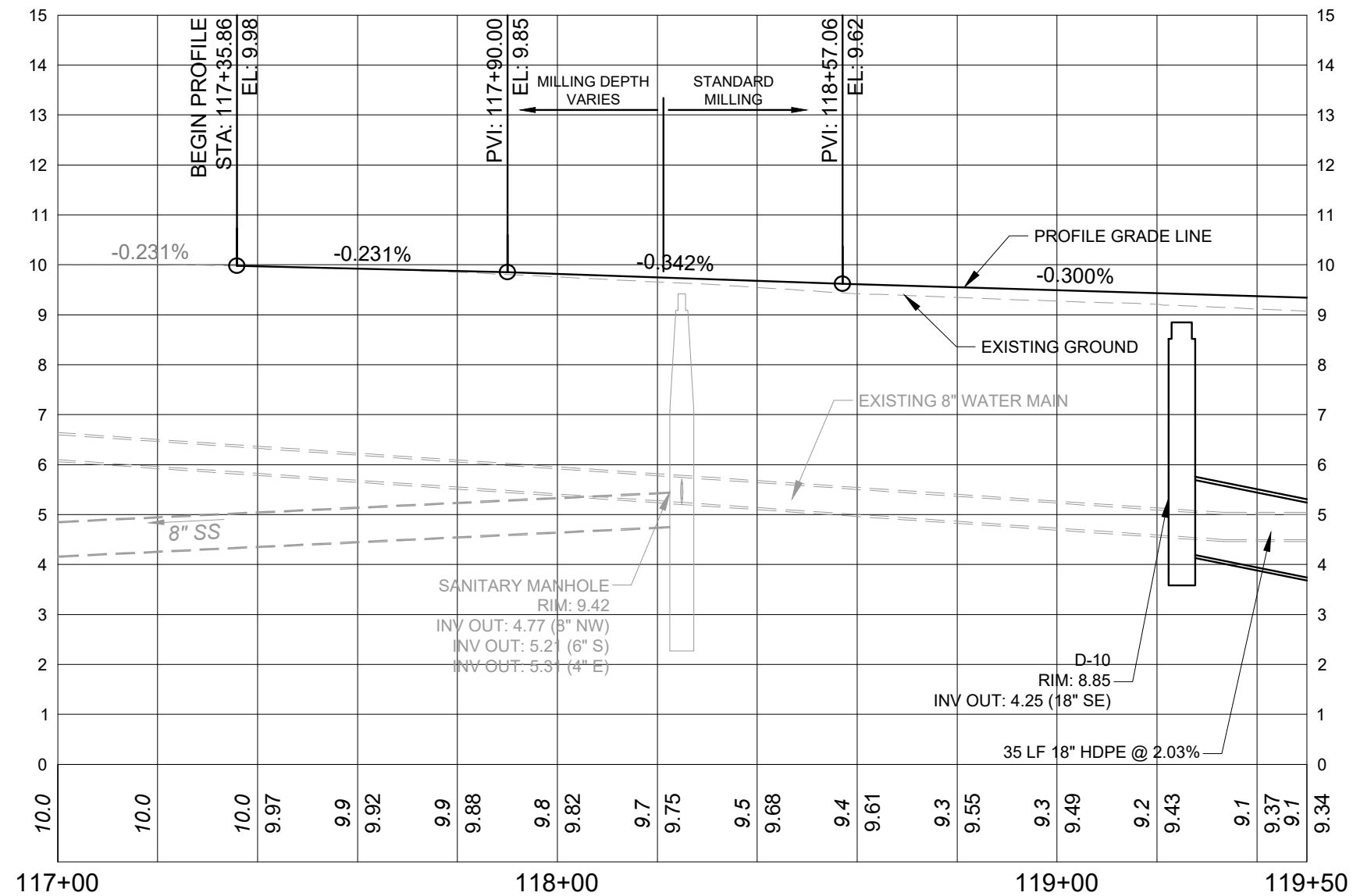


SPECIAL GRADING AREA - OLD SUGAR MILL ROAD

SCALE: 1" = 20'

- LEGEND**
- REMOVAL OF EXISTING CONCRETE PAVEMENT
 - REMOVAL OF EXISTING ASPHALT PAVEMENT
 - 4" CONC. PAVEMENT (SIDEWALKS)
 - 6" CONC. PAVEMENT (DRIVEWAYS)
 - WIDENING
 - MILLING AND RESURFACING

REVISIONS			CITY OF PORT ORANGE	 TRAFFIC ENGINEERING DATA SOLUTIONS, INC. Phone 386.753.0558 80 Spring Vista Drive Fax 386.753.0778 DeBary, FL 32713 CERTIFICATE OF AUTHORIZATION NO. 27392	McDONALD ROAD SIDEWALK FROM SAULS ST. TO 6TH ST. FPID 435500-1-58-01	SPECIAL GRADING AREAS	SHEET NO. 14
DATE	BY	DESCRIPTION					
07/08/2016	TAS	REVISED PER FDOT & CITY OF PORT ORANGE COMMENTS					
10/19/2016	TAS	REVISED PER 10/11/2016 FDOT ERC COMMENTS					
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05/17/2017	TAS	REVISED PER 05/17/2017 FDOT COMMENTS					

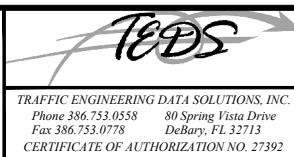


SCALE:
1" = 30' HORIZ.
1" = 3' VERT.

REVISIONS		
DATE	BY	DESCRIPTION
07/08/2016	TAS	REVISED PER FDOT & CITY OF PORT ORANGE COMMENTS
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05/17/2017	TAS	REVISED PER 05/17/2017 FDOT COMMENTS



CITY OF
PORT ORANGE

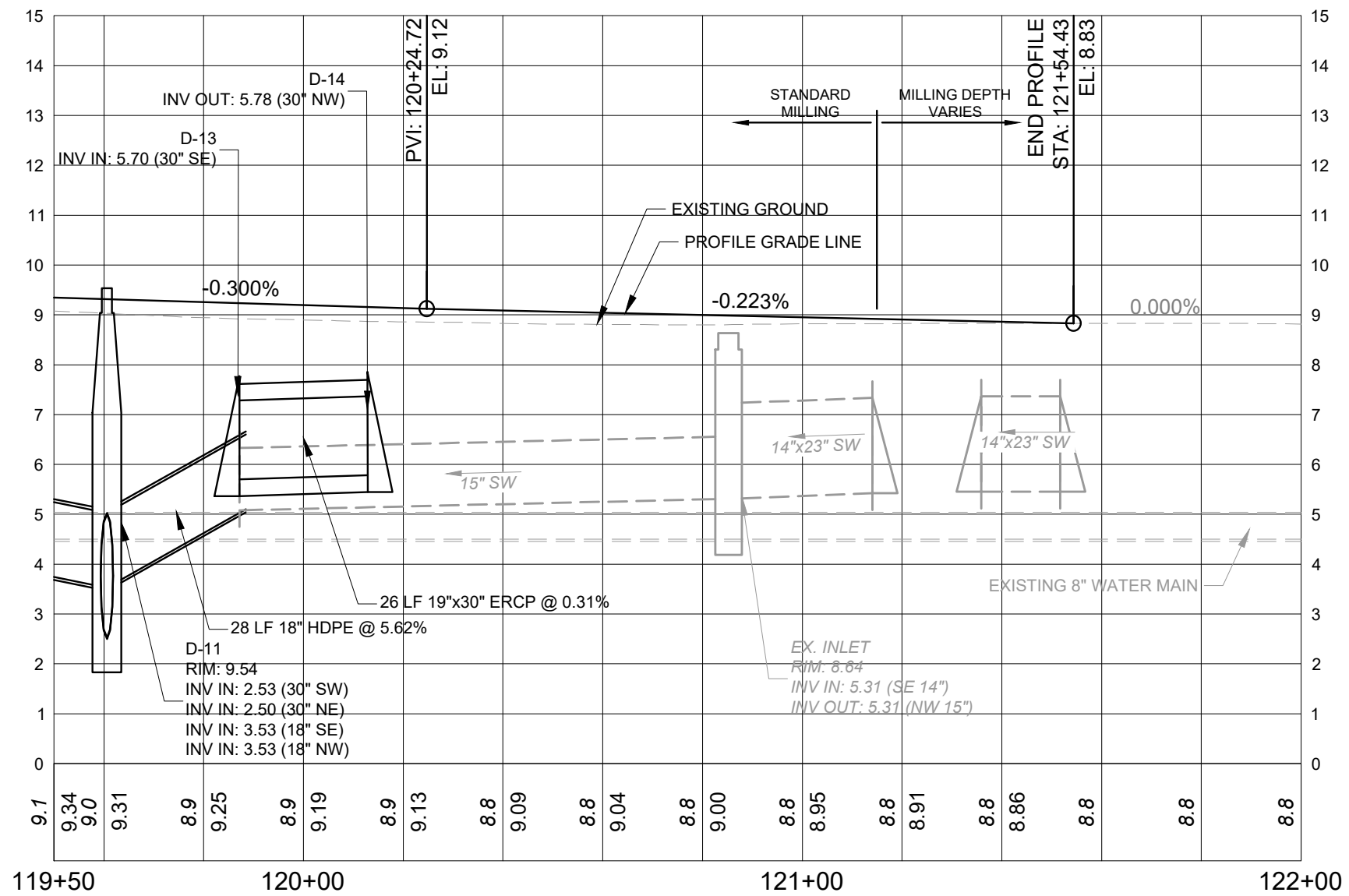


McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

ROADWAY PROFILE

SHEET
NO.

15



SCALE:
1" = 30' HORIZ.
1" = 3' VERT.

REVISIONS		
DATE	BY	DESCRIPTION
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CITY OF
PORT ORANGE

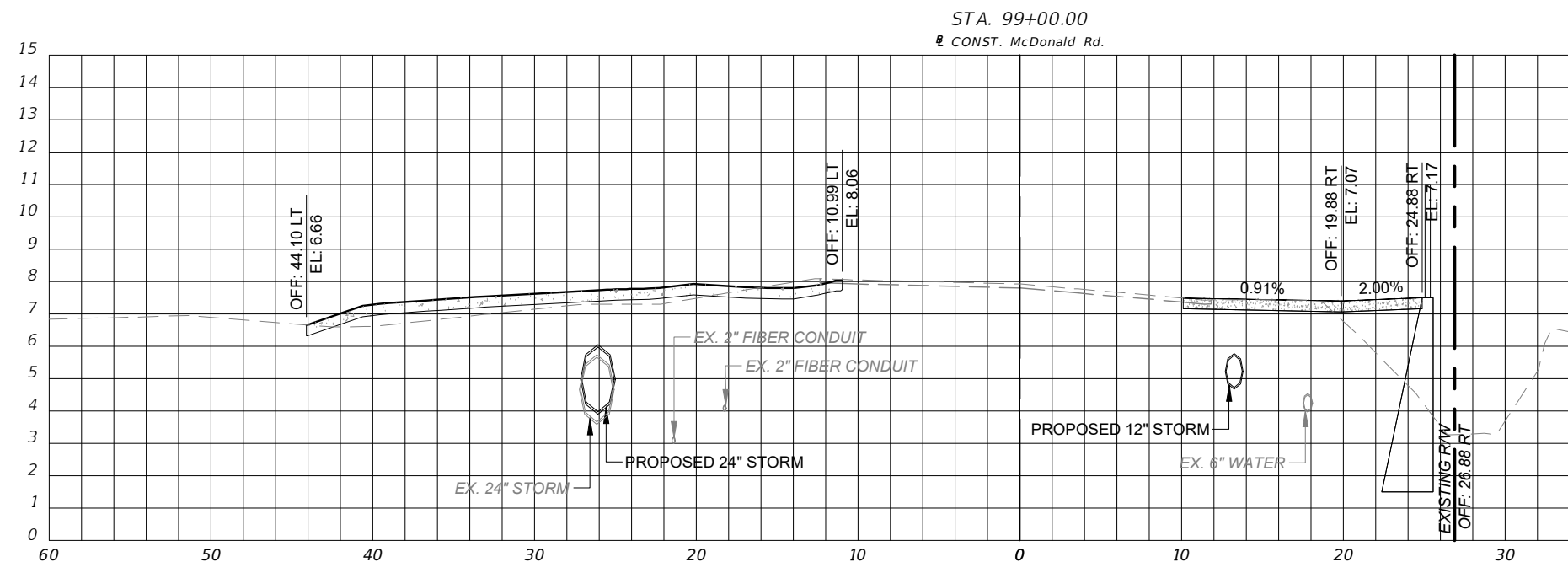


McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

ROADWAY PROFILE

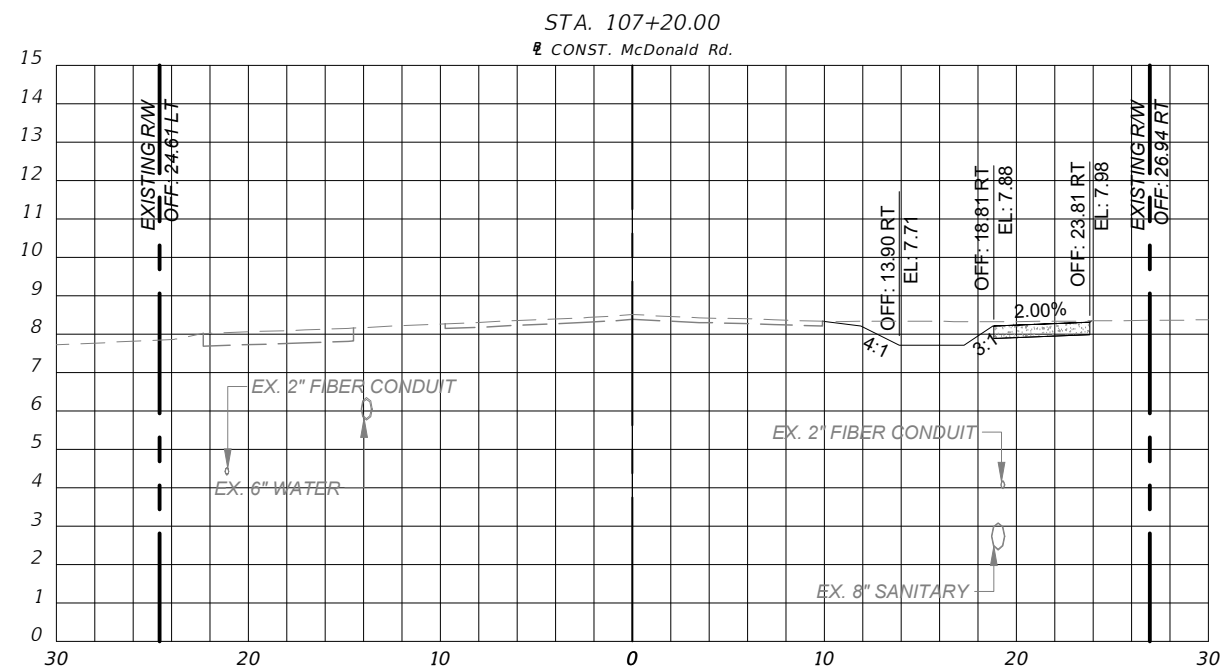
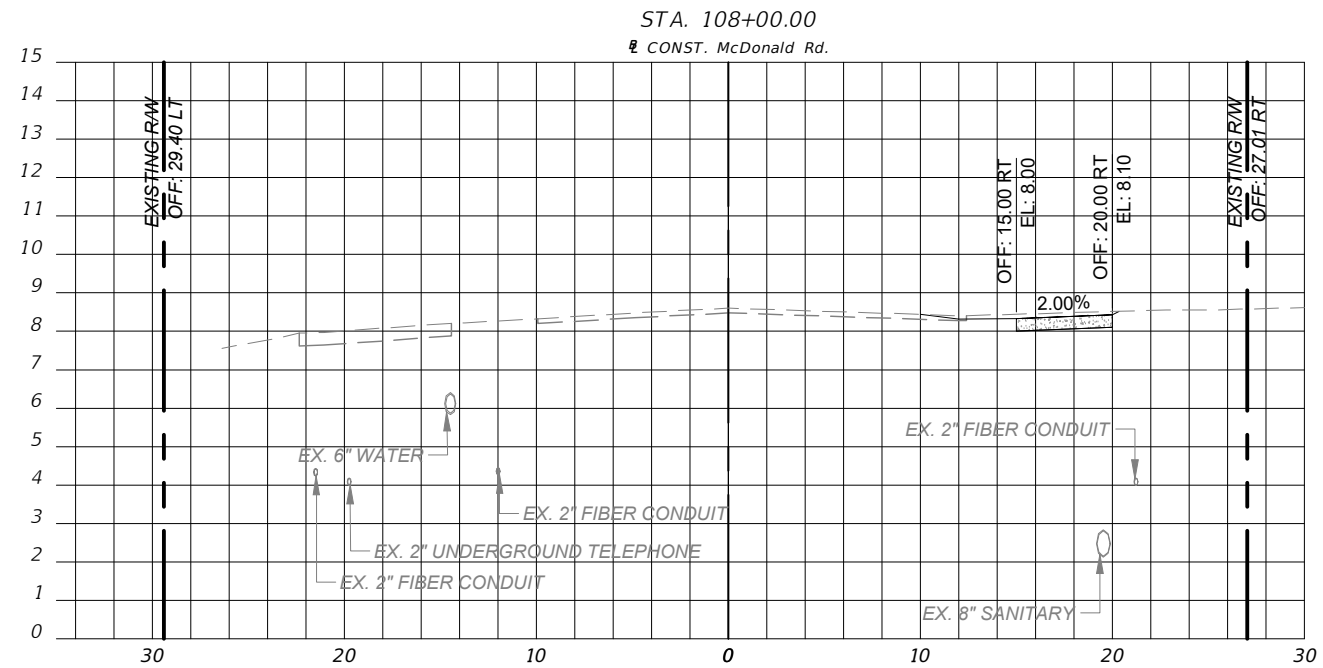
SHEET
NO.

16



SCALE:
1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS			 CITY OF PORT ORANGE	 TRAFFIC ENGINEERING DATA SOLUTIONS, INC. Phone 386.753.0558 80 Spring Vista Drive Fax 386.753.0778 DeBary, FL 32713 CERTIFICATE OF AUTHORIZATION NO. 27392	McDONALD ROAD SIDEWALK FROM SAULS ST. TO 6TH ST. FPID 435500-1-58-01	CROSS SECTIONS	SHEET NO. 17
DATE	BY	DESCRIPTION					
07/08/2016	TAS	REVISED PER FDOT & CITY OF PORT ORANGE COMMENTS					
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05/17/2017	TAS	REVISED PER 05/17/2017 FDOT COMMENTS					

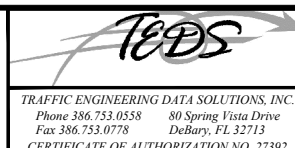


SCALE:
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1" = 5' VERT.

REVISIONS		
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05/17/2017	TAS	REVISED PER 05/17/2017 FDOT COMMENTS



CITY OF
PORT ORANGE

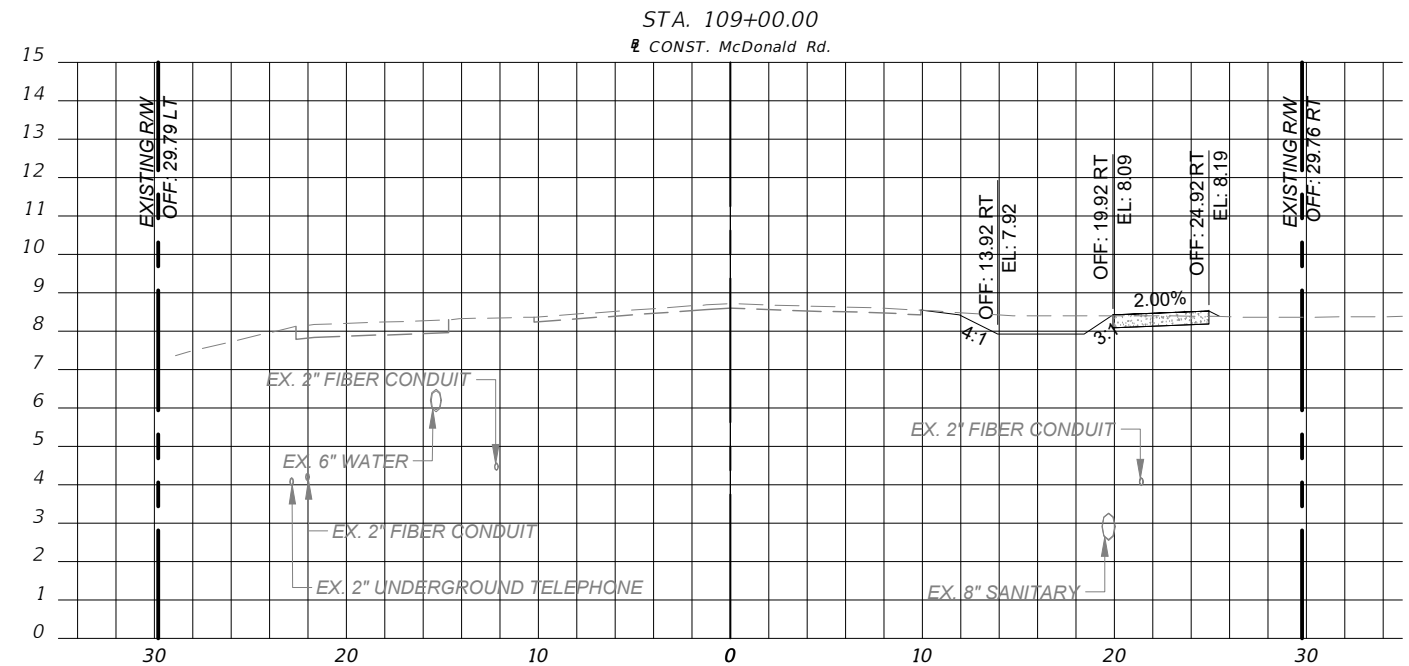
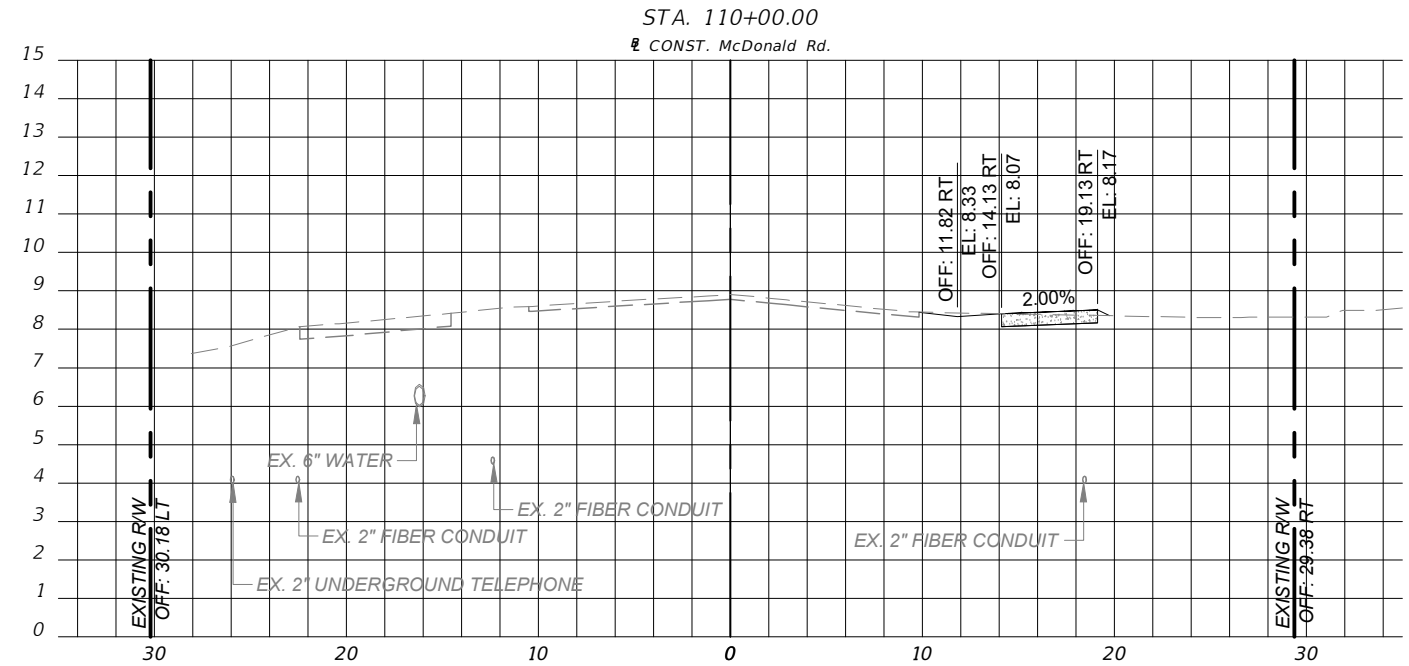


McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

CROSS SECTIONS

SHEET
NO.

18



SCALE:
1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS		
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05/17/2017	TAS	REVISED PER 05/17/2017 FDOT COMMENTS



CITY OF
PORT ORANGE

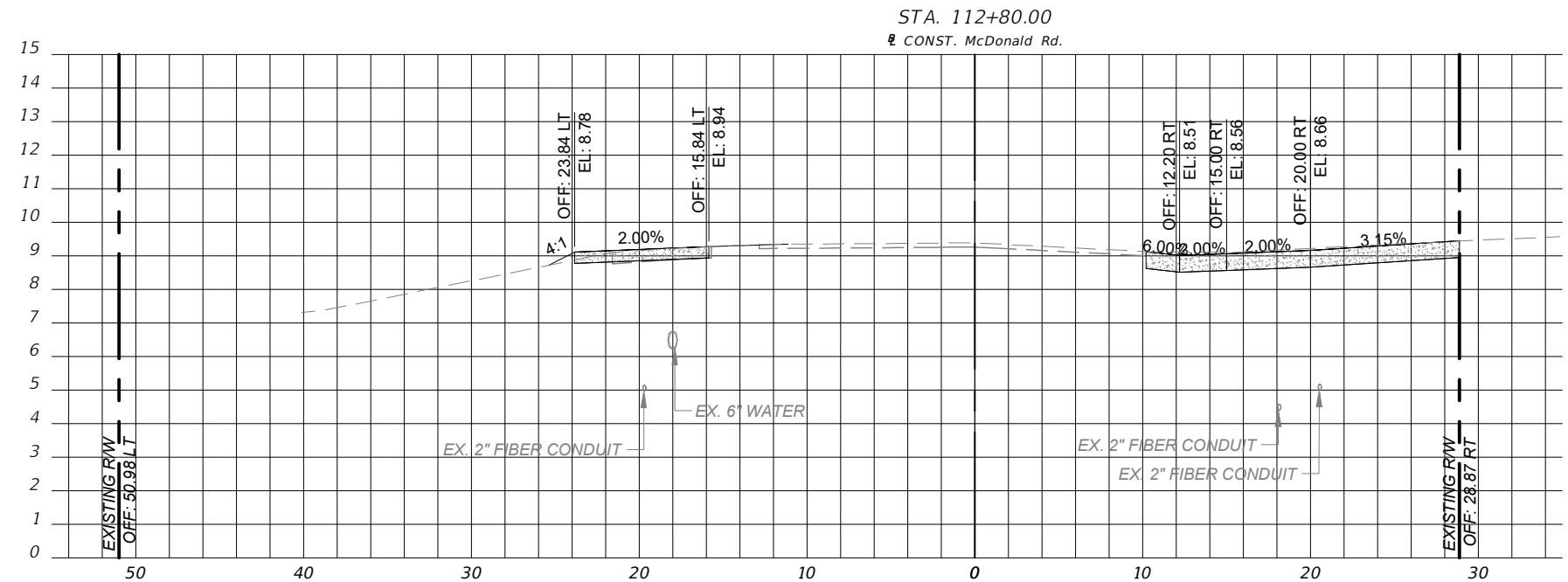
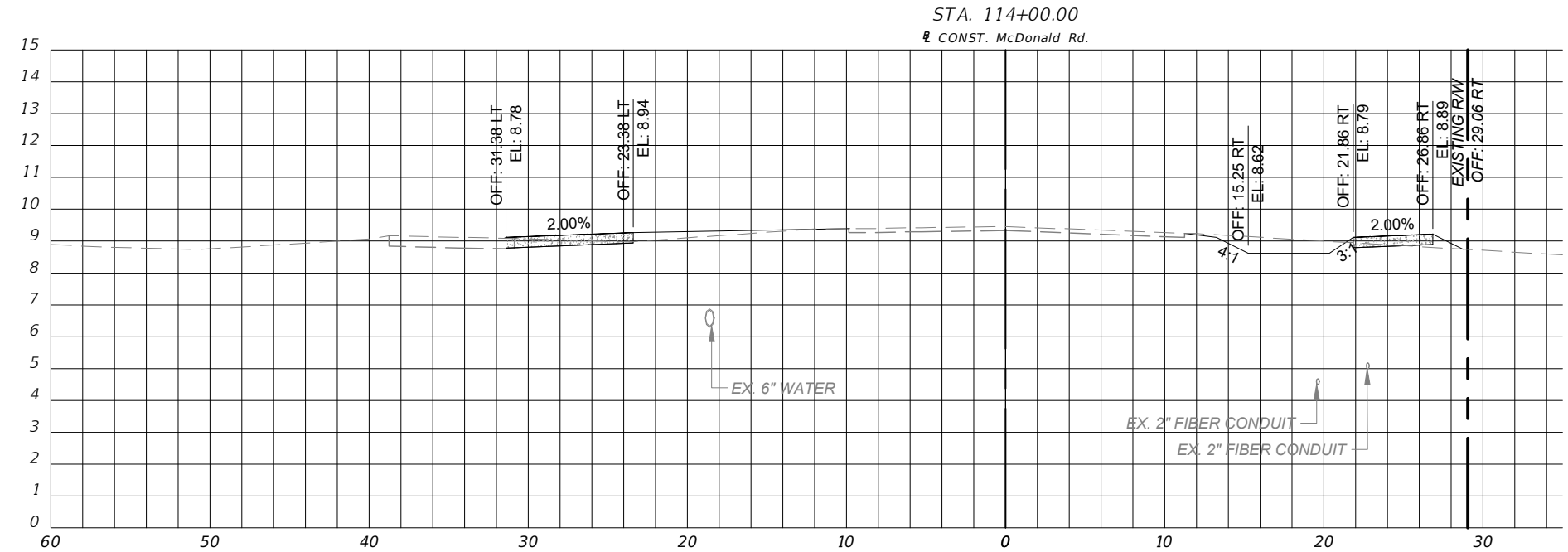


McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

CROSS SECTIONS

SHEET
NO.

19

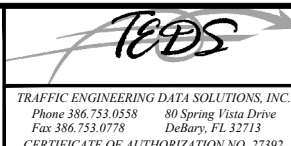


SCALE:
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CITY OF
PORT ORANGE

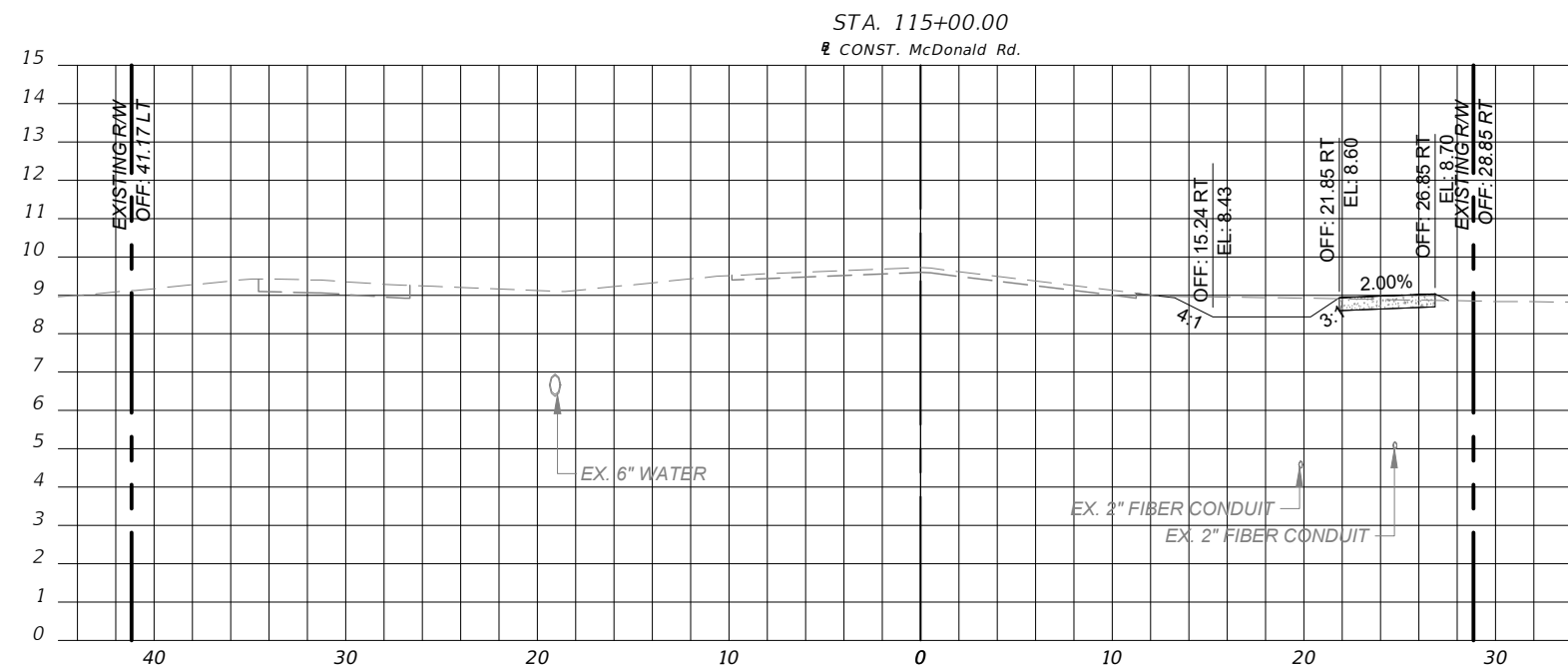


McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

CROSS SECTIONS

SHEET
NO.

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REVISIONS		
DATE	BY	DESCRIPTION
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05/17/2017	TAS	REVISED PER 05/17/2017 FDOT COMMENTS

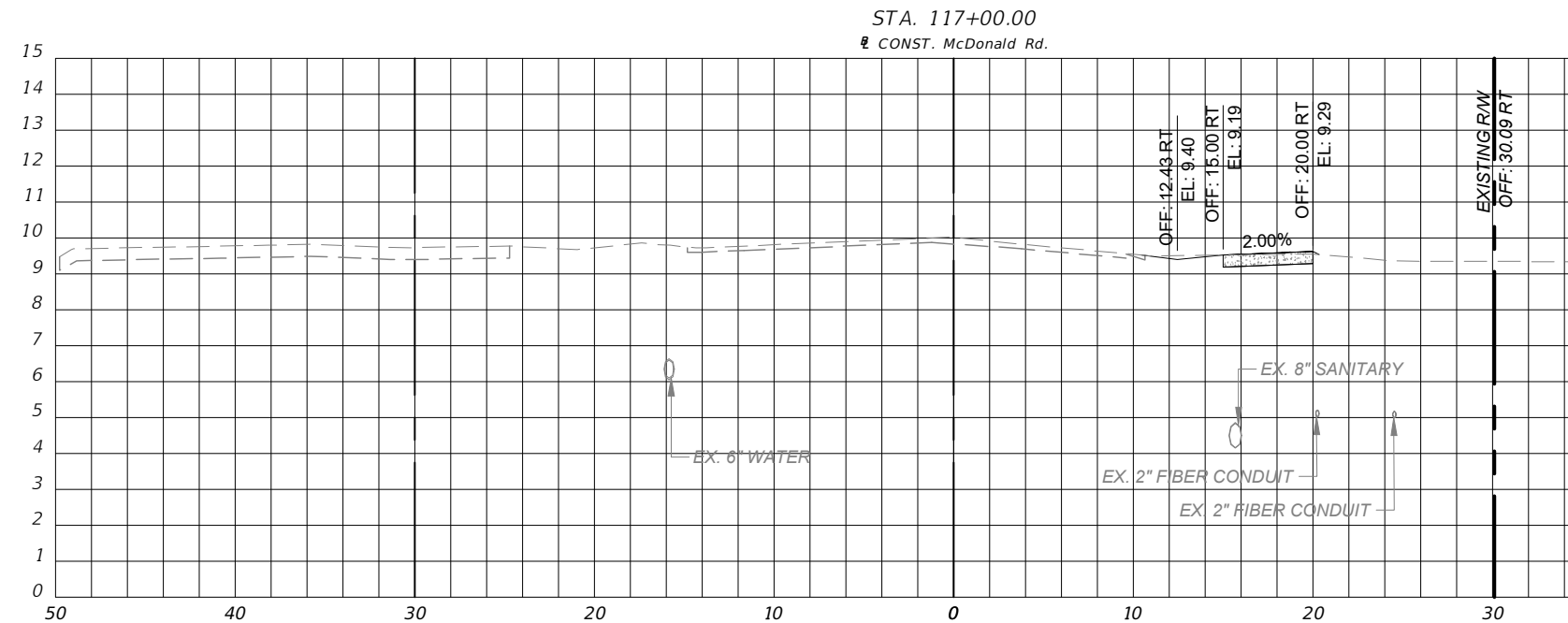
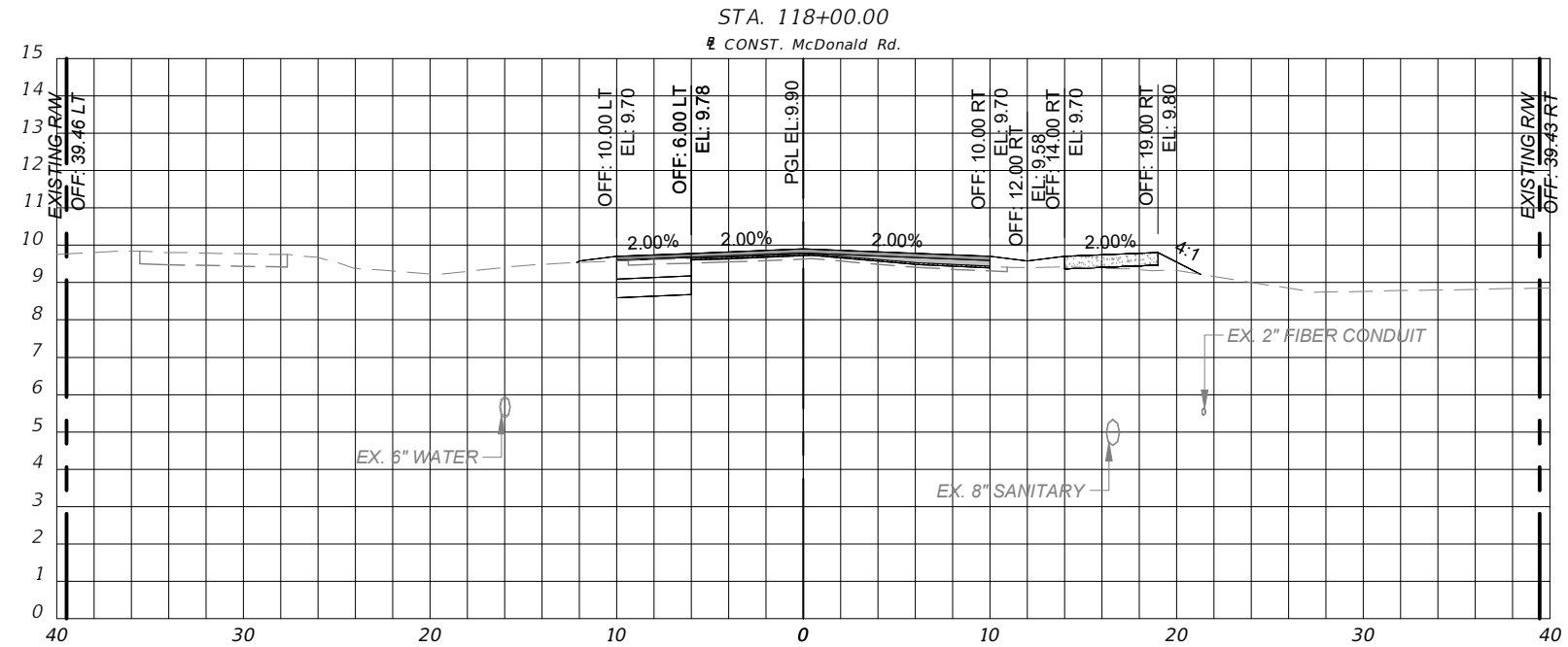


TEDS
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Phone 386.753.0558 80 Spring Vista Drive
Fax 386.753.0778 DeBary, FL 32713
CERTIFICATE OF AUTHORIZATION NO. 27392

CROSS SECTIONS

SHEET
NO.

22

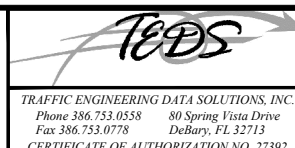


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CITY OF
PORT ORANGE

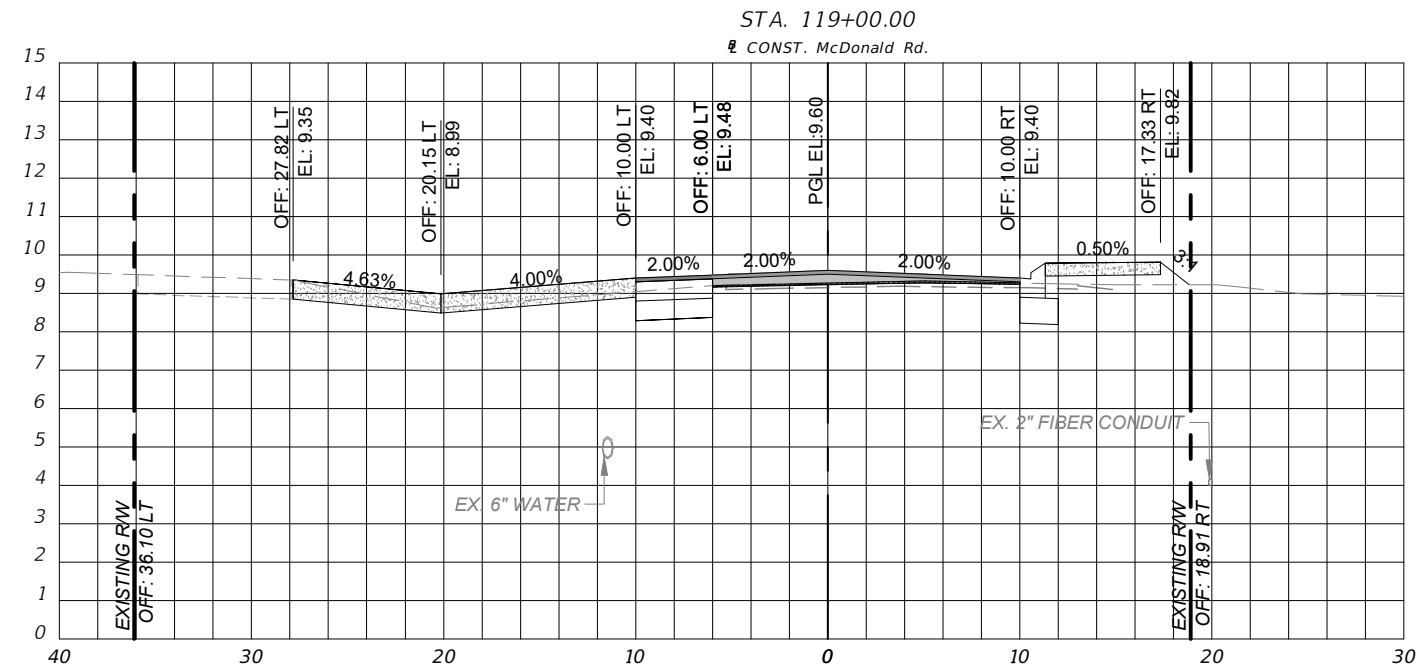
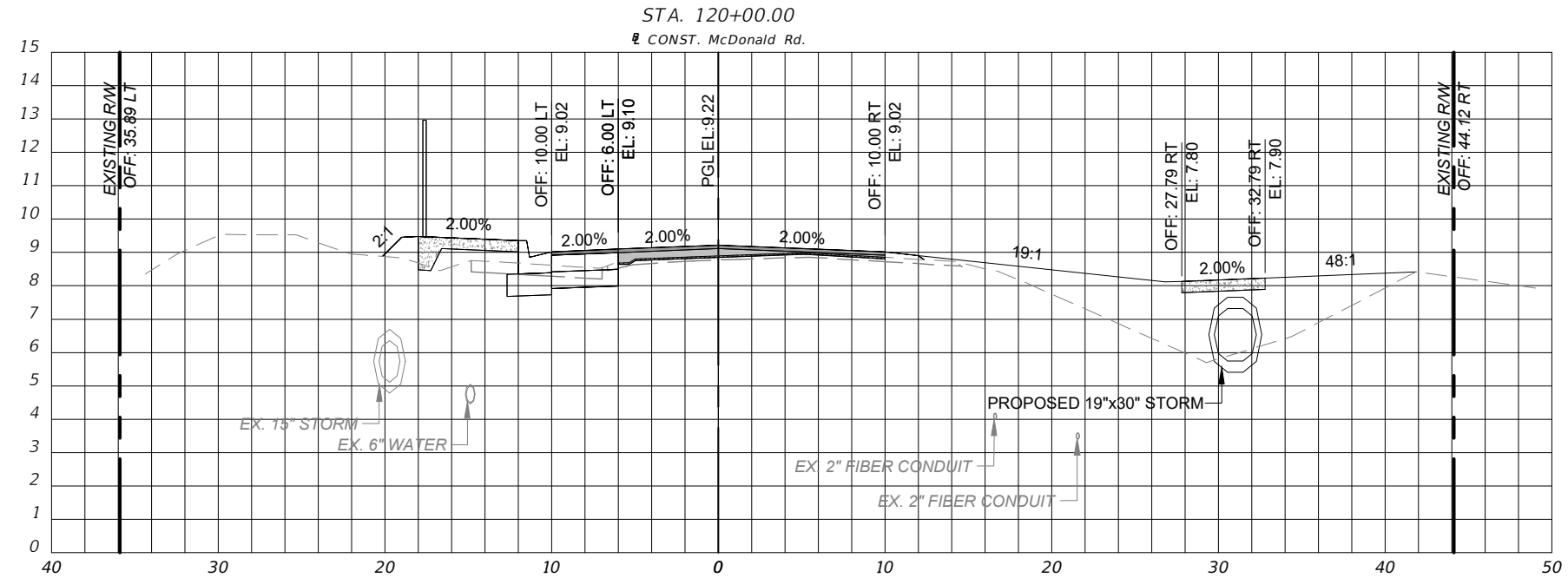


McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

CROSS SECTIONS

SHEET
NO.

23

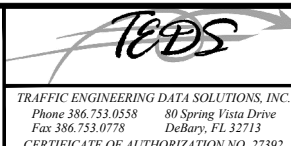


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CITY OF
PORT ORANGE

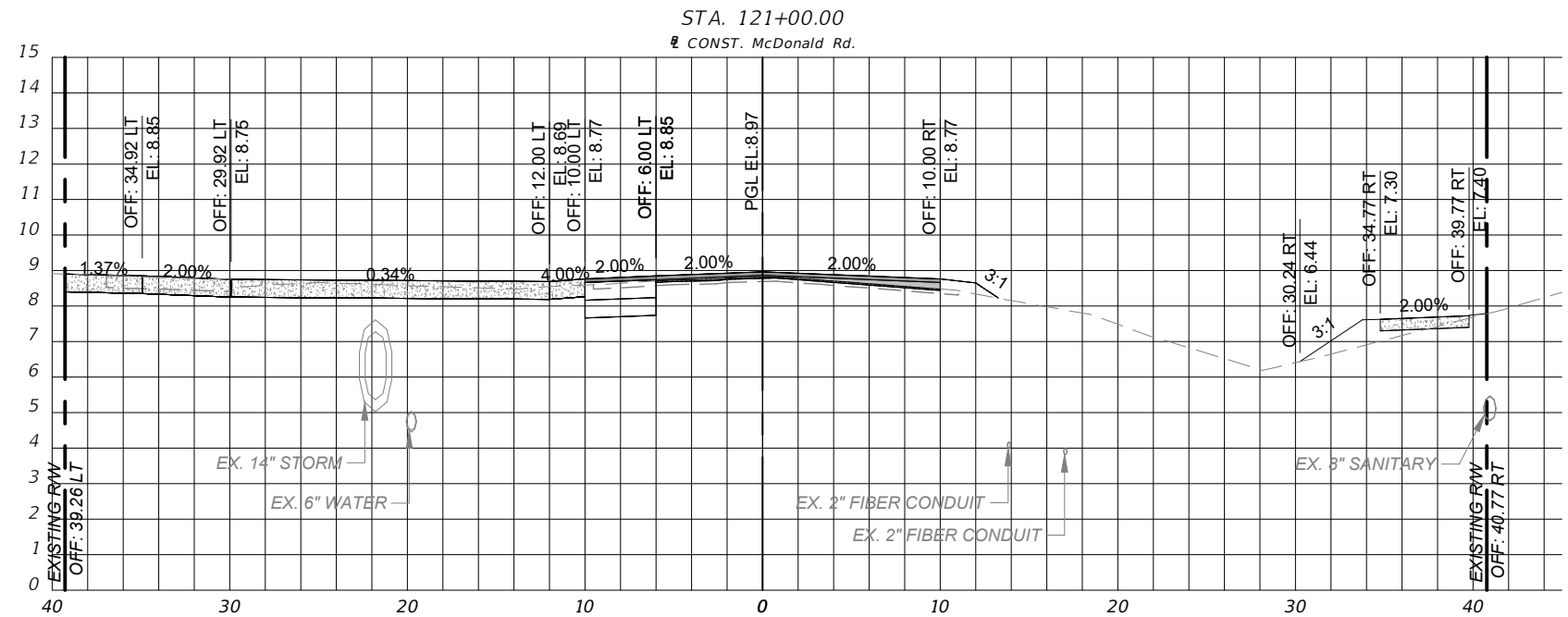
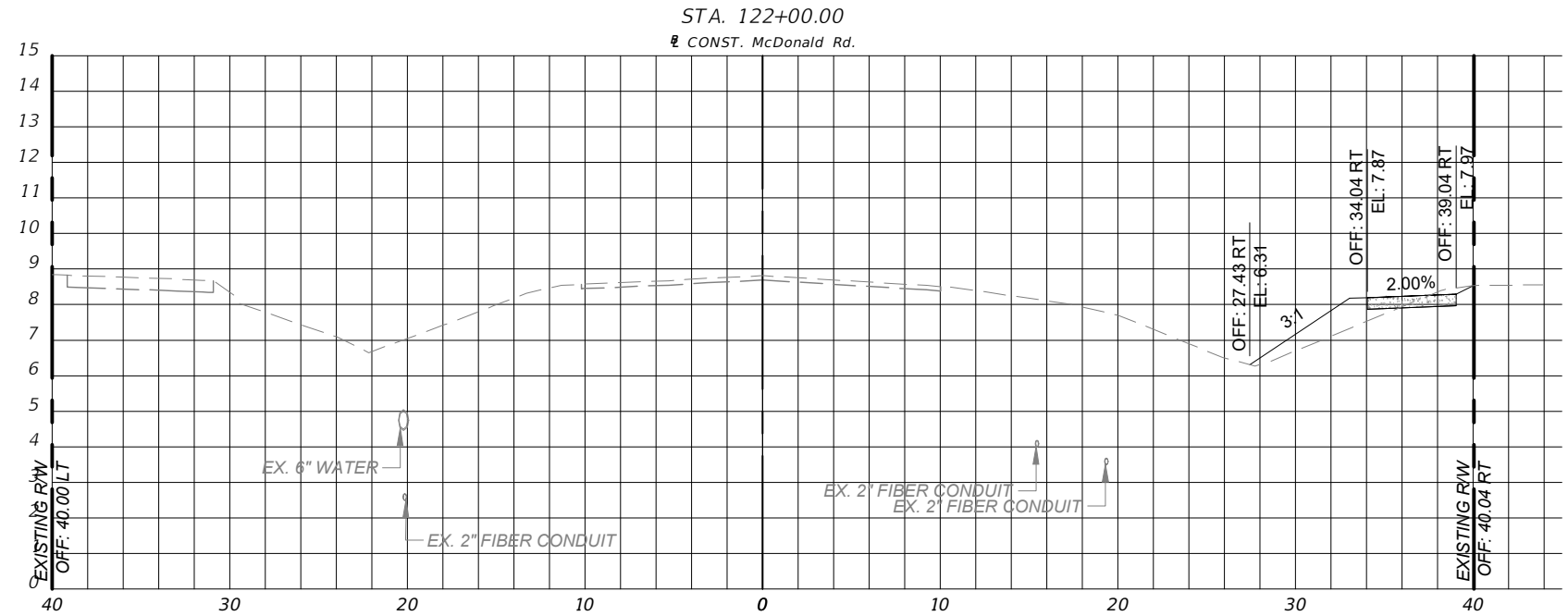


McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

CROSS SECTIONS

SHEET
NO.

24

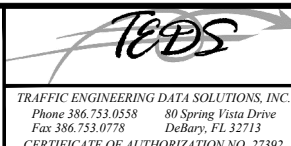


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CITY OF
PORT ORANGE

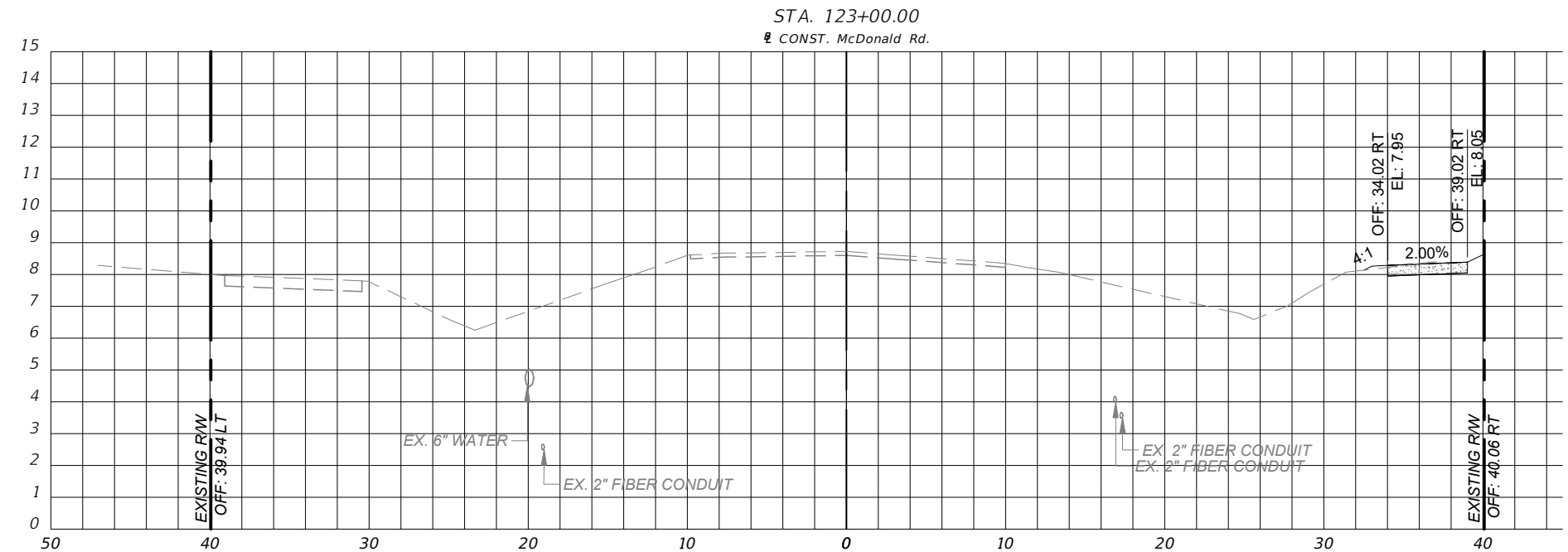
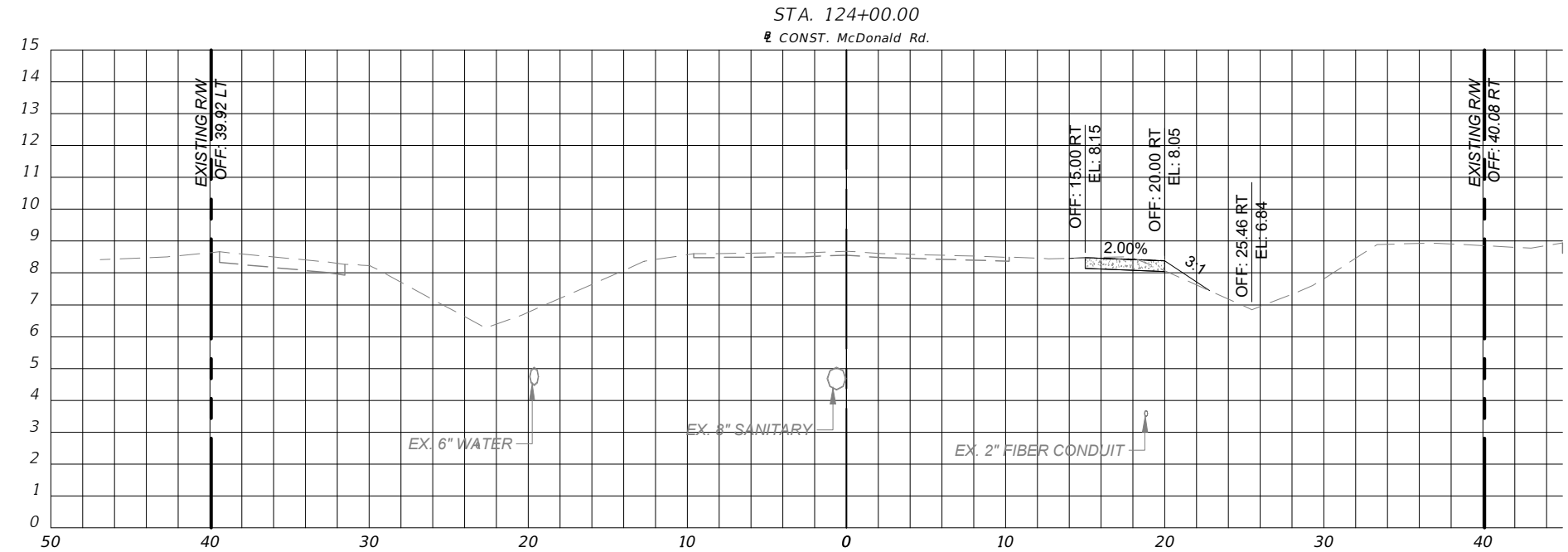


McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

CROSS SECTIONS

SHEET
NO.

25

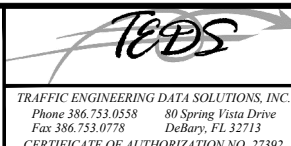


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CITY OF
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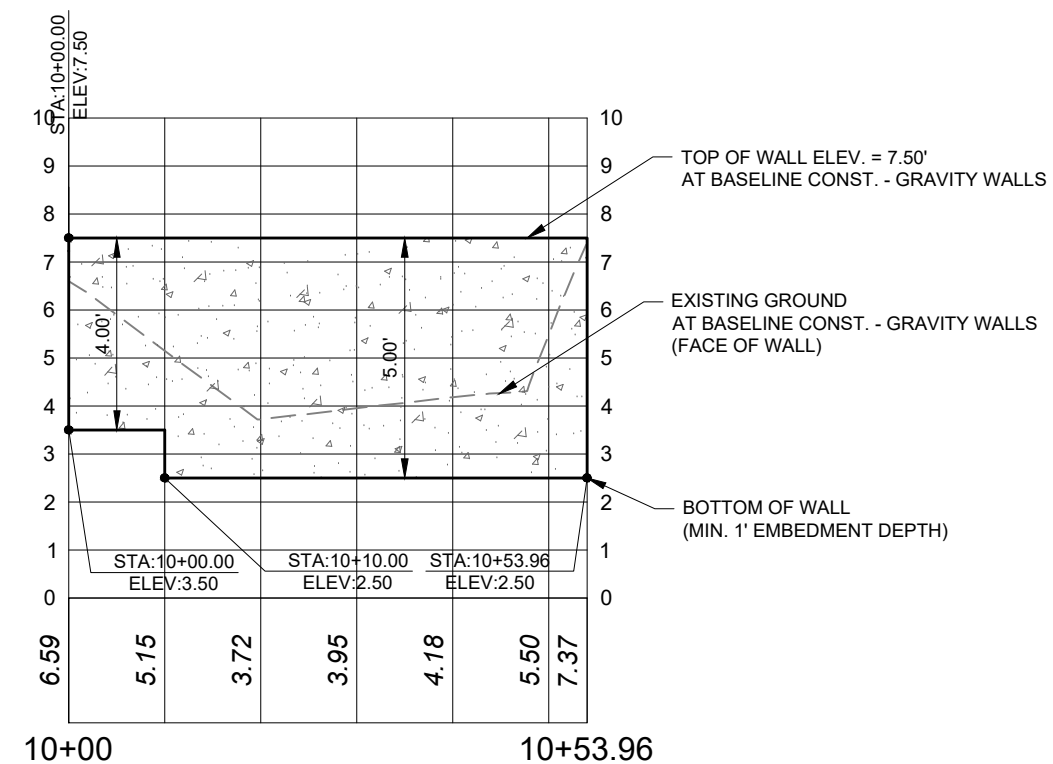
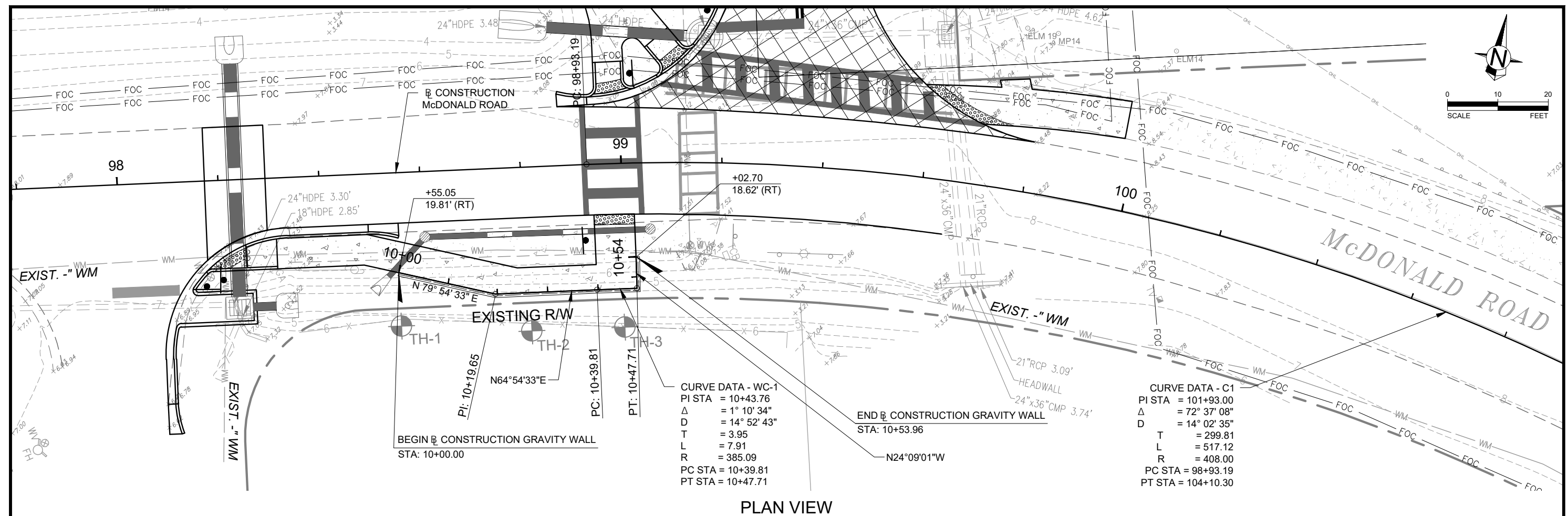


McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

CROSS SECTIONS

SHEET
NO.

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PROFILE VIEW

GRAVITY WALL NOTES

1. GRAVITY WALL TO BE CONSTRUCTED PER FDOT INDEX No. 6011, SCHEME 1.
2. GRAVITY WALL TO BE CONSTRUCTED WITH ALUMINUM PIPE GUIDERAIL PER FDOT INDEX No. 870.
3. CONTRACTOR TO VERIFY LOCATION OF EXISTING WATER MAINS AT ONSET OF CONSTRUCTION TO ENSURE THERE ARE NO CONFLICTS WITH THE PROPOSED GRAVITY WALL.

SCALE:
1" = 20' HORIZ.
1" = 4' VERT.

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CITY OF
PORT ORANGE

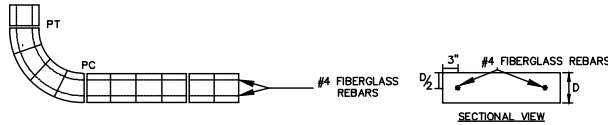


McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

GRAVITY WALL DETAILS

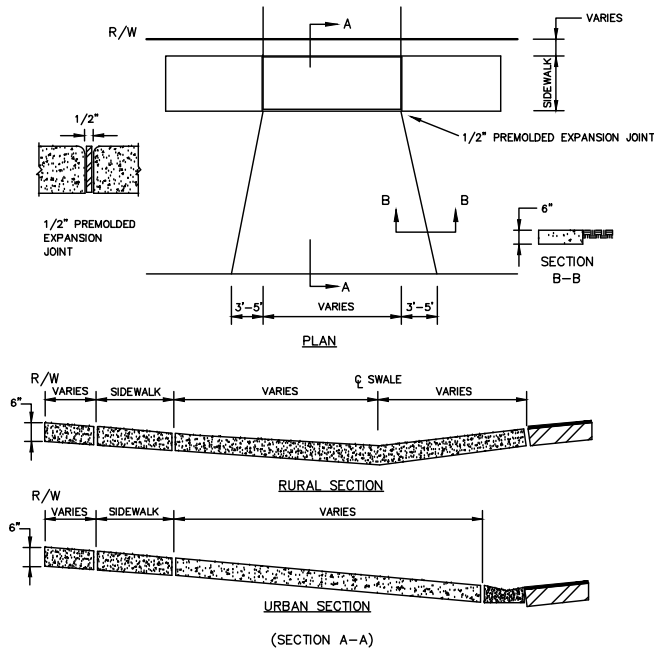
SHEET
NO.

27



- THIS DETAIL PROVIDES REQUIREMENTS FOR SIDEWALK CONSTRUCTION ON THIS PROJECT, WHICH SUPERSEDES AND/OR SUPPLEMENT THE PARAMETERS SET IN FDOT SPECIFICATIONS.
- SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH FIBERGLASS REINFORCEMENT, HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
- 2-#4 CONTINUOUS FIBERGLASS BARS (6" OVERLAP REQUIRED) SHALL BE INSTALLED LONGITUDINALLY. 3" FROM THE EDGE OF ALL BIKEPATHS AND SIDEWALKS, TO CONTROL DIFFERENTIAL MOVEMENT AT JOINTS.

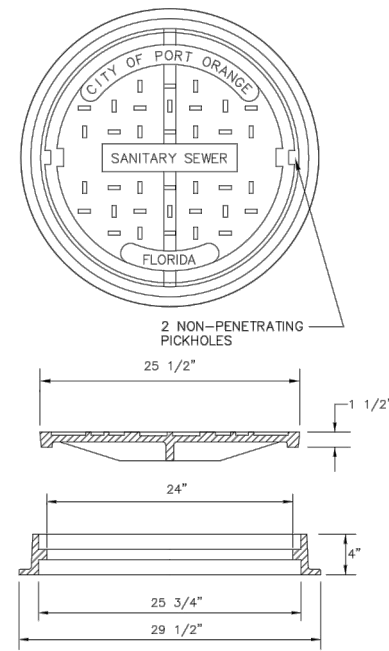
PORT ORANGE SIDEWALK CONSTRUCTION REQUIREMENTS



NOTES:

- CONCRETE DRIVEWAY APRON SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH FIBERGLASS REINFORCEMENT, AND A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS.
- CONTRACTOR SHALL GRADE ALL RURAL SECTION DRIVEWAYS WITH A VALLEY TO DIRECT RUNOFF TO THE ADJACENT SLOTTED AREAS, WITH WARPING AS NECESSARY, IN ORDER TO ENSURE POSITIVE FLOW IS MAINTAINED, AND THAT RUNOFF WILL NOT ACCUMULATE ON AREAS OF ASPHALT OR CONCRETE PAVING.

PORT ORANGE DRIVEWAY CONSTRUCTION REQUIREMENTS



- NOTES:
- MATERIAL: ASTM-A48 CLASS 35B GRAY IRON
 - RING WT.: 85 LBS. APP
 - COVER WT: 120 LBS. APP.

STANDARD CONSTRUCTION DETAIL SANITARY SEWER COVER & GENERAL NOTES

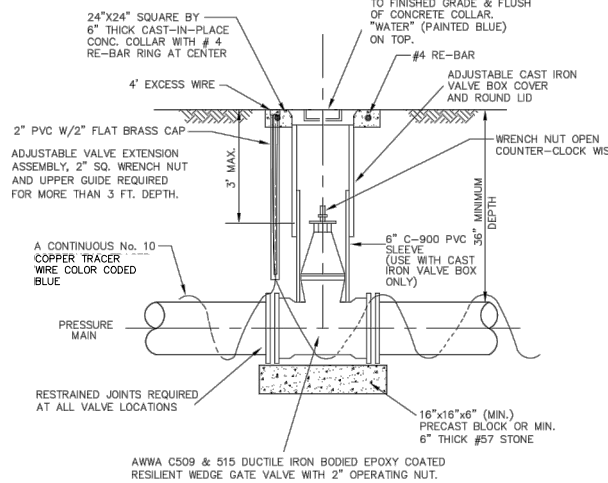
REV. 12/08

FILE NAME:

S7.DWG

DETAIL REF:

S-7



NOTE:

- BOLT VALVES TO TEE OR CROSS WHEREVER AND WHENEVER APPLICABLE.
- A CONTINUOUS TRACER WIRE TO BE COLOR CODED "BLUE" FOR WATER, LAYED ON TOP IN TRENCH
- GATE VALVE WEDGE SHALL BE COMPLETELY ENCAPSULATED WITH EPDM RUBBER.
- ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MIN. 316 STAINLESS STEEL GRADE.



STANDARD CONSTRUCTION DETAIL POTABLE WATER VALVE AND VALVE BOX (4" - 16" VALVE SIZES)

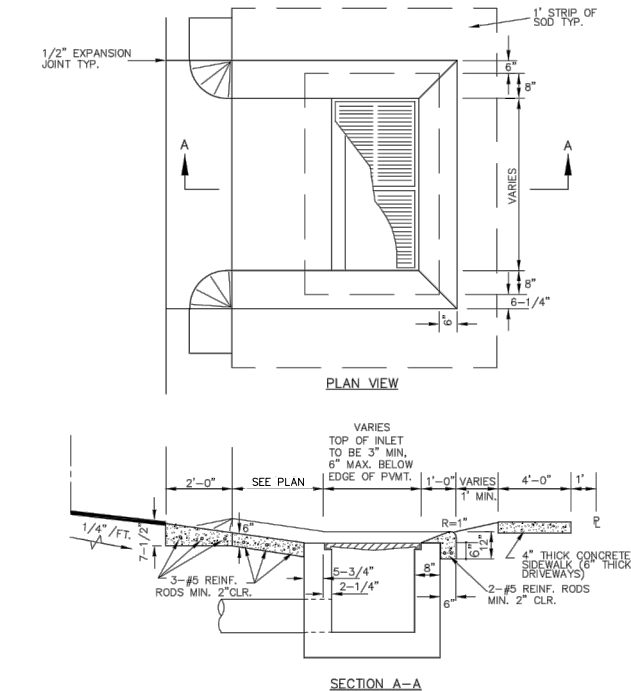
REV. 12/08

FILE NAME:

W5.DWG

DETAIL REF:

W-5



STANDARD CONSTRUCTION DETAIL STORM INLET APRON

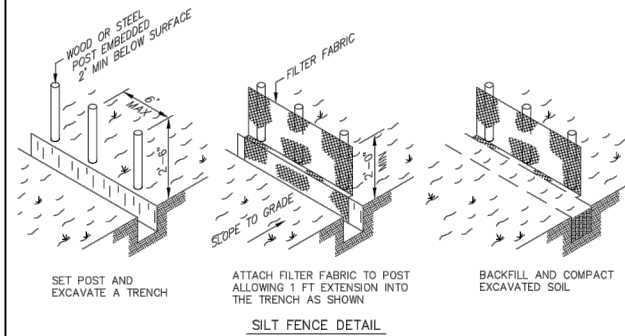
REV. 12/08

FILE NAME:

ST1.DWG

DETAIL REF:

ST-1



NOTES:

- CONTRACTOR SHALL PROVIDE SILT FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
- CONTRACTOR SHALL ROUGH GRADE STORM- WATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
- CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF PORT ORANGE AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, AND THE SJRWMD.
- CONTRACTOR WILL BE ALLOWED TO USE A SMALL PIECE OF EQUIPMENT UP TO THE SIZE AND WEIGHT OF A D-3 DOZER TO CLEAR A NARROW PATH TO INSTALL THE SILT FENCE.



STANDARD CONSTRUCTION DETAIL SILT FENCE TURBIDITY BARRIER

REV. 12/08

FILE NAME:

R22.DWG

DETAIL REF:

R-22

REVISIONS		
DATE	BY	DESCRIPTION
07/08/2016	TAS	REVISED PER FDOT & CITY OF PORT ORANGE COMMENTS
10/19/2016	TAS	REVISED PER 10/11/2016 FDOT ERC COMMENTS
11/18/2016	TAS	REVISED PER 10/24/2016 FDOT ERC COMMENTS
03/06/2017	TAS	UPDATED FOR BIDDING
04/12/2017	TAS	REVISED PER 03/24/2017 FDOT ERC COMMENTS
05/10/2017	TAS	REVISED PER 05/05/2017 FDOT ERC COMMENTS
05/17/2017	TAS	REVISED PER 05/17/2017 FDOT COMMENTS



CITY OF
PORT ORANGE

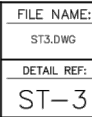
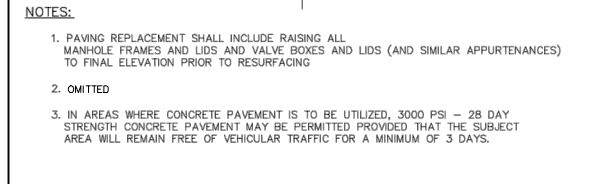


McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 435500-1-58-01

CONSTRUCTION DETAILS

SHEET
NO.

28



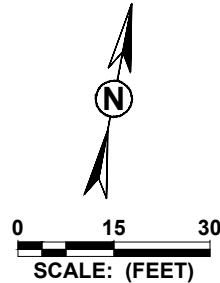
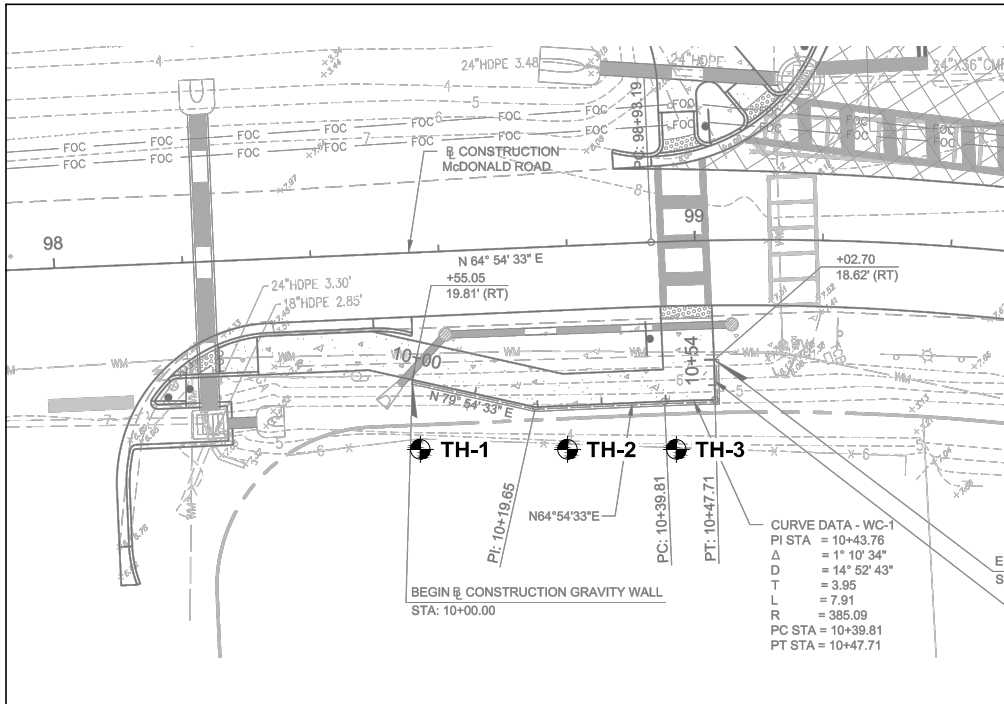
CITY OF
PORT ORANGE



CONSTRUCTION DETAILS

SHEET
NO.

29



LEGEND					
	FINE SAND		CLAYEY FINE SAND		SILTY CLAYEY FINE SAND
	SILTY FINE SAND		GRAVEL		ORGANIC TOPSOIL

- TH STANDARD PENETRATION TEST (SPT) BORING
N STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT
▼ GROUNDWATER LEVEL MEASURED ON DATE DRILLED
NM NATURAL MOISTURE CONTENT IN PERCENT (FM 1-T 265)
-200 PERCENT PASSING NO. 200 SIEVE SIZE (PERCENT FINES)(FM I-T 88)
OC ORGANIC CONTENT IN PERCENT (ASTM D-2974)
SP,SP-SM UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D-2487)
SM,SC,CH

STANDARD PENETRATION TEST DATA:
SPOON I.D.= 1.375"
SPOON O.D.= 2.0"
HAMMER DROP= 30"
HAMMER WEIGHT= 140 lbs.
HAMMER TYPE= AUTOMATIC

ENGINEERING CLASSIFICATION

COHESIONLESS SOILS	
DESCRIPTION	BLOW COUNT "N"
VERY LOOSE	0 TO 4
LOOSE	4 TO 10
MEDIUM DENSE	10 TO 30
DENSE	30 TO 50
VERY DENSE	>50

- NOTES:
- THE BORING LOCATION PLAN WAS OBTAINED FROM TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
 - UPON COMPLETION OF EACH BORING, THE BOREHOLE WAS GROUTED WITH PORTLAND CEMENT GROUT.
 - ALL SPT BORINGS WERE PERFORMED USING A SAFETY HAMMER IN THE UPPER 10 FEET AND AN AUTOMATIC HAMMER BELOW 10 FEET TO THE BORING TERMINATION DEPTH. AUTOMATIC HAMMER N-VALUES MAY BE CONVERTED TO EQUIVALENT SAFETY HAMMER N-VALUES BY MULTIPLYING BY 1.24.

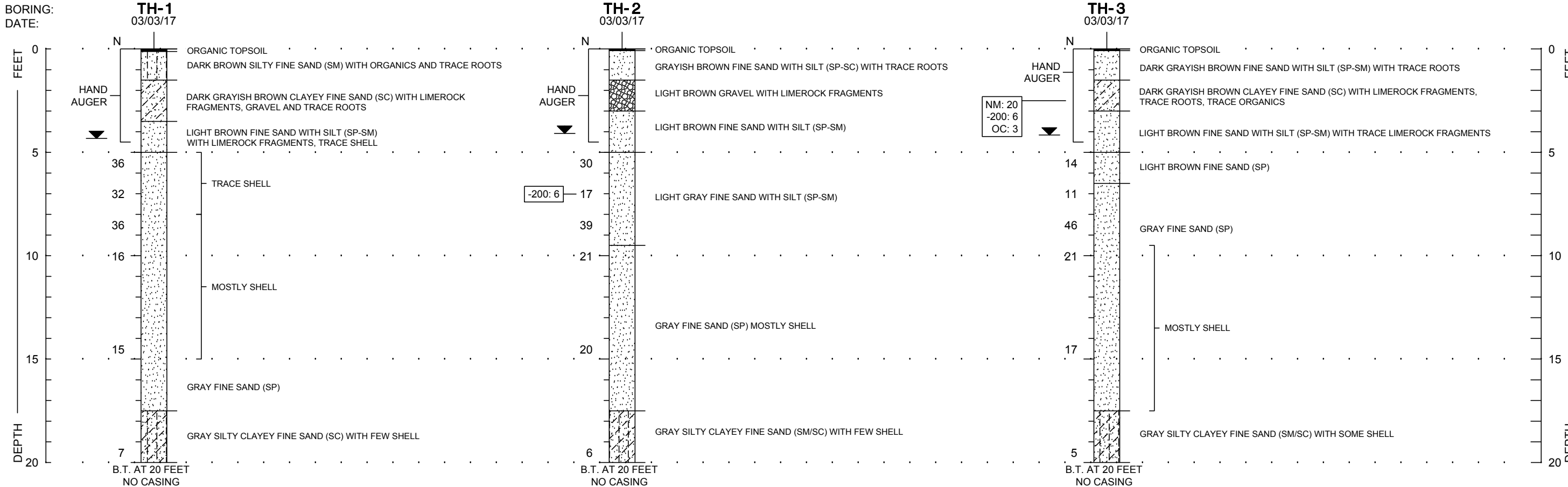
WHILE THE BORINGS ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS CHARACTERISTIC OF THE SUBSURFACE MATERIALS OF THE REGION ARE ANTICIPATED AND MAY BE ENCOUNTERED. THE BORING LOGS AND RELATED INFORMATION ARE BASED ON THE DRILLER'S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE LABORATORY. THE DELINEATION BETWEEN SOIL TYPES SHOWN ON THE LOGS IS APPROXIMATE AND THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED BORING LOCATIONS ON THE PARTICULAR DATE DRILLED.
GROUNDWATER ELEVATIONS SHOWN ON THE BORING LOGS REPRESENT GROUNDWATER SURFACES ENCOUNTERED ON THE DATES SHOWN. FLUCTUATIONS IN WATER TABLE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.

ENVIRONMENTAL CLASSIFICATION

SUBSTRUCTURE:
CONCRETE: MODERATELY AGGRESSIVE (FDOT CORROSION MAPS)
STEEL: MODERATELY AGGRESSIVE (FDOT CORROSION MAPS)

SHELL CONTENT

TRACE: <5%
FEW: 5 TO 10%
LITTLE: 15 TO 25%
SOME: 30 TO 45%
MOSTLY: 50 TO 100%



REVISIONS						DRAWN BY: CD CHECKED BY: ZCB DESIGNED BY: CD CHECKED BY: ZCB	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE: REPORT OF SPT BORINGS FOR GRAVITY WALL MCDONALD ROAD SIDEWALK PORT ORANGE, VOLUSIA COUNTY, FLORIDA	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
								VOLUSIA			



CITY OF PORT ORANGE

VOLUSIA COUNTY, FLORIDA

BID No.

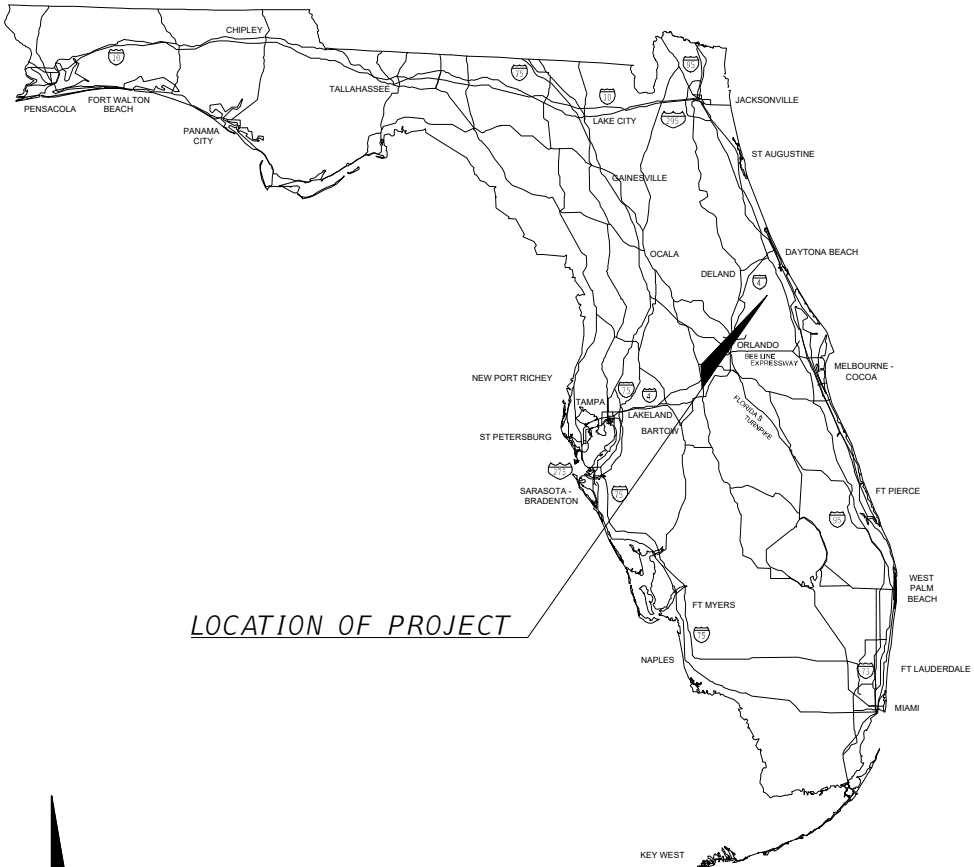
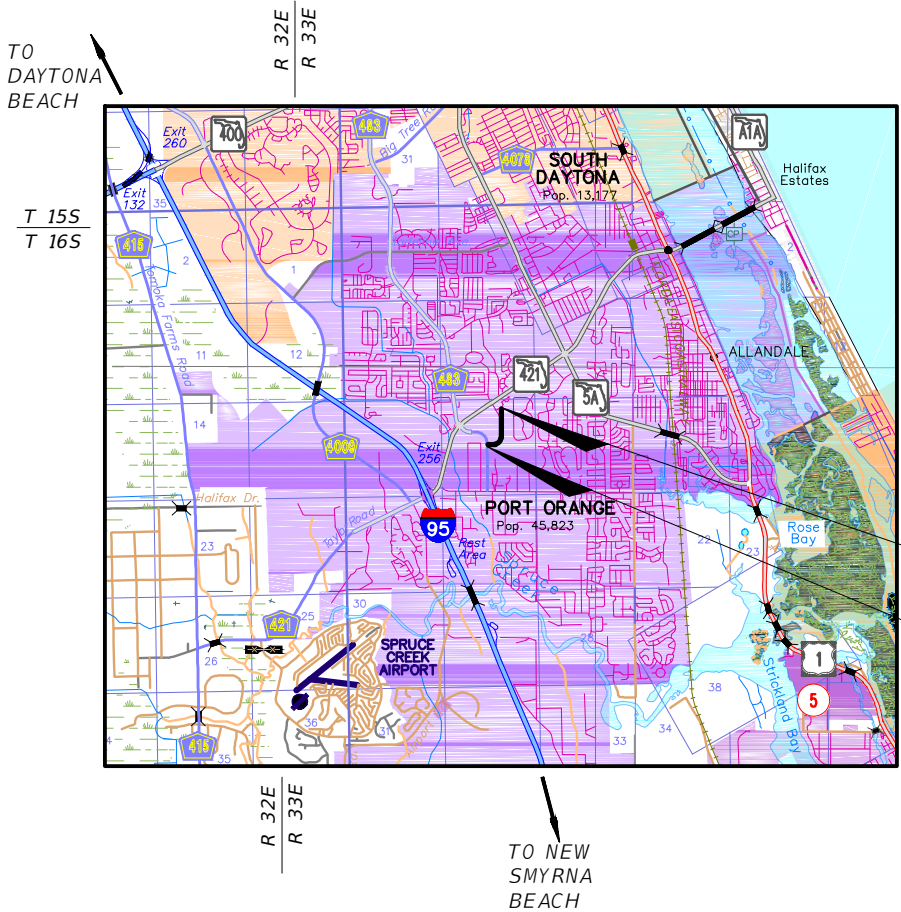
VICTORIA GARDENS BLVD SIDEWALK FROM
CLYDE MORRIS BLVD TO APPELVIEW WY

FPID: 435536-1-58-01

FAN: D517-017-B

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTIONS
5 - 9	ROADWAY PLANS
10 - 17	CROSS SECTIONS
18	CONSTRUCTION DETAILS
19	STORMWATER POLLUTION PREVENTION PLAN NOTES



LOCATION OF PROJECT



ROADWAY PLANS
ENGINEER OF RECORD:

MIKAL R. HALE, P.E.
P.E. NO.:58048
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713
CERTIFICATE OF AUTHORIZATION NO.: 27392

GOVERNING DESIGN STANDARDS:
Florida Department of Transportation, FY2017-2018 Design Standards
eBook (DSeB) and applicable Design Standards Revisions (DSRs) at the
following website:
<http://www.fdot.gov/roadway/DS/18/STDs.shtm>

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, JULY, 2017 Standard
Specifications for Road and Bridge Construction at the following
website:
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

REVISIONS		
DATE	BY	DESCRIPTION
02/10/2017	KAO	REVISED PER VOLUSIA COUNTY COMMENTS
03/03/2017	KAO	REVISED PER FDOT COMMENTS
03/27/2017	KAO	REVISED PER FDOT COMMENTS
05/11/2017	KAO	REVISED PER FDOT COMMENTS
05/17/2017	KAO	REVISED PER FDOT COMMENTS

FISCAL YEAR	SHEET NO.
17	01

GENERAL NOTES:

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).

2. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

3. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

4. UTILITY / AGENCY OWNERS: COMPANIES

TELEPHONE NUMBERS

CITY OF PORT ORANGE

AT&T / DISTRIBUTION

BRIGHTHOUSE NETWORKS

SUNESYS LLC

TECO PEOPLES GAS

FPL

(386) 506-5754

(386) 281-6957

(386) 566-4667

(770) 984-6832

(386) 671-2232

(407) 328-1922

5. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH FDOT STANDARD INDEX 600 SERIES; SPECIFIC ATTENTION IS DIRECTED TO FDOT STANDARD INDEX NUMBER 600, 601, 602, 603, AND 604 FOR MAINTENANCE OF VEHICULAR TRAFFIC, AND FDOT STANDARD INDEX NUMBER 660 FOR MAINTENANCE OF PEDESTRIAN TRAFFIC.

6. ANY ROAD AND/OR LANE CLOSURES REQUIRE SEPARATE PLAN REVIEW AND REQUIRE A 7-DAY ADVANCE NOTICE.

7. PROPOSED CONSTRUCTION SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE ADA COMPLIANCE HANDBOOK, LATEST EDITION, AND THE FLORIDA ACCESSIBILITY CODE.

8. THE CONTRACTOR SHALL IMPLEMENT ALL PORTIONS OF THE U.S. FISH AND WILDLIFE SERVICE "STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE," DATED AUGUST 12, 2013. A COMPLETE COPY OF THE PLAN, AND ALL REQUIRED INFORMATIONAL POSTERS AND BROCHURES, MAY BE OBTAINED FROM THE USFWS NORTH FLORIDA FIELD OFFICE WEBSITE: www.fws.gov/northflorida.

9. A SPECIES-SPECIFIC SURVEY FOR GOPHER TORTOISES HAS BEEN CONDUCTED AND FIVE (5) POTENTIALLY OCCUPIED GOPHER TORTOISE BURROWS HAVE BEEN IDENTIFIED. AS SHOWN ON THE PLANS, PROTECTIVE SILT FENCE IS REQUIRED IN FRONT OF THREE (3) OF THE POTENTIALLY OCCUPIED GOPHER TORTOISE BURROWS SINCE THEY ARE LOCATED WITHIN 25 FEET OF THE PROPOSED CONSTRUCTION. CONTRACTOR SHALL PROVIDE A GOPHER TORTOISE AUTHORIZED AGENT (AA) REGISTERED BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO BE PRESENT ON THE CONSTRUCTION SITE DURING THE INSTALLATION OF PROTECTIVE SILT FENCE.
- | REVISIONS | | |  <div>CITY OF
PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129</div> |  <div>TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
Phone 386.753.0558 80 Spring Vista Drive
Fax 386.753.0778 DeBary, FL 32713
CERTIFICATE OF AUTHORIZATION NO. 27392</div> | VICTORIA GARDENS BLVD SIDEWALK
FROM CLYDE MORRIS BLVD TO APPELVIEW WY

FPID 435536-1-58-01 | GENERAL NOTES | SHEET
NO. |
|-----------|-----|-------------------------------------|--|---|---|---------------|--------------|
| DATE | BY | DESCRIPTION | | | | | 02 |
| 2/10/2017 | KA0 | REVISED PER VOLUSIA COUNTY COMMENTS | | | | | |
| 3/03/2017 | KA0 | REVISED PER FDOT COMMENTS | | | | | |
| 3/27/2017 | KA0 | REVISED PER FDOT COMMENTS | | | | | |
| 5/11/2017 | KA0 | REVISED PER FDOT COMMENTS | | | | | |
| 5/17/2017 | KA0 | REVISED PER FDOT COMMENTS | | | | | |

SUMMARY OF PAY ITEMS			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER	LF	504
104-18	INLET PROTECTION SYSTEM	EA	4
110-1-1	CLEARING AND GRUBBING	AC	0.851
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	105
120-1	REGULAR EXCAVATION	CY	115
120-6	EMBANKMENT	CY	160
160-4	TYPE B STABILIZATION	SY	1192
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	2583
425-1711	INLETS, GUTTER, TYPE V, <10'	EA	2
425-6	VALVE BOX, ADJUST	EA	2
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	10
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	148
520-2-4	CONCRETE CURB, TYPE D	LF	897
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500 PSI)	SY	1537
527-2	DETECTABLE WARNINGS	SF	201
570-1-2	PERFORMANCE TURF, SOD	SY	2583
630-2-11	COUNDUIT, F&I, OPEN TRENCH	LF	7
632-7-2	SIGNAL CABLE, F&I	LF	7
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	AS	25
700-1-60	SINGLE POST SIGN, REMOVE	AS	15
700-12-12	SIGN BEACON, F&I, GROUND MOUNT-AC POWERED, TWO BEACONS	AS	1
700-12-60	SIGN BEACON, REMOVE BEACON - SIGN TO REMAIN	AS	1
711-11-123	THERMOPLASTIC,STANDARD,WHITE,SOLID,12"	LF	516
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	407
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	EA	1
711-16-201	THERMOPLASTIC, STD-0TH,YELLOW, SOLID, 6"	GM	0.004
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	349

PAY ITEM NOTES:

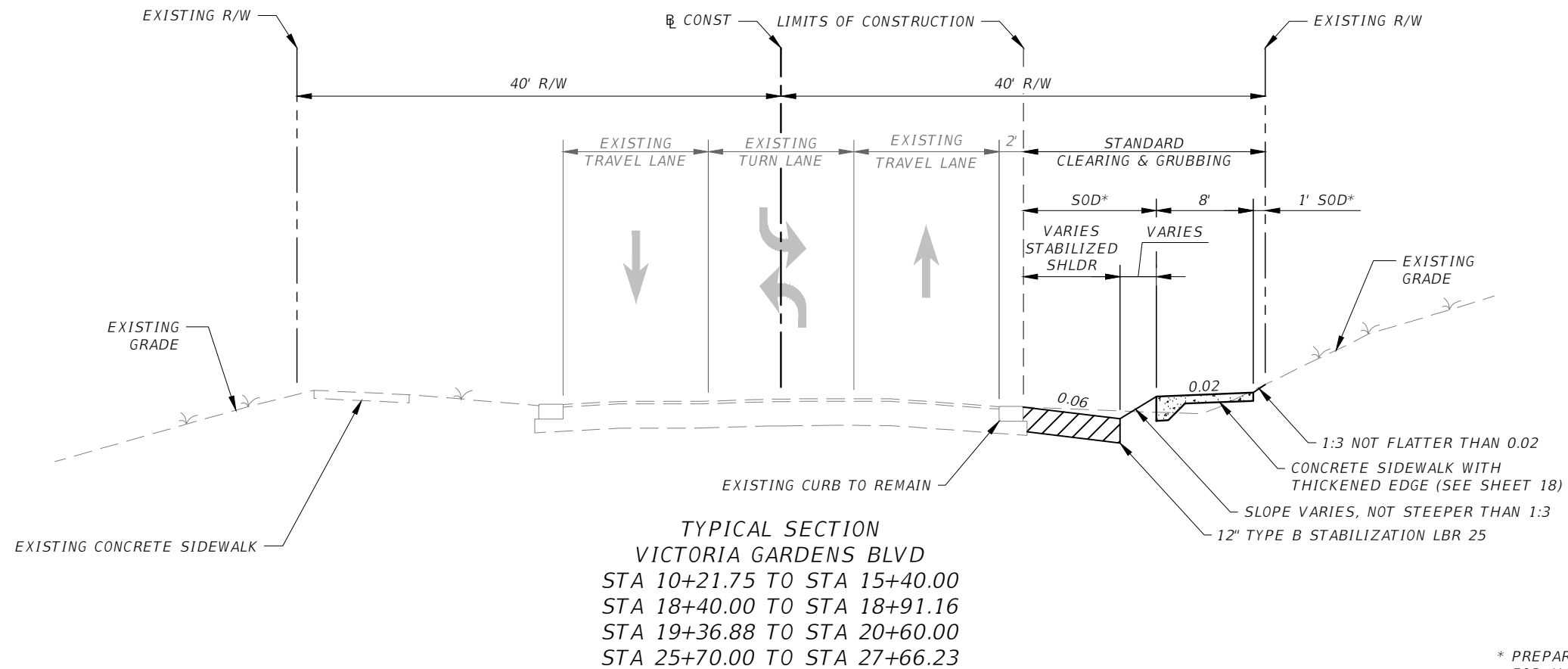
Pay Item No. 110-1-1 CLEARING & GRUBBING - Includes the cost of removal of existing asphalt pavement. Includes all costs associated with protection and removal of existing trees, as well as any pruning required to provide horizontal and vertical clearances.

Pay Item No. 570-1-2 PERFORMANCE TURF, SOD - Includes all costs for maintaining sod, including watering, mowing, and litter removal if required, until such time it is established and the project has been finally accepted.

PAY ITEM NOTES (BID ALTERNATES):

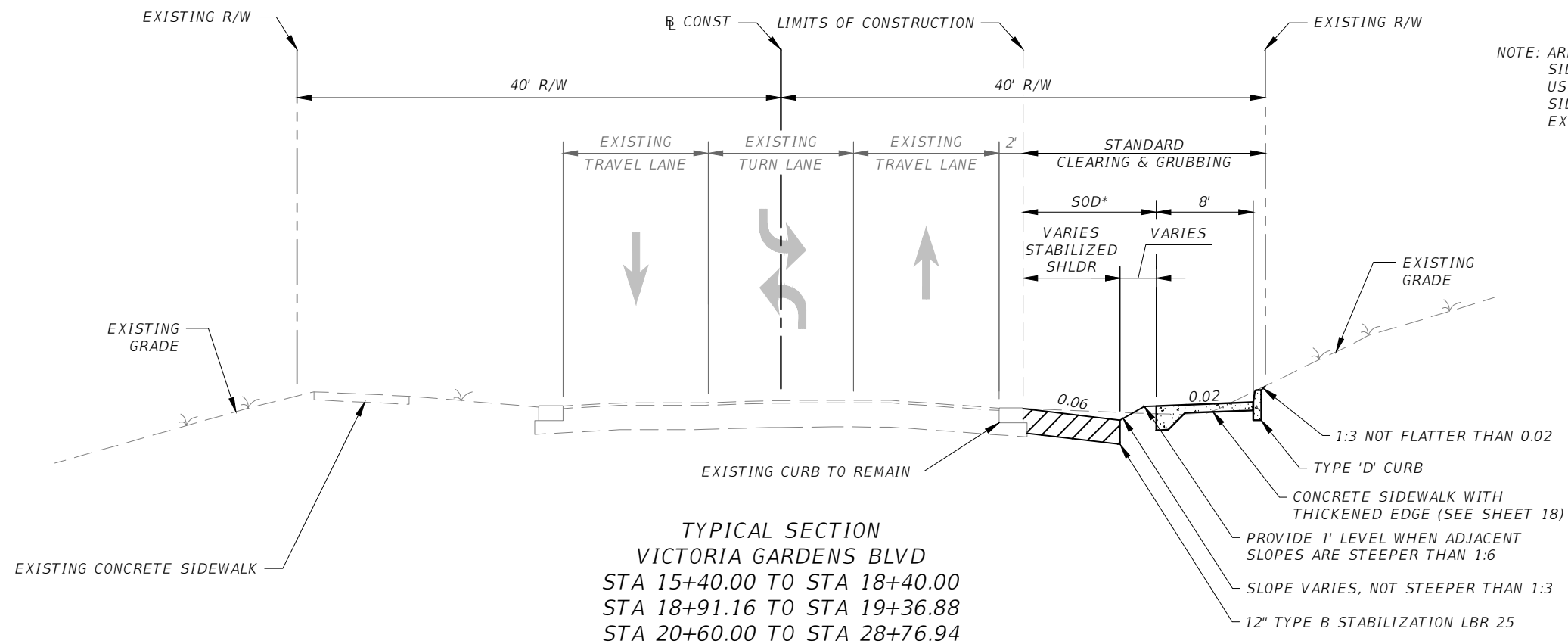
Pay Item No. 522-1 CONCRETE SIDEWALK, 4" THICK (WITH THICKENED EDGE) (WITH FIBER) (3000 PSI) - Includes all costs associated with sidewalk construction, including a thickened edge, furnishing and installing fiberglass reinforcement and utilizing concrete with a minimum 28-day compressive strength of 3,000 psi as required by the PORT ORANGE SIDEWALK CONSTRUCTION REQUIREMENTS included on Sheet 18.

ALTERNATE BID ITEMS			
522-1	CONCRETE SIDEWALK, 4" THICK (WITH THICKENED EDGE) (WITH FIBER) (3000 PSI)	SY	1537



* PREPARED SOIL LAYER TO BE PROVIDED FOR ALL AREAS TO BE SODDED

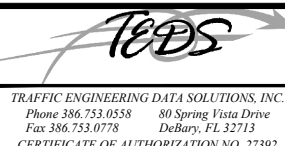
NOTE: AREAS BETWEEN ROADWAY AND SIDEWALK TO BE SODDED SHALL USE BERMUDA SOD. BEYOND SIDEWALK, SOD SHALL MATCH EXISTING TYPE



REVISIONS		
DATE	BY	DESCRIPTION
2/10/2017	KA0	REVISED PER VOLUSIA COUNTY COMMENTS
3/03/2017	KA0	REVISED PER FDOT COMMENTS
3/27/2017	KA0	REVISED PER FDOT COMMENTS
5/11/2017	KA0	REVISED PER FDOT COMMENTS
5/17/2017	KA0	REVISED PER FDOT COMMENTS



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 1000 CITY CENTER CIRCLE
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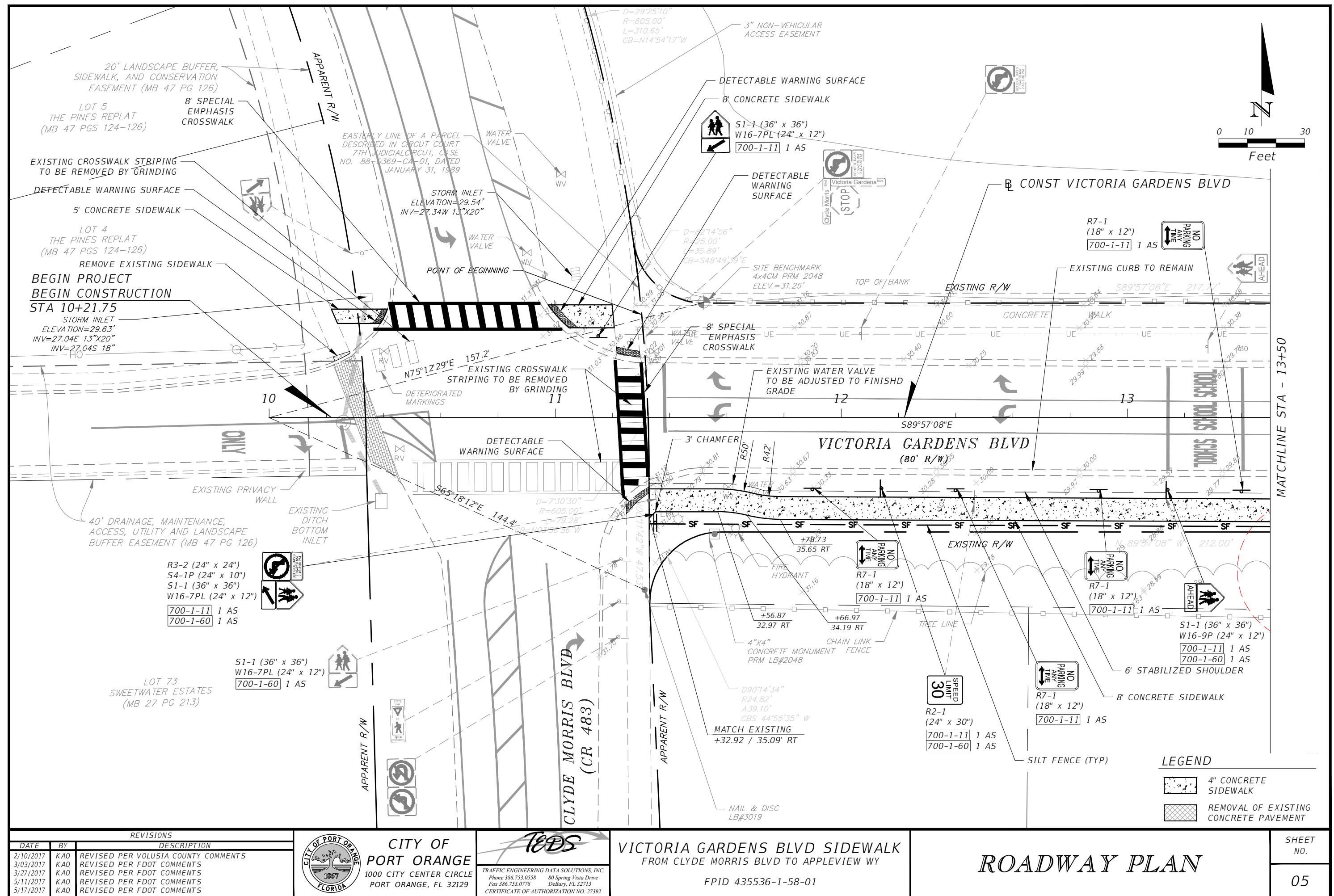
VICTORIA GARDENS BLVD SIDEWALK
 FROM CLYDE MORRIS BLVD TO APPELVIEW WY

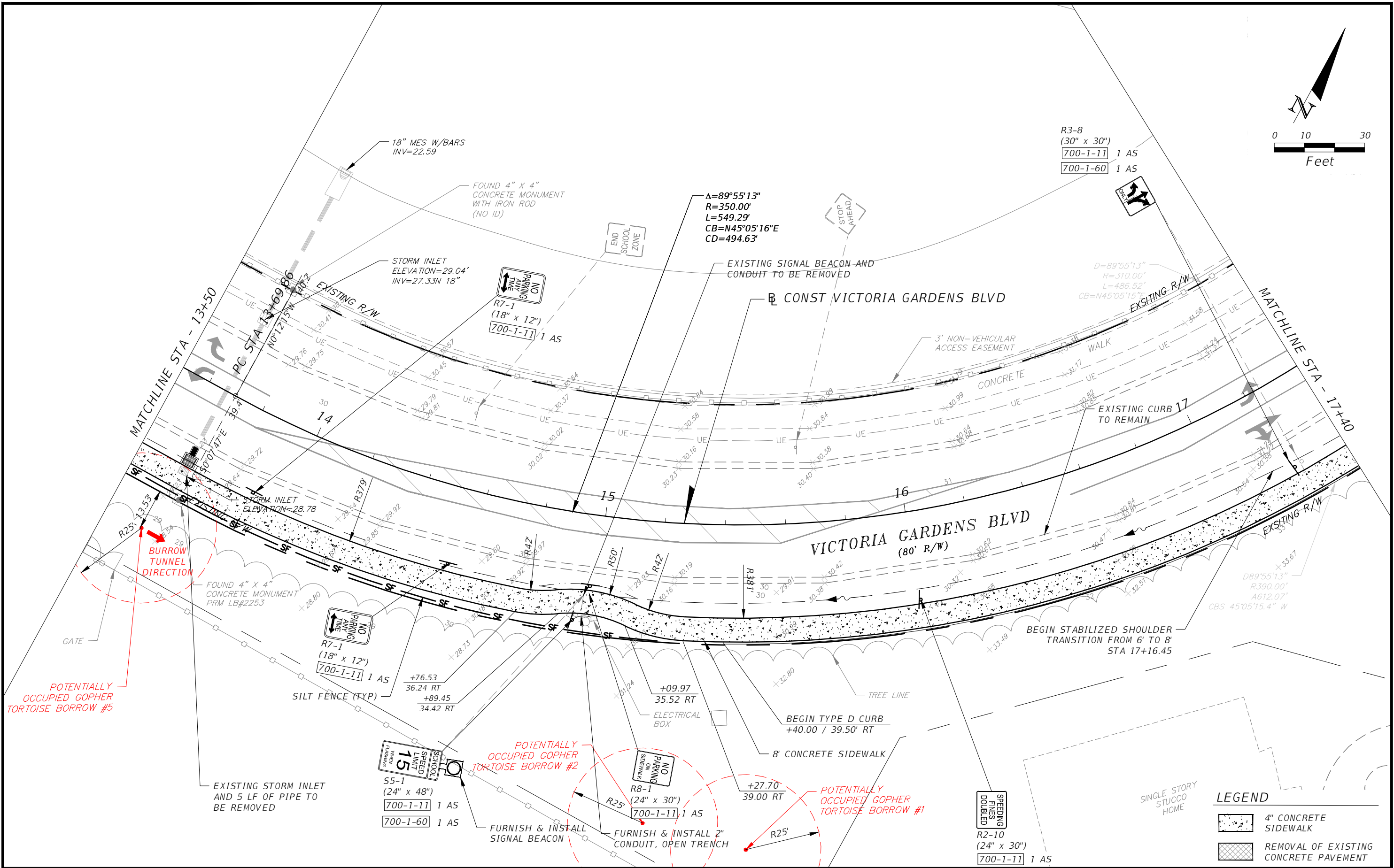
FPID 435536-1-58-01

TYPICAL SECTIONS

SHEET
NO.

04





REVISIONS		
DATE	BY	DESCRIPTION
2/10/2017	KA0	REVISED PER VOLUSIA COUNTY COMMENTS
3/03/2017	KA0	REVISED PER FDOT COMMENTS
3/27/2017	KA0	REVISED PER FDOT COMMENTS
5/11/2017	KA0	REVISED PER FDOT COMMENTS
5/17/2017	KA0	REVISED PER FDOT COMMENTS



**CITY OF
PORT ORANGE**

1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129



TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

Phone 386.753.0558 80 Spring Vista Drive
Fax 386.753.0778 DeBary, FL 32713
CERTIFICATE OF AUTHORIZATION NO. 27392

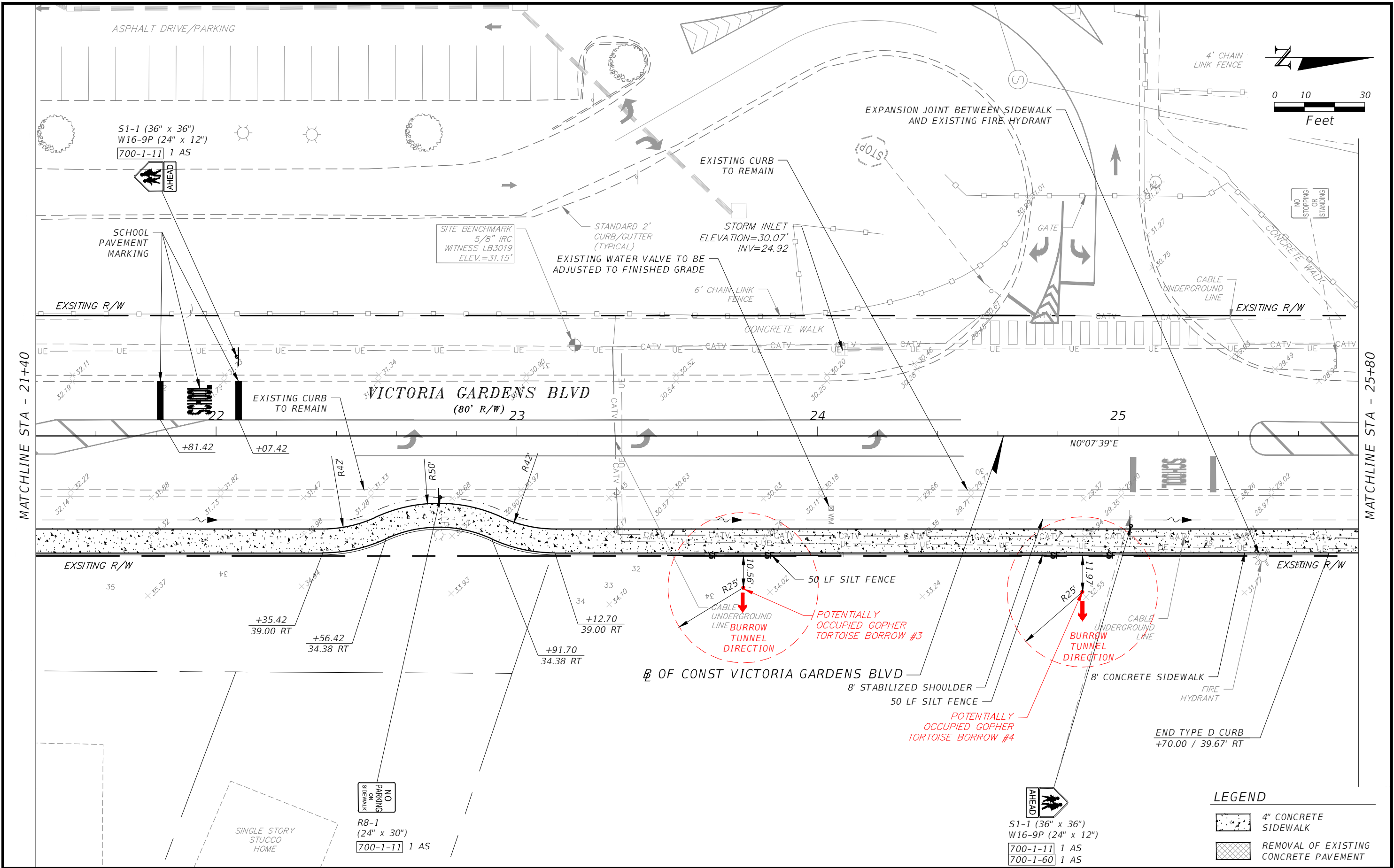
VICTORIA GARDENS BLVD SIDEWALK

FROM CLYDE MORRIS BLVD TO APPELVIEW WY

FPID 435536-1-58-01

ROADWAY PLAN

SHEET NO. 06



REVISIONS		
DATE	BY	DESCRIPTION
2/10/2017	KA0	REVISED PER VOLUSIA COUNTY COMMENTS
3/03/2017	KA0	REVISED PER FDOT COMMENTS
3/27/2017	KA0	REVISED PER FDOT COMMENTS
5/11/2017	KA0	REVISED PER FDOT COMMENTS
5/17/2017	KA0	REVISED PER FDOT COMMENTS



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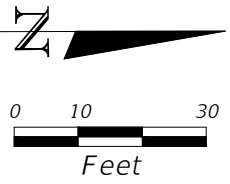
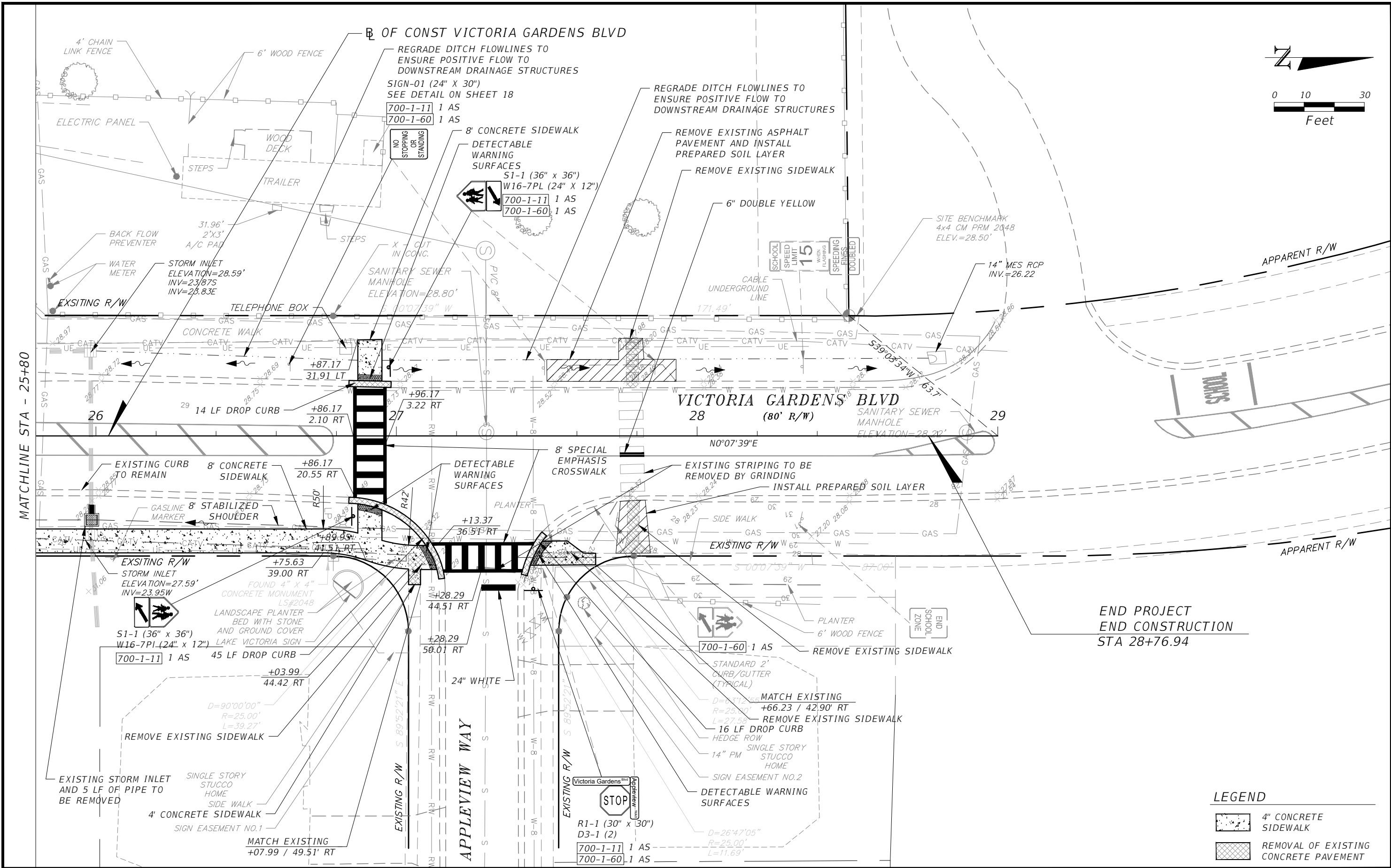
VICTORIA GARDENS BLVD SIDEWALK

FROM CLYDE MORRIS BLVD TO APPELVIEW WY

FPID 435536-1-58-01

ROADWAY PLAN

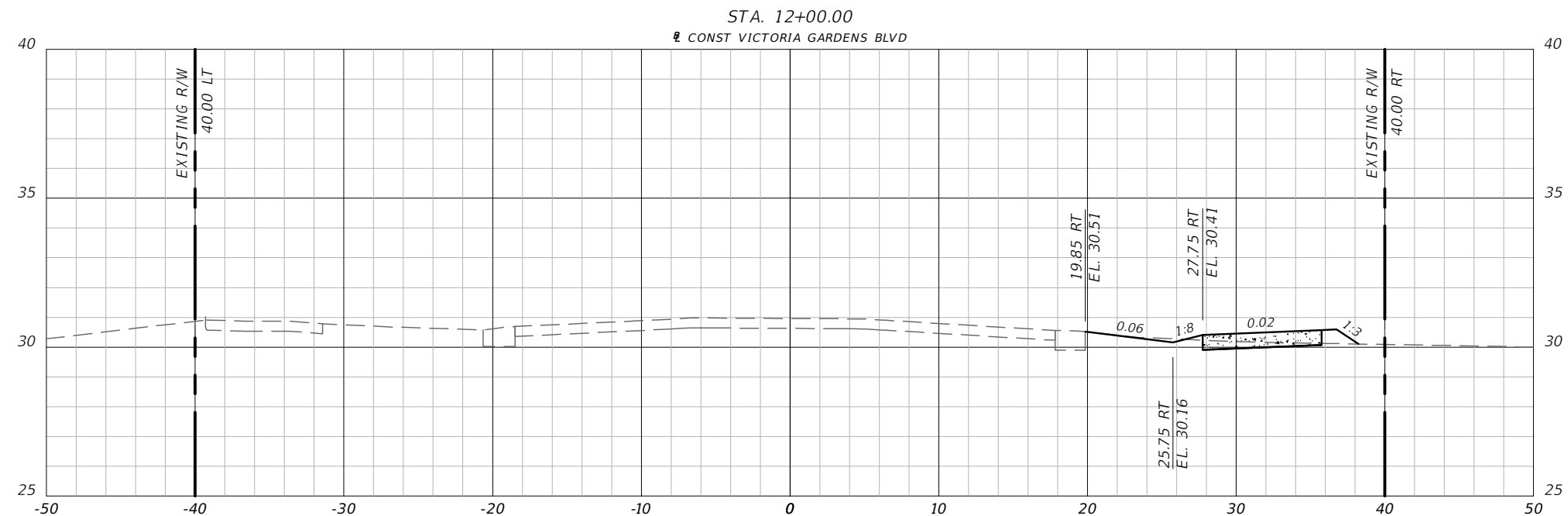
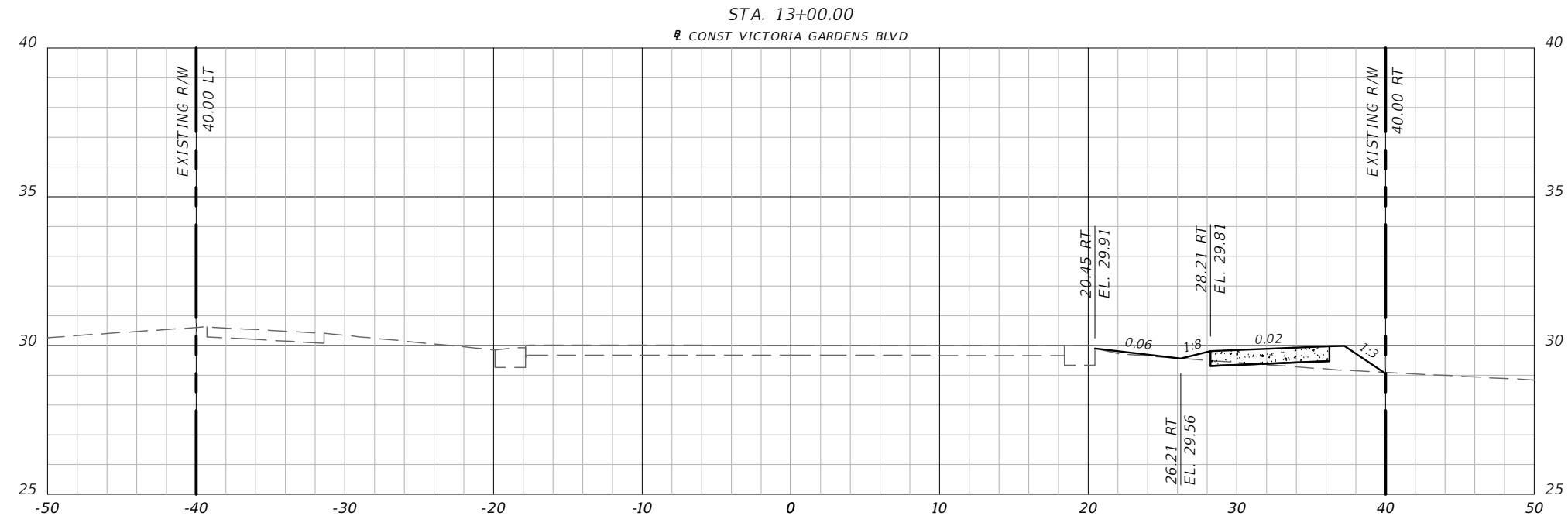
SHEET NO. 08



END PROJECT
END CONSTRUCTION
STA 28+76.94

ROADWAY PLAN

SHEET NO.
09

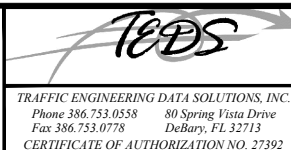


SCALE:
1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS		
DATE	BY	DESCRIPTION
2/10/2017	KA0	REVISED PER VOLUSIA COUNTY COMMENTS
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3/27/2017	KA0	REVISED PER FDOT COMMENTS
5/11/2017	KA0	REVISED PER FDOT COMMENTS
5/17/2017	KA0	REVISED PER FDOT COMMENTS



**CITY OF
PORT ORANGE**
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129



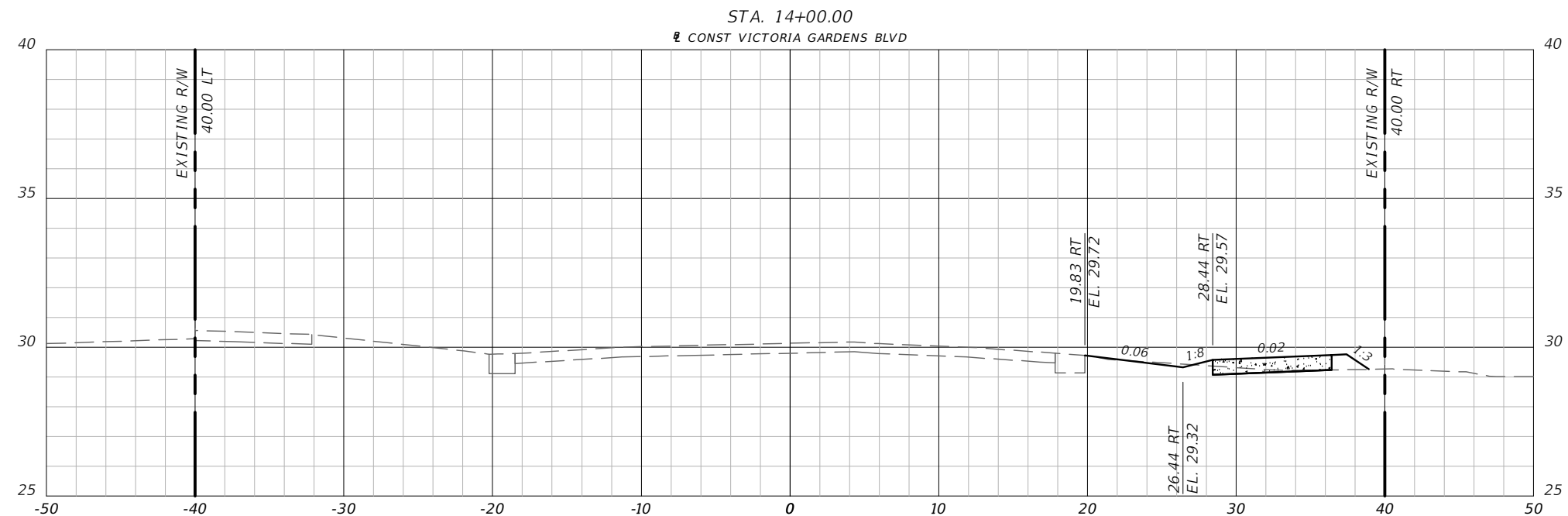
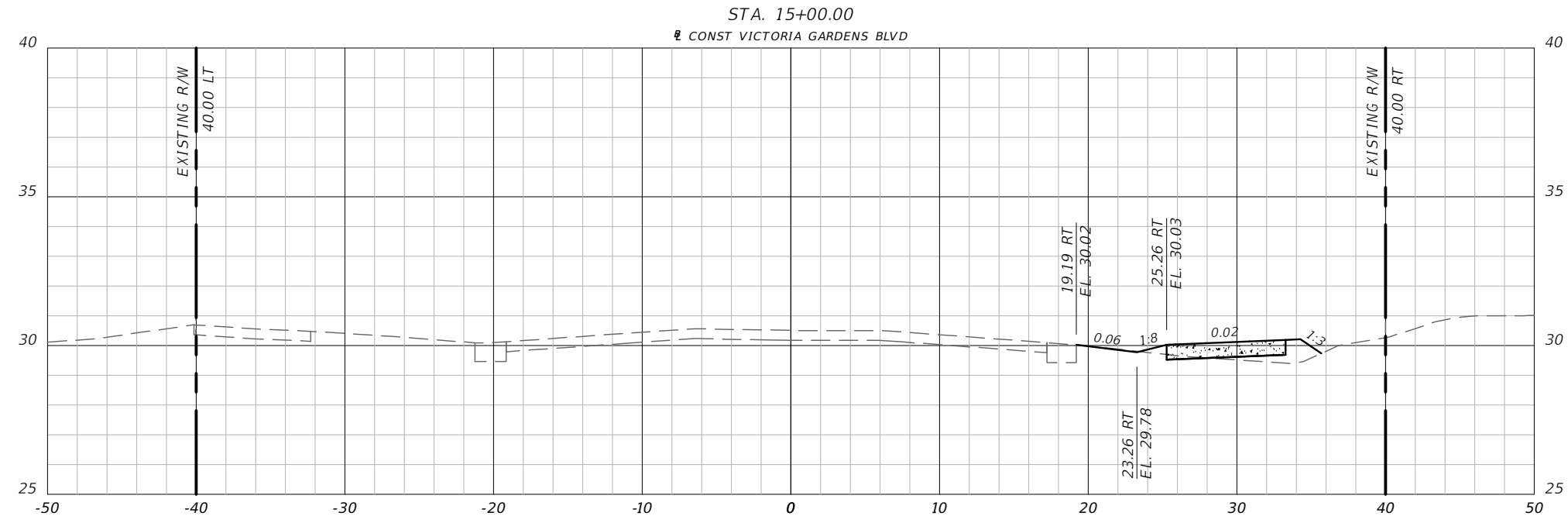
VICTORIA GARDENS BLVD SIDEWALK
FROM CLYDE MORRIS BLVD TO APPLEVIEW WY

FPID 435536-1-58-01

CROSS SECTIONS

SHEET
NO.

10

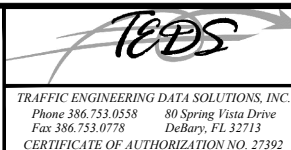


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1" = 5' VERT.

REVISIONS		
DATE	BY	DESCRIPTION
2/10/2017	KA0	REVISED PER VOLUSIA COUNTY COMMENTS
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5/11/2017	KA0	REVISED PER FDOT COMMENTS
5/17/2017	KA0	REVISED PER FDOT COMMENTS



**CITY OF
PORT ORANGE**
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129



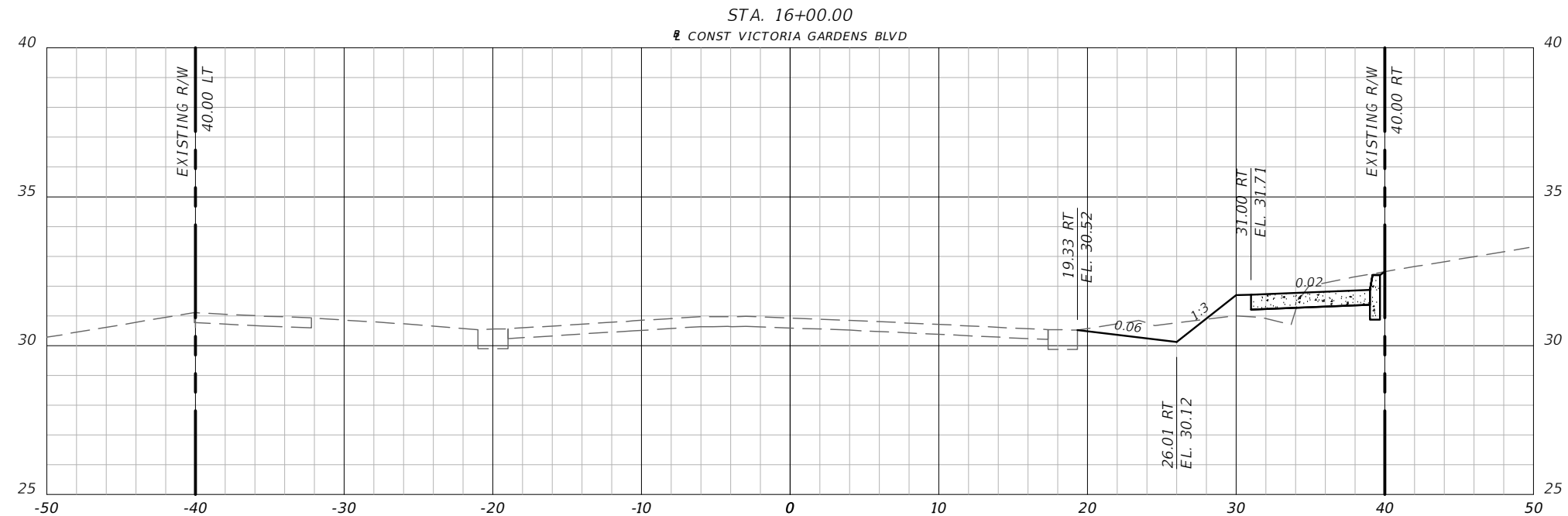
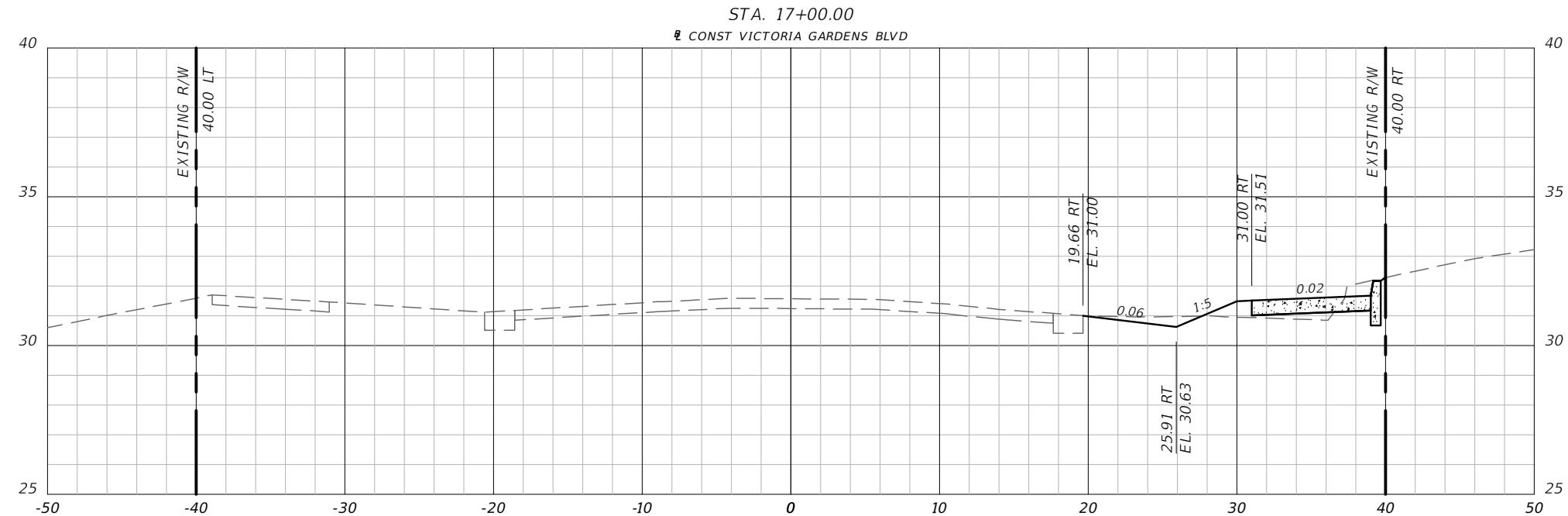
VICTORIA GARDENS BLVD SIDEWALK
FROM CLYDE MORRIS BLVD TO APPLEVIEW WY

FPID 435536-1-58-01

CROSS SECTIONS

SHEET
NO.

11



SCALE:
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1" = 5' VERT.

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5/17/2017	KA0	REVISED PER FDOT COMMENTS



CITY OF
PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129



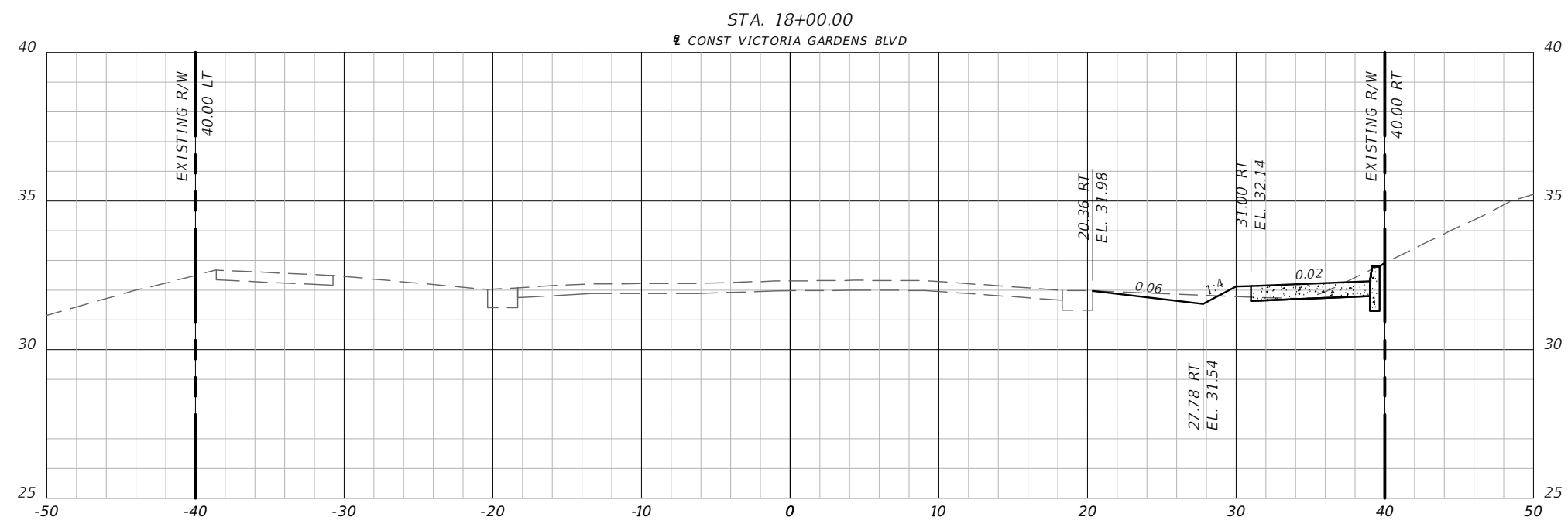
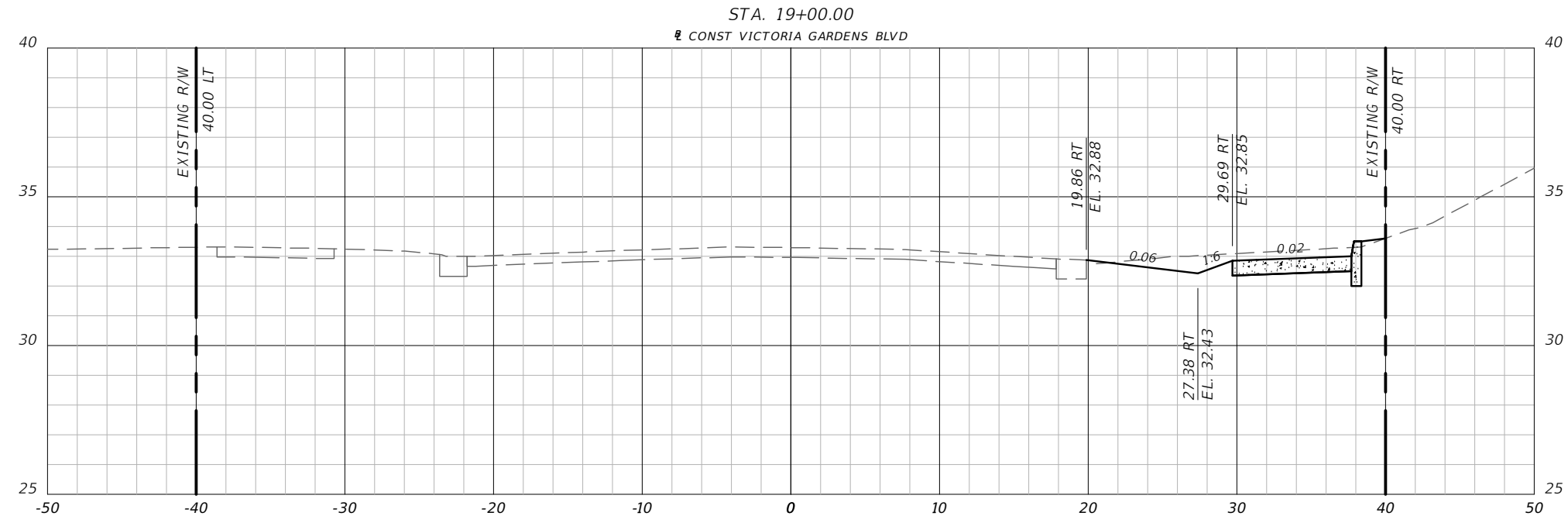
VICTORIA GARDENS BLVD SIDEWALK
FROM CLYDE MORRIS BLVD TO APPLEVIEW WY

FPID 435536-1-58-01

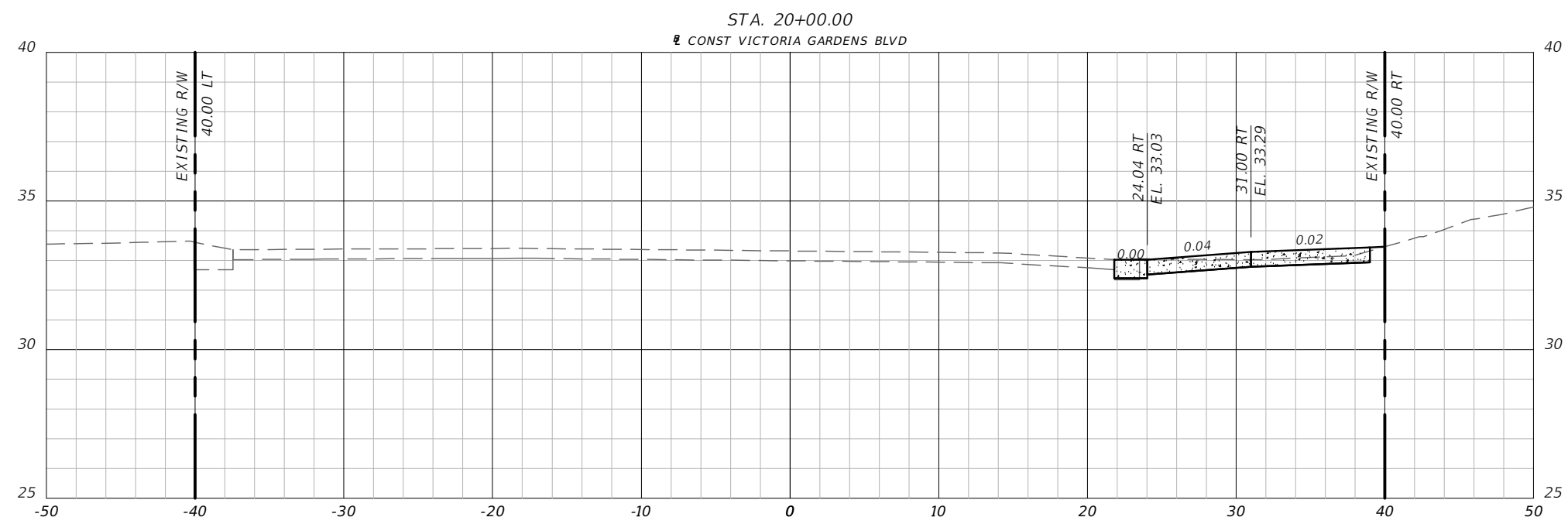
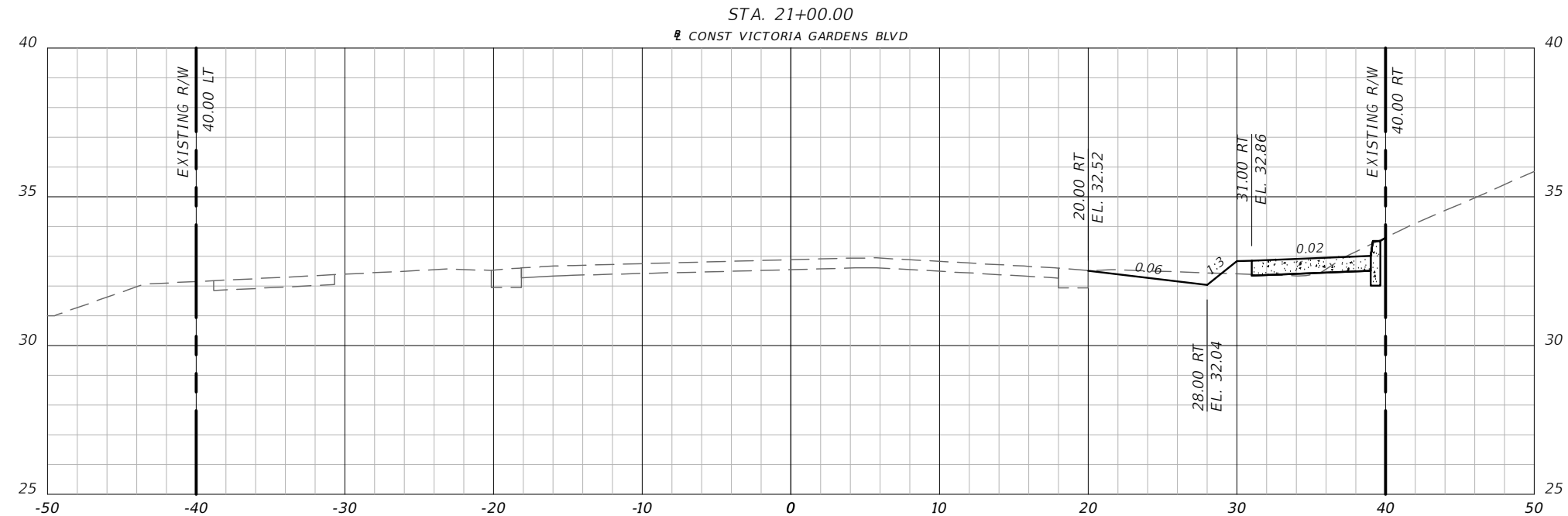
CROSS SECTIONS

SHEET
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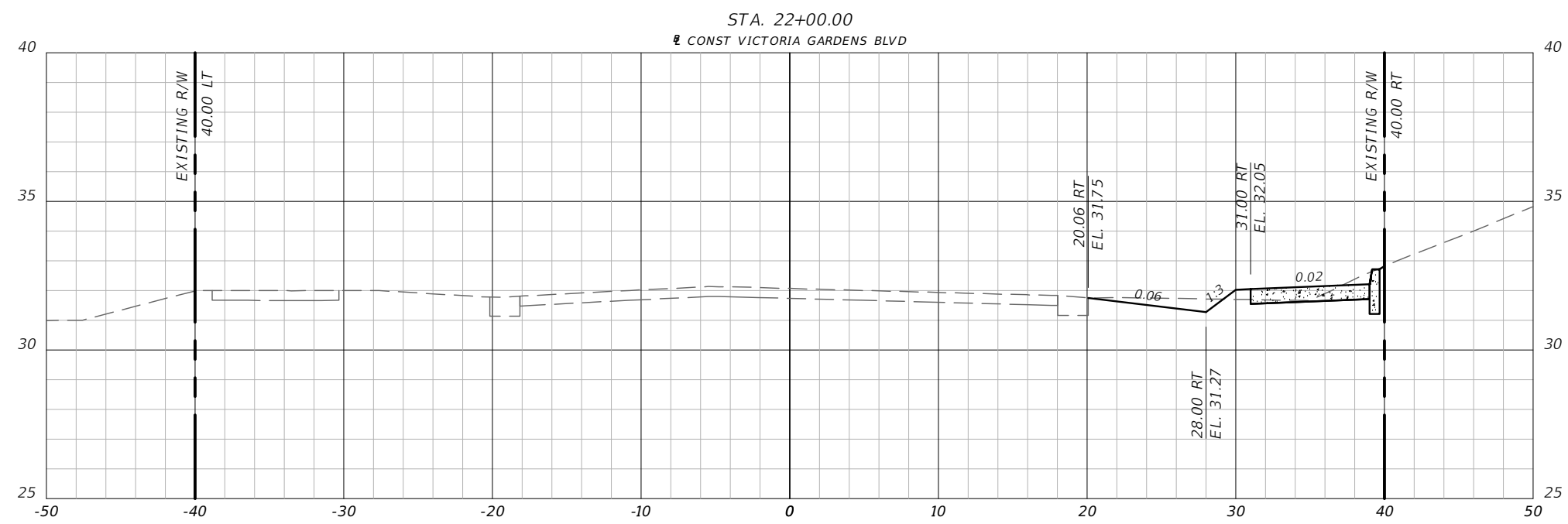
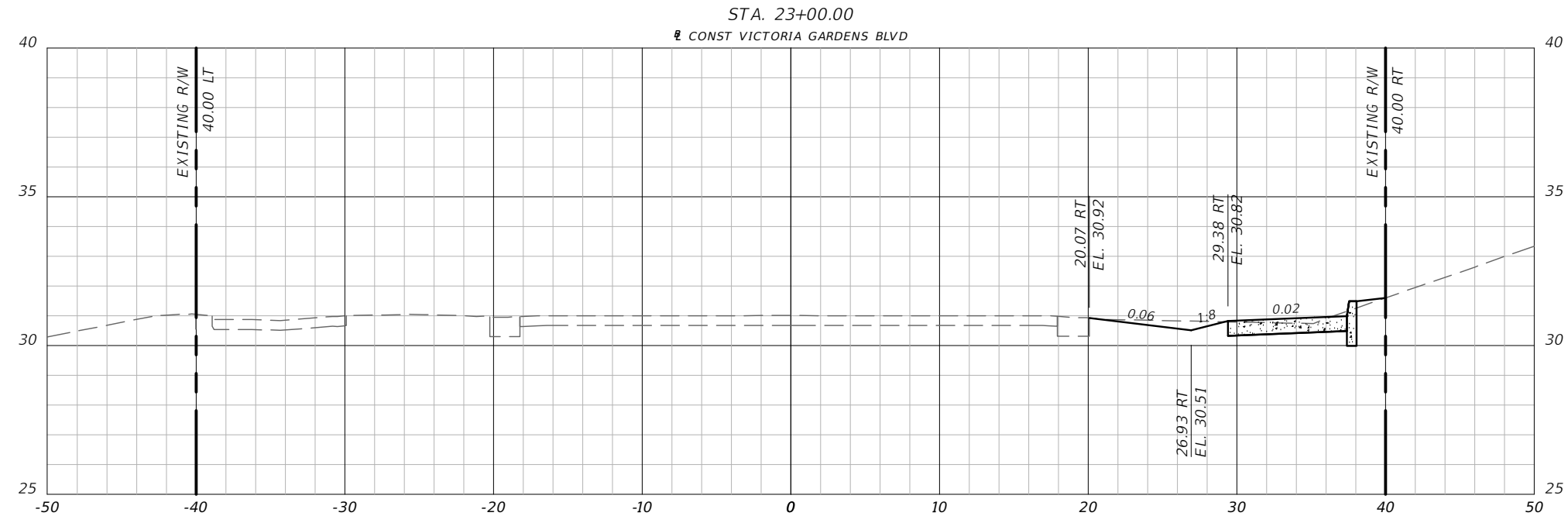
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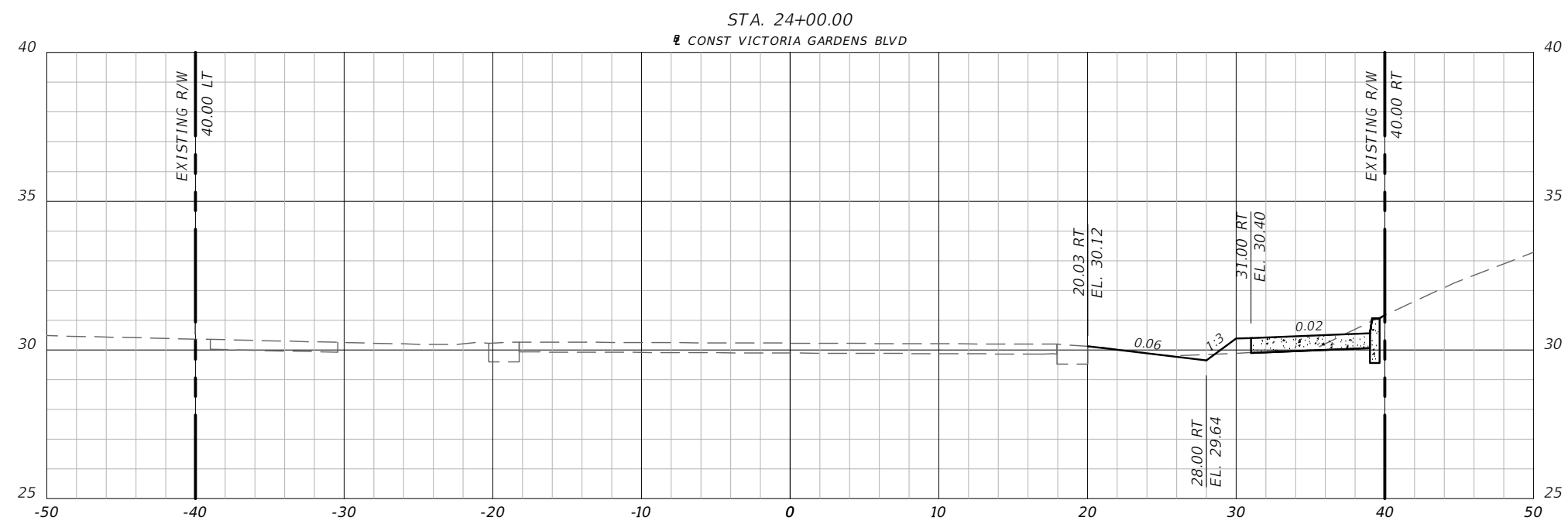
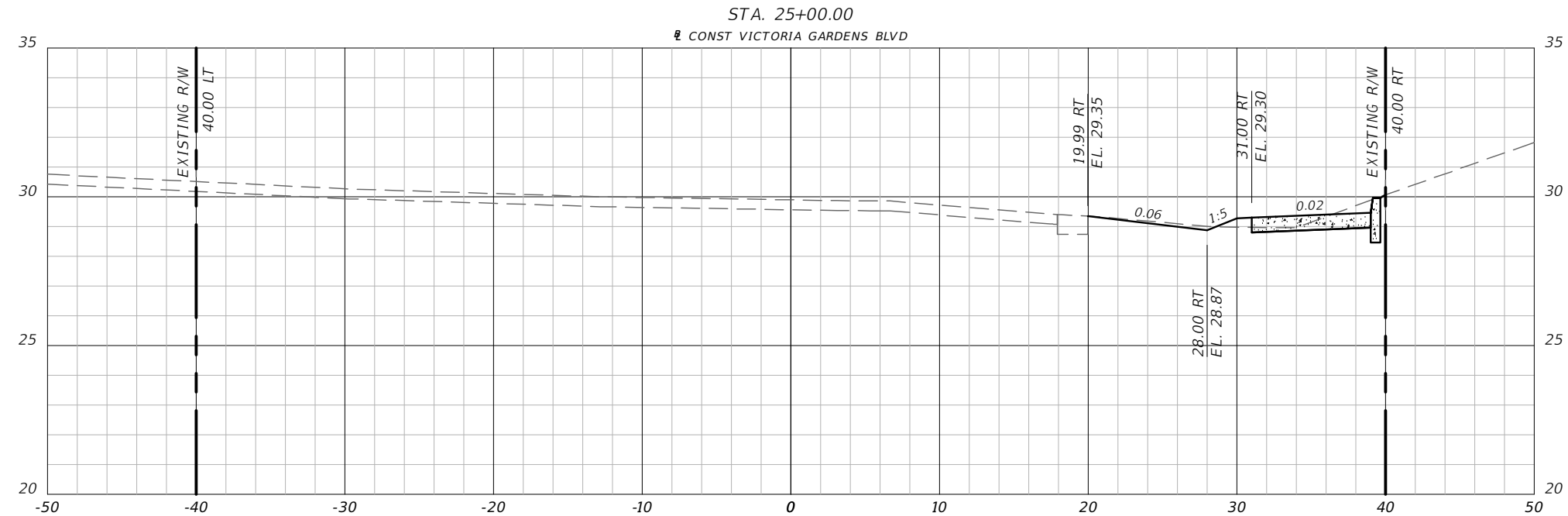
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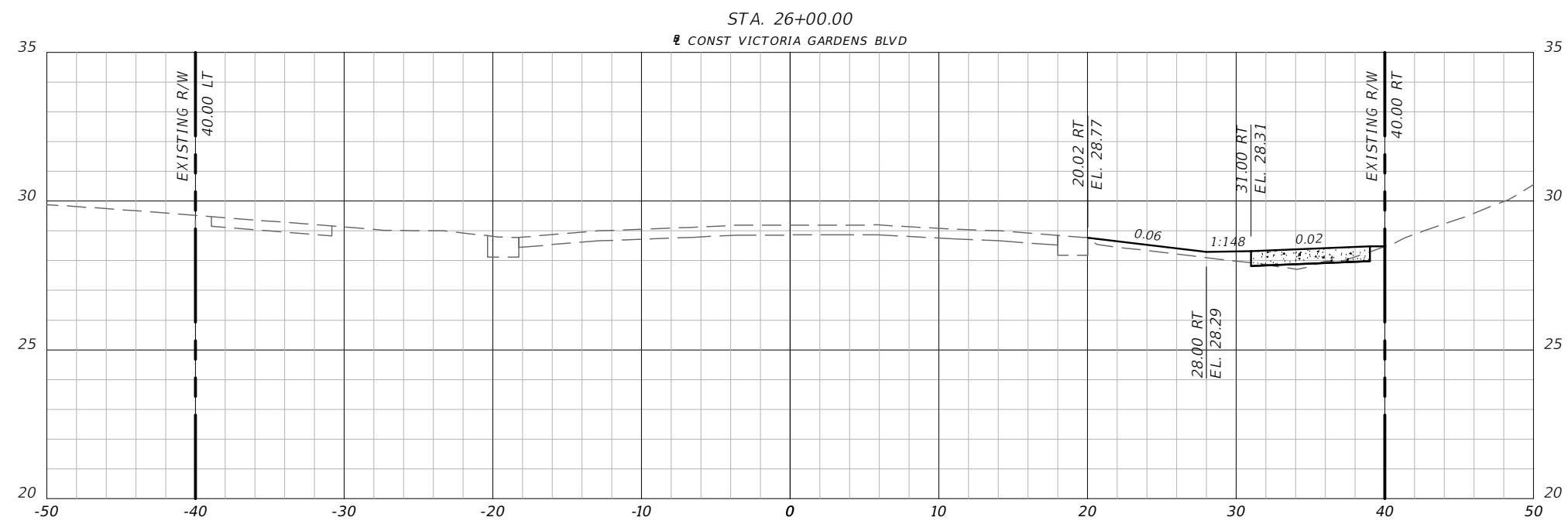
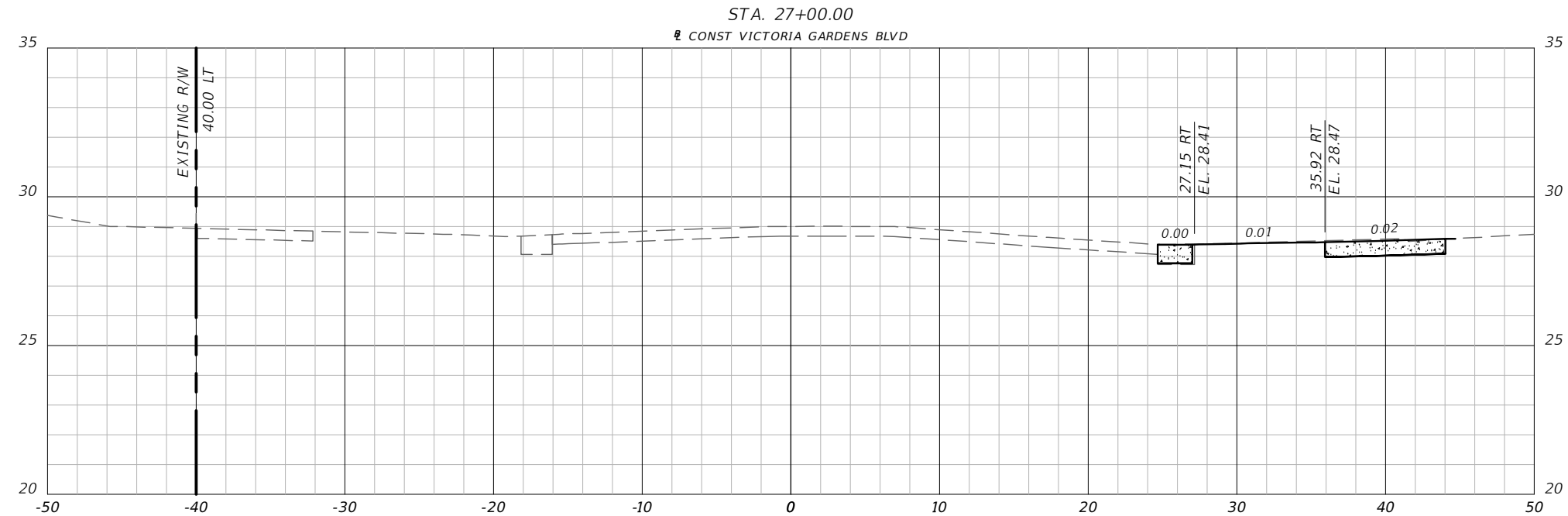
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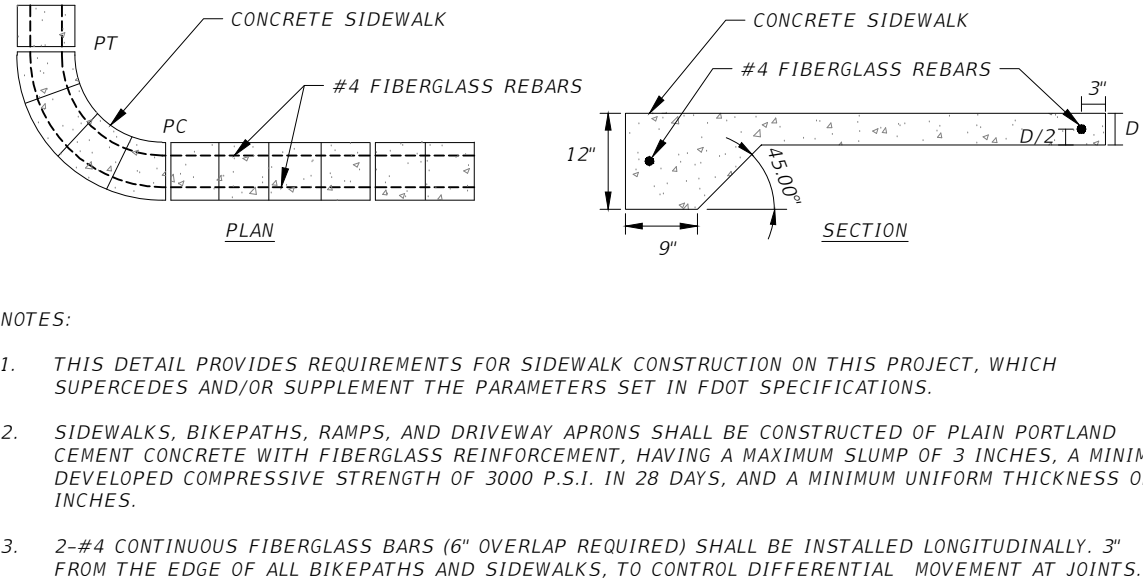
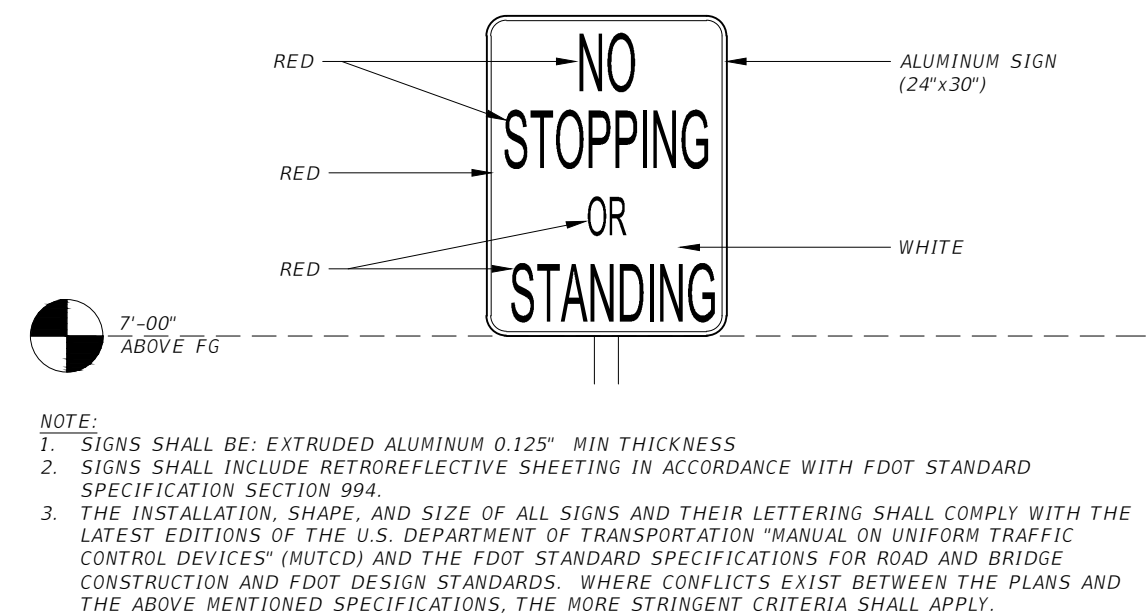
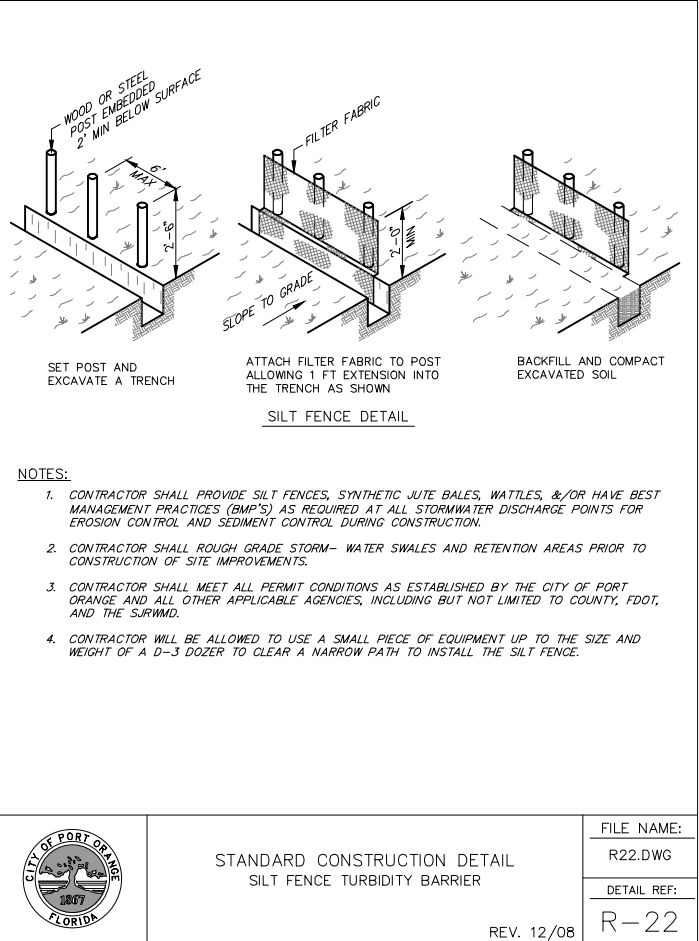
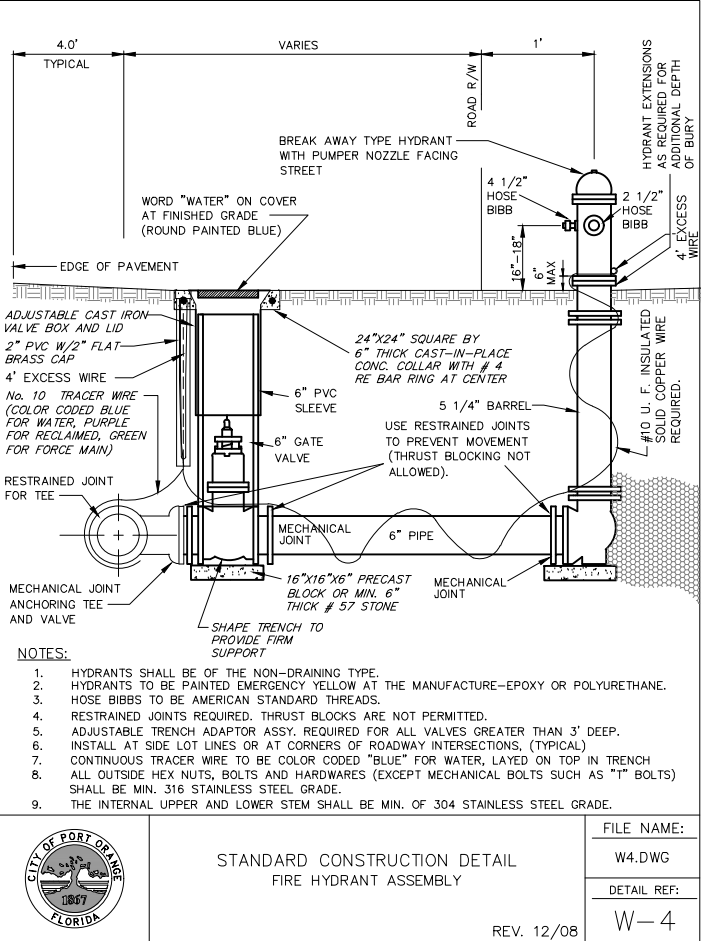
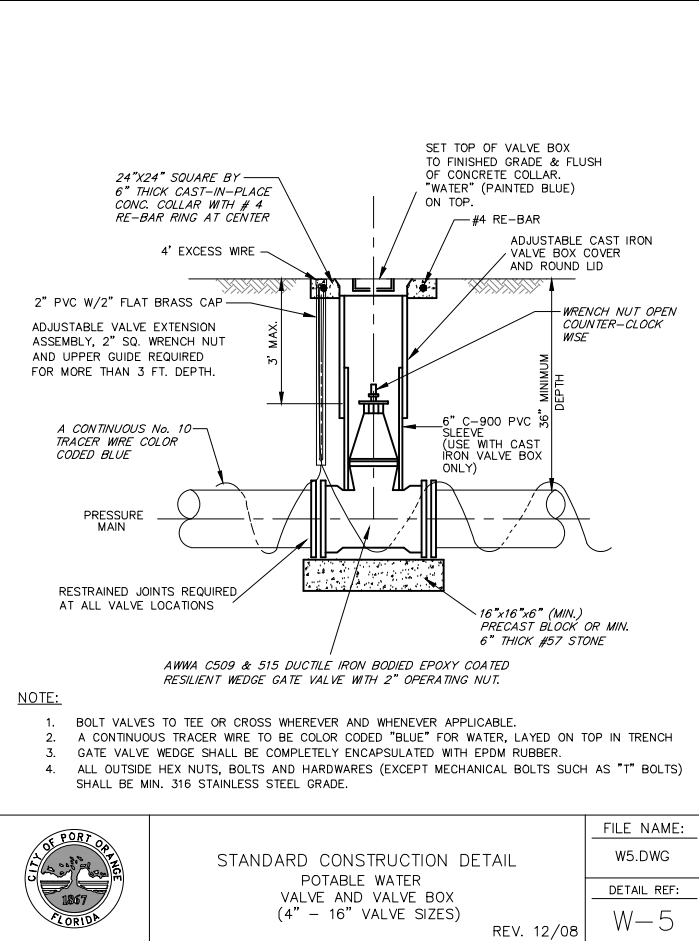
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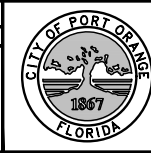
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SCALE:
1" = 10' HORIZ.
1" = 5' VERT.



REVISIONS		
DATE	BY	DESCRIPTION
2/10/2017	KA0	REVISED PER VOLUSIA COUNTY COMMENTS
3/03/2017	KA0	REVISED PER FDOT COMMENTS
3/27/2017	KA0	REVISED PER FDOT COMMENTS
5/11/2017	KA0	REVISED PER FDOT COMMENTS
5/17/2017	KA0	REVISED PER FDOT COMMENTS



CITY OF
PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129



TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
Phone 386.753.0558 80 Spring Vista Drive
Fax 386.753.0778 DeBary, FL 32713
CERTIFICATE OF AUTHORIZATION NO. 27392

VICTORIA GARDENS BLVD SIDEWALK
FROM CLYDE MORRIS BLVD TO APPLVIEW WY

FPID 435536-1-58-01

CONSTRUCTION
DETAILS

SHEET
NO.
18

SITE DESCRIPTION

PROJECT NAME AND LOCATION

VICTORIA GARDENS BOULEVARD SIDEWALK
FROM CLYDE MORRIS BLVD TO APPLVIEW WY
FPID: 435536-1-58-01
CITY OF PORT ORANGE
VOLUSIA COUNTY, FL

*SEE COVER SHEET FOR LOCATION MAP

PROJECT OWNER AND ADDRESS

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF CONSTRUCTING 0.351 MILES OF PROPOSED CONCRETE SIDEWALK WITH MINIMAL DISTURBANCE OF SURROUNDING AREA. NO SIGNIFICANT MODIFICATIONS TO EXISTING STORMWATER SYSTEMS ARE ANTICIPATED.

PROJECT AREA: 1.651 ACRES (RIGHT OF WAY)
TOTAL DISTURBED AREA: 0.887 ACRES

ULTIMATE RECEIVING WATERS: HALIFAX RIVER (WBID# 2760)

ACTIVITIES THAT REQUIRE EROSION CONTROL

CLEARING AND GRUBBING; GRADING

*SEE PLANS FOR THE LOCATION OF TEMPORARY SEDIMENT BARRIERS AND OTHER EROSION CONTROL METHODS.

SOIL PARAMETERS

ASTATULA FINE SAND, 0 TO 8 PERCENT SLOPES 4
BASINGER FINE SAND, DEPRESSIONAL, 0 TO 1 PERCENT SLOPES 8
CASSIA FINE SAND 13
DAYTONA SAND, 0 TO 5 PERCENT SLOPES 17
POALA FINE SAND, 0 TO 8 PERCENT SLOPES 42

CERTIFICATION OF LOCAL, STATE AND FEDERAL LAWS

THE FOLLOWING REQUIRED PERMITS ARE BEING OBTAINED:

EXEMPTION FROM SJRWMD ENVIRONMENTAL RESOURCE PERMIT

SEQUENCE OF MAJOR ACTIVITIES

THE ORDER OF CONSTRUCTION IS AS FOLLOWS:

1. INSTALL SILT FENCES AND OTHER EROSION CONTROL METHODS
2. FINISH CLEARING AND GRUBBING
3. REMOVE AND STORE TOPSOIL
4. PROVIDE INITIAL GRADING AS REQUIRED
5. STABILIZE ALL DISTURBED AREAS AS SOON AS POSSIBLE
6. INSTALL SIDEWALK IMPROVEMENTS
7. FINISH GRADING ENTIRE PROJECT
8. REMOVE ACCUMULATED SEDIMENT
9. REMOVE ANY ITEMS THAT ARE NOT REQUIRED

TIMING OF CONTROL MEASURES

THE INSTALLATION OF SILT FENCE (AND OTHER EROSION CONTROL MEASURES) AND TEMPORARY CONSTRUCTION ENTRANCE(S) SHALL OCCUR PRIOR TO CLEARING AND GRUBBING ACTIVITY. AFTER CONSTRUCTION IS COMPLETE, THE ACCUMULATED SEDIMENT SHALL BE REMOVED AND THE AREAS SHALL BE REGRADED AND PERMANENTLY STABILIZED AS SHOWN ON THE PLANS.

EROSION AND SEDIMENT CONTROLS

BEST MANAGEMENT PRACTICES SHALL BE USED FOR THIS PROJECT TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN-OFF. THE LOCATION AND DETAILS OF EROSION CONTROL METHODS ARE SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THESE CONTROL METHODS AS SHOWN ON THE PLANS OR AS REQUIRED. HE/SHE SHALL ALSO PROVIDE THE REQUIRED EROSION PROTECTION AS REQUIRED BY LOCAL, STATE AND FEDERAL LAW.

STORM WATER MANAGEMENT

UNDER PRESENT CONDITIONS, STORM WATER RUNOFF WITHIN THE PROJECT CORRIDOR IS COLLECTED AND CONVEYED WESTERLY TO AN EXISTING DITCH SYSTEM WHICH ULTIMATELY DISCHARGES TO MOSQUITO LAGOON. IN PROPOSED CONDITIONS, THE EXISTING DRAINAGE PATTERNS WILL BE MAINTAINED.

STABILIZATION PRACTICES:

TEMPORARY STABILIZATION - NO TEMPORARY STABILIZATION IS ANTICIPATED TO BE REQUIRED.

PERMANENT STABILIZATION - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASE SHALL BE STABILIZED WITH PERMANENT SOD NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY.

WASTE DISPOSAL

WASTE MATERIALS - ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH A SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.

HAZARDOUS WASTE - HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.

SANITARY WASTE - SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.

OFFSITE TRACKING

A TEMPORARY CONSTRUCTION ENTRANCE OR OTHER MEASURES SHALL BE INSTALLED TO REDUCE OFFSITE TRACKING FROM CONSTRUCTION VEHICLES ENTERING AND EXITING THE PROJECT SITE, WHICH SHALL BE MAINTAINED PROPERLY TO ENSURE THEIR CONTINUED EFFECTIVE OPERATION. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPULIN.

ITEMS REQUIRING POLLUTION PREVENTION

THE FOLLOWING ITEMS ARE EXPECTED TO BE PRESENT WITHIN THE PROJECT AREA:

- CONCRETE
- FERTILIZERS
- METAL PIECES
- PETROLEUM BASED PRODUCTS
- CLEANING SUPPLIES
- DETERGENTS
- WOOD

THE FOLLOWING ARE NON-STORM WATER SOURCES THAT MAY BE ENCOUNTERED AT THE SITE AND SHOULD BE DIRECTED TO THE SEDIMENT BASIN, IF UTILIZED, PRIOR TO DISCHARGE:

- UNCONTAMINATED GROUNDWATER EXPOSED DURING EXCAVATION
- PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).

SPILL PREVENTION AND CONTROL

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

PRODUCT SPECIFIC PRACTICES

-PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.

-CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER WITHIN THE PROJECT AREA.

GOOD HOUSEKEEPING

-SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR PROPER STORAGE, USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.

-STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.

-ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.

-ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.

-PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.

-ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

HAZARDOUS PRODUCTS

-MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.

-PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.

SPILL CONTROL PRACTICES

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

-SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.

-THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.

-ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.

-WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.

-TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.

-AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.

-THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS. THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.

MAINTENANCE AND INSPECTION PRACTICES

THE FOLLOWING ARE MAINTENANCE AND INSPECTION PRACTICES THAT SHALL BE COMPLETED BY THE CONTRACTOR:

-QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

-THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

-IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

-ALL SEDIMENT AND EROSION CONTROL METHODS SHALL BE KEPT IN GOOD CONDITION. REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.

MAINTENANCE AND INSPECTION PRACTICES (CONT'D)

-THE SILT FENCE SHALL BE CLEARED OF SEDIMENT WHEN SEDIMENT MEASURES ONE-THIRD THE HEIGHT OF THE FENCE.

-THE SILT FENCE SHALL BE INSPECTED PERIODICALLY FOR HEIGHT OF SEDIMENT AND CONDITION OF FENCE.

-IF UTILIZED, THE SEDIMENT BASINS/DITCHES SHALL BE CHECKED MONTHLY FOR DEPTH OF SEDIMENT. THEY SHALL BE CLEANED WHEN SEDIMENT REACHES 10% OF TOTAL CAPACITY AND AFTER CONSTRUCTION IS COMPLETE.

-IF UTILIZED, THE DIVERSION DIKE SHALL BE INSPECTED MONTHLY. ANY BREACHES SHALL BE PROMPTLY REPAIRED.

-ALL SEEDING/SODDING SHALL BE CHECKED FOR PROPER GROWTH AND UNIFORMITY. UNSTABALIZED AREAS SHALL BE RE-SODDED.

-A MAINTENANCE REPORT SHALL BE COMPLETED DAILY AFTER EACH INSPECTION OF THE SEDIMENT AND EROSION CONTROL METHODS. THE REPORTS SHALL BE FILED IN AN ORGANIZED MANNER AND RETAINED ON-SITE DURING CONSTRUCTION. AFTER CONSTRUCTION IS COMPLETED, THE REPORTS SHALL BE SAVED FOR AT LEAST THREE YEARS. THE REPORTS SHALL BE AVAILABLE FOR ANY AGENCY THAT HAS JURISDICTION OVER EROSION CONTROL.

-THE SUPERINTENDENT SHALL ORGANIZE THE TRAINING FOR INSPECTION PROCEDURES AND PROPER EROSION CONTROL METHODS FOR EMPLOYEES THAT COMPLETE INSPECTIONS AND REPORTS.

POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION. IT IS DESIGNED IN ACCORDANCE WITH AN EXISTING SYSTEM AND QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION OBTAINED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE.

SIGNED: _____ DATE: _____

MIKAL REED HALE, PE
FLORIDA REGISTRATION NUMBER: 58048
PROFESSIONAL ENGINEER

CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

SIGNATURE / DATE	COMPANY NAME / ADDRESS	RESPONSIBILITY

REVISIONS		
DATE	BY	DESCRIPTION
2/10/2017	KA0	REVISED PER VOLUSIA COUNTY COMMENTS
3/03/2017	KA0	REVISED PER FDOT COMMENTS
3/27/2017	KA0	REVISED PER FDOT COMMENTS
5/11/2017	KA0	REVISED PER FDOT COMMENTS
5/17/2017	KA0	REVISED PER FDOT COMMENTS



CITY OF
PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129



TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
Phone 386.753.0558 80 Spring Vista Drive
Fax 386.753.0778 DeBary, FL 32713
CERTIFICATE OF AUTHORIZATION NO. 27392

VICTORIA GARDENS BLVD SIDEWALK
FROM CLYDE MORRIS BLVD TO APPLVIEW WY

FPID 435536-1-58-01

SWPPP NOTES

SHEET
NO.

19

SECTION 6 – REQUIRED FORMS

FORM 6.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 6.2 – Vendor’s Acknowledgement
- ☒ Form 6.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 6.4 – Drug Free/Tie Preference Statement
- ☒ Form 6.5 – Public Entity Crimes Statement
- ☒ Form 6.6 – Affidavit of Anti-Collusion
- ☒ Form 6.7 – Authorized Signatures/Negotiators
- ☒ Form 6.8– Statement of Vendor’s Qualifications
- ☒ Form 6.9 – Professional References for Previous Experience
- ☒ Form 6.10 – Listing of Subcontractors
- ☒ Form 6.11 – Vendor Application
- ☒ W-9 Form
- ☒ Form 6.12 – Certificate as to Corporate Principle
- ☒ Form 6.13 – Certification of Compliance with Florida Trench Safety Act
- ☒ Form 6.14 – Disadvantaged Business Enterprise (DBE) Participation Statement
- ☒ Form 6.15– E-Verify Acknowledgement
- ☒ Form 6.16 – Certificate of Insurance for Public Liability and Property Damage
- ☒ Form 6.17 – Affidavit Regarding Workmen’s Compensation (A Copy of Certificate of Insurance Naming City of Port Orange as a Certificate Holder will be required prior to execution of contract)
- ☒ Form 6.18 – Consent of surety for Final Payment
- ☒ Form 6.19 – Certification of Current Capacity
- ☒ Form 6.20 – Certification for Disclosure of Lobbying Activities
- ☒ Form 6.21 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Contracts.

- ☒ Form 6.22 – Consent of Surety for Final Payment.
- ☒ Copy of Certified General Contractor License
- ☒ Copy of Insurance Certificate
- ☒ Bid Proposal Schedule of Unit Pricing
- ☒ Bid Bond
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY:

Sparks Concrete, LLC
Name of Business

Doreen Sparks
Authorized Signature

August 15, 2017
Date

This document must be completed and returned with your Submittal

FORM 6.2 – 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):

Sparks Concrete, LLC

NAME OF BUSINESS

4106 South Nova Rd.

MAILING ADDRESS

Doreen Sparks

AUTHORIZED SIGNATURE

Port Orange, FL 32127

CITY, STATE & ZIP CODE

Doreen Sparks, Office Manager

NAME, TITLE, TYPED

386-760-1002

TELEPHONE NUMBER / FAX NUMBER

203354940

FEDERAL IDENTIFICATION #

sparksconcrete@cfl.net

E-MAIL ADDRESS

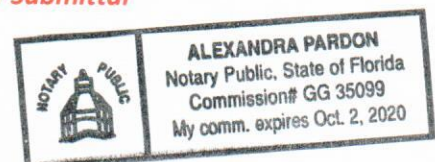
STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of August 17, 2017 by Doreen Sparks, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 10/02/2020

Alycia Pad
Notary Public

This document must be completed and returned with your Submittal



FORM 6.3 – 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: 08/09/2017 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."

Sparks Concrete, LLC
Name of Business

By: Doreen Sparks
Printed Name: Doreen Sparks
Title: Office Manager

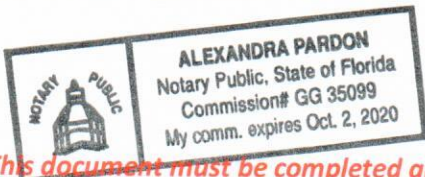
STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 17 day of August, 2017 by
Doreen Sparks (NAME), as Office manager (TITLE) of
Sparks Concrete LLC (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced Florida driver license as identification.



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

This document must be completed and returned with your Submittal

FORM 6.4 – 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.

Sparks Concrete LLC

Name of Business

By: Doreen Sparks

Printed Name: Doreen Sparks

Title: Office Manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 17 day of August, 2017 by
Doreen Sparks (NAME), as Office Manager (TITLE) of
Sparks Concrete LLC (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

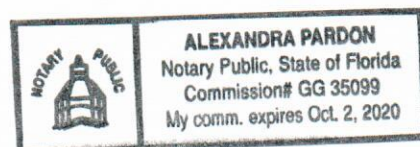
☐ is personally known to me; or

☒ has produced Florida driver license as identification.

Alexandra Pardon
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 6.5 – 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 Doreen Sparks, who, being by me first duly sworn, made the following statement:

1. The business address of 4196 South Nova Rd, Port Orange, FL 32127 (name of Offeror or business) is Sparks Concrete, LLC.
2. My relationship to Sparks Concrete LLC (name of Offeror or business) is Office Manager (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.)~~

Sparks Concrete LLC
Name of Business

By: Doreen Sparks
Printed Name: Doreen Sparks
Title: Office Manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 17 day of August, 2017 by Doreen Sparks, as office manager of Sparks Concrete LLC, and who:

[Notary: Please select one]

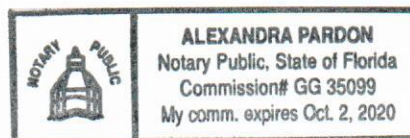
☐ is personally known to me; or

☒ has produced Florida driver license as identification.

Alexandra Pardon
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 6.6 –AFFIDAVIT OF 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: Sparks Concrete, LLC

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

PRINTED SIGNATURE: Doreen Sparks

TITLE: Office Manager

ADDRESS: 4106 So Nova Rd.

CITY: PO STATE: FLORIDA ZIP CODE: 32127

TELEPHONE: 386-760-1002 FAX: _____

COMPLETION TIME: 160 days

F.E.I.N. NUMBER: 203354940

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 6.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

Name

Title

Phone #

William Sparks

owner

386-760-1002 (o)

386-527-4857 (c)

Doreen Sparks

Office Manager

386-760-1002 (o)

386-233-0199 (c)


(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 6.8 – 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. Sparks Concrete, LLC
- B. Permanent main office address. 4106 South Nova Rd., Port Orange, FL 32127
- C. Date organized. May, 2005
- 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? 12 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
① \$ 75,768.00 - Work not to commence until mid October and completed by November, 2017. Project "Veterans Memorial Bridge - (Subcontractor)." Master 4 Ply - owner of project not starting until end of 2017 / \$14,707.50 - Bore Dry Rewelding Fnc (Prime) Do not know start date.
- G. General character of work performed by your company. Sparks Concrete performs excellent workmanship in a timely manner. We guarantee all of our work to 100% satisfactory and requirements.
- H. (1) Have you ever failed to complete any work awarded to you? If so, where and why? No
- H. (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
① City of New Smyrna Beach "Fire Station 51 Pavement Reconstruction" completed 5-30-17 / \$ 82,387.06
② Utilities Commission - City of New Smyrna - "WRF Vacuum Truck Disposal Site" Completed 5-31-17 / \$ 63,917.32
- K. List your major equipment currently owned or leased. - Dump Truck, Bobcat Skid Loader, CAT All Terrain Excavator/Loader, (2) Flatbed Utility Trucks, Portable Batch Plant, and (2) Concrete Mixer Trucks.
- L. Experience in work similar to this type of project. 30 years experience in the industry.
- M. Background and experience of the principal members of your organization, including the officers.
William (Billy) Sparks - owner / supervisor / worker - 30 years experience.
Doreen Sparks - office manager - 15 years experience.
- N. Credit currently available: \$ 800,000.00
- O. Give bank reference: Bank of America
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes.

This document must be completed and returned with your Submittal

(Form 6.8 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.

Sparks Concrete, LLC
Name of Business

By: Doreen Sparks
Printed Name: Doreen Sparks
Title: office manager

STATE OF Florida
COUNTY OF Volusia

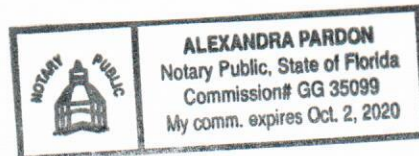
Sworn to (or affirmed) and subscribed before me this 17 day of August, 2017, by
Doreen Sparks as office manager of
Sparks Concrete LLC and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced Florida driver license as identification.

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



This document must be completed and returned with your Submittal

FORM 6.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: City of South Daytona
Contact Person: Les Gillis
City, State: South Daytona, FL
Telephone Number: 386-322-3000
Email Address: lgillis@cityofsouthdaytona.org
Description of goods or
Services provided: Concrete repair and replacement services citywide
Contract Amount: Approx. \$ 150,000 / "3 year contract on as need basis"
Start/End Date of Contract: November 11, 2015 - November 11, 2018
2. Company Name: City of New Smyrna Beach
Contact Person: Kyle Fegley
City, State: New Smyrna Beach, FL
Telephone Number: 386-410-2811
Email Address: Kfegley@cityofnsb.com
Description of goods or
Services provided: Demolition, excavation, install concrete and curb
Contract Amount: \$ 82,387.06
Start/End Date of Contract: April 11, 2017 - May 30, 2017
3. Company Name: Utilities Commission - City of New Smyrna Beach
Contact Person: Darren
City, State: New Smyrna Beach, FL
Telephone Number: 386-424-3072
Email Address: dphegley@uonsb.org
Description of goods or
Services provided: Mobilization, FDOT Type "E" Inlet, manholes, concrete footer and concrete block walls.
Contract Amount: \$ 63,939.00 - total paid was \$ 63,917.32 at 99.97 % completed
Start/End Date of Contract: April 10, 2017 - May 31, 2017

This document must be completed and returned with your Submittal.

FORM 6.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal



City of Port Orange Vendor Application

* Already completed on *
3-15-17

City of Port Orange

Attn: Purchasing Division

(386) 506-5704

purchdiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: 8-16-17

FIRM NAME: Sparks Concrete LLC

ADDRESS: 4106 So. Nova Road

CITY: Port Orange STATE: FL ZIP CODE: 32127

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: /

TEL. # (including area code): 386-760-1002 FAX # 386-760-1002

SIGNATURE PERSON FILING APPLICATION: Doreen Sparks

PRINTED NAME: Doreen Sparks

TITLE: Office Manager

FEDERAL I.D. (F.E.I.N.) # 20-3354940

E-MAIL ADDRESS: sparksconcrete@efl.m.com

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☒ Y ☐ N State Incorporated: Florida Year: 2005

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☒ LLC

ATTORNEY TRUST ACCOUNT NAME: Edward Donini

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: Doreen Sparks

Printed/Types Name: Doreen Sparks Title: Office manager

Commodity/Services All concrete work.

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.

Sparks Concrete LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **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.)

4106 South Nova Road

6 City, state, and ZIP code

Port Orange, FL 32127

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 0 - 3 3 5 4 9 4 0

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 ▶

William Sparks

Date ▶

8-16-17

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.

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

This document must be completed and returned with your Submittal

FORM 6.12 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Doreen Sparks, certify that I am the Office Manager secretary of the corporation named as Principal in the within Bid Bond; that William Sparks
_____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.


Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

FORM 6.13 – CERTIFICATION OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Vendor acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CER 1926.650 (Subpart P as amended). Vendor further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Law of Florida) and the Occupational Safety and Health Administrations excavation safety standards as they may be amended from time-to-time.

BY:

Sparks Concrete, LLC
Name of Business

Daren Sparks
Authorized Signature

8-16-17
Date

This document must be completed and returned with your Submittal

Form 6.14 – Disadvantaged Business Enterprise (DBE) Participation Statement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **DBE BID PACKAGE INFORMATION**

275-030-11
EQUAL OPPORTUNITY OFFICE
10/14
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 9.91% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

Form 6.14 – Disadvantaged Business Enterprise (DBE) Participation Statement Continued

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/14
Page 2 of 2

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

If applicable, all required DBE documentation must be completed and returned with your Submittal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONSTRUCTION CONTRACTORS
BID OPPORTUNITY LIST**

275-030-11
EQUAL OPPORTUNITY OFFICE
03/11
Page 8 of 8

Please complete and mail or fax to:
Equal Opportunity Office
605 Suwannee St., MS 65
Tallahassee, FL 32399-0450
TELEPHONE: (850) 414-4747
FAX: (850) 414-4879

This information may also be included in your bid or proposal package.

Prime Contractor/Consultant: Sparks Concrete, LLC
Address/Telephone Number: 4106 So. Nova Road, Port Orange FL 32127, 386-1002(0)
Bid/Proposal Number: ITB # 17-06
Quote Submitted MM/YR: 08/2017

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos. 1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

- | | | |
|--|---|--|
| 1. Federal Tax ID Number: <u>203354940</u> | 6. ☐ DBE | 8. Annual Gross Receipts |
| 2. Firm Name: <u>Sparks Concrete LLC</u> | ☒ Non-DBE | ☒ Less than \$1 million |
| 3. Phone: <u>386-760-1002</u> | | ☒ Between \$1 - \$5 million (<u>Low 1 million</u>) |
| 4. Address: <u>4106 So. Nova Rd.</u> | | ☐ Between \$5 - \$10 million |
| <u>Port Orange, FL 32127</u> | 7. ☐ Subcontractor | ☐ Between \$10 - \$15 million |
| | ☐ Subconsultant | ☐ More than \$15 million |
| 5. Year Firm Established: <u>2005</u> | | |

- | | | |
|--|--|--|
| 1. Federal Tax ID Number: <u>27-3266266</u> | 6. ☐ DBE | 8. Annual Gross Receipts |
| 2. Firm Name: <u>Mullins Underground, Inc.</u> | ☒ Non-DBE | ☐ Less than \$1 million |
| 3. Phone: <u>386-235-2192</u> | | ☐ Between \$1 - \$5 million |
| 4. Address: <u>394 Trafalgar Ave.</u> | | ☐ Between \$5 - \$10 million |
| <u>Port Orange, FL 32127</u> | 7. ☒ Subcontractor | ☐ Between \$10 - \$15 million |
| | ☐ Subconsultant | ☐ More than \$15 million |
| 5. Year Firm Established: <u>2011</u> | | |

- | | | |
|--|--|--|
| 1. Federal Tax ID Number: <u>812588521</u> | 6. ☐ DBE | 8. Annual Gross Receipts |
| 2. Firm Name: <u>Extreme Striping Inc</u> | ☒ Non-DBE | ☐ Less than \$1 million |
| 3. Phone: <u>386-451-9766</u> | | ☐ Between \$1 - \$5 million |
| 4. Address: <u>3976 Langford Rd.</u> | | ☐ Between \$5 - \$10 million |
| <u>New Smyrna Beach FL 32168</u> | 7. ☒ Subcontractor | ☐ Between \$10 - \$15 million |
| | ☐ Subconsultant | ☐ More than \$15 million |
| 5. Year Firm Established: <u>2017</u> | | |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION ('ADBEPS') STATEMENT

275-030-11
EQUAL OPPORTUNITY OFFICE
(pending Mar. 2012)

1. FINANCIAL PROJECT NO. 435500-1-58-01 435536-1-58-01	2. F.A.P NO.	3. CONTRACT NO. ITB # 17-06	4. COUNTY(IES) Volusia	5. DISTRICT 5
6. PRIME CONTRACTOR NAME Sparks Concrete LLC			7. PRIME's FEID NUMBER 203354940	
8. CONTRACT DOLLAR AMOUNT \$ 501,764.40			9. ADBEPS REVISION? ☒ NO ☐ YES If yes, revision number _____	
10. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED 'DBE'? (Disadvantaged Business Enterprise)? ☒ NO ☐ YES		11. IS THE WORK OF THIS CONTRACT: ☒ CONSTRUCTION ☐ MAINTENANCE ☐ OTHER		
12. ANTICIPATED DBE SUBCONTRACTS:				
DBE SUBCONTRACTOR OR SUPPLIER COMPANY NAME AND FEID NUMBER		TYPE OF WORK, NAICS AND FDOT SPECIALTY CODE(S)	DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
A NAME:		WORK:		
FEID:		NAICS CODE: SPEC CODE:		
B NAME:		WORK:		
FEID:		NAICS CODE SPEC CODE:		
C NAME:		WORK:		
FEID:		NAICS CODE SPEC CODE:		
D NAME:		WORK:		
FEID:		NAICS CODE SPEC CODE:		
E NAME:		WORK:		
FEID:		NAICS CODE SPEC CODE:		
			12F. TOTAL DOLLARS TO DBE'S	12G. TOTAL PERCENT OF CONTRACT

13. SUBMITTED BY Doreen Sparks	14. DATE August 16, 2017	15. TITLE OF SUBMITTER office manager
16. EMAIL ADDRESS OF SUBMITTER sparksconcrete@cfi.m.com	17. FAX NUMBER (386) 760-1002	18. PHONE NUMBER (386) 760-1002

NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL STATE AND FEDERALLY FUNDED FDOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT OR BEFORE THE PRECONSTRUCTION OR PRE WORK CONFERENCE. FDOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.

THE FOLLOWING SECTIONS ARE FOR FDOT USE

DISTRICT:	19. PROCESSED BY	20. DATE TO EO OFFICE	21. LETTING DATE	22. EXECUTED DATE	23. PRECON CONF DATE
	24. SUBMITTED TO EO BY ☐ FAX ☐ EMAIL ☐ SHARED FOLDER				
EO OFC	25. INCLUDED IN DBE PARTICIPATION REPORT OF M/D/Y				



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

8/11/2017

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

SPARKS CONCRETE LLC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

Stefan Kulakowski
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 8/10/2020

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.

FORM 6.15 – E-VERIFY ACKNOWLEDGEMENT

Contract No: ITB # 17-06
Financial Project No(s): McDonald # 435500-1-58-01 / Victoria Gardens # 435536-1-58-01
Project Description: McDonald Road Sidewalks From Sauls Street to 6th Street
+ Victoria Gardens Blvd. Sidewalks From Clyde Morris Blvd. To Appleview Way.
Contractor acknowledges and agrees to the following:

Contractor 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing 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 Contract term.

Company/Firm: Sparks Concrete LLC
Authorized Signature: 
Title: Office Manager
Date: 8-16-17

This document must be completed and returned with your Submittal

FORM 6.16 – CERTIFICATE OF INSURANCE FOR PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify _____ Company has issued to
_____, of the City of _____, State of _____,
the following policy or policies: Public Liability Policy No. _____ effective on _____, 20____, limits
_____, Property Damage Policy No. _____ effective on
_____, 20____, and expiring on _____, 20____, limits
_____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the
_____, in writing thirty (30) days prior to cancellation of the policy.

Authorized Signature

* See Attach Certificate *

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

This document must be completed and returned with your Submittal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2017

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 Commercial Coverages Inc 1000 Pelican Bay Drive Daytona Beach FL 32119	CONTACT NAME: PHONE (A/C, No, Ext): 386-756-8551 FAX (A/C, No): 386-756-2344 E-MAIL ADDRESS:																					
INSURED SPARKS CONCRETE LLC 4106 S Nova Road Pt. Orange, FL 32127	<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>Clear Blue Insurance FrankCrum</td><td></td></tr><tr><td>INSURER B:</td><td>PROGRESSIVE INSURANCE</td><td>10193</td></tr><tr><td>INSURER C:</td><td></td><td></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:	Clear Blue Insurance FrankCrum		INSURER B:	PROGRESSIVE INSURANCE	10193	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Clear Blue Insurance FrankCrum																					
INSURER B:	PROGRESSIVE INSURANCE	10193																				
INSURER C:																						
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 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		BIFL11821900	04/04/17	04/04/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		08390256-5	01/12/17	01/12/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	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 / A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

Certificate Holder is also listed as additional insured.

CERTIFICATE HOLDER

CITY OF PORT ORANGE
1000 CITY CENTER CIR
PORT ORANGE FL 32129

FAX 677-2586

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

FORM 6.17 AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of Florida

County of Volusia

Doreen Sparks being duly sworn according to law, deposes and says (it, he, they) have accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the FUBA Works Company, under the terms of Policy No. 10658332 for a period from 11/17/2016, 2016 to 11/17/2017, 2017.

WITNESS:

Kelley Beck
Kelley Beck

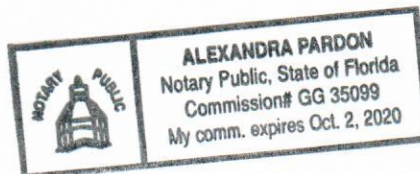
CONTRACTOR:

Sparks Concrete LLC
By Doreen Sparks
Title Office Manager

Sworn to and subscribed before me this 17 day of August, 2017.

My Commission Expires: 10/02/2020

Alexandra Pardon
Notary Public
Alexandra Pardon
Notary Public Printed Name



This document must be completed and returned with your Submittal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2017

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 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 Legacy Insurance & Associates Inc 4869 Palm Coast Pkwy NW, Unit 2 Palm Coast INSURED Sparks Concrete, LLC 4106 S Nova Rd Port Orange		CONTACT NAME: David Sanfilippo PHONE (A/C, No, Ext): (904) 209-4010 E-MAIL: david@legacyinsuranceagents.com FAX (A/C, No): (386) 264-6715 ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: F C B & I Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
FL 32137	FL 32127-5331	NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 ☒ Y ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000
X	Workers Comp William Sparks is exempt		10658332	11/17/2016	11/17/2017	

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

CERTIFICATE HOLDER

The City of Port Orange - Public Works Dept.
407 Virginia Ave.
Pt. Orange, FL 32127

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
GINGER MEADER

FORM 6.18 – CONSENT OF SURETY FOR FINAL PAYMENT

Project Name: MCDONALD ROAD SIDEWALK FROM SAULS STREET TO 6TH STREET & VICTORIA GARDENS BLVD. SIDEWALK FROM CLYDE MORRIS BLVD. TO APPLEVIEW WAY

ITB # 17-06

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety: _____ on the Payment Bond of the following named Contractor: _____ hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond: _____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix
Corporate Seal)

TITLE _____

* Surety would not complete until *
there is a contract and a final
payment is being requested.

Sparks Concrete LLC
Doreen Sparks
Office Manager 8-16-2017

This document must be completed and returned with your Submittal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY525-010-46
PROGRAM MANAGEMENT
12/09
Page 1 of 2CONFIDENTIAL

For bids to be received on

August 17, 2017
(Letting Date)

Fill in your FDOT Vendor Number

VF 203354940

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2)

\$ 211,219.50

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 16th day
of August, 20 17

Sparks Concrete LLC
NAME OF FIRM

By: Doreen Sparks
office manager
Title

This document must be completed and returned with your Submittal

STATUS OF CONTRACTS ON HAND

525-010-46
PROGRAM MANAGEMENT
12/09
Page 2 of 2

NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.

44 of 226

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Sparks Concrete, LLC

By: Doreen Sparks Date: 8-16-2017 Authorized Signature

Title: Office Manager

This document must be completed and returned with your Submittal

Form 6.20 Certification for Disclosure of Lobbying Activities Continued

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: <u>Sparks Concrete, LLC</u> <u>4406 So. Nova Road</u> <u>Port Orange, FL 32127</u> Congressional District, if known: 4c _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____ _____			7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Doreen Sparks</u> Print Name: <u>Doreen Sparks</u> Title: <u>Office Manager</u> Telephone No.: <u>386-760-1002</u> Date (mm/dd/yyyy): <u>08/16/2017</u>		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

This document must be completed and returned with your Submittal

Form 6.20 Certification for Disclosure of Lobbying Activities Continued

375-030-34
PROCUREMENT
04/14
Page 2 of 2

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Sparks Concrete LLC
By: Doreen Sparks
Date: 08/16/2017
Title: Office Manager

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.


Volusia County
FLORIDA

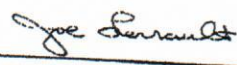
9/04/2015

Growth and Resource Management
123 West Indiana Avenue
DeLand, FL 32720
CONTRACTOR LICENSE

689

O: SPARKS CONCRETE LLC
4 HOLLY FERN CHASE
ORMOND BEACH, FL 32174

CUT ON SOLID LINE AND KEEP ON PERSON AT ALL TIMES.

Competency Card	
VOL # 11040601	EXPIRES 09/30/2017
THIS CERTIFIES WILLIAM CARTER SPARKS	
SPARKS CONCRETE LLC	
IS LICENSED AS A 83 CONCRETE CON11040601	
IN THE COUNTY OF VOLUSIA, FLORIDA	
BY 	VOLUSIA COUNTY CLCA
BUILDING OFFICIAL	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2017

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

Commercial Coverages Inc
300 Pelican Bay Drive
Aytona Beach FL 32119

CONTACT

NAME:

PHONE

(A/C No. Ext): 386-756-8551

FAX

(A/C No): 386-756-2344

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Clear Blue Insurance FrankCrum

INSURER B: PROGRESSIVE INSURANCE

10193

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

PARKS CONCRETE LLC
106 S Nova Road
Orange, FL 32127

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.

TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY					
☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
☐ CLAIMS-MADE ☒ OCCUR		BIFL11821900	04/04/17	04/04/18	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 1,000,000
					\$
GEN'L AGGREGATE LIMIT APPLIES PER:					
☒ POLICY ☐ PRO-JECT ☐ LOC					
AUTOMOBILE LIABILITY					
☒ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
☐ ALL OWNED AUTOS		08390256-5	01/12/17	01/12/18	BODILY INJURY (Per person) \$
☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
☐ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
					\$
UMBRELLA LIAB					EACH OCCURRENCE \$
EXCESS LIAB					AGGREGATE \$
☐ OCCUR					\$
☐ CLAIMS-MADE					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			WC STATU-TORY LIMITS \$
If yes, describe under DESCRIPTION OF OPERATIONS below					OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is also listed as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

PORT OF ORANGE
CITY CENTER CIR
PORT ORANGE FL 32129

677-2586

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2017

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 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

Legacy Insurance & Associates Inc.
4869 Palm Coast Pkwy NW Unit 2

Palm Coast

INSURED

Sparks Concrete, LLC
4106 S Nova Rd

Port Orange

FL 32137

FL 32127-5331

CONTACT NAME: David Sanfilippo

PHONE (A/C, No, Ext): (904) 209-4010

E-MAIL ADDRESS: david@legacyinsuranceagents.com

FAX (A/C, No): (386) 264-6715

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: FCB & I Fund

INSURER B:

INSURER C:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					
	EXCESS LIAB					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A				
	Workers Comp					E L EACH ACCIDENT \$ 100,000
	William Sparks is exempt					E L DISEASE - EA EMPLOYEE \$ 100,000
						E L DISEASE - POLICY LIMIT \$ 500,000

10658332

11/17/2016 11/17/2017

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

CERTIFICATE HOLDER

The City of Port Orange - Public Works Dept
407 Virginia Ave
Pt. Orange, FL 32127

CANCELLATION

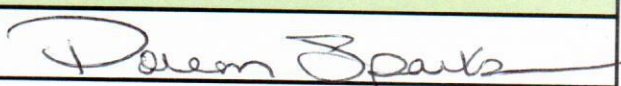
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
GINGER MEADER



**ATTACHMENT 1 BID PROPOSAL
SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
MCDONALD ROAD SIDEWALKS FROM SAULS ST TO 6TH ST
FPID: 435500-1-58-01
ITB # 17-06**

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:	Sparks Concrete LLC
CONTACT PERSON:	Doreen Sparks
EMAIL ADDRESS:	sparksconcrete@cfl.rr.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
I. BASE BID					
101-1	MOBILIZATION	LS	1	\$ 5,200.00	\$ 5,200.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 7,200.00	\$ 7,200.00
104-10-3	SEDIMENT BARRIER	LF	3895	\$ 0.80	\$ 3,116.00
104-18	INLET PROTECTION SYSTEM	EA	29	\$ 65.00	\$ 1,885.00
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	1009	\$ 10.50	\$ 10,594.50
110-1-1	CLEARING AND GRUBBING	AC	1.172	\$ 5,200.00	\$ 6,094.40
110-7-1	MAILBOX, F&I SINGLE	EA	4	\$ 25.00	\$ 100.00
120-1	REGULAR EXCAVATION	CY	88	\$ 40.00	\$ 3,520.00
120-6	EMBANKMENT	CY	98	\$ 50.00	\$ 4,900.00
160-4	TYPE B STABILIZATION	SY	202	\$ 30.00	\$ 6,060.00
285-7-04	OPTIONAL BASE, BASE GROUP 04	SY	195	\$ 10.50	\$ 2,047.50
327-70-16	MILL EXISTING ASPHALT PAVEMENT (1/2" AVG. DEPTH)	SY	1220	\$ 8.65	\$ 10,553.00
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	TN	169	\$ 120.45	\$ 20,356.05
400-0-11	CONC. CLASS NS, GRAVITY WALL	CY	23	\$ 525.00	\$ 12,075.00
415-1-3	REINFORCING STEEL, RETAINING WALLS	LB	319	\$ 28.00	\$ 8,932.00
425-5	MANHOLE, ADJUST, UTILITIES	EA	3	\$ 875.00	\$ 2,625.00
425-6	VALVE BOX, ADJUST	EA	4	\$ 425.00	\$ 1,700.00
425-1211	INLETS, CURB, TYPE 10, <10'	EA	1	\$ 1,600.00	\$ 1,600.00
425-1541	INLETS, DT BOT, TYPE D, <10'	EA	2	\$ 2,400.00	\$ 4,800.00
425-2-91	MANHOLES, J-8, <10'	EA	1	\$ 2,400.00	\$ 2,400.00

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
425-10	YARD DRAIN	EA	2	\$ 275.00	\$ 550.00
430-174-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	LF	74	\$ 45.00	\$ 3,330.00
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	70	\$ 5.20	\$ 364.00
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	LF	31	\$ 52.00	\$ 1,612.00
430-174-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	LF	19	\$ 88.00	\$ 1,672.00
430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD	LF	17	\$ 50.00	\$ 850.00
430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"SD	LF	73	\$ 60.00	\$ 4,380.00
430-200-21	FLARED END SECTION, CONCRETE, 12"	EA	1	\$ 250.00	\$ 250.00
430-982-121	MITERED END SECT, OPTIONAL RD, 12" CD	EA	1	\$ 225.00	\$ 225.00
430-982-125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	1	\$ 275.00	\$ 275.00
430-982-129	MITERED END SECT, OPTIONAL RD, 24" CD	EA	1	\$ 325.00	\$ 325.00
430-982-133	MITERED END SECT, OPTIONAL RD, 30" CD	EA	2	\$ 475.00	\$ 950.00
430-982-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	EA	1	\$ 275.00	\$ 275.00
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	EA	3	\$ 350.00	\$ 1,050.00
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	174	\$ 65.00	\$ 11,310.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	285	\$ 35.00	\$ 9,975.00
520-2-1	CONCRETE CURB, TYPE A	LF	70	\$ 30.00	\$ 2,100.00
522-1	CONCRETE SIDEWALK, 4" THICK (2500 PSI)	SY	1301	\$ 46.00	\$ 59,846.00
522-2	CONCRETE DRIVEWAYS, 6" THICK (2500 PSI)	SY	621	\$ 53.00	\$ 32,913.00
522-3	CONCRETE SIDEWALK, 4" THICK (2500 PSI) (STA 118+14 THRU STA 118+24)	SY	6	\$ 30.00	\$ 180.00
527-2	DETECTABLE WARNINGS	SF	448	\$ 27.00	\$ 12,096.00
570-1-2	PERFORMANCE TURF, SOD	SY	3327	\$ 6.25	\$ 20,793.75
654-2-21	RECTANGULAR RAPID FLASH BEACON, F&I, SOL. SINGLE	AS	2	\$ 8,400.00	\$ 16,800.00
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	AS	29	\$ 175.00	\$ 5,075.00
700-1-60	SINGLE POST SIGN, REMOVE	AS	26	\$ 30.00	\$ 780.00
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	EA	11	\$ 5.00	\$ 55.00
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	806	\$ 4.00	\$ 3,224.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	337	\$ 8.00	\$ 2,696.00
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	EA	1	\$ 195.00	\$ 195.00
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	NM	0.182	\$ 4,300.00	\$ 782.60
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	473	\$ 3.00	\$ 1,419.00
TOTAL					\$ 312,106.80

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
II. ROADWAY CONSTRUCTION (CITY FUNDED)					
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	SY	4	\$ 30.00	\$ 120.00
TOTAL					\$ 120.00
III. ALTERNATE BID ITEMS					
522-1	CONCRETE SIDEWALK, 4" THICK (WITH FIBER) (3000 PSI)	SY	1301	\$ 46.00	\$ 59,846.00
522-2	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI)	SY	621	\$ 53.00	\$ 32,913.00
522-3	CONCRETE SIDEWALK, 6" THICK (WITH FIBER) (3000 PSI) (STA 118+14 THRU STA 118+24)	SY	6	\$ 30.00	\$ 180.00
TOTAL					\$ 92,939.00



**ATTACHMENT 1 BID PROPOSAL
SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
VICTORIA GARDENS BLVD FROM CLYDE MORRIS BLVD TO APPLEVIEW WY
FPID: 435536-1-58-01
ITB # 17-06**

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:	Sparks Concrete LLC
CONTACT PERSON:	Doreen Sparks
EMAIL ADDRESS:	sparksconcrete@cfl.rr.com
AUTHORIZED SIGNATURE:	<i>Doreen Sparks</i>

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
I. BASE BID					
101-1	MOBILIZATION	LS	1	\$ 2,200.00	\$ 2,200.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 3,200.00	\$ 3,200.00
104-10-3	SEDIMENT BARRIER	LF	504	\$ 0.80	\$ 403.20
104-18	INLET PROTECTION SYSTEM	EA	4	\$ 65.00	\$ 260.00
110-1-1	CLEARING AND GRUBBING	AC	0.851	\$ 5,200.00	\$ 4,425.20
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	105	\$ 8.50	\$ 892.50
120-1	REGULAR EXCAVATION	CY	115	\$ 35.00	\$ 4,025.00
120-6	EMBANKMENT	CY	160	\$ 42.00	\$ 6,720.00
160-4	TYPE B STABILIZATION	SY	1192	\$ 6.40	\$ 7,628.80
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	2583	\$ 4.65	\$ 12,010.95
425-1711	INLETS, GUTTER, TYPE V, <10'	EA	2	\$ 1,600.00	\$ 3,200.00
425-6	VALVE BOX, ADJUST	EA	2	\$ 425.00	\$ 850.00
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	10	\$ 42.00	\$ 420.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	148	\$ 35.00	\$ 5,180.00
520-2-4	CONCRETE CURB, TYPE D	LF	897	\$ 30.00	\$ 26,910.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500 PSI)	SY	1537	\$ 46.00	\$ 70,702.00
527-2	DETECTABLE WARNINGS	SF	201	\$ 27.00	\$ 5,427.00
570-1-2	PERFORMANCE TURF, SOD	SY	2583	\$ 6.25	\$ 16,143.75
630-2-11	COUNDUIT, F&I, OPEN TRENCH	LF	7	\$ 20.00	\$ 140.00
632-7-2	SIGNAL CABLE, F&I	LF	7	\$ 20.00	\$ 140.00
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	AS	25	\$ 175.00	\$ 4,375.00
700-1-60	SINGLE POST SIGN, REMOVE	AS	15	\$ 30.00	\$ 450.00

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
700-12-12	SIGN BEACON, F&I, GROUND MOUNT-AC POWERED, TWO BEACONS	AS	1	\$ 7,100.00	\$ 7,100.00
700-12-60	SIGN BEACON, REMOVE BEACON - SIGN TO REMAIN	AS	1	\$ 275.00	\$ 275.00
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	516	\$ 4.00	\$ 2,064.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	407	\$ 8.00	\$ 3,256.00
711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE OR SYMBOL	EA	1	\$ 195.00	\$ 195.00
711-16-201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	0.004	\$ 4,300.00	\$ 17.20
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	349	\$ 3.00	\$ 1,047.00
TOTAL					\$ 189,657.60

II. ALTERNATE BID ITEMS					
522-1	CONCRETE SIDEWALK, 4" THICK (WITH THICKENED EDGE) (WITH FIBER) (3000 PSI)	SY	1537	\$ 45.00	\$ 69,165.00
TOTAL					\$ 69,165.00

BID BOND

BID BOND

Executed in 1 Counterpart

Bond No. N/A

KNOW ALL MEN BY THESE PRESENTS that Sparks Concrete, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 4106 South Nova Rd, Port Orange, FL 32127, Tel.: 386-760-1002, (hereinafter called "PRINCIPAL"), and Merchants Bonding Company (Mutual), as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at PO Box 14498, Des Moines, IA 50306-3498, Tel.: 515-243-8171 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Amount Bid dollars and (---)/100 (\$----5%----), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated August 17, 2017, for:

Project Name / Bid No.: ITB # 17-06; McDonald Road Sidewalk from Sauls Street to 6th Street and Victoria Garden Sidewalk from Clyde Morris Boulevard to Appleview Way

Project Address: McDonald Road from Sauls Street to 6th Street and Victoria Garden from Clyde Morris Boulevard to Appleview Way

Legal Description: See Attached

Description of Work: Installation of ADA compliant sidewalk, handrail, gravity wall, minor drainage improvements, minor milling and resurfacing, clearing, grubbing, thermoplastic mitered ends, sod and excavation.

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 17th day of August, A.D. 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company)

PRINCIPAL: Sparks Concrete, LLC

William Sparks
Signature
owner
Corporate Officer & Title

ATTEST:

Doreen Sparks
Signature
office manager
Corporate Secretary (Affix Corporate Seal)

WITNESSES

[Signature]
Andrea Carillo

SURETY: Merchants Bonding Company (Mutual)

Don Bramlage
Attorney-in-Fact (signature)
Don Bramlage, Attorney-In-Fact & FL Lic. Res. Agent
Name & Title
Don Bramlage - Florida Surety Bonds, Inc.
Name of Local Resident Agent
1326 S Ridgewood Ave Ste 15, Daytona Beach, FL 32114
City, State, Zip
386-898-0507

ATTEST:

Susan L. Reich
Signature
Susan L. Reich
Corporate Secretary (Affix Corporate Seal)

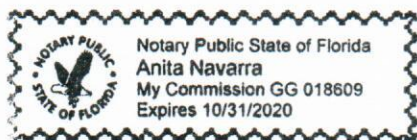
Telephone:
A.M. Best No.: A, VIII NAIC No.: 14494

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me this day personally appeared Don Bramlage (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Merchants Bonding Co. (Mutual) (corporate surety) and that this person has been authorized by Merchants Bonding Co. (Mutual) (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant Don Bramlage

Sworn to / Affirmed and subscribed before me this 17th day of August 2017 by Don Bramlage who is personally known to me or who produced N/A as identification.



Anita Navarra
NOTARY PUBLIC - STATE OF
Type or print name Anita Navarra
Commission No. GG 018609
Commission Expires October 31, 2020
(Seal)

END OF BID BOND

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl Foley; Don Bramlage; Glenn Arvanitis; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Lisa Roseland; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of July, 2016



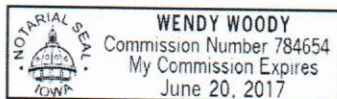
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 1st day of July, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Wendy Woody
Notary Public, Polk County, Iowa

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of August, 2017



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2016
Admitted Assets	
Cash and Invested Assets	
Bonds	\$ 99,609,050
Common Stocks	34,554,907
Real Estate	14,082,359
Cash and Short-Term Investments	8,853,046
Total Cash and Invested Assets	157,099,362
Investment Income Due and Accrued	726,231
Premiums in the Course of Collection	6,780,595
Reinsurance Recoverable from Reinsurers	1,762,971
Current Federal Income Taxes Recoverable	509,039
Net Deferred Tax Asset	2,839,844
Receivable from Affiliate	5,046,493
Other Assets	4,409,652
Total Admitted Assets	\$ 179,174,187
Liabilities & Surplus	
Liabilities	
Losses	\$ 6,085,116
Reinsurance Payable on Paid Losses and LAE	456,049
Loss Adjustment Expenses	12,376,927
Commissions Payable	1,693,624
Other Expenses	3,055,594
Taxes, Licenses, and Fees	459,859
Unearned Premiums	36,366,628
Dividends Declared to Policyholders	2,532,681
Reinsurance Payable to Reinsurers	1,938,619
Amounts Withheld for Others	5,790,819
Total Liabilities	70,755,916
Surplus	108,418,271
Total Liabilities and Policyholders' Surplus	\$ 179,174,187

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2016, to the best of my knowledge and belief.


Don Blum, CFO & Treasurer

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

General Decision Number: FL170234 01/06/2017 FL234

Superseded General Decision Number: FL20160234

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* ELEC0915-004 12/07/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 26.53	10.07

SUFL2013-052 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 15.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 13.97	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.38	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.36	0.00

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.55	0.00
LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 14.66	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 13.46	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00
OPERATOR: Bulldozer.....	\$ 15.23	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.01	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 15.63	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.88	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.01	0.00
OPERATOR: Scraper.....	\$ 12.21	0.00

OPERATOR: Screed.....	\$ 14.66	0.00
OPERATOR: Trencher.....	\$ 14.25	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 14.25	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.28	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.57	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

□



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: Yes

SUBJECT: (B7c) Award of ITB #17-36 to Cubco, Inc. for T-shirts, Staff Shirts, and Sporting Uniforms

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve contract award with Cubco Inc for T-shirts, Uniforms and sports uniforms, approve spending authorities not to exceed \$67,870 for Parks & Recreation and \$17,850 for Public Utilities and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: ITB # 17-36 was opened on September 21, 2017 for T-Shirts, staff shirts and sport uniforms. Three bids were received and Cubco Inc. was the apparent low bidder. These services will be utilized by the Parks and Recreation and Public Utilities Departments. Parks and Recreation's spending authority annually is not to exceed \$67,870 and Public Utilities' spending authority is not to exceed \$17,850 annually.
Staff recommends approval.

Project No.: Funding Account No.: 401 0200 533 5212
401 0400 535 5212
401 0500 536 5212
401 0800 536 5212
401 0824 536 5212
401 0900 536 5212
401 0901 536 5212
001 4400 572 5212
001 5106 572 5212
001 5200 579 5212

ATTACHMENTS:

1.	Standard Contract for Services	Cubco Inc Standard Contract for Services with City of Port Orange.pdf
2.	RFP	ITB 17-36 Final.pdf
3.	Bid Tab	ITB 17-36 Tabulation Sheet (09-22-17).pdf
4.	Cubco's response	ITB 17-36 Cubco T-Shirts Response(09-21-17).pdf
5.	Intent to Award Revised	Intent To Award ITB 17-36.pdf

Susan Lovallo	Created/Initiated - 09/26/2017
Susan Lovallo	Approved - 10/06/2017
Julia Wiggins	Approved - 10/06/2017
Rick Wilson	Approved - 10/06/2017
Tracey Riehm	Approved - 10/09/2017
Margaret Roberts	Approved - 10/10/2017
Jake Johansson	Approved - 10/10/2017
Robin Fenwick	Final Approval - 10/10/2017



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **CUBCO, INC.** ("Contractor"), a Florida corporation whose principal address is 605 Commercial Drive, Daytona Beach, Florida 32117. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with T-Shirts, Staff Shirts and Sports Uniforms, including belts, hats and socks, as further described in Invitation to Bid No 17-36 ("ITB 17-36") and Contractor Proposal, attached hereto as Exhibit "1." A complete copy of ITB 17-36, and the Contractor's Response is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Term: Notwithstanding the date of execution, the term of this Contract shall commence on October 17, 2017 and shall continue for two (2) years (the "Term"), and may be renewed by mutual written agreement of the Parties for two (2) additional one-year periods. Renewals shall be subject to review and approval by the City Manager.

Manner and Place: The work shall be performed as outlined in Exhibit "1," and in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB – Port Orange. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the unit prices set forth in Exhibit "1," subject to a limit not to exceed Sixty-Seven Thousand Eight Hundred Seventy and 00/100 Dollars (\$67,870.00) per fiscal year for the Parks and Recreation Department, and subject to a limit not to exceed Seventeen Thousand Eight Hundred Fifty and 00/100 Dollars (\$17,850.00) per fiscal year for

the Public Utilities Department. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

4. Contract Administration. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

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

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

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

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

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

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

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

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

[Remainder of this page intentionally left blank]

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	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 work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Body Injury: \$200,000 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
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Department Head waives Insurance for work under \$_____, unless otherwise required by law.		

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

13. Modifications or Changes to this Contract

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

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

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

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

14. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

17. Inspection

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

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

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

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

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

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

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing

subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between this Contract and Exhibit No. 1, this Contract shall control.

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: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Cubco, Inc.
Attention: Stephen R. Jenkins, President
605 Commercial Drive
Daytona Beach, Florida 32117
(386) 254-2709 – Telephone
(386) 238-4046
info@stanjenkinsjr.com

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

26. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

Witnesses:

CUBCO, INC.

By: _____

Stephen R. Jenkins, President

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Stephen R. Jenkins, as President of Cubco, Inc., a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



"ATTACHMENT 1" ITB 17-36 SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE

ITB# 17-36

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from website:

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS: Cubco, Inc												
CONTACT PERSON: Stanley Jenkins, Jr												
EMAIL ADDRESS: info@stanjenkinsjr.com												
AUTHORIZED SIGNATURE:												
ITEM #	DESCRIPTION	MATERIAL	SIZES	ACCEPTABLE BRANDS	ESTIMATED QUANTITY	UNIT	UNIT COST YOUTH SIZE	UNIT COST ADULT SIZE	UNIT COST POCKET	UNIT COST SPIDER ADULT	TOTAL	TOTAL COST 12 DOZ
1	T- Shirt solid color. Order will include multiple colors. Pocket optional	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 36.60	\$ 36.60	\$ 71.40		\$ 144.60	\$ 1,735.20
2	T- Shirt Tie Dye or spider. Order will include multiple colors.	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 90.00	\$ 90.00	N/A	\$ -	\$ 180.00	\$ 2,160.00
3	T- Shirt Long Sleeve. One solid color.	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 81.00	\$ 81.00			\$ 162.00	\$ 1,944.00
4	T- Shirt sport polyester youth shirt solid color.	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 49.20	\$ 58.20			\$ 107.40	\$ 1,288.80
5	Polo solid one color. 5.6 oz. Pocket optional.	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 68.40	\$ 85.80	\$ 105.00		\$ 259.20	\$ 3,110.40
6	Polo one solid color	Moister Management	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 61.20	\$ 85.80			\$ 147.00	\$ 1,764.00
7	Polo multi color shirt	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	N/A	\$ 154.20			\$ 154.20	\$ 1,850.40
8	Basketball Jersey Tricot mesh reversible sleeveless in assorted colors. Fully reversible rib knit V neck wide shoulders bottom hem finished separately for embellishment. Each layer has contrast color side panel with stripe	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 72.60	\$ 72.60			\$ 145.20	\$ 1,742.40
9	Baseball Jersey 2 button placket t shirt in assorted solid colors.	Moister Management	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 91.80	\$ 91.80			\$ 183.60	\$ 2,203.20
10	Softball Jersey V neck T shirt assorted solid colors	Moister Management	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 91.80	\$ 91.80			\$ 183.60	\$ 2,203.20
11	Tennis Shirts- winning streak crew; in assorted colors. Odor resistant, breathable pin hole mesh shoulders, side panels and back. Self fabric collar. Set in sleeves. Contrast piping on front and back of shoulders and side panels.	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 154.80	\$ 154.80			\$ 309.60	\$ 3,715.20
12	Soccer Jersey Polyester wicking closed hole mesh inserts in assorted colors. Rib- knit V neck Collar. Contrast color front and side inserts. Raglan sleeves	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 130.80	\$ 130.80			\$ 261.60	\$ 3,139.20
13	Soccer Jersey two button athletic jersey in assorted colors. Contrast color stripe on sleeves. Raglan sleeves	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 130.80	\$ 130.80			\$ 261.60	\$ 3,139.20

EXHIBIT "1"

ITEM #	DESCRIPTION	MATERIAL	SIZES	ACCEPTABLE BRANDS	ESTIMATED QUANTITY	UNIT	UNIT COST	UNIT COST	UNIT COST	UNIT COST	TOTAL	TOTAL COST 12 DOZ
14	Baseball Cap; low profile 6 panel, Polysnap no rope. Fuse buckram and pre curved bill. Assorted colors including camo	100% Polyester	Youth and adult	Augusta, A-4, Badger, Gildan or Jerzee A4	12	DOZ	\$ 45.80	\$ 46.80			\$ 93.00	\$ 1,123.20
15	Soccer Socks- In assorted colors. Fully cushioned foot.	80% acrylic/ 15% nylon/ 5% elastic	Youth and adult	A4	12	DOZ	\$ 42.60	\$ 42.60			\$ 85.20	\$ 1,022.40
16	Baseball Socks- In assorted colors. Fully cushioned foot.	43% polyester/ 35% cotton/ 16% acrylic/ 6% elastic	Youth and adult		12	DOZ	\$ 42.60	\$ 3.55			\$ 46.15	\$ 553.80
ITEM #	DESCRIPTION	MATERIAL			ESTIMATED QUANTITY	UNIT	XXL	XXLX	XXXXL	TALL		
17	Extra size adult shirts				12	DOZ	\$ 18.00	\$ 24.00	\$ 36.00	\$ 18.00	\$ 192.00	\$ 2,304.00
18	Re orders shirts, jerseys, polos and hats-Cost above Bid Price				12	DOZ	\$ 24.00				\$ 24.00	\$ 288.00
ITEM #	DESCRIPTION				ESTIMATED QUANTITY	UNIT						
1	Screen Print logo or text on shirt or jersey one color one location				12	DOZ	\$ 18.00				\$ 18.00	\$ 216.00
2	Screen Print logo or text on shirt or jersey two color one location				12	DOZ	\$ 22.80				\$ 22.80	\$ 273.60
3	Screen Print logo or text on shirt or jersey three color one location				12	DOZ	\$ 27.60				\$ 27.60	\$ 331.20
4	Screen Print number on shirt or jersey In one location				12	DOZ	\$ 18.00				\$ 18.00	\$ 216.00
5	Screen Print logo or text one color on hat				12	DOZ	\$ 20.40				\$ 20.40	\$ 244.80
6	Embroider logo or text with pre shrunk thread multi color in one location on shirt				12	DOZ	\$ 72.00				\$ 72.00	\$ 864.00
7	Embroider logo or text with pre shrunk thread multi color in one location on hat				12	DOZ	\$ 72.00				\$ 72.00	\$ 864.00
TOTAL BASE BID											\$	\$ 38,296.20

EXHIBIT "1"

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

Provide T-Shirts, Staff Shirts and Sports Uniforms including belts, hats and socks for The City of Port Orange.

SCOPE OF WORK:

1. Delivery of completed orders are to be made to the address listed on the purchase order within 14 calendar days of order.
2. Imprint on shirts must be readable and last for a minimum of eight-(8) weeks. Youth shirts may include up to 65 different screens.
3. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (90) days from the date of bid opening.
4. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
5. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.
6. Prices for t-shirts and related items other than item specific shall be in the form of a discount from current manufacturer's suggested list or retail price. Awarded bidders may provide updated manufacturer's price lists on a quarterly basis. Only price lists issued, printed and distributed by the manufacturer will be acceptable. Price lists issued and provided and distributed by a supplier are unacceptable. All percentages shall include freight charges and are to be issued F.O.B. destination/delivered to the City of Port Orange, Florida.
7. Prices to include set up charge, screen print, art work charge, shipping and handling, additional cost for XXL, XXXL. Periodically the City will request the standard City logo (4 color Embroidery print) to be embroidered and affixed to garments purchased and owned by the employees. The batch will consist of no less than a dozen-(12) assorted items, and will be paid for in cash by the employees themselves. Therefore, tax should be applied.
8. Please indicate additional cost if any for extended sizing of shirts (XXL and above or tall sizes), and identify size with appropriate cost. Example:
XXL Add \$1.00
XXXL Add \$1.50

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

T-SHIRTS, STAFF SHIRTS AND SPORT UNIFORMS ITB #17-36



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: August 25, 2017

Bid Due Date and Time: September 21, 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 #17-36 T-SHIRTS, STAFF SHIRTS AND SPORT UNIFORMS

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #17-36 T-SHIRTS, STAFF SHIRTS AND SPORT UNIFORMS. 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 September 21, 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 **September 8, 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.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission.

DESCRIPTION: *Provide T-Shirts, Staff Shirts and Sport Uniforms for The City of Port Orange.*

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 Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #17-36 T-SHIRTS, STAFF SHIRTS AND SPORT UNIFORMS in the subject line. Last day for questions will be **September 15, 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 David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #17-36 T-SHIRTS, STAFF SHIRTS AND SPORT UNIFORMS."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – August 25, 2017

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #17-36 _____
BID TITLE:	T-SHIRTS, STAFF SHIRTS AND SPORT UNIFORMS _____
DUE DATE/TIME:	September 21, 2017 at 2:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Battaglia Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of providing T-Shirts, Staff Shirts and Sports Uniforms Including belts, hats and socks for The City of Port Orange 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:.....August 25, 2017

Non-Mandatory Pre-Bid ConferenceSeptember 8, 2017 at 10:00 A.M.

Deadline for Questions:September 15, 2017 by 5:00 P.M.

Final Addendum Posting:September 18, 2017 by 5:00 P.M.

Bids Due:September 21, 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:

City of Port Orange City Clerk's Office
Attn: David Battaglia, Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the 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. 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 "ITB #17-36 T-SHIRTS, STAFF SHIRTS AND SPORT UNIFORMS" 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.

Only the locked, fillable Excel document provided by the City with this ITB will be accepted for submittal of the Vendor's Bid/Cost/Fee Proposal. Any other form of submittal will be deemed non-responsive.

MINIMUM QUALIFICATIONS:

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

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

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

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

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

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

Provide T-Shirts, Staff Shirts and Sports Uniforms Including belts, hats and socks for The City of Port Orange.

SCOPE OF WORK:

1. Delivery of completed orders are to be made to the address listed on the purchase order within 14 calendar days of order.
2. Imprint on shirts must be readable and last for a minimum of eight-(8) weeks. Youth shirts may include up to 65 different screens.
3. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (90) days from the date of bid opening.
4. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
5. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.
6. Prices for t-shirts and related items other than item specific shall be in the form of a discount from current manufacturer's suggested list or retail price. Awarded bidders may provide updated manufacturer's price lists on a quarterly basis. Only price lists issued, printed and distributed by the manufacturer will be acceptable. Price lists issued and provided and distributed by a supplier are unacceptable. All percentages shall include freight charges and are to be issued F.O.B. destination/delivered to the City of Port Orange, Florida.
7. Prices to include set up charge, screen print, art work charge, shipping and handling, additional cost for XXL, XXXL. Periodically the City will request the standard City logo (4 color Embroidery print) to be embroidered and affixed to garments purchased and owned by the employees. The batch will consist of no less than a dozen-(12) assorted items, and will be paid for in cash by the employees themselves. Therefore, tax should be applied.
8. Please indicate additional cost if any for extended sizing of shirts (XXL and above or tall sizes), and identify size with appropriate cost. Example:
XXL Add \$1.00
XXXL Add \$1.50

A SAMPLE ORDER IS BELOW

Color of Ink	Team Name	Color of Shirt	YS	YM	YL	AS	AM	AL	AXL	A2XL	A3XL	A4XL	Numbers	Sponsor	
T-BALL															
<i>Jerzees Sport Moisture Management Tee (21B & 21M)</i>															Hats
White	Bobcats	Maroon	10	3									1-13	Dustin's BBQ	13 youth
White	Braves	Royal Blue	10	3									1-13	Dustin's BBQ	13 youth
Orange	Gators	White	11	2									1-13	Dustin's BBQ	13 youth
Black	Giants	Safety Orange	11	2									1-13	Dustin's BBQ	13 youth
Black	Hawks	Safety Green	10	3									1-13	McDonald's	13 youth
White	Pirates	Red	13										1-13	Dustin's BBQ	13 youth
Black	Rangers	White	11	2									1-13	Fashion Tile	13 youth
White	Rays	Charcoal Grey	12	1									1-13	Dustin's BBQ	13 youth
White	Royals	Navy Blue	9	4									1-13	Dustin's BBQ	13 youth
White	Sharks	Black	12	1									1-13	Dustin's BBQ	13 youth
White	Tortugas	Forest Green	10	3									1-13	Prestige Carpet	13 youth
White	Yankees	Athletic Heather	7	4	2								1-13	Dustin's BBQ	13 youth
T-BALL COACHES															
<i>Jerzees Sport Moisture Management Tee (21B & 21M)</i>															Hats
White	Bobcats	Maroon					1	1					COACH		2 adult
White	Braves	Royal Blue						1			1		COACH		2 adult
Orange	Gators	White				1			1				COACH		2 adult
Black	Giants	Safety Orange							2				COACH		2 adult
Black	Hawks	Safety Green						1	1				COACH		2 adult
White	Pirates	Red							2				COACH		2 adult
Black	Rangers	White							2				COACH		2 adult
White	Rays	Charcoal Grey					2						COACH		2 adult
White	Royals	Navy Blue							2				COACH		2 adult
White	Sharks	Black					1		1				COACH		2 adult
White	Tortugas	Forest Green					1	1					COACH		2 adult
White	Yankees	Heather Grey							2				COACH		

Color of Ink	Team Name	Color of Shirt	YS	YM	YL	AS	AM	AL	AXL	A2XL	A3XL	A4XL	Numbers	Sponsor	
8U MACHINE PITCH															
<i>Badger 7930- B- Core Placket</i>															Hats
Black	Rays	White	5	5	3								1-13	Country Inn & Suites	13 youth
White	Cardinals	Red	6	5	2								1-13	Calvery Chapel	13 youth
Black	Embur Flames	Columbia Blue	3	8	1	1							1-13	Scardina USA	13 youth
White	Falcons	Royal Blue	2	6	3	2							1-13	Parrish Family Dentistry	13 youth
Black	Gators	Grey	3	5		4	1						1-13	Country Inn & Suites	13 youth
White	Indians	Cobalt Blue	6	4	3								1-13	Prestige Carpet	13 youth
Black	Mustangs	Vegas Gold	3	8	1	1							1-13	Country Inn & Suites	13 youth
Black	Orioles	Orange	7	2	2	2							1-13	Country Inn & Suites	13 youth
White	Player's Inc.	Navy Blue	2	8	3								1-13	Country Inn & Suites	13 youth
White	Giants	Maroon	3	9	1								1-13	One Hour Air Conditioning	13 youth
White	Tigers	Black	5	7	1								1-13	Shepley Fence	13 youth
White	Tortugas	Forest Green	4	6	3								1-13	Damore, Delgado, Romanik & Rawlins	13 youth
8U MACHINE PITCH COACHES															
<i>Badger 7930- B- Core Placket</i>															Hats
Black	Rays	White						1		1			COACH		2 adult
White	Cardinals	Red									2		COACH		2 adult
Black	Embur Flames	Carolina Blue									1	1	COACH		2 adult
White	Falcons	Royal Blue						1	1				COACH		2 adult
Black	Gators	Grey						1	1				COACH		2 adult
White	Indians	Cobalt Blue						1	1				COACH		2 adult
Black	Mustangs	Vegas Gold								2			COACH		2 adult
Black	Orioles	Orange						2					COACH		2 adult
White	Player's Inc.	Navy Blue							1		1		COACH		2 adult
White	Giants	Maroon						2					COACH		2 adult
White	Tigers	Black								2			COACH		2 adult
White	Tortugas	Forest Green							1	1			COACH		2 adult

Color of Ink	Team Name	Color of Shirt	YS	YM	YL	AS	AM	AL	AXL	A2XL	A3XL	A4XL	Numbers	Sponsor	Hats
10U BOYS BASEBALL															
<i>Badger 7930- B- Core Placket</i>															
Black	Crush	Orange		8	1	2	1						1-12	Politis & Matovina	12 adult
White	Makos	Red	1	6	5								1-12	POSD Rotary	12 adult
White	Rays	Navy Blue	1	6	4			1					1-12	Prestige Carpet	12 adult
White	Rockies	Black		6	5			1					1-12	Country Inn & Suites	12 adult
Black	Royals	Columbia Blue	2	6	4								1-12	Giuseppes Steel City Pizza	12 adult
Black	Sox	White		6	6								1-12	SIGN-O-SAURUS	12 adult
10U BOYS BASEBALL COACHES SHIRTS															Hats
<i>Badger 7930- B- Core Placket</i>															
Black	Crush	Orange						1		1			COACH		2 adult
White	Makos	Red						2					COACH		2 adult
White	Rays	Navy Blue							2				COACH		2 adult
White	Rockies	Black								2			COACH		2 adult
Black	Royals	Columbia Blue							2				COACH		2 adult
Black	White	Sox						1	1				COACH		2 adult

Color of Ink	Team Name	Color of Shirt	YS	YM	YL	AS	AM	AL	AXL	A2XL	A3XL	A4XL	Numbers	Sponsor	Hats
12U BOYS BASEBALL															
<i>Badger 7930- B- Core Placket</i>															
White	Rockies	Black		1	6	5							1-12	ICI Homes	12 adult
White	Indians	Maroon		1	6	4	1						1-12	Rebecca Schneider Foundation	12 adult
White	Dodgers	Colbalt Blue		1	3	4	1	2	1				1-12	Main Point Church	12 adult
White	Braves	Red		3	4	3		1	1				1-12	Affordable Roofing & Construction	12 adult
White	Blue Jays	Royal Blue		5	5	1	1						1-12	Pinch A Penny	12 adult
12U BOYS BASEBALL COACHES SHIRTS															Hats
<i>Badger 7930- B- Core Placket</i>															
White	Rockies	Black						1	1				COACH		2 adult
White	Indians	Maroon							2				COACH		2 adult
White	Dodgers	Colbalt Blue							1		1		COACH		2 adult
White	Braves	Red						1	1				COACH		2 adult
White	Blue Jays	Royal Blue						1	1				COACH		2 adult

Color of Ink	Team Name	Color of Shirt	YS	YM	YL	AS	AM	AL	AXL	A2XL	A3XL	A4XL	Numbers	Sponsor	Hats
15U BOYS BASEBALL															
<i>Badger 7930- B- Core Placket</i>															
Black	Hurricanes	Orange			1	5	5	1	1				1-13	New Life Church	13 adult
White	Mets	Black		1	2	6		4					1-13	Navarra Construction	13 adult
White	Rays	Navy Blue			3	2	5	2	1				1-13	ICI Homes	13 adult
White	Dodgers	Royal Blue				6	3	3	1				1-13	Rich Masonry Contractors POSD Rotary (on the sleeve)	13 adult
15U BOYS BASEBALL COACHES SHIRTS															Hats
<i>Badger 7930-B-Core Placket</i>															
Black	Hurricanes	Orange						1	1				COACH		2 adult
White	Mets	Black						2					COACH		2 adult
White	Rays	Navy Blue							2				COACH		2 adult
White	Dodgers	Royal Blue						2					COACH		2 adult
Color of Ink	Team Name	Color of Shirt	YS	YM	YL	AS	AM	AL	AXL	A2XL	A3XL	A4XL	Numbers	Sponsor	Socks
12U GIRLS SOFTBALL															
<i>Augusta 1236 Triumph Jersey</i>															
White	Panthers	Black		2	4	1	2		4				1-13	Adorno Trucking Inc.	13 youth
Black	Panthers	White		3	2	5	2		1				1-13	J & S Fabricators, LLC	13 youth
White	Panthers	Navy Blue	1	4	3	3	1	1					1-13	Halifax Injury Physicians	13 youth
Black	Panthers	Columbia Blue		2	2	5	2	2					1-13	H & R Glass	13 youth
12U GIRLS SOFTBALL COACHES SHIRTS															Hats
<i>Gildan DryBlend Adult Jersey Polo (G8800)</i>															
White	Panthers	Black						2					COACH		2 adult
Black	Panthers	White			1	1							COACH		2 adult
White	Panthers	Navy Blue								1	1		COACH		2 adult
Black	Panthers	Columbia Blue						2					COACH		2 adult

Color of Ink	Team Name	Color of Shirt	YS	YM	YL	AS	AM	AL	AXL	A2XL	A3XL	A4XL	Numbers	Sponsor	Socks
14U GIRLS SOFTBALL															
<i>Augusta 1236 Triumph Jersey</i>															
White	Panthers	Navy Blue		1		3	3	2	2	1			1-12	Family Days	12 adult
White	Panthers	Black				5	5	2					1-12	Ball Parks 4 Him	12 adult
Black	Panthers	Orange			2	1	7		2				1-12	Giles Electric	12 adult
Black	Panthers	White		1	2	6	1	1		1			1-12	Country Inn & Suites	12 adult
14U GIRLS SOFTBALL COACHES SHIRTS															Hats
<i>Gildan DryBlend Adult Jersey Polo (G8800)</i>															
White	Panthers	Navy Blue					1	1					COACH		2 adult
White	Panthers	Black					1				1		COACH		2 adult
Black	Panthers	Orange						1	1				COACH		2 adult
Black	Panthers	White					1		1				COACH		2 adult
Color of Ink	Team Name	Color of Shirt	YS	YM	YL	AS	AM	AL	AXL	A2XL	A3XL	A4XL	Numbers	Sponsor	Socks
16U GIRLS SOFTBALL															
<i>Augusta 1236 Triumph Jersey</i>															
White	Panthers	Black			1		6	2	1	2	1		1-13	ICI Homes	13 adult
Black	Panthers	White				2	7	2	2				1-13	Daytona Toyota	13 adult
16U GIRLS SOFTBALL COACHES SHIRTS															Hats
<i>Gildan DryBlend Adult Jersey Polo (G8800)</i>															
White	Panthers	Black					1	1					COACH		2 adult
Black	Panthers	White							1		1		COACH		2 adult

All Black Hats with white lettering
 325 youth and 300 adult
 I am ordering extras in each size

Softball Socks- order the socks in the color of the jerseys
 The softball coaches are getting the polo shirts and hats

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".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

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

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

3. ADDITIONAL GOODS

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

4. **ANTI-COLLUSION STATEMENT**

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

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

8. **AWARDS**

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

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

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

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

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

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

10. **BID RETURNS**

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

11. **BID PROTEST**

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

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

12. **BID/PROPOSAL TABULATION**

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

13. **BONDS**

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

14. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

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

16. **CHANGE ORDER REQUEST NOTIFICATION**

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

17. **CLEAN UP**

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

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

18. **CONDUCT OF VENDORS**

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

19. **CONE OF SILENCE**

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

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the

forementioned 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**

If applicable 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: David Battaglia, Purchasing Agent, 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.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90)Days from the ITB opening date.

CONTRACT TERM

The term of the contract shall be from the date of award through for two (2) years, and may, be renewed by mutual agreement between the City of Port Orange and the awardee for an additional two (2) one (1) year periods.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have a minimum of five (5) years' prior successful experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

ESCALATION / DE-ESCALATION: Bid prices shall remain firm for a period of 12 months from the date of award. The contract prices may be changed after that time for the following reasons:
An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written requests for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

[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– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Listing of Subcontractors
- _____ Form 7.10 – Vendor Application
- _____ Form 7.11 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: _____

Payment Remit to Name: _____

Contact Person and Title: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Taxpayer Identification Number (TIN): _____

Tax Classification:

- | | |
|---|--|
| ☐ Individual/Sole Proprietor/Single Member LLC | ☐ S Corporation |
| ☐ Partnership | ☐ C Corporation |
| ☐ Other (Explain) _____ | ☐ Trust/Estate |

Current W-9 Attached (Required) ☐ Yes

Type of Commodity/Services _____

Does your company accept Purchasing Cards (i.e. Visa)? ☐ Yes ☐ No

Permanent Address:

Address _____

City _____ State _____ Zip Code _____

Remit to Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Please inform the Purchasing Division of all address, contact information or insurance changes.

PURCHASING GENERAL TERMS AND CONDITIONS

The City objects in advance to the inclusion of any additional terms and conditions proposed by the vendor in its acceptance or acknowledgement of any order. The inclusion of terms and conditions, or reference thereto, by the vendor shall be of no significance, shall not be binding on the City, and the City's acceptance of the vendor's goods or services shall not be deemed as acceptance of such terms and conditions. The terms and conditions contained in a Supplemental Document, as defined hereinafter, to the Purchase Order shall only control if and when a Supplemental Document to the Purchase Order is signed by the City Manager or Mayor. The terms and conditions contained in a Supplemental Document fully executed by the City Manager or Mayor are incorporated herein by this reference. **In the event that a vendor contracts with the City via a Supplemental Document and there is a conflict between the general terms and conditions set forth herein and the Supplemental Document, the terms and conditions of the Supplemental Document shall control. Supplemental Document shall be defined as to include invitation to bid, proposal, quote, and contract.** Unless otherwise stated on the face of a purchase order, the following terms and conditions shall apply:

- 1. ACCEPTANCE.** The Purchase Order ("PO") issued by the City of Port Orange ("the City") and made apart hereof by reference, becomes a binding contract, subject to the terms and conditions set forth herein, upon confirmation of the PO by the Vendor; or by the commencement of the work set forth in the PO; or by acceptance of payment for the work set forth in the PO. Any change, addition or modification to the terms set forth on the face of the PO must be agreed to in writing by the City.
- 2. ASSIGNMENT.** Neither the PO nor any interest under such PO may be assigned by Vendor without the prior written consent of City.
- 3. CHANGES.** City shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs or the time required for Vendor's required performance, an equitable adjustment will be made and the PO will be modified, in writing, accordingly.
- 4. COMPLIANCE WITH LAWS.** Vendor warrants that all goods and services applicable under the PO will have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws and regulations. Vendor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are incorporated by this reference.
- 5. FREIGHT.** Vendor shall ensure that shipper complies with the shipping terms and instructions stated on the face of the PO. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (i) a chargeback for any freight cost increase; or (ii) a chargeback for the full cost of the freight.
- 6. INSPECTION.**
 - a. All goods and/or services, purchased are subject to City's inspection, test and approval at destination, whether or not prior payments have been made or inspections have been performed by the City. All goods and/or services not in accordance with specifications may be rejected and held subject to shippers' orders. Shipper must pay all expenses, including freight both ways, on rejected goods.
 - b. If goods and/or services provided hereunder are rejected, in whole or in part by the City by reason of the Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein and on the face of the PO, City, after notifying Vendor in writing may (i) return the rejected portion of such goods and/or services to Vendor at Vendor's expense or hold the same for such disposal as Vendor shall indicate, without invalidating the remainder of the PO; (ii) may reject the

entire shipment of goods and cancel the PO for any undelivered goods; or (iii) to cause Vendor to pay City promptly for expenses incurred in remedying the defective or nonconforming goods and/or services (including without limitation, the purchase of substitute (or functionally equivalent) goods and/or services), or to cause Vendor, at Vendor's expense, to expeditiously replace, upgrade, or repair any defective or rejected goods. If the option set forth in (i) is exercised, City may, in its discretion, reduce the quantity specified in the PO by the number of goods and/or services returned or rejected.

7. INDEMNIFICATION. The City reserves the right to add in a Supplemental Document, as previously defined to include invitation to bid, proposal, quote, and contract, the following clause or substantially similar language:

Vendor 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 Vendor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Vendor 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 by or resulting from the sole negligence of City or any of its officers, agents, or employees.

8. INTELLECTUAL PROPERTY INDEMNIFICATION. Vendor warrants that there has been no violation or infringement of any copyright, trade name, trademark, patent or related intellectual property right, as a result of manufacturing, producing or selling the goods. Vendor further agrees to defend and indemnify City, its officers, agents and employees from all claims, expenses and liabilities arising from any actual or alleged intellectual property violation or infringement.

9. INSURANCE. THE DEPARTMENT HEAD HAS THE RIGHT TO WAIVE CERTAIN INSURANCE REQUIREMENTS AND SHALL PROVIDE THE WAIVER WITH THE REQUEST FOR PURCHASE ORDER. IF INSURANCE IS REQUIRED, THE FOLLOWING TERMS SHALL APPLY:

Vendor shall maintain all insurance as required by the City. Vendor shall provide to the City a certificate of insurance evidencing coverage and identifying the City as an additional insured. Failure of the Vendor to provide a certificate of insurance shall not relieve the Vendor from its responsibility to maintain the insurance coverage required by the City. The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount and classification required by the City. 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. For worker's 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 for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Vendor shall not commence work until the City has received a certificate or certificates of insurance and endorsements evidencing the required insurance. Vendor shall be solely responsible to provide the City the written original certificate, notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. If insurance policies required are not provided to the City within thirty (30) days of the date requested, this Vendor Application and Agreement may be terminated.

10. INVOICING. Vendor agrees to submit an invoice with each shipment showing the PO number. All invoices should be issued to the City c/o Accounts Payable. The discount period of any cash discounts available to the City will commence on the date of the invoice. When freight is prepaid by Vendor, Vendor must show freight charges separately; before adding freight charges, and submit a copy of the freight bill with the invoice. No allowance will be made for boxes, reels, drums or other returnable containers unless so stated on the face of the PO and invoiced separately.

11. JURISDICTION AND VENUE. For any suit or proceeding to enforce the provisions of the PO, Vendor irrevocably consents to the jurisdiction of the Courts of the State of Florida. Furthermore, Vendor agrees that the PO will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, without giving effect to its principles of conflicts of law.

12. OVERSHIPMENT. Quantities in excess of that shown on the face of the PO, if rejected, will be returned to Vendor at Vendor's risk and expense. Any excess quantities that City accepts will be billed at the PO price.

13. TERMINATION. City reserves the right to cancel all or any part of the PO without penalty.

14. TIME. Time is of the essence of the PO. The City reserves the right to cancel the PO (or any portion) without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by City.

15. TITLE. Unless the face of the PO provides for the City's assumption of ownership at the point of shipment, title to the goods purchased under the PO remains with the Vendor until such goods are off-loaded at the City facility or site specified on the face of the PO; provided, however, that in all cases, Vendor shall bear all risks of loss or damage in transit until such goods are delivered to City's facility or site and accepted by City or its designee.

16. WARRANTY. Vendor expressly warrants that all goods, services, workmanship, and title furnished and/or delivered pursuant to the PO and the terms and conditions stated herein will be free from defects in material, workmanship and title. Further Vendor warrants all goods and/or services will conform in all respects to all applicable specifications, drawings, and shall be fit for its intended use and service. All goods and/or services shall be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by City unless otherwise stipulated herein. Upon notification by City, Vendor shall correct any defect either by repair or replacement of the defective goods subject to the approval of the City, at Vendor's expense, provided that City's continued use of said defective goods pending repair or replacement shall not constitute a waiver by City under the PO. Further warrants that all goods and/or services covered by the PO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-956) and its regulations in effect as of the date of the PO. These warranties shall survive acceptance of and payment for the goods and/or services furnished.

17. PAYMENT. Vendor agrees that payment will be made subject to "Local Government Prompt Payment Act", Sections 218.70-218.74, Florida Statutes, and in accordance with the City's policies and procedures, including but not limited to the requirement that Vendor shall be required to maintain a Current Vendor Application on file with the City. Prior to release of payment, Vendor shall be required to make current the vendor application on file with the City. For purposes set forth herein, a "Current Vendor Application" shall include the following: 1) an updated, completed, and executed current vendor application; 2) proof of current and updated insurance, if required; 3) updated and completed W-9, and 4) any other documentation that may be required by the City or otherwise required by law.

18. PUBLIC RECORDS COMPLIANCE. Vendor shall also be defined as to include the term set forth in Chapter 119.0701(1)(a), Florida Statutes. Vendor 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 records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
- (d) Upon completion of the Contract, Vendor shall transfer to the City, at no cost, all public records in possession of the Vendor 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.
- (e) Comply with the City's request for records within a reasonable time. Failure to comply with the City's request for records within a reasonable time may subject Vendor to penalties set forth in Chapter 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT 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

19. SEVERABILITY. Vendor understands and agrees that if any provision, term, or condition stated herein or on the face of the PO is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Vendor and the City shall be construed and enforced as if the PO and this Vendor Application and Agreement did not contain the particular provision, term or condition held to be invalid.

20. COUNTERPARTS; FACSIMILE SIGNATURES. This Vendor Application and 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. Any party may effect the execution and delivery of this Vendor Application and Agreement by signing the same and sending a copy thereof to the City by facsimile, email or other electronic mean and so executed, shall have the full force and effect as an original.

***[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES FOLLOW ON NEXT PAGE]***

ACKNOWLEDGEMENT AND AUTHORIZATION

Vendor acknowledges, authorizes, and agrees to the following:

1. The Vendor, as also defined to include principals and officers authorized to legally bind and obligate the Vendor for purposes set forth herein, does hereby certify under penalty of law that this Vendor Application and Agreement and all attachments provided are correct and were prepared under Vendor direction or supervision. Furthermore, Vendor is legally authorized to sign this Vendor Application and Agreement and by such execution does hereby approve and accept all of the terms and conditions contained herein.
2. The Vendor does hereby certify that Vendor has read and understands the Vendor Application and Agreement and Purchasing General Terms and Conditions contained herein.
3. The Vendor does hereby certify that no person (or concern) in connection with the Vendor, so far as is known, is disqualified from public contracting or purchasing from any agency of the federal government, State of Florida or City of Port Orange. Vendor further certifies that Vendor will notify the City of Port Orange should any person (or concern) in connection with the Vendor, so far as is known, becomes disqualified while Vendor contracts with the City of Port Orange.
4. Vendor acknowledges and agrees to be bound by the terms and conditions set forth in the Current Vendor Application form approved by the City Finance Director, posted on the City's website, www.port-orange.org as of the date of issuance on the face of the PO and as otherwise referenced herein. Furthermore, it shall be the Vendor's responsibility to maintain a Current Vendor Application, as defined in Section 16 of this Vendor Application and Agreement, on file with the City. Vendor agrees that the City is not required to make payment until the Current Vendor Application is filed.

Name of Vendor: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please return the completed Vendor Application and Agreement along with the required documentation to:

City of Port Orange
Attn: Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Or email: PurchDiv@port-orange.org

Any questions, please call the Purchasing Division at (386) 506-5718.

**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.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>Applies to accounts maintained outside the U.S.</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. 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.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table>	Social security number													-					or									Employer identification number													-				
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Employer identification number																																														
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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	<table border="1"><tr><td>Signature of U.S. person ▶</td><td>Date ▶</td></tr></table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or a abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

*** NOTE TO VENDORS***

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

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

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

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

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

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

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

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

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

FORM 7.11 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.11 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 17-36 SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE
ITB# 17-36

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from website:

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

ITEM #	DESCRIPTION	MATERIAL	SIZES	ACCEPTABLE BRANDS	ESTIMATED QUANTITY	UNIT	UNIT COST	UNIT COST	UNIT COST	UNIT COST	TOTAL COST
							YOUTH SIZE	ADULT SIZE	POCKET	SPIDER ADULT	
1	T- Shirt solid color. Order will include multiple colors. Pocket optional	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 65 doz	EA.	\$ -	\$ -	\$ -		\$ -
2	T- Shirt Tie Dye or spider. Order will include multiple colors.	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 65 doz	EA.	\$ -	\$ -	\$ -	\$ -	\$ -
3	T- Shirt Long Sleeve. One solid color.	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 50 doz	EA.	\$ -	\$ -			\$ -
4	T- Shirt sport polyester youth shirt solid color.	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 16 doz	EA.	\$ -	\$ -			\$ -
5	Polo solid one color. 5.6 oz. Pocket optional.	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 16 doz	EA.	\$ -	\$ -	\$ -		\$ -
6	Polo one solid color	Moister Management	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 16 doz	EA.	\$ -	\$ -			\$ -
7	Polo multi color shirt	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 16 doz	EA.	\$ -	\$ -			\$ -
8	Basketball Jersey Tricot mesh reversible sleeveless in assorted colors. Fully reversible rib knit V neck wide shoulders bottom hem finished separately for embellishment. Each layer has contrast color side panel with stripe	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 16 doz	EA.	\$ -	\$ -			\$ -
9	Baseball Jersey 2 button placket t shirt in assorted solid colors.	Moister Management	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 50 doz	EA.	\$ -	\$ -			\$ -
10	Softball Jersey V neck T shirt assorted solid colors	Moister Management	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 50 doz	EA.	\$ -	\$ -			\$ -
11	Tennis Shirts- winning streak crew; in assorted colors. Odor resistant, breathable pin hole mesh shoulders, side panels and back. Self fabric collar. Set in sleeves. Contrast piping on front and back of shoulders and side panels.	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 25 doz	EA.	\$ -	\$ -			\$ -
12	Soccer Jersey Polyester wicking closed hole mesh inserts in assorted colors. Rib- knit V neck Collar. Contrast color front and side inserts. Raglan sleeves	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 50 doz	EA.	\$ -	\$ -			\$ -
13	Soccer Jersey two button athletic jersey in assorted colors. Contrast color stripe on sleeves. Raglan sleeves	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	1 doz- 50 doz	EA.	\$ -	\$ -			\$ -
14	Baseball Cap; low profile 6 panel. Polysnap no rope. Fuse buckram and pre curved bill. Assorted colors including camo	100% Polyester	Youth and adult	Augusta, A-4, Badger, Gildan or Jerzee	65 doz	EA.	\$ -	\$ -			\$ -
15	Soccer Socks- in assorted colors. Fully cushioned foot.	80% acrylis/ 15% nylon/ 5% elastic	Youth and adult	A4	65 doz	EA.	\$ -	\$ -			\$ -
16	Baseball Socks- in assorted colors. Fully cushioned foot.	45% polyester 35% cotton/ 16% acrylis/ 6% elastic	Youth and adult	A4	65 doz	EA.	\$ -	\$ -			\$ -
ITEM #	DESCRIPTION	MATERIAL			ESTIMATED QUANTITY	UNIT	XXL	XXLX	XXXXL	TALL	
17	Extra size adult shirts				1 to 1 doz	EA.	\$ -	\$ -	\$ -	\$ -	\$ -
							COST ABOVE BID				
18	Re orders shirts, jerseys, polos and hats-Cost above Bid Price				1 to 1 doz	EA.	\$ -				\$ -
ITEM #	DESCRIPTION	ESTIMATED QUANTITY				UNIT	UNIT COST				\$ -
1	Screen Print logo or text on shirt or jersey one color one location	1 doz-65 doz				EA.	\$ -				\$ -
2	Screen Print logo or text on shirt or jersey two color one location	1 doz-65 doz				EA.	\$ -				\$ -
3	Screen Print logo or text on shirt or jersey three color one location	1 doz-65 doz				EA.	\$ -				\$ -
4	Screen Print number on shirt or jersey in one location	1 doz-65 doz				EA.	\$ -				\$ -
5	Screen Print logo or text one color on hat	1 doz-65 doz				EA.	\$ -				\$ -
6	Embroider logo or text with pre shrunk thread multi color in one location on shirt	1 doz-65 doz				EA.	\$ -				\$ -
7	Embroider logo or text with pre shrunk thread multi color in one location on hat	1 doz-65 doz				EA.	\$ -				\$ -
TOTAL BASE BID											\$ -



CITY OF PORT ORANGE STANDARD CONTRACT FOR GOODS/SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following*: Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "____," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

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

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

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

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

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy 2-272 (Alterations or modifications of contracts), shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

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

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

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

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

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

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

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

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

19. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as

provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force

Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

25. Additional Provisions. As may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

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

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

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____

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

28. Contract Construction

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

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

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

[Remainder of this page intentionally left blank]

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐

is personally known to me; or

☐

has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA ____]



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

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

ITB NUMBER:

ITB TITLE: ITB #17-36 T-SHIRTS, STAFF SHIRTS AND SPORT UNIFORMS

OPENING DATE/TIME: SEPTEMBER 21, 2017 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		BSN Sports	Cubco T-Shirts	Express Press	
1	Form 7.1 Submittal Checklist	YES	YES	YES	
2	Form 7.2 Bidder's Acknowledgment	YES	YES	YES	
3	Form 7.3 Addendum & Change Order Acknowledgment	YES	YES	YES	
4	Form 7.4 Drug Free Preference Statement	YES	YES	YES	
5	Form 7.5 Statement on Public Entity Crimes	YES	YES	YES	
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	
7	Form 7.7 Statement of Vendors Qualifications	YES	YES	YES	
8	Form 7.8 Professional References	YES	YES	YES	
9	Form 7.9 Listing of Subcontractors	YES	YES	YES	
10	Form 7.10 Vendor Application	YES	YES	YES	
11	Form 7.11 Local Business Affidavit of Eligibility	NA	YES	NA	
12	Attachment 1-Bid Proposal	YES	YES	YES	
1 Original, 1 Digital Copy		YES	YES	YES	
Deemed Responsive?		YES	YES	YES	
TOTAL BASE BID		\$ 45,799.92	\$ 38,296.20	\$ 41,149.44	\$ -
Opened and tabulated by: David Battaglia, Purchasing Agent					
Witnessed by: Jim Tillman , Purchasing Manager					

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

T-SHIRTS, STAFF SHIRTS AND SPORT UNIFORMS

ITB #17-36



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: August 25, 2017

Bid Due Date and Time: September 21, 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

ORIGINAL

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– Statement of Vendor’s Qualifications
-  Form 7.8 – Professional References for Previous Experience
-  Form 7.9 – Listing of Subcontractors
-  Form 7.10 – Vendor Application
-  Form 7.11 – Local Business Affidavit of Eligibility
-  Attachment 1 – Bid Proposal
-  Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY:

CUBCO, Inc

Name of Business



Authorized Signature

9/21/17

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

CHIBCO, INC
NAME OF BUSINESS

[Signature]
AUTHORIZED SIGNATURE

Stanley E. Jenkins Jr. MGR
NAME, TITLE, TYPED

59-2777077
FEDERAL IDENTIFICATION #

STATE OF FL COUNTY OF Volusia

605 Commercial Dr
MAILING ADDRESS

Holly Hill, FL 32117
CITY, STATE & ZIP CODE

386-254-2706 (TEL)
386-238-4046 (FAX)
TELEPHONE NUMBER / FAX NUMBER

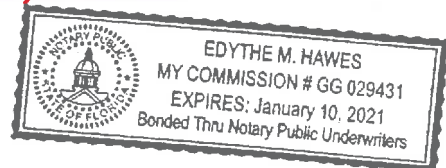
Info@STANJENKINSJr.COM
E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of 9/20, 2019 by Stanley E. Jenkins Jr., who is personally known to me or who has produced an identification and who did take an oath.

My Commission Expires:

[Signature]
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 8/31/17 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."

CUBLO, INC

Name of Business

By: [Signature]
Printed Name: STANLEY E. JENKINS
Title: MGR

STATE OF FL
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 20 day of September, 2017, by
STAN JENKINS, as _____ of _____
(NAME) (TITLE)

(NAME OF ORGANIZATION) and who:

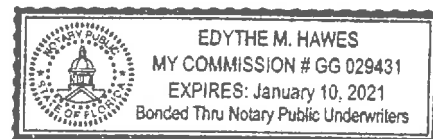
[Notary: Please select one]

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

[Signature]
Notary Public, State of _____

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

August 31, 2017

T-SHIRTS, STAFF SHIRTS AND SPORT UNIFORMS ITB #17-36

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated August 25, 2017 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

1. On Page 70 of ITB #17-36 T-SHIRTS, STAFF SHIRTS AND SPORT UNIFORMS depicted in the PDF quantities are appeared to be bid by the each. This bid must be bid by the dozen. The correct Excel form is uploaded to DemandStar and should be used to submit your bid. It is also attached as an example to this addendum.

In all other respects, except as specifically stated herein, the subject ITB 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.

CUBCO, Inc

Name of Business

By: Stanley E. Jenkins

Printed Name: Stanley E. Jenkins

Title: MCU

STATE OF FL
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 20 day of September, 2017, by
Stanley E. Jenkins as _____ of _____
(NAME) (TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Edythe M. Rames
Notary Public, State of _____

Printed, typed or _____
My Commission # GG 029431
EXPIRES: January 10, 2021
Bonded Thru Notary Public Underwriters

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 Stan J. Jenkins, who, being by me first duly sworn, made the following statement:

1. The business address of 605 Commercial Dr (name of Offeror or business) is CUBCO, INC
2. My relationship to CUBCO, INC (name of Offeror or business) is MCA (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.)

CUBCO, INC

Name of Business

By: Stan J. Jenkins

Printed Name: Stan J. Jenkins

Title: MCA

STATE OF FL

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 20 day of September, 2017 by Stan J. Jenkins, as _____ of _____

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Notary Public, State of FL EDYTHE M. HAWES
Printed, typed or stamped name, Commission # GG 029431
EXPIRES: January 10, 2021
Bonded Thru Notary Public Underwriters

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: CUBCO, INC

SIGNED BY: [Signature]
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Stanley E Jenkins Jr

TITLE: MCN

ADDRESS: 605 Commercial Dr

CITY: Houghville STATE: FL ZIP CODE: 32117

TELEPHONE: 386-254-2706 FAX: 386-238-4046

COMPLETION TIME: _____

F.E.I.N. NUMBER: 59-2777077

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 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

SEE ATTACHED

FORM 7.7- STATEMENT OF VENDOR'S QUALIFICATIONS

- A. Cubco, Inc.
- B. 605 Commercial Drive Holly Hill, FL 32117
- C. 1987
- D. Florida
- E. 30
- F. None at this time.
- G. Screen Printing, Embroidery, Promotional Products, and Trophies
- H. 1.Always Completed 2. None Filed
- I. No
- J. Many 5k run shirts across Volusia Flagler County
- K. 3 Automated Screen Printing Presses, and two Dryers
- L. 30 Experience Several Employees have over 15 years with Cubco
- M. Years of Experience, Some College Degrees
- N. Open
- O. Wells Fargo
- P. If Needed

(Form 7.7 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.

CYBCO, INC
Name of Business

By: [Signature]
Printed Name: Stanley E Jenkins Jr
Title: Mgr

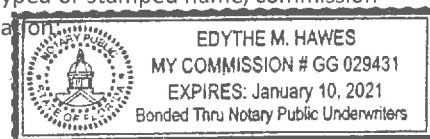
STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 20 day of September, 2017, by
STAN JENKINS, as _____
of _____ and who:

[Notary: Please select one]

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

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



This document must be completed and returned with your Submittal

FORM 7.8 – 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 Co. School Board
Contact Person: Chip Kent
City, State: Daytona Beach, FL 32114
Telephone Number: 424-0053 EXT 33110
Email Address: _____
Description of goods or
Services provided: SCHOOL BUS DRIVER UNIFORMS
Contract Amount: 184,000 (2 yrs)
Start/End Date of Contract: 2011-2012
2. Company Name: Volusia Co. Lifeguards
Contact Person: Joey Mallock
City, State: Daytona Beach, FL 32118
Telephone Number: 386-239-7873
Email Address: Beach Safety@Volusia.org
Description of goods or
Services provided: Uniforms
Contract Amount: OPEN
Start/End Date of Contract: OVER 10 YEARS
3. Company Name: MAINLAND Sr High School - Band
Contact Person: Mr. Mims (Johnny)
City, State: Daytona Beach, FL 32114
Telephone Number: 386-226-0300
Email Address: JBIMIS@VOLUSIA.K12.FL.US
Description of goods or
Services provided: SHIRTS / SHORTS / MATS
Contract Amount: OVER \$5,000 -
Start/End Date of Contract: REPEATS YEARLY

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange
 Attn: Purchasing Division
 (386) 506-5718
PurchDiv@port-orange.org
 1000 City Center Circle
 Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: CHBCO, INC
 Payment Remit to Name: CHBCO, INC
 Contact Person and Title: STANLEY E JENKINS Jr. MGR
 Phone Number: 386-254-2706 Fax Number: 386-238-4046
 Email Address: Info@StanJenkinsJr.Com
 Taxpayer Identification Number (TIN): 59-2777 077

Tax Classification:

- | | |
|---|--|
| ☐ Individual/Sole Proprietor/Single Member LLC | ☐ S Corporation |
| ☐ Partnership | ☐ C Corporation |
| ☒ Other (Explain) <u>LLC</u> | ☐ Trust/Estate |

Current W-9 Attached (Required) ☒ Yes

Type of Commodity/Services Clothing - uniforms - Pano Products - Trophies

Does your company accept Purchasing Cards (i.e. Visa)? ☒ Yes ☐ No

Permanent Address:

Address 605 Commercial Dr.
 City Malabar State FL Zip Code 32979

Remit to Address (if different from above):

Address (Same)
 City _____ State _____ Zip Code _____

Please inform the Purchasing Division of all address, contact information or insurance changes.

PURCHASING GENERAL TERMS AND CONDITIONS

The City objects in advance to the inclusion of any additional terms and conditions proposed by the vendor in its acceptance or acknowledgement of any order. The inclusion of terms and conditions, or reference thereto, by the vendor shall be of no significance, shall not be binding on the City, and the City's acceptance of the vendor's goods or services shall not be deemed as acceptance of such terms and conditions. The terms and conditions contained in a Supplemental Document, as defined hereinafter, to the Purchase Order shall only control if and when a Supplemental Document to the Purchase Order is signed by the City Manager or Mayor. The terms and conditions contained in a Supplemental Document fully executed by the City Manager or Mayor are incorporated herein by this reference. **In the event that a vendor contracts with the City via a Supplemental Document and there is a conflict between the general terms and conditions set forth herein and the Supplemental Document, the terms and conditions of the Supplemental Document shall control. Supplemental Document shall be defined as to include invitation to bid, proposal, quote, and contract.** Unless otherwise stated on the face of a purchase order, the following terms and conditions shall apply:

1. **ACCEPTANCE.** The Purchase Order ("PO") issued by the City of Port Orange ("the City") and made apart hereof by reference, becomes a binding contract, subject to the terms and conditions set forth herein, upon confirmation of the PO by the Vendor; or by the commencement of the work set forth in the PO; or by acceptance of payment for the work set forth in the PO. Any change, addition or modification to the terms set forth on the face of the PO must be agreed to in writing by the City.
2. **ASSIGNMENT.** Neither the PO nor any interest under such PO may be assigned by Vendor without the prior written consent of City.
3. **CHANGES.** City shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs or the time required for Vendor's required performance, an equitable adjustment will be made and the PO will be modified, in writing, accordingly.
4. **COMPLIANCE WITH LAWS.** Vendor warrants that all goods and services applicable under the PO will have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws and regulations. Vendor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are incorporated by this reference.
5. **FREIGHT.** Vendor shall ensure that shipper complies with the shipping terms and instructions stated on the face of the PO. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (i) a chargeback for any freight cost increase; or (ii) a chargeback for the full cost of the freight.
6. **INSPECTION.**
 - a. All goods and/or services, purchased are subject to City's inspection, test and approval at destination, whether or not prior payments have been made or inspections have been performed by the City. All goods and/or services not in accordance with specifications may be rejected and held subject to shippers' orders. Shipper must pay all expenses, including freight both ways, on rejected goods.
 - b. If goods and/or services provided hereunder are rejected, in whole or in part by the City by reason of the Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein and on the face of the PO, City, after notifying Vendor in writing may (i) return the rejected portion of such goods and/or services to Vendor at Vendor's expense or hold the same for such disposal as Vendor shall indicate, without invalidating the remainder of the PO; (ii) may reject the

entire shipment of goods and cancel the PO for any undelivered goods; or (iii) to cause Vendor to pay City promptly for expenses incurred in remedying the defective or nonconforming goods and/or services (including without limitation, the purchase of substitute (or functionally equivalent) goods and/or services), or to cause Vendor, at Vendor's expense, to expeditiously replace, upgrade, or repair any defective or rejected goods. If the option set forth in (i) is exercised, City may, in its discretion, reduce the quantity specified in the PO by the number of goods and/or services returned or rejected.

7. INDEMNIFICATION. The City reserves the right to add in a Supplemental Document, as previously defined to include invitation to bid, proposal, quote, and contract, the following clause or substantially similar language:

Vendor 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 Vendor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Vendor 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 by or resulting from the sole negligence of City or any of its officers, agents, or employees.

8. INTELLECTUAL PROPERTY INDEMNIFICATION. Vendor warrants that there has been no violation or infringement of any copyright, trade name, trademark, patent or related intellectual property right, as a result of manufacturing, producing or selling the goods. Vendor further agrees to defend and indemnify City, its officers, agents and employees from all claims, expenses and liabilities arising from any actual or alleged intellectual property violation or infringement.

9. INSURANCE. THE DEPARTMENT HEAD HAS THE RIGHT TO WAIVE CERTAIN INSURANCE REQUIREMENTS AND SHALL PROVIDE THE WAIVER WITH THE REQUEST FOR PURCHASE ORDER. IF INSURANCE IS REQUIRED, THE FOLLOWING TERMS SHALL APPLY:

Vendor shall maintain all insurance as required by the City. Vendor shall provide to the City a certificate of insurance evidencing coverage and identifying the City as an additional insured. Failure of the Vendor to provide a certificate of insurance shall not relieve the Vendor from its responsibility to maintain the insurance coverage required by the City. The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount and classification required by the City. 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. For worker's 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 for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Vendor shall not commence work until the City has received a certificate or certificates of insurance and endorsements evidencing the required insurance. Vendor shall be solely responsible to provide the City the written original certificate, notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. If insurance policies required are not provided to the City within thirty (30) days of the date requested, this Vendor Application and Agreement may be terminated.

10. INVOICING. Vendor agrees to submit an invoice with each shipment showing the PO number. All invoices should be issued to the City c/o Accounts Payable. The discount period of any cash discounts available to the City will commence on the date of the invoice. When freight is prepaid by Vendor, Vendor must show freight charges separately; before adding freight charges, and submit a copy of the freight bill with the invoice. No allowance will be made for boxes, reels, drums or other returnable containers unless so stated on the face of the PO and invoiced separately.

11. JURISDICTION AND VENUE. For any suit or proceeding to enforce the provisions of the PO, Vendor irrevocably consents to the jurisdiction of the Courts of the State of Florida. Furthermore, Vendor agrees that the PO will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, without giving effect to its principles of conflicts of law.

12. OVERSHIPMENT. Quantities in excess of that shown on the face of the PO, if rejected, will be returned to Vendor at Vendor's risk and expense. Any excess quantities that City accepts will be billed at the PO price.

13. TERMINATION. City reserves the right to cancel all or any part of the PO without penalty.

14. TIME. Time is of the essence of the PO. The City reserves the right to cancel the PO (or any portion) without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by City.

15. TITLE. Unless the face of the PO provides for the City's assumption of ownership at the point of shipment, title to the goods purchased under the PO remains with the Vendor until such goods are off-loaded at the City facility or site specified on the face of the PO; provided, however, that in all cases, Vendor shall bear all risks of loss or damage in transit until such goods are delivered to City's facility or site and accepted by City or its designee.

16. WARRANTY. Vendor expressly warrants that all goods, services, workmanship, and title furnished and/or delivered pursuant to the PO and the terms and conditions stated herein will be free from defects in material, workmanship and title. Further Vendor warrants all goods and/or services will conform in all respects to all applicable specifications, drawings, and shall be fit for its intended use and service. All goods and/or services shall be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by City unless otherwise stipulated herein. Upon notification by City, Vendor shall correct any defect either by repair or replacement of the defective goods subject to the approval of the City, at Vendor's expense, provided that City's continued use of said defective goods pending repair or replacement shall not constitute a waiver by City under the PO. Further warrants that all goods and/or services covered by the PO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-956) and its regulations in effect as of the date of the PO. These warranties shall survive acceptance of and payment for the goods and/or services furnished.

17. PAYMENT. Vendor agrees that payment will be made subject to "Local Government Prompt Payment Act", Sections 218.70-218.74, Florida Statutes, and in accordance with the City's policies and procedures, including but not limited to the requirement that Vendor shall be required to maintain a Current Vendor Application on file with the City. Prior to release of payment, Vendor shall be required to make current the vendor application on file with the City. For purposes set forth herein, a "Current Vendor Application" shall include the following: 1) an updated, completed, and executed current vendor application; 2) proof of current and updated insurance, if required; 3) updated and completed W-9, and 4) any other documentation that may be required by the City or otherwise required by law.

18. PUBLIC RECORDS COMPLIANCE. Vendor shall also be defined as to include the term set forth in Chapter 119.0701(1)(a), Florida Statutes. Vendor 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 records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
- (d) Upon completion of the Contract, Vendor shall transfer to the City, at no cost, all public records in possession of the Vendor 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.
- (e) Comply with the City's request for records within a reasonable time. Failure to comply with the City's request for records within a reasonable time may subject Vendor to penalties set forth in Chapter 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT 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

19. SEVERABILITY. Vendor understands and agrees that if any provision, term, or condition stated herein or on the face of the PO is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Vendor and the City shall be construed and enforced as if the PO and this Vendor Application and Agreement did not contain the particular provision, term or condition held to be invalid.

20. COUNTERPARTS; FACSIMILE SIGNATURES. This Vendor Application and 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. Any party may effect the execution and delivery of this Vendor Application and Agreement by signing the same and sending a copy thereof to the City by facsimile, email or other electronic mean and so executed, shall have the full force and effect as an original.

***[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES FOLLOW ON NEXT PAGE]***

ACKNOWLEDGEMENT AND AUTHORIZATION

Vendor acknowledges, authorizes, and agrees to the following:

1. The Vendor, as also defined to include principals and officers authorized to legally bind and obligate the Vendor for purposes set forth herein, does hereby certify under penalty of law that this Vendor Application and Agreement and all attachments provided are correct and were prepared under Vendor direction or supervision. Furthermore, Vendor is legally authorized to sign this Vendor Application and Agreement and by such execution does hereby approve and accept all of the terms and conditions contained herein.
2. The Vendor does hereby certify that Vendor has read and understands the Vendor Application and Agreement and Purchasing General Terms and Conditions contained herein.
3. The Vendor does hereby certify that no person (or concern) in connection with the Vendor, so far as is known, is disqualified from public contracting or purchasing from any agency of the federal government, State of Florida or City of Port Orange. Vendor further certifies that Vendor will notify the City of Port Orange should any person (or concern) in connection with the Vendor, so far as is known, becomes disqualified while Vendor contracts with the City of Port Orange.
4. Vendor acknowledges and agrees to be bound by the terms and conditions set forth in the Current Vendor Application form approved by the City Finance Director, posted on the City's website, www.port-orange.org as of the date of issuance on the face of the PO and as otherwise referenced herein. Furthermore, it shall be the Vendor's responsibility to maintain a Current Vendor Application, as defined in Section 16 of this Vendor Application and Agreement, on file with the City. Vendor agrees that the City is not required to make payment until the Current Vendor Application is filed.

Name of Vendor: CUSCO, Inc
Signature: [Signature]
Printed Name: Samuel E. Jenkins
Title: Mgr
Date: 9/21/17

Please return the completed Vendor Application and Agreement along with the required documentation to:

City of Port Orange
Attn: Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Or email: PurchDiv@port-orange.org

Any questions, please call the Purchasing Division at (386) 506-5718.

This document must be completed and returned with your Submittal

*** 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: Stacy E. Jenkins Jr

Printed/Types Name: Stacy E. Jenkins Jr Title: Mgr

Commodity/Services Screen Printing - Embroidery - Trophies - Promo Products

This document must be completed and returned with your Submittal

FORM 7.11 – 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 17-36

BUSINESS NAME: CUBCO, INC

CONTACT PERSON/TITLE: Stanley E Jenkins Jr

MAILING ADDRESS: 605 Commerce Dr

CITY-STATE-ZIP: Howey Hill, FL 32117

Length of Time at Address Provided: 7 yrs

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): 59-2777077

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 386-254-2726 FAX: 386-238-4046

EMAIL: info@StanJenkinsJr.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 Stanley E Jenkins Jr who, after being sworn according to law, stated that he or she was authorized to represent CUBCO, INC and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.11 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Edythe M. Hawes

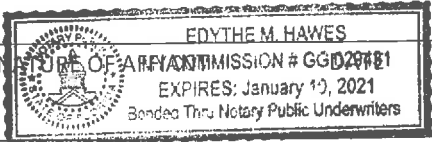
SIGNATURE OF NOTARY PUBLIC

THIS 20 DAY OF September, 2017

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT



PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 17-36 SCHEDULE OF UNIT PRICING

**BID FORM
CITY OF PORT ORANGE
ITB# 17-36**

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from website:

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS: Cubco, Inc												
CONTACT PERSON: Stanley Jenkins, Jr												
EMAIL ADDRESS: info@stanjenkinsjr.com												
AUTHORIZED SIGNATURE:												
ITEM #	DESCRIPTION	MATERIAL	SIZES	ACCEPTABLE BRANDS	ESTIMATED QUANTITY	UNIT	UNIT COST	YOUTH SIZE	ADULT SIZE	POCKET	SPIDER ADULT	TOTAL COST 12 DOZ
1	T- Shirt solid color. Order will include multiple colors. Pocket optional	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 36.60	\$ 36.60	\$ 71.40			\$ 1,735.20
2	T- Shirt Tie Dye or spider. Order will include multiple colors.	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 90.00	\$ 90.00	N/A		\$ -	\$ 2,160.00
3	T- Shirt Long Sleeve. One solid color.	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 81.00	\$ 81.00				\$ 1,944.00
4	T- Shirt sport polyester youth shirt solid color.	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 49.20	\$ 58.20				\$ 1,288.80
5	Polo solid one color. 5.6 oz. Pocket optional.	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 68.40	\$ 85.80	\$ 105.00			\$ 3,110.40
6	Polo one solid color	Moister Management	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 61.20	\$ 85.80				\$ 1,764.00
7	Polo multi color shirt	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	N/A	\$ 154.20				\$ 1,850.40
8	Basketball Jersey Tricot mesh reversible sleeveless in assorted colors. Fully reversible rib knit V neck wide shoulders bottom hem finished separately for embellishment. Each layer has contrast color side panel with stripe	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 72.60	\$ 72.60				\$ 1,742.40
9	Baseball Jersey 2 button placket t shirt in assorted solid colors.	Moister Management	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 91.80	\$ 91.80				\$ 2,203.20
10	Softball Jersey V neck T shirt assorted solid colors	Moister Management	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 91.80	\$ 91.80				\$ 2,203.20
11	Tennis Shirts- winning streak crew; in assorted colors. Odor resistant, breathable pin hole mesh shoulders, side panels and back. Self fabric collar. Set in sleeves. Contrast piping on front and back of shoulders and side panels.	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 154.80	\$ 154.80				\$ 3,715.20
12	Soccer Jersey Polyester wicking closed hole mesh inserts in assorted colors. Rib- knit V neck Collar. Contrast color front and side inserts. Raglan sleeves	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 130.80	\$ 130.80				\$ 3,139.20
13	Soccer Jersey two button athletic jersey in assorted colors. Contrast color stripe on sleeves. Raglan sleeves	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 130.80	\$ 130.80				\$ 3,139.20

ITEM #	DESCRIPTION	MATERIAL	SIZES	ACCEPTABLE BRANDS	ESTIMATED QUANTITY	UNIT	UNIT COST	UNIT COST	UNIT COST	UNIT COST	TOTAL	TOTAL COST 12 DOZ	
14	Baseball Cap- low profile 6 panel. Polysnap no rope. Fuse buckram and pre curved bill. Assorted colors including camo	100% Polyester	Youth and adult	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 46.80	\$ 46.80			\$ 93.60	\$ 1,123.20	
15	Soccer Socks- in assorted colors. Fully cushioned foot.	80% acrylis/ 15% nylon/ 5% elastic	Youth and adult	A4	12	DOZ	\$ 42.60	\$ 42.60			\$ 85.20	\$ 1,022.40	
16	Baseball Socks- in assorted colors. Fully cushioned foot.	43% polyester/ 35% cotton/ 16% acrylis/ 6% elastic	Youth and adult	A4	12	DOZ	\$ 42.60	\$ 3.55			\$ 46.15	\$ 553.80	
ITEM #	DESCRIPTION	MATERIAL			ESTIMATED QUANTITY	UNIT	XXL	XXLX	XXXXL	TALL			
17	Extra size adult shirts				12	DOZ	\$ 18.00	\$ 24.00	\$ 36.00	\$ 18.00	\$ 192.00	\$ 2,304.00	
							COST ABOVE BID						
18	Re orders shirts, jerseys, polos and hats-Cost above Bid Price				12	DOZ	\$ 24.00				\$ 24.00	\$ 288.00	
ITEM #	DESCRIPTION				ESTIMATED QUANTITY	UNIT							
1	Screen Print logo or text on shirt or jersey one color one location				12	DOZ	\$ 18.00				\$ 18.00	\$ 216.00	
2	Screen Print logo or text on shirt or jersey two color one location				12	DOZ	\$ 22.80				\$ 22.80	\$ 273.60	
3	Screen Print logo or text on shirt or jersey three color one location				12	DOZ	\$ 27.60				\$ 27.60	\$ 331.20	
4	Screen Print number on shirt or jersey in one location				12	DOZ	\$ 18.00				\$ 18.00	\$ 216.00	
5	Screen Print logo or text one color on hat				12	DOZ	\$ 20.40				\$ 20.40	\$ 244.80	
6	Embroider logo or text with pre shrunk thread multi color in one location on shirt				12	DOZ	\$ 72.00				\$ 72.00	\$ 864.00	
7	Embroider logo or text with pre shrunk thread multi color in one location on hat				12	DOZ	\$ 72.00				\$ 72.00	\$ 864.00	
							TOTAL BASE BID						\$ 38,296.20



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

CUBCO, INC.

Filing Information

Document Number	J57781
FEI/EIN Number	59-2777077
Date Filed	02/19/1987
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	01/29/2010
Event Effective Date	NONE

Principal Address

605 COMMERCIAL DRIVE
DAYTONA BEACH, FL 32117

Changed: 04/07/2000

Mailing Address

605 COMMERCIAL DRIVE
DAYTONA BEACH, FL 32117

Changed: 04/07/2000

Registered Agent Name & Address

JENKINS, STEPHEN R
99 Old Sunbeam Drive
South Daytona, FL 32119

Name Changed: 01/07/2011

Address Changed: 02/26/2014

Officer/Director Detail

Name & Address

Title D

Jenkins, Stephen R
99 Old Sunbeam Drive
South Daytona, FL 32119

Title D

JENKINS, CARMEN
99 Old Sunbeam Drive
South Daytona, FL 32119

Annual Reports

Report Year	Filed Date
2015	02/25/2015
2016	02/26/2016
2017	02/28/2017

Document Images

02/28/2017 -- ANNUAL REPORT	View image in PDF format
02/26/2016 -- ANNUAL REPORT	View image in PDF format
02/25/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
04/19/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
01/29/2010 -- REINSTATEMENT	View image in PDF format
05/01/2008 -- ANNUAL REPORT	View image in PDF format
03/27/2007 -- ANNUAL REPORT	View image in PDF format
04/12/2006 -- ANNUAL REPORT	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
04/19/2004 -- ANNUAL REPORT	View image in PDF format
04/23/2003 -- ANNUAL REPORT	View image in PDF format
04/29/2002 -- ANNUAL REPORT	View image in PDF format
04/24/2001 -- ANNUAL REPORT	View image in PDF format
04/07/2000 -- ANNUAL REPORT	View image in PDF format
05/03/1999 -- ANNUAL REPORT	View image in PDF format
04/01/1998 -- ANNUAL REPORT	View image in PDF format
03/31/1997 -- ANNUAL REPORT	View image in PDF format
03/19/1996 -- ANNUAL REPORT	View image in PDF format
07/14/1995 -- ANNUAL REPORT	View image in PDF format

**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.
CUBCO INC

2 Business name/disregarded entity name, if different from above
CUBCO, INC

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☒ Other (see instructions) ▶ LLC

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.)
605 Cornwell Dr

6 City, state, and ZIP code
Montreal, QC H3T 1Y7

7 List account number(s) here (optional)

8 Requester's name and address (optional)
City of B. + O. M. T. C.

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

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [Signature] Date ▶ 9/21/17

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/irb.

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.

This document must be completed and returned with your Submittal



CUBCO-1

OP ID: LD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/21/2017

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 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 Capital Partners Insurance 298 S. Nova Road, Suite F Ormond Beach, FL 32174 Timothy A. Thomas	386-672-2827	CONTACT NAME: Timothy A. Thomas PHONE (A/C, No, Ext): 386-672-2827 E-MAIL ADDRESS: andy@capitalpartnersinsurance.com	FAX (A/C, No): 386-672-5156
INSURED Cubco, Inc. 605 Commercial Blvd. Holly Hill, FL 32117		INSURER(S) AFFORDING COVERAGE	
		INSURER A: First Community Ins Co	NAIC #: 13990
		INSURER B: AmTrust North America	2538
		INSURER C: Star Insurance Company	18023
		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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Primary & Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		090004972150009	03/14/2017	03/14/2018	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		WPP1504843 00	10/22/2016	10/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC0777961	01/15/2017	01/15/2018	☒ PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Shirt/Hat Printing

Fax; 506-5699

CERTIFICATE HOLDER

CANCELLATION

CITY PO City of Port Orange 1000 City Center Circle Port Orange, FL 32119	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



INTENT TO AWARD

ITB #17-36

T-SHIRTS, STAFF SHIRTS AND SPORT UNIFORMS

October 3, 2017

On September 21, 2017 purchasing received three (3) bid proposal submittals for ITB #17-36 T-Shirts, Staff Shirts and Sport Uniforms.

After review of the proposals submitted, City staff has made its recommendation to award to Cubco Inc. of Holly Hill, Florida in the following unit amounts listed in the Schedule of Unit Prices attached to this award.

Recommendation to the award will be presented for City Council approval on October 17, 2017.

**David Battaglia
Purchasing Agent**



"ATTACHMENT 1" ITB 17-36 SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB# 17-36

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

Instruction to save Attachment from website:

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:	Cubco, Inc
CONTACT PERSON:	Stanley Jenkins, Jr
EMAIL ADDRESS:	info@stanjenkinsjr.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	MATERIAL	SIZES	ACCEPTABLE BRANDS	ESTIMATED QUANTITY	UNIT	UNIT COST	UNIT COST	UNIT COST	UNIT COST	TOTAL	TOTAL COST 12 DOZ
					12-Doz		YOUTH SIZE	ADULT SIZE	POCKET	SPIDER ADULT		
1	T- Shirt solid color. Order will include multiple colors. Pocket optional	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 36.60	\$ 36.60	\$ 71.40		\$ 144.60	\$ 1,735.20
2	T- Shirt Tie Dye or spider. Order will include multiple colors.	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 90.00	\$ 90.00	N/A	\$ -	\$ 180.00	\$ 2,160.00
3	T- Shirt Long Sleeve. One solid color.	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 81.00	\$ 81.00			\$ 162.00	\$ 1,944.00
4	T- Shirt sport polyester youth shirt solid color.	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 49.20	\$ 58.20			\$ 107.40	\$ 1,288.80
5	Polo solid one color. 5.6 oz. Pocket optional.	50/50 Cotton/Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 68.40	\$ 85.80	\$ 105.00		\$ 259.20	\$ 3,110.40
6	Polo one solid color	Moister Management	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 61.20	\$ 85.80			\$ 147.00	\$ 1,764.00
7	Polo multi color shirt	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	N/A	\$ 154.20			\$ 154.20	\$ 1,850.40
8	Basketball Jersey Tricot mesh reversible sleeveless in assorted colors. Fully reversible rib knit V neck wide shoulders bottom hem finished separately for embellishment. Each layer has contrast color side panel with stripe	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 72.60	\$ 72.60			\$ 145.20	\$ 1,742.40
9	Baseball Jersey 2 button placket t shirt in assorted solid colors.	Moister Management	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 91.80	\$ 91.80			\$ 183.60	\$ 2,203.20
10	Softball Jersey V neck T shirt assorted solid colors	Moister Management	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 91.80	\$ 91.80			\$ 183.60	\$ 2,203.20
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12	Soccer Jersey Polyester wicking closed hole mesh inserts in assorted colors. Rib- knit V neck Collar. Contrast color front and side inserts. Raglan sleeves	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 130.80	\$ 130.80			\$ 261.60	\$ 3,139.20
13	Soccer Jersey two button athletic jersey in assorted colors. Contrast color stripe on sleeves. Raglan sleeves	100% Polyester	Youth XS- Lg Adult Sm- XL	Augusta, A-4, Badger, Gildan or Jerzee	12	DOZ	\$ 130.80	\$ 130.80			\$ 261.60	\$ 3,139.20

[illegible]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: No

SUBJECT: (B7d) Approval of Amendment No. 1 for Government Finance Officers Association (GFOA)

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve material change in scope to GFOA contract for assistance in ERP selection and implementation.

SUMMARY:

In an agreement dated July 28, 2017, the City engaged Government Finance Officers Association (GFOA) to assist staff in process improvements related to, selection of and negotiation with an Enterprise Resource Planning (ERP) software. GFOA recently began mapping our current critical processes and it was determined by staff that it would be beneficial for GFOA to assist in the utility billing process as well. This additional work will cover mapping the current process and recommending changes based on best practices. The utility billing process will include analysis of:

- Customer File
- Property File
- Meter Inventory
- Meter Read
- Billing
- Accounts Receivable
- Payment Receipts, and
- Service Order

Utility billing has been a citizen concern for many years now and is a constant source of problems within the Finance Department. Occasionally issues take hours to resolve expending many man-hours that may be mitigated by correcting the process listed above.

This additional work will not extend the time of the current contract but will cost an additional \$7,000 and is budgeted within the ERP project. If approved, the total cost of the GFOA contract will be increased from to \$86,625 to \$93,625. While the City Manager has authority to approve a change in the amount of a contract up to \$25,000, Council must approve material changes in scope and project time over 30 days (Code of Ordinances 2-272).

Project No.: Funding Account No.:

ATTACHMENTS:

1.	GFOA Amendment No 1	GFOA Amendment No 1.doc
2.	GFOA Contract	GFOA Contract.pdf

Robin Fenwick

Created/Initiated - 09/29/2017

Alan Rosen	Approved - 10/02/2017
Tracey Riehm	Approved - 10/02/2017
Margaret Roberts	Approved - 10/04/2017
Jake Johansson	Approved - 10/04/2017
Robin Fenwick	Final Approval - 10/04/2017

**Amendment Number 1 of the Master Services Agreement between the CITY OF
PORT ORANGE, and the Government Finance Officers Association**

This Amendment No. 1 between the CITY OF PORT ORANGE, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida, 32129 (“**City**”) and the Government Finance Officers Association of the United States and Canada, an Illinois not-for-profit corporation having its offices at 203 North LaSalle Street, Suite 2700, Chicago, IL 60601 (“**Consultant**” or “**GFOA**”)

WHEREAS, the Client and GFOA are parties to an Agreement dated July 28, 2017 (“Agreement”); and

WHEREAS, the Client and GFOA desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the Client and GFOA agree as follows:

1. Section II CITY OBLIGATIONS of the Agreement are updated to increase the not to exceed amount by seven thousand dollars (\$7,000) to ninety-three thousand six hundred twenty five and 00/100 dollars (\$93,625).
2. Exhibit 1 Line Item 1-6 is modified to include the scope of processes listed below.

Utility Billing	• Customer File • Property File • Meter Inventory • Meter Read • Billing • AR • Payment Receipts • Service Order
-----------------	--

3. All other terms and conditions of the Agreement shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

GFOA

CITY OF PORT ORANGE

BY:

BY:

PRINT NAME:

PRINT NAME:

Donald O. Burnette

PRINT TITLE:

CEO / EXECUTIVE DIRECTOR

PRINT TITLE:

Mayor

DATE:

DATE:



CITY OF PORT ORANGE PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is entered into this 28 day of July, 2017, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and GOVERNMENT FINANCE OFFICERS ASSOCIATION OF THE UNITED STATES AND CANADA, INC. ("Consultant"), an Illinois corporation whose principal address is 203 N. Lasalle Street, Suite 2700, Chicago, Illinois 60601. The City and Consultant are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Consultant hereby agrees to provide the City of Port Orange with assistance in Enterprise Resource Planning ("ERP") Selection and Implementation, as more specifically described in Consultant's Proposal dated February 3, 2017, revised March 28, 2017 and Consultant's Price Proposal, attached in part hereto as Exhibit "1." A complete copy of Consultant's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and shall continue until May 31, 2018. Thereafter this Contract shall automatically renew each successive month, not to exceed six (6) renewals, unless Consultant has received notice of non-renewal by the 1st day of the month for the current renewal (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "1," in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Consultant at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Eighty-Six Thousand Six Hundred Twenty-Five and 00/100 Dollars (\$86,625.00), during the term of this Contract including all renewals. The City's obligation to pay Consultant under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

4. Contract Administration. The Assistant City Manager, Alan Rosen, shall perform contract administration of this Contract. The ERP Manager shall be designated by Alan Rosen. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

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

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

(c) Upon receipt of such Notice, the Consultant 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 sub-consultants 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 Consultant as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Consultant 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 Consultant shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Consultant by reason of termination under this clause, the Finance Director shall pay the Consultant 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 Consultant is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Consultant may appeal any claim to the City Council in accordance with Paragraph 18 of this contract concerning disputes.

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

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

(b) The Consultant 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 sub-consultant 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 Consultant involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

If Consultant does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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

10. Termination for Non-Appropriation of Funds

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

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

11. Insurance. Consultant shall maintain insurance during the life of this Contract. Consultant 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. Consultant shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Consultant 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 Consultant for the reasonable additional costs of increased coverage.

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

☐	Officer(s) Exemption	Documentation Required for Exemption: (must be attached to Purchase Order) ☐ Florida Department of Financial Services business activities on exemption detail page. ☐ Verification of Workers' Compensation for employee(s) and subcontractor(s). ☐ List of all subcontractor(s) utilized for work provided by this Purchase Order.	
☒	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 work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 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

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	Agents acting on behalf of the City.
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Department Head waives Insurance for work under \$ _____, unless otherwise required by law.		

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

13. Modifications or Changes to this Contract

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

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

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

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

14. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

15. Liability for Loss or Damage. Consultant shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Consultant, 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 Consultant, his/its agents, servants and employees. Consultant shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury. Consultant's obligation for liability and to indemnify and hold the city harmless as described in paragraph 15 shall be subject to the Consultant's Proposal limitation, so long as Consultant maintains all required insurance coverage during the contract term as extended, if any, and Consultant and its insurer does not unreasonably deny the payment of claims.

16. Non-discrimination. During the performance of this Contract, Consultant agrees as follows:

(a) Consultant 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 Consultant. Consultant agrees to post in

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

(b) Consultant shall state in all solicitations or advertisements for employees placed by or on behalf of Consultant that Consultant 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. Consultant 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 sub-consultant or vendor.

17. E-Verify. Consultant 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 Consultant during the term of this Agreement and shall expressly require any sub-consultant performing services pursuant to this Agreement 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 sub-consultant during the term of this Agreement.

18. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Consultant, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. 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.

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

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

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

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

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

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

Copy to: City of Port Orange
Attention: Alan Rosen, Assistant City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Consultant: Government Finance Officers Association of the United States and Canada, Inc.
Attention: Michael Mucha, Director, Research and Consulting
203 N. LaSalle Street
Suite 2700
Chicago, Illinois 60601
(312) 977-9700 – business
mmucha@gfoa.org

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

24. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Consultant and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

Witnesses:

[Signature]
Printed Name: Michael J. Mocha

Printed Name: _____

GOVERNMENT FINANCE OFFICERS ASSOCIATION
OF THE UNITED STATES AND CANADA, INC.

By: [Signature]
Christopher P. Morrill, CEO

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

Date: 7-24-17

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 24 day of July, 2017, by Christopher P. Morrill, as CEO of Government Finance Officers Association of the United States and Canada, Inc., an Illinois corporation, and who:

[Notary: Please select one]

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

Natalie A. Laudadio
Notary Public, State of Illinois
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate

Printed Name: Barbara J. Abbate

Michelle Cusella

Printed Name: Michelle Cusella

By: Donald O. Burnette

Donald O. Burnette, Mayor

Date: 7/28/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of July, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J. Abbate

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration

Witnesses:

ATTEST:

Barbara J. Abbate

Printed Name: Barbara J. Abbate

Michelle Cusella

Printed Name: Michelle Cusella

By: Robin L. Fenwick

Robin L. Fenwick, CMC, City Clerk

Date: 7/28/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of July, 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

PROPOSED TO:



City of Port Orange, FL

For

OTP 17-09

**Assistance with Enterprise Resource Planning (ERP)
Selection and Implementation**



Research and Consulting Center

**Government Finance Officers Association
(GFOA)**

February 3, 2017

REVISED March 28, 2017

Note: *This proposal and description of GFOA methodologies is for the entity listed above.*



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, IL 60601-1210
312.977.9700 fax: 312.977.4806

March 28, 2017

O.T. Powell
Finance Department
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

EMAIL: apetrus@co.lucas.oh.us

Dear O.T.,

The Government Finance Officers Association (GFOA) is pleased to present this revised proposal to the City of Port Orange, FL (The City) for consulting services to assist with the City's ERP project. The services described here provide more information and define the specific scope of work to go along with GFOA's quote submitted on the City's form in response to OTP-1709. Services have been revised as discussed on our phone call this morning.

Over 500 governments have found value in our experience, expertise, and detailed approach to ERP projects. In addition to facilitating the procurement process leading to a favorable contract and detailed statement of work, we focus on business process improvement and organizational readiness to increase the likelihood of project success. As one of the premier membership associations for public-sector professionals, GFOA can offer independent, objective, and best practice focused consulting services consistent with our mission to improve government management.

If there are any questions or you would like to discuss the proposal, please let me know.

Sincerely,

Michael J. Mucha
Director, Research and Consulting Center
Government Finance Officers Association

Phone: 312-977-9700
Fax: 312-977-4806
Email: mmucha@gfoa.org

Washington, DC Office
660 N. Capital Street, NW • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780
www.gfoa.org

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GFOA Qualifications

About GFOA

The Government Finance Officers Association (GFOA) is the premier association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 19,000 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management. As a non-profit organization, GFOA's mission is to promote excellence in state and local government financial management. GFOA accomplishes this mission by identifying and developing policies and practices and promoting them through education, training, consulting and leadership.

GFOA's Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments' financial, human resource, procurement, payroll and operational management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities, and other forms of government to create best practice solutions to meet their unique challenges. Approximately 20 years ago, GFOA began consulting for enterprise resource planning (ERP) system assessments, procurement, contract negotiation, and implementation advisory services. This practice now represents the majority of all GFOA engagements and GFOA has built a reputation as the unparalleled leader in the field of providing objective, independent advice in the public sector. Our approach to ERP projects focuses on business process improvement, effective governance, and building organizational readiness throughout each stage of the procurement process.

History of GFOA Technology Consulting

As the Year 2000 approached and many governments began procuring and implementing new financial systems in preparation for potential Y2K issues, GFOA members demanded expertise with assessing an organization's options, guidance on implementing best practices, insight into the software market, and assistance in negotiating contracts. Many firms provided these services, but were also often connected to software or implementation firms and were in a position to directly benefit from their recommendations. **GFOA's position as a mission focused non-profit organization is completely independent and can provide truly objective recommendations.** GFOA does not implement software and has no interest in expanding into this role in the future. Our focus is exclusively on providing current and unbiased recommendations to our clients and all GFOA members and public sector organizations. The ERP market has undergone significant change in recent years and governments are increasingly more reliant on technology to implement financial management best practices. With our consulting experience and continued research, GFOA has been able to improve its approach and generate additional value for our clients through reduced costs, reduced



risk, and best practice recommendations to improve not only technology, but also business process.

Proposed Project Team

GFOA and all GFOA consultants have no pre-existing bias towards any solution. GFOA provides the proposed services to fill the need for governments to have objective, trusted advice on assessing and procuring enterprise software and related services. Unlike many other firms that provide similar services, we do not have any business relationships with software firms, system integrators, or others that would compromise our ability to work solely towards achieving your project goals and providing uncompromised, objective guidance.

All GFOA consultants that would be assigned to this project will have multiple years of experience with similar projects, continually conduct market research, and have prior public sector work experience. In addition, all GFOA consultants have managed projects similar to this engagement. As a result our consultants are able to understand your unique needs and future goals, and help provide recommendations and advice from within the team. We understand the current market and will work to transfer that knowledge to the City so it not only creates a recommended plan for implementation, but also so that implementation of that plan is successful.

Depending on specific dates and contracted scope for the project, GFOA would work with the City to identify an appropriate project team. Resumes and bios for GFOA consultants are available at <http://www.gfoa.org/about-gfoa/staff-directory>

All consultants work out of GFOA's Chicago office.

** GFOA will not use subcontractors for this project unless approved by the City.*



Line Item 1-6: Description of Services

GFOA's approach focuses on business process analysis and improvement prior to an ERP implementation. Many organizations make the mistake by not taking full advantage of the ERP planning and procurement process. Developing an RFP or selecting a new system is the easy part. Making key decisions on defining goals, working to define an achievable scope, properly planning to ensure sufficient resources to carry out the project, and preparing a vision of what you want the future state to look like are critical to a successful ERP project. When considering cloud options, there are additional considerations for the project – most importantly service level agreements.

GFOA's services are organized into six (6) separate line items (referred to here as "tasks") to be consistent with the City's request for quote. Each task builds off of earlier tasks to help the City through the process of evaluating needs, determining the appropriate scope and strategy for moving forward, establishing governance structures, and

Tasks are listed below:

- Task 1: Mapping of Current and To-Be Process
- Task 2: Review Functional Requirements
- Task 3: Assist in Drafting RFP
- Task 4: Provide Technical Assistance During Selection
- Task 5: Provide Contract Negotiation Services
- Task 5: Contract Negotiations
- Task 6: Implementation Transition (OUT OF SCOPE)

Task 1: Mapping of Current and To-Be Process

GFOA will meet with stakeholders and gather information on how the system is currently being used and how it supports business processes. GFOA will also facilitate a focus group meeting to document and analyze business processes for the identified processes (a listing is provided below). For each process we will facilitate the development of a process map (also called a process flow diagram or value stream map). These documents provide a visual tool to analyze a given business process, and facilitates the discovery of improvement opportunities. GFOA uses Microsoft Visio to develop the maps, and documents an accompanying narrative in Microsoft Word. All maps will be provided to the City in a format accessible for the City (example PDF or MS Word document).

GFOA's mapping process is a highly collaborative one and will involve participation of a wide variety of stakeholders. This step is extremely important to the success of the project and allows various stakeholders to better understand existing processes (including limitations and inefficiencies).



*Assistance with ERP
Selection and Implementation*

As part of this process, GFOA will also begin to discuss improvement opportunities.

Note: Those processes or "tasks" labeled below with a "" will be mapped by the City. GFOA will review maps and work into the project.*

Process List	
Process	Task / Topics
Accounting	• Chart of Accounts • General Ledger Transactions • Internal Service Charges* • Activity Costing* • Grant / Project Tracking • Financial Reporting
Budget*	• Operating Budget • Capital Improvement Planning (CIP) • Capital Budget • Budget Adjustments / Amendments
Procure – Pay	• Vendors • Purchase Requisitions ○ Bid Quote ○ RFP / RF1 / RFQ • Purchase Orders ○ Contracts • Change Order • Receiving ○ Inventory • Accounts Payable
Customer Billing* <i>(does not include utility billing or other specialized billing)</i>	• Customer File • Billing • Accounts Receivable ○ Aging ○ Collections
Treasury *	• Cash Receipts • Disbursements • Interest Allocation • Bank Reconciliation
Asset Management*	• Asset Acquisition • Asset Lifecycle ○ Work Order ○ Inventory • Depreciation • Transfer / Disposal / Retirement
Human Resources	• Positions • Employee File • Benefit Enrollment



Process List	
	• Personnel Evaluations • Disciplinary Actions / Grievance • Risk Management (Injury / Workers Comp) • Training / Certifications
Personnel Actions	• Recruitment • New Hire • Personnel Actions (Salary Adjustment / Position Change)
Time Entry – Payroll	• Time Entry • Time Approval • Payroll Calculations • Payroll Processing • Leave Management (FMLA)

In addition to the maps, GFOA will work with City staff to prepare a comprehensive system inventory. GFOA utilizes several methods of identifying systems including: business process maps, surveys, focus groups, departmental staff interviews, and system observations. Often the exercise of developing a system inventory is an ongoing task as new systems are continually identified. Included in the system inventory, GFOA includes all commercial applications, home grown applications, shadow/silo systems, stand-alone spreadsheets or databases, forms, records, notes, or other tools that either store information or are used for business process transactions. From experience, GFOA has found that identification of a comprehensive system inventory is an effective way of identifying business process improvement options (especially those that relate to elimination of redundant tasks) and a vital ERP implementation readiness activity. GFOA will assist the City in preparing a system inventory by providing templates and guidance, but GFOA expects that the City will take a lead role in documenting current systems.

Once maps are developed, GFOA consultants will conduct an analysis to benchmark the existing processes against recognized City government and public sector best practices (*Note: part of this analysis will occur during the mapping sessions*) and will develop process recommendations for improvement.

For those identified processes, GFOA consultants identify potential changes to the process based upon our knowledge of best practice, ERP functionality and how these features are best utilized in City and public sector organizations. The base maps are then marked up as part of discussions and meetings with the City as part of a recommendation into potential business process improvements. This documentation will also highlight potential change impacts and identify change management strategies and success factors for moving forward.





Task 2: Review Functional Requirements

A key part of the RFP will be the development of detailed functional requirements that will be important throughout the selection project and throughout implementation. For the processes that are determined to be in scope, GFOA consultants will work with the City project team members to review, validate and ultimately make decisions on the high-level to-be process definition. GFOA will then review the functional requirements that the City has developed and provide feedback on additional requirements that are necessary or requirements that are not consistent with the to-be process. It is expected that GFOA will be reformatting and re-organizing the City's requirements to be consistent with the process documentation created in the project.

GFOA prefers that the business process decisions guide the functional requirements for each major step in the process. At each step in the business process we will match the City's requirements and ensure that requirements are aligned to our process maps that will be included in the eventual RFP.

GFOA will also ensure that requirements development focuses on functional requirements that define "what" needs to be completed (such as tasks, outputs, interfaces, calculations, processing, etc.) and not on "how" the system or the organization handles tasks currently. This allows for future improvement and full utilization of the system tools and built in processes to make the City more efficient.

It is expected then that the requirements serve as the base document that establishes a template for proposal comparisons, the scope of the implementation project, the base level criteria for user acceptance testing, and the standard for post implementation warranty.

Task 2: Develop Request for Proposal (RFP)

In this phase, GFOA will develop a detailed Request for Proposals (RFP) document. The GFOA RFP format is designed to remove disparity between proposals and to provide as close to an apples-to-apples comparison as possible. In addition, GFOA develops all RFP's with the end goal in mind -- a successful contract that mitigates risk and leads to a successful project.

GFOA has a template RFP that was specifically designed for ERP procurements and that we have continually updated as required by changes in the ERP market.

When complete, the RFP document will incorporate information developed with many of the other deliverables from this project including:



- 1) Procurement terms and conditions
- 2) Detailed vendor response templates
- 3) Functional Requirements
- 4) Interface Definition
- 5) Technical Documentation
- 6) Key Objectives / Goals / Critical Success Factors for the Project
- 7) Service Level Agreements
- 8) Other information necessary for vendors to prepare detailed response that meets the City's needs.

Task 4: Vendor Selection

GFOA's system selection and procurement methodology relies on principles of fairness, attention to detail, and competition, yet remains flexible enough to adapt to local procurement laws or other unique situations. In addition, the approach is continually enhanced by feedback from the hundreds of public sector clients that we work with, our own staff experience, and the vendor community. We strive to get the best deals for our clients and often go against what the vendor's describe as "industry standards."

Through defined steps, vendors will be evaluated and scored according to pre-defined criteria with the top vendors moving on to compete at the next step. Each step is an opportunity to negotiate terms, address risks, and provide methods for holding stakeholders accountable. Overall, our approach is focused on identifying and mitigating risks throughout the procurement process. GFOA's RFP template provides the opportunity to focus the evaluation on key risk factors in the implementation and separates actual proposal from marketing buzzwords. GFOA's standard evaluation process includes the three steps described below.

Step 1: Conduct Proposal Assessment

Upon receiving the written proposals from vendors the City's project team will begin an assessment and analysis of all proposals. GFOA will assist with this assessment by reviewing proposals and providing comments on potential risks, issues, and any significant weaknesses/gaps and/or strengths. GFOA can also leverage our extensive experience to compare each proposal to industry standards. All key findings will be documented in a brief proposal assessment report that identifies GFOA's findings. This report will also identify additional information that will be needed from vendors going forward.

In addition, at the City's request, GFOA can provide training to the City's evaluation team on how to evaluate a proposal. GFOA's training will discuss common issues with proposals, vendor's "tricks," and an overview of important issues to look out for.

GFOA expects that after reviewing proposals, the City elevates a limited number of vendors for onsite demos/interviews. Typically, governments will elevate three vendors.



Step 2: Software Demos and Interviews

GFOA staff will develop detailed demo scripts for each vendor. Demo scripts are based heavily on the requirements and business process decisions built in early tasks. Also, GFOA's approach to software demos provides a focus on implementation activities. Typically time devoted to implementation and demo is split 50/50. GFOA believes that it is critical for vendors to explain HOW the software will be implemented along with the features of the software. The greatest system in the world will not be useful if it is not configured and implemented correctly to meet the needs of the organization.

The City will be responsible for facilitating vendor demos.

GFOA expects that after this first round of software demos and interviews, the City elevates two vendors.

Step 3: Discovery

Discovery acts as the City's final opportunity to clarify unresolved issues before it makes its final elevation. Prior to Discovery, GFOA will develop a Request for Clarification (RFC) letter for each vendor that was elevated. Then, during Discovery, each remaining vendor is invited back on-site for one more day of presentation. During this presentation, any remaining issues with software functionality, implementation approach, data conversion, or scope are clarified and vendors are asked to make any necessary revisions to their proposal. The main focus of this session is to plan the implementation so that the City and vendor can later develop a detailed statement of work. GFOA will facilitate the Discovery session for two proposal teams. Additionally, by clarifying outstanding issues at Discovery, development of the statement of work becomes easier. At the conclusion of Discovery, the City will enter contract negotiations with one vendor.

GFOA expects that after Discovery, the City identify a finalist vendor. If it is not possible for the City to identify a finalist vendor, GFOA will facilitate additional clarification rounds.

Task 5: Contract Negotiations

GFOA will be involved with the negotiation of any applicable software license contract, software maintenance agreement, hosting / SaaS agreement or implementation services agreement. In addition, GFOA will lead the development of the statement of work. The statement of work is the critical document that outlines responsibility for the implementation. GFOA will ensure that the City's statement of work is defined to a fine level of detail to prevent any unnecessary issues or misunderstandings during implementation.

Also, for cloud contracts, it is essential that the City identify and negotiation appropriate service level agreements and other contractual provisions that establish performance standards and identify role responsibility. GFOA will take the lead in establishing this documentation.



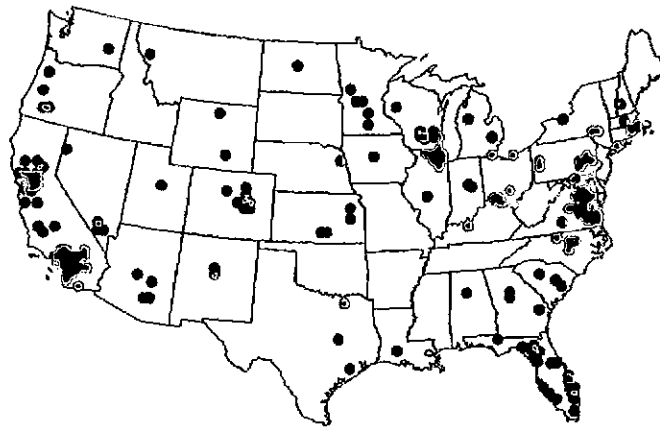
Task 6: Implementation Transition

OUT OF SCOPE.



Line Item 7 - GFOA Experience

Over the past 20 years, GFOA's technology consulting practice has grown to become the market leader in assisting local governments through the process of assessing current systems, understanding the vendor marketplace, facilitating procurement of new systems, and providing detailed analysis and contract negotiation assistance to protect the best interests of governments *and* help reduce implementation risk. In that time, we have assisted approximately 500 cities, counties, school districts, and special district governments with system selection, contract negotiation, and implementation readiness for ERP systems. The map and table below represents a sample of GFOA's recent ERP projects.



Select Projects from Florida:

Cities:

City of Cape Coral
City of Fort Meyers
City of Plant City
City of Tampa
City of Weston

Counties:

Broward County
Hillsborough Count
Martin County
Nassau County
Pinellas County
Polk County
Volusia County

Special Districts:

Broward County
Schools
Broward County
Sherriff's Office
Emerald Coast Utilities
Leon County Public
Schools
Marion County Public
Schools
Orland-Orange
Expressway Authority
Pasco County Schools
Orange County Schools
Volusia County Schools



Select Projects from Past Five (5) Years

- Aspen, City of (CO)
- Bartlesville, City of (OK)
- Benicia, City of (CA)
- Berkeley, City of (CA)
- Berlin, Town of (MD)
- Beverly Hills, City of (CA)
- Boulder County (CO)
- Brookline, Town of (MA)
- Chaska, City of (MN)
- Colorado Springs, City of (CO)
- Cook County (IL)
- Danbury, City of (CT)
- Dodge County (WI)
- Douglas County (KS)
- Dunn County (WI)
- Emerald Coast Utility Agency (FL)
- Eugene, City of (OR)
- Frederick County (MD)
- Gila River Indian Community
- Kenosha County (WI)
- Lehigh County (PA)
- McHenry County (IL)
- Pasco County Schools (FL)
- Philadelphia, City of (PA)
- Pinal County (AZ)
- Plant City, City of (FL)
- Polk County (FL)
- Port of Longview (WA)
- Prince George's County (VA)
- Roseville, City of (CA)
- Routt County (CO)
- San Bernardino County (CA)
- San Juan County (NM)
- Sonoma County (CA)
- St. Cloud, City of (MN)
- St. Croix County (WI)
- Westerville, City of (OH)
- Weston, City of (FL)
- Yolo County (CA)
- Yuba County (CA)



Line Item 8 – GFOA Experience Past 2 Years

City/County	Population	Old Vendor	New Vendor
City of Aspen, CO	6,800	Tyler EDEN	Oracle Cloud
City of Bartlesville, OK	36,000	Harris GEMS	Tyler MUNIS
City of Berkeley, CA	119,000	SunGard HTE	Tyler MUNIS
Town of Berlin, MD	4,000	Custom	Tyler Incode
City of Boulder, CO	103,000	SunGard IFAS	Tyler MUNIS
City of Chaska, MN	25,000	Tyler	Tyler MUNIS
Colorado Springs, CO	440,000	PeopleSoft	PeopleSoft
Cook County, IL	5,200,000	Oracle JDE	Oracle EBS
Dodge County, WI	89,000	Oracle JDE	Tyler MUNIS
Douglas County, KS	115,000	Harris GEMS	SunGard ONE Solution
DuPage County, IL	932,000	CGI	Infor / Lawson
Dunn County, WI	44,000	Oracle Dunn	SAP
City of Eugene, OR	150,000	PeopleSoft	PeopleSoft
Kenosha County, WI	168,000	Oracle JDE	Microsoft AX
Lehigh County, PA	360,000	Custom	Tyler MUNIS
City of Plant City, FL	37,000	SunGard HTE	Tyler MUNIS
City of Roseville, CA	129,000	SunGard HTE	Oracle Cloud
San Bernardino County, CA	2,000,000	CGI	SAP
City of St. Cloud, MN	67,000	ACS	SunGard ONE Solution
St. Croix County, WI	85,000	Sun	Oracle Cloud
City of Westerville, OH	35,000	SunGard HTE	SunGard ONE Solution



Line Item 9 – References

References



City of Eugene, OR

Contact: Vicki Silvers
Phone: (541) 682-5082
Email: Vicki.J.Silvers@ci.eugene.or.us

Services Provided: GFOA is currently working with the City of Eugene and recently completed the business case assessment and recommendation of ERP strategy for the City. GFOA is currently working on business process improvement with the City.



City of Plant City, FL

Contact: Gib Mitchell
Phone: (813) 699-4200
Email: gmitchell@plantcitygov.com

Services Provided: GFOA worked with the City to conduct an initial needs assessment, including process mapping of all of the City's core administrative processes. GFOA also developed requirements and an RFP, facilitated the selection project, negotiated the City's ERP contract and provided ongoing project management assistance and quality assurance during the implementation.



City of Westerville, OH

Contact: Gina Love
Phone: 614-901-6442
Email: gina.love@westerville.org

Services Provided: GFOA was engaged by the City to conduct an initial assessment of the City's administrative systems. GFOA also facilitated process for business process improvement, requirements and RFP development, system selection, and contract negotiation. The City was a SunGard Naviline customer and chose to implement SunGard ONESolution. GFOA is currently engaged to provide quality assurance services throughout that implementation.





Contract Requirements

- The City's staff will be reasonably available for interviews and will participate in the project as agreed upon and appropriate. The City agrees not to cancel meetings once established (which would increase our travel costs).
- Unless otherwise stated, the City agrees to confirm acceptance of deliverables within a mutually agreed upon number of business days. If a deliverable is not accepted, the City must state in writing to the GFOA Project Manager the changes needed to the deliverable to gain acceptance.
- The GFOA conducts the majority of the engagement work on a fixed-fee engagement, where payment is due upon completion of deliverables. If any work is to be billed using a time and expense method, the time and expense portion of the engagement will be billed on a monthly basis at the hourly rate specified in the cost section of this proposal.
 - *Note: All services are currently proposed as fixed price.*
- When performing work on-site, GFOA staff will be provided appropriate workspace and access to copiers, projectors, workspace, and miscellaneous office supplies if necessary.
- As an educational, nonprofit, professional membership association, the GFOA reserves the right to publish non-confidential documents describing the results of, or created during, the services described in this scope of work. The GFOA will not publish any item with the name of the City without obtaining prior written consent of the government.
- GFOA is a nonprofit membership association made up of members representing organizations like the City. Therefore, the GFOA's liability and indemnification under any agreement reached with your organization will be limited to the extent of claims paid by insurance coverage currently in force.
- The fees set forth in this proposal do not include any tax or other governmental imposition including, without limitation, sales, use, or excise tax. Additionally, GFOA has not included costs to acquire any necessary state or local permits or business licenses that may be required to do business with the City. If applicable, the City would be responsible for reimbursement of such expenses.
- The City recognizes that GFOA's role is to provide information, analysis and advisory services. As such, GFOA bears no responsibility for the performance of the software, hardware, or implementation service suppliers.





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: Yes

SUBJECT: (B7e) Authorization of FY18 Expenditure for Superion, Inc. (formerly SunGard Public Sector, Inc.)

DEPARTMENT: Administrative Services

GOAL: N/A

RECOMMENDED MOTION: Move to approve spending authorization with Superion, Inc. (formerly SunGard Public Sector, Inc.) for annual software maintenance and technical support for FY 2018 in the amount of \$106,410.56; and to authorize the Mayor and City Clerk to execute any documents required for this purpose.

SUMMARY: The City has been under contract with Superion, Inc. (formerly SunGard Public Sector, Inc. and previous to that H.T.E, Inc.), for their proprietary software since 1988. The fee for annual software maintenance and technical support covers 30 software modules currently utilized throughout all city departments, including archived public safety operations. A detailed inventory of the modules covered in the annual maintenance contract for FY 2018 is provided in the supporting documentation. The annual support also entitles the City to any new enhancements or upgrades the vendor may make available to these modules.

Several currently owned software modules will not be renewed under this maintenance contract in FY 2018 due to their limited functionality as well as other more efficient software applications taking their place.

While the city is moving in the direction of a new enterprise resource planning system in the coming years, it is not anticipated that we will be able to eliminate Superion within this fiscal year.

Project No.: N/A Funding Account No.: 501-0700-519.46-36

ATTACHMENTS:

1.	Maintenance Contract	SunGard Maintenance Contract.pdf
2.	Superion Maintenance Proposal	Superion Maintenance Quote.pdf
3.	Maintenance Contract Memorandum	Maintenance Contract Memorandum.pdf

James Hicks
Jamie Miller

Created/Initiated - 09/13/2017
Approved - 09/14/2017

Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Approved - 09/27/2017
Approved - 09/27/2017
Approved - 09/28/2017
Final Approval - 09/28/2017

H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT

This Agreement for Licensed Program(s) and related Support Services, subject to the limitations and conditions set forth in this Agreement, as more specifically described in the attached Supplement and Schedule(s), is entered into by and between:

H.T.E., Inc. (HTE), a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

AND

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, Florida 32119-9619

"CUSTOMER",
with its principal place of business at

HTE and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any Licensed Program(s) and/or service(s) offered under this Agreement. HTE will furnish to the Customer by this Agreement:

1. The HTE Licensed Program(s) listed in the Supplements to this Agreement.
2. Grant of a nonexclusive, nontransferable license to use the Licensed Programs on AS/400 Serial # _____ and/or its backup or replacement. If the AS/400 is replaced, then the new serial number will be provided within 10 days of installation of the Licensed Programs.
3. Support service(s) as described herein.
4. Modifications, training, conversion and project management services as described herein and listed in the Supplement(s) to this Agreement.

With respect to the Licensed Program(s), the Customer agrees to accept responsibility for:

1. The installation of the Licensed Program(s) plus any enhancements and/or updates.
2. Use of the programs to achieve the Customer's intended results.

I. DEFINITIONS

"Licensed Program(s)" shall mean a licensed data program or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable object code and source code form and any related licensed program materials provided for use in connection with the program. Unless otherwise provided herein, the term "Licensed Program(s)" shall refer solely to HTE Licensed Program(s).

"Machine" or "CPU" or "Hardware" shall mean computer hardware designated, supplied or approved by HTE for operation of any Licensed Program(s).

"Source Code" shall mean a copy of the computer programming code in human-readable form and related system documentation, including updates, applicable enhancements, and all pertinent commentary as well as any procedural code such as job control language.

"Object Code" shall mean a copy of the computer programming code assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

"Installation Date" shall mean the date that the Licensed Program(s) is installed/loaded on a designated machine.

"Delivery Date" shall mean the date that the Licensed Program(s) is received by the Customer, or no later than ten (10) calendar days after shipment by HTE. For services, the "Delivery Date" refers to the date services are performed.

"Acceptance" shall mean that the installed/loaded Licensed Program(s) has gone through the program testing and acceptance period as described in Section VI.

"Support Services" shall mean the maintenance and support call services provided to Customer for the HTE Licensed Program(s).

II. LICENSE

The license granted under this Agreement permits the Customer to:

- a. Use the Licensed Program(s) on the designated Machine(s).
- b. Copy the Licensed Program(s) in machine readable object code form to provide sufficient copies to support the Customer's use of the Licensed Program(s) as authorized under this Agreement.
- c. Transfer the Licensed Program(s) to a back-up CPU to be used when the designated CPU is temporarily inoperable.
- d. Modify any Licensed Program(s) for the Customer's use, provided that:
 1. The Customer supplies HTE with written notification of the modification or
 2. The modification is made according to the HTE conventions of the HTE Modification Library and not to the base system.

The Licensed Program(s) should not be reverse assembled or reverse compiled in whole or in part.

Failure to modify the programs in the manner prescribed may negate the ability to maintain the Licensed Program(s) by HTE and will relieve HTE of any responsibility related to the modified program and any effected programs to provide support services. Any updated work using portions of the Licensed Program(s) that meets the above criteria will continue to be subject to all terms of this Agreement.

- e. Have access to a copy of the Licensed Program(s), belonging to HTE, in Object Code and Source Code form.

III. TERM

This Agreement is effective from the date on which it is signed by both parties and will remain in effect until terminated by the Customer upon one (1) month written notice or by HTE as stated in this section. This Agreement may be terminated by the Customer only when all Licensed Program(s) have been returned to HTE or destroyed. An authorized representative of HTE, upon request, shall be afforded sufficient access to Customer's premises to verify that all use of Licensed Program(s) have been discontinued. Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless specifically stated.

License(s) granted under this Agreement may be discontinued by the Customer upon written notice, effective immediately, during the testing period described in Section VI.

HTE may discontinue any license or terminate this Agreement upon one (1) month written notice if the Customer fails to comply with the terms and conditions of this Agreement. In the event Customer breaches its obligations under this Agreement, HTE shall notify Customer and Customer shall have thirty (30) days to cure the breach. If a dispute exists, prior to any termination, the accelerated dispute resolution section shall be followed. Any responsibility of the Customer provided under this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

IV. HTE SUPPLIED PRODUCT(S) AND/OR SERVICES

HTE shall supply the Licensed Program(s) specified in the Supplement(s) in machine readable object code and source code form with instructions for installation by the Customer. Standard form options, if applicable, will be provided by HTE. In addition, HTE shall supply related services and/or maintenance, and may supply specialized hardware or other third party products necessary for the performance of certain special features or functions. These services and deliverables, if any, shall be identified and more specifically described in the Supplement(s), and shall constitute the complete list of deliverables provided by HTE.

HTE assumes no liability for any hardware or other third party products beyond manufacturers' warranty specified in the Supplement(s). Customer acknowledges that these products were selected by Customer, based upon HTE's recommendation, to support features desired by Customer, and that they are included in the Agreement solely for that purpose. HTE represents that there are no undisclosed third party software programs imbedded within the HTE Licensed Programs that require additional license agreements from a third party.

V. PRICING AND PAYMENT TERMS

All pricing and terms associated with Licensed Program(s) and any other HTE products and services are specified in the Supplement(s) to this Agreement. The prices in the Supplement(s) shall be firm upon execution of this Agreement and may be changed subsequent to the Execution Date as specifically provided therein. HTE may increase its prices without notice on items not provided for in the Supplement(s).

Fees for HTE Support Services are payable prior to the commencement of such Support Services. Should Customer require Support Services prior to receipt of payment and the contractual start date of such Service, Customer will be billed at the then prevailing hourly rate until payment is received.

Fees for support services for any third party products provided for under this Agreement shall be payable to and in accordance with the provisions of the third party Vendor unless otherwise specified in the Supplement(s).

HTE recognizes that Customer is a municipality and, as of the Execution Date, states that it is tax exempt. Any taxes for which Customer becomes obligated resulting from this Agreement or activities resulting from this Agreement, including but not limited to sales and/or use tax, will be the responsibility of the Customer. HTE will accept an exemption certificate from the Customer in lieu of taxes if the Customer qualifies for exempt status. Such exemption certificate will need to be provided to HTE upon contract execution.

If funds are not appropriated for a succeeding fiscal year subsequent to the one in which this Agreement is entered into, for the purpose of this Agreement, then Customer may terminate this Agreement upon thirty (30) days prior written notice to HTE. Should termination be accomplished in accordance with this paragraph, Customer shall be liable only for payments due through the date of termination. Customer agrees that should it terminate in accordance with this paragraph, it shall not purchase, lease or rent products which are substantially equal to or perform functions similar to those for which this Agreement was entered into for the remainder of the fiscal year during which termination occurs. This provision shall survive any termination of the Agreement.

VI. LICENSED PROGRAM TESTING AND ACCEPTANCE

Beginning on the date ten (10) days after delivery of the Licensed Program(s) by HTE, the Licensed Program(s) will be available for Non-Productive Use (as hereinafter defined) for testing for a period of thirty (30) days. Non-Productive Use, as used in this section, means the period of time prior to Customer's established "go-live" date. This testing period is to determine whether the Licensed Program(s) functions operate together and whether the Licensed Program(s) meet the Customer's specifications and/or requirements.

At any time during the testing period, upon written notice, the Customer may discontinue the Licensed Program(s) and receive full credit or refund for the amount of the license fee. If written notice of discontinuance is not received by HTE prior to the end of the testing period, or if the Customer uses the Licensed Program(s) for other than Non-Productive Use during the testing period, the Licensed Program(s) shall be deemed to be accepted under the provisions of this Agreement.

VII. LICENSED PROGRAM SERVICES

Training on HTE Licensed Program(s), if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the completion of each training session at the rate specified in the applicable Supplement(s). The Customer understands that the number of training sessions and the number of hours of training vary per application, and are estimated based on HTE's experience in the training of other Customers for the same applications. Additional training can be provided upon request of the Customer at the then prevailing rate per hour.

Conversion, if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the rate specified in the applicable Supplement(s) or at HTE's then prevailing rate per hour. Data must be given to HTE in an IBM compatible format on a specified magnetic media. Data must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion.

Modifications, if any, will be provided for in the Supplement(s) and will be controlled by the HTE System Change Request form ("SCR") which will be prepared for the Customer by the HTE Project Manager responsible for that module. HTE will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with appropriate payment as provided for in the Supplement(s).

Project Management is strongly recommended by HTE, and will be provided for in the Supplement(s) and will be invoiced as incurred.

HTE will provide the Customer with the Support Services listed below for the HTE Licensed Program(s) for such period as may be listed in the Supplement(s), and commencing one hundred twenty (120) days after delivery of the Licensed Program(s). Thereafter the Services will be provided on a year-to-year basis provided the Customer exercises the option and pays HTE's annual support fee.

- a. Toll free telephone support line; twenty-four (24) hours a day, seven (7) days per week.
- b. Electronic support.
- c. Product updates and new releases of the covered Licensed Program(s).
- d. Response time to calls within approximately two (2) hours of call.
- e. Error corrections as made.

Support for the first one hundred twenty (120) days after delivery of the Licensed Program(s) shall be provided by the appropriate HTE project manager or trainer.

Upon commencement of the HTE Support Services, telephone support will be provided using a dedicated support telephone number, and the Customer must have Electronic Customer Support installed. Support requests relating, if applicable, to third party hardware or software will be directed to the Vendor of such products unless otherwise provided for in the Supplement(s). Unless otherwise stated herein or in the Supplement(s), HTE shall assume no responsibility for the pricing of, payment to, or provision for support services of any third party Vendors.

HTE shall not supply any support services nor be liable for any damages to damaged Licensed Program(s) or portions thereof (the existence of which damage is to be determined solely by HTE) in the event that any portion of the Licensed Program(s) is used on equipment or with software products or software systems other than those supplied or approved by HTE. Customer shall notify Customer's HTE customer care representative if Customer attaches to the computer system any equipment not supplied or approved by HTE. In the event HTE, in response to a request from Customer, investigates and determines that a

system support problem is the result of Customer's change in the computer system, then Customer shall reimburse HTE for time and materials used in investigating the problem.

Customer acknowledges that the systems supplied by HTE have unique operating properties and are a matched system of components which must not be altered, modified, or tampered with without specific assistance from HTE designated personnel. HTE shall not be liable for any damage or loss of function which results from violating the approved operating environment by personnel not approved by HTE.

In the event of the failure of any hardware component or other third party product supplied under this Agreement to function or operate in conformance with specifications, HTE shall have no obligation for warranty beyond that of the hardware or other third party manufacturer or that specified in the Supplement(s).

For any hardware or third party products which HTE provides to Customer, HTE shall insure that Customer, rather than HTE, is listed as the original purchaser for purposes of the manufacturer's or third party vendor warranties.

VIII. PROTECTION AND SECURITY OF PROPRIETARY MATERIALS

The Customer acknowledges that the Licensed Program(s), including the source code (if applicable), design specifications and associated documentation of the Licensed Program(s), (the "HTE Proprietary Information") constitute proprietary information and trade secrets of HTE and will remain the sole property of HTE. The Customer agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of the HTE Proprietary Information. The Customer shall hold in confidence the HTE Proprietary Information for its benefit and internal use only by its employees. HTE acknowledges and agrees that Customer may provide access to the HTE Proprietary Information to its auditors from CPA firms engaged by Customer; however, the parties agree that if Customer desires to provide HTE Proprietary Information to agents or representatives of Customer, Customer shall enter into a three-party agreement with HTE and the agent or representative. Said three party agreement shall be in substantially the form of the three party agreement attached hereto. The Customer further acknowledges that, in the event of a breach or threatened breach by the Customer of the provisions of this paragraph, HTE has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach. Notwithstanding anything in the foregoing to the contrary, if Customer is required by law to disclose HTE Proprietary Information, Customer shall not thereby be in breach of this Section VIII.

IX. WARRANTY

HTE warrants that for a period of ninety (90) days after acceptance, as provided for in Section VI, the HTE Licensed Program(s) listed in the Supplement(s) will perform in substantial compliance with the Reference Documentation (as provided on each individual Supplement) supplied by HTE, provided the Licensed Program(s) are used in the Proper Operating Environment. The current Proper Operating Environment is listed on Attachment 1 attached hereto and incorporated herein by this reference. HTE does not warrant that the functions contained in the Licensed Program(s) will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the ninety (90) day period after the completion of the Licensed Program testing described in Section VI. Any other utility or incidental software distributed by HTE (which software by definition does not include the Licensed Program(s)) will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. HTE shall be responsible only for the Licensed Program(s) and products as originally supplied and accepted by Customer, and for changes made to the Licensed Program(s) by HTE's authorized representatives. HTE will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Program(s) made by the Customer or any other unauthorized party.

HTE warrants that it has the right to license the HTE Licensed Program(s) listed in the Supplement(s) and that the HTE Licensed Program(s) does not infringe any intellectual property of any third party. HTE agrees to indemnify Customer against expenses, including reasonable attorneys' fees, and liability arising from any claim of infringement related to HTE Licensed Program(s) provided HTE shall have the right to control the defense or settlement of any such claim. If use of the HTE Licensed Program(s) by the Customer is enjoined by any infringement proceeding, HTE shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the HTE Licensed Program(s), or modify or replace the Licensed Program so that it is not infringing, or if that is not possible, HTE shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

HTE does not make any representations or warranties with respect to intellectual property rights of any third party products. Any such representations or warranties are made solely by the Vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by HTE.

HTE MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

X. COPY AND USE

Customer shall have the right to use the Licensed Program(s) in equipment or systems supplied or approved by HTE while this Agreement is in effect. Customer shall have the right to make copies of the Licensed Program(s) and the associated reference documentation for archival and/or backup purposes only. Any copies made by Customer shall be the property of HTE.

XI. LIMITATION OF LIABILITY AND REMEDIES

To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death and damage to real property and tangible personal property, HTE shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any willful or negligent acts, or willful or negligent omissions of HTE, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. In no event, however, will HTE be liable for any consequential damages, including lost profits, savings or procurement costs, even if HTE has been advised of their possibility.

Except for HTE's obligations to indemnify the Customer under infringement actions, as noted in Sections IX and XII of this Agreement, and claims for personal injury or damages to real or tangible personal property caused by HTE's negligence as noted above, HTE's liability for damages to the Customer for any cause whatsoever under this Agreement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Agreement for HTE Licensed Program(s) and services, not including any fees associated with HTE project management and related out-of-pocket expenses.

In situations involving performance or nonperformance of Licensed Program(s) furnished under this Agreement, the Customer's remedy is (1) the correction by HTE of Licensed Program defects, or (2) if, after repeated efforts, HTE is unable to make the Licensed Program(s) operate as warranted, the Customer shall be entitled to recover damages to the limits set forth in this section.

XII. PATENT AND COPYRIGHT INDEMNITY

HTE will, at its expense, defend the Customer against any claim that the HTE Licensed Program(s) supplied hereunder infringe a U. S. patent or copyright, trade secrets or other intellectual property, and HTE will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Customer must:

- a. Give HTE prompt written notice of any such claim, and
- b. Allow HTE to control, and fully cooperate with HTE in the defense and all related settlement negotiations.

The Customer agrees to allow HTE, at HTE's option and expense, if such claim has occurred, to procure the right for the Customer to continue using the Licensed Program(s) or to replace or to modify them so that they become non-infringing, or provide replacement software. If neither of the foregoing alternatives is available on terms which are reasonable in HTE's judgment, upon written request, the Customer will return the Licensed Program(s) to HTE, and HTE shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to /be infringing.

HTE shall have no obligation with respect to any such claim based upon the Customer's modification of the Licensed Program(s) or their combination, operation or use with data or programs not furnished by HTE or in other than the specified operating environment. This section states HTE's entire obligation to the Customer regarding infringement.

XIII. COPYRIGHT PROTECTION

The software and any written documentation associated therewith are protected under the Copyright Laws of the United States. HTE warrants and Customer acknowledges that HTE has the following exclusive rights with regard to the Licensed Program(s):

- a. To reproduce the Licensed Program(s) in any or all forms.
- b. To adapt, transform or rearrange the Licensed Program(s).
- c. To prepare other products derivative of the Licensed Program(s).
- d. To control the distribution of the Licensed Program(s).

Customer agrees not to violate any of HTE's rights or to assist or aid others in doing so. Customer agrees to preserve all copyright and other notices in the Licensed Program(s) and written documentation.

XIV. MISCELLANEOUS AGREEMENT PROVISIONS

Applicable Law. This Agreement shall be governed by the laws of the State of Florida.

Binding Agreement. The parties signing this Agreement and any Supplement(s) to this Agreement for the respective parties warrant that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Supplement to the Agreement are a valid and binding obligation of the parties.

Assignment. This Agreement and the rights, title, and interest may not be assigned or transferred by the Customer without the prior written consent of HTE, which consent may be withheld by HTE. HTE may assign its rights, title and interest by providing prior written notice to the Customer, provided the assignee agrees to be bound by all contract provisions.

Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and HTE.

Force Majeure. HTE is not responsible for failure to have fulfilled its obligations under this Agreement due to causes beyond its control. Such acts shall include but are not limited to acts of God, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, flood, hurricanes, communication line failures, power failures, earthquakes, or other disasters.

Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

Non-Hiring Statement. During the term of this Agreement, neither party may offer to hire or in any way employ or compensate any of the employees of the other party, nor shall a party entice or solicit an employee to leave the other party.

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Non-Discrimination. During the performance on this Agreement, HTE agrees as follows: HTE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona-fide occupational qualification reasonably necessary to the normal operation of business. HTE agrees

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

Quiet Enjoyment. Customer shall be entitled during the term of any Schedule A to this Agreement to use the Licensed Programs listed thereon without disturbance, subject only to Customer obligations under the terms of this Agreement and the applicable Schedule A. HTE represents that this Agreement is not subject or subordinate to any right of HTE's creditors.

Insurance. HTE shall maintain insurance during the life of this Agreement, and Customer must be listed as an additional insured on that insurance document (a waiver of subrogation on the workers compensation shall suffice in lieu of additional insured on workers' compensation), in an amount and a form set forth below, to insure against risks which are identified herein.

Insurance	Standards	Comments
Workers' Compensation: Limits Additional Coverage: Special conditions	Coverage A – Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation 30 days notice of cancellation to Governmental Entity, waiver of subrogation in lieu of additional insured will suffice.	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 Limits: Commercial General Liability (including Completed Operations and Contractual Liability) Special Conditions:	Combined Single Limit Bodily Injury and Property Damage \$1,000,000/occurrence; \$1,000,000/combined single limit. 30 days notice to Governmental Entity, Additional Insured, Waiver of Subrogation.	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 Limits: Business, Automobile Liability to include all automobiles. Additional Coverage: Special Conditions:	Auto Liability Bodily Injury: \$250,000 each person; \$500,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-owned, Hired Car 30 days notice of cancellation to Governmental Entity, Additional Insured, Waiver of Subrogation	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage.
Property Insurance Limits: Builders Risk Additional Coverage: Special Conditions:	Buildings – Completed value of contract "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy 30 days notice of cancellation to Governmental Entity, Additional Insured. 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.

	30 days notice of cancellation to Owner, Additional insured, waiver of subrogation	
Professional Liability Limits: (Errors and Omissions)	Coverage - \$1,000,000 minimum	
Special Conditions:	30 days notice of cancellation to Owner, Additional insured, waiver of subrogation.	

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by FS 440.57.

Accelerated Dispute Resolution. In the event of a dispute arising under this Agreement the objecting party shall notify the other, in writing, of the nature of the dispute, and the parties shall attempt to resolve the issue under dispute. If the dispute is not resolved within thirty (30) calendar days following written notification by either party, then the following procedures shall apply:

1. Each party shall appoint one person to act as impartial representative in an attempt to resolve the dispute. The appointed individuals shall be of sufficient knowledge and experience to understand and deal with the dispute. The set of four (4) individuals consisting of the City Project Manager for this project, HTE representative and the two (2) appointees is called a Dispute Resolution Group.
2. The Dispute Resolution Group shall convene no later than fourteen (14) calendar days following written notification of the existence of an unresolved dispute and shall meet for a minimum of four (4) four-hour sessions during the subsequent ten (10) working days in an attempt to resolve the dispute. All resolutions of disputes shall be reduced to writing and signed by the Customer's City Manager or his designee (City Project Manager) and HTE's Representative. Such resolutions shall constitute modifications to this Agreement and further shall constitute a binding agreement between the parties. However, any resolution, previous resolution, or aggregation increasing the total Agreement amounts by more than 10% will require the prior Customer approval.

Arbitration. It is hereby agreed between the parties that if resolution is not reached pursuant to the Accelerated Dispute Resolution procedures outlined above, then such dispute shall be submitted by the objecting party to arbitration in accordance with the provisions of the American Arbitration Association. Any such arbitration shall be conducted by a panel of three (3) arbitrators in a mutually agreeable location under the laws of the State of Florida. The parties shall endeavor to ensure that the arbitrators are knowledgeable in business information and data processing systems. One (1) arbitrator shall be chosen by each party involved, and the third arbitrator will be mutually agreed upon by both parties. If the parties cannot agree on the selection of a third arbitrator, the two (2) arbitrators previously chosen will select the third arbitrator. The decision and award of the arbitrators will be non-binding so that either party may then file an action in any court of competent jurisdiction. Any disputes submitted for arbitration must be submitted within two (2) years from the date of the occurrence or from the date on which the injured party learns of the occurrence, whichever is later.

Public Entity Crimes Statement. 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 or real property to a public entity, may not get awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Year 2000 Compliance

- a) HTE represents and warrants that the Licensed Program(s) is/are designed to be used prior to, during, and after the calendar year 2000 AD, which calendar year is a leap year, and that the Licensed Program(s) shall operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. Without limiting the generality of the foregoing, HTE further represents and warrants:
- That the Licensed Program(s) shall not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries or more than one century;
 - That the Licensed Program(s) has been designed to ensure year 2000 compatible, including, but not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, and date data interface values that reflect the century;
 - That the Licensed Program(s) includes "year 2000 capabilities". For the purposes of this Software License and Services Agreement, "year 2000 capabilities" means the Licensed Program(s):
 - shall manage and manipulate data involving dates, including single century formulas and multi-century formulas, and shall not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and
 - provides that all date-related user interface functionalities and data fields include the indication of century using the "fixed window" approach or four digit year; and
 - provides that all date-related data interface functionalities include the indication of century using the "fixed window" approach or four digit year.
- b) Term. The Year 2000 Compliance Warranty set forth herein shall begin as of the date of this Agreement and end of the date after January 1, 2001, subsequent to which the Licensed Program(s) have operated without a breach of the Year 2000 Compliance Warranty for a consecutive six (6) month period.
- c) Limitation on Use/Limitation on Liability. Customer shall not modify the Licensed Program(s) in any manner which would affect the performance of the Licensed Program(s) in such a manner as to cause it to fail to meet the Year 2000 Compliance Warranty set forth herein. There shall be no liability on the part of HTE for any failure of the Licensed Program(s) to conform to the Year 2000 Compliance Warranty to the extent that any such failure is attributable to a modification of the Licensed Program(s) by Customer.

Entire Agreement. This Agreement and any Supplement(s) and/or Amendments to this Agreement constitute the entire Agreement between the parties, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the Customer and of HTE.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

THE CITY OF PORT ORANGE

By: _____

Name: _____

Title _____

Date _____

H.T.E., INC.

By: _____

Name: _____

Title _____

BRIAN B. HEAFY
Vice President, H.T.E., Inc.

Date _____

SUPERION

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.superion.com

RECEIVED BY
SEP 06 2017
INFO. TECH.

Invoice

Company	Document No	Date	Page
LG	144108	31/Aug/2017	1 of 3

Bill To: City of Port Orange
1000 City Center Parkway
PORT ORANGE, FL 32129
United States
Attn: Kim Le Van

Ship To: City of Port Orange
1000 City Center Parkway
PORT ORANGE, FL 32129
United States
Attn: Kim Le Van

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 2171LG	City of Port Orange		USD	NET30	30/Sep/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 00005897				
27	Automated Fuel System Interface Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	957.99	957.99 X
Contract No. 00010478				
29	m.Building Inspections Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	312.00	312.00 X
30	m.MobileUser License Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	6.00	200.00	1,200.00 X
31	Mobile Server Framework Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	880.00	880.00 X
Contract No. 00010790				
28	Click2Gov Test Server Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	997.50	997.50
Contract No. 00018332				
32	m.Code Enforcement Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	312.00	312.00 X
33	m.MobileUser License Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	5.00	200.00	1,000.00 X
Contract No. 070834				
6	Time Keeping Interface - TC Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	772.41	772.41
Contract No. 080321				
7	NAVI-Building Permits Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	7,981.51	7,981.51
8	NAVI - Business Licenses Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	3,469.97	3,469.97
9	NAVI-Code Enforcement Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	3,469.97	3,469.97
10	NAVI - Cash Receipts Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	3,458.27	3,458.27

Page Total 24,811.62

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1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
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Invoice

Company	Document No	Date	Page
LG	144108	31/Aug/2017	2 of 3

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1000 City Center Parkway
PORT ORANGE, FL 32129
United States
Attn: Kim Le Van

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1 2171LG	City of Port Orange		USD	NET30	30/Sep/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
11	NAVI - Customer Information Systems Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	15,331.07	15,331.07
12	NAVI - GMBA w/Extended Reporting Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	13,599.01	13,599.01
13	Naviline - Asset Management I Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	3,276.87	3,276.87
14	NAVI-Fleet Management Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	6,583.01	6,583.01
15	Naviline-Land/Parcel Management Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	3,592.85	3,592.85
16	NAVI-Accounts Receivable Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	4,809.99	4,809.99
17	NAVI-PURCHASING INVENTORY Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	7,472.43	7,472.43
18	NAVI-Payroll/Personnel Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	5,676.01	5,676.01
19	NAVI - Planning/Engineering Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	5,676.01	5,676.01
20	QRep Catalogs for BP, CE,CR, CX, FA, FM, GM, LX, MR, OL, PI, PR, PZ Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	13.00	0.00	0.00
21	NAVI-DMS - Document Management Services Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	1,158.60	1,158.60
Contract No. 081026				
22	QRep End User Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	5.00	365.17	1,825.85
Contract No. 090549				
23	Bar Code Interface for Financials (QF) - Quatred Public Administration Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	2,527.88	2,527.88
Contract No. 091566				

NOT RENEWING

X

Page Total 71,529.58

SUPERION

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Lake Mary, FL 32746
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Invoice

Company	Document No	Date	Page
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Attn: Kim Le Van

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 2171LG	City of Port Orange		USD	NET30	30/Sep/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
24	QRep End User Maintenance Start: 01/Oct/2017, End: 30/Sep/2018 Contract No. 121047	5.00	365.17	1,825.85
25	Click2Gov - Planning/Engineering Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	1,412.22	1,412.22
26	Click 2 Gov - Business Licenses Maintenance Start: 01/Oct/2017, End: 30/Sep/2018 Contract No. 2000369	1.00	1,140.43	1,140.43
3	Click2Gov CX Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	3,382.20	3,382.20
4	Click2Gov Core Module Embedded Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	1,398.52	1,398.52
5	Click2Gov BP Maintenance Start: 01/Oct/2017, End: 30/Sep/2018 Contract No. 9803042	1.00	3,101.32	3,101.32
1	QRep Administrator - 1 Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	353.00	353.00
2	QRep End User -5 Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	5.00	353.00	1,765.00

Page Total 14,378.54

Remittance: Superion, LLC
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Inquiries: Accounts.ReceivableLG@superion.com

Subtotal	110,719.74
Sales Tax	0.00
Invoice Total	110,719.74
Payment Received	0.00
Balance Due	110,719.74

- 11,245.00
\$ 99,474.74

SUPERION

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	144109	31/Aug/2017	1 of 1

Bill To: City of Port Orange
1000 City Center Parkway
PORT ORANGE, FL 32129
United States
Attn: Contract#120638

Ship To: City of Port Orange
1000 City Center Parkway
PORT ORANGE, FL 32129
United States
Attn: Kim Le Van

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 2171LG	City of Port Orange		USD	NET30	30/Sep/2017

No SKU Code/Description/Comments

Contract No. 120638

No	SKU Code/Description/Comments	Units	Rate	Extended
1	Work Orders/Facilities Management Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	6,591.61	6,591.61
2	QRep Catalog WF Maintenance Start: 01/Oct/2017, End: 30/Sep/2018	1.00	344.21	344.21

Page Total 6,935.82

RECEIVED BY
SEP 06 2017
INFO. TECH.

Remittance: Superior, LLC
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Inquiries: Accounts.ReceivableLG@SunGardPS.com

Subtotal	6,935.82
Sales Tax	0.00
Invoice Total	6,935.82
Payment Received	0.00
Balance Due	6,935.82

CITY OF PORT ORANGE
INFORMATION TECHNOLOGY DIVISION
Administrative Services Department

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5550
FAX 386-506-5559
www.port-orange.org



Memorandum

TO: Jamie Miller, Administrative Services Director
FROM: James Hicks, Information Technology Manager
DATE: 9/13/2017
SUBJECT: Superion, Inc. Annual Software & Technical Support Maintenance Contract

The annual software and technical support maintenance agreement with Superion, Inc. (formerly SunGard Public Sector, Inc. and previous to that H.T.E, Inc.) comprise each of the individual software modules used throughout the City. Superion has been the City's financial and community service software provider for approximately 28 years.

The modules can be grouped as follows:

Community Service: Building Permits, Business Licenses, Code Enforcement, Planning & Engineering, and Land & Parcel Management.

Financial Systems: Accounts Receivable, Cash Receipts, Customer Information Systems, Fixed Assets, GMBA, Payroll/Personnel, Purchasing & Inventory, and Work Order & Facility Management.

A brief overview of each module as follows:

- **QRep:** Ad-Hoc report writer used to query data and create reports.
- **Click2GovBP:** Web based application allowing citizens and contractors to schedule inspections, view inspection results and check status of permits.
- **Click2GovCX:** Web based application offering citizens up-to-date account information, billing history, and service & consumption summaries. Customers can utilize the system to make payments, setup auto-pay, and receive e-bills.
- **Time Keeping Interface:** A custom interface used to integrate Executime (the City's time & attendance software) into Superion's Payroll module.
- **Naviline Building Permits:** Manages building permit applications, information & structure specifications, and scheduling & tracking of inspections.
- **Naviline Business Licenses:** Used to issue and renew all business licenses.
- **Naviline Code Enforcement:** Process, organize, and track all residential and commercial complains and violations.

- **Naviline Cash Receipts:** Used for payment and deposit transactions.
- **Naviline Customer Information Systems (Utility Billing):** Managed customer and location maintenance, billing, delinquency, penalty, refund, write-off, meter reading processing, and charge calculation for flat and metered rate services.
- **Naviline GMBA w/ Extended Reporting:** Complete fund accounting system that includes transaction entry, disbursement processing, general ledger accounting, budgeting, and project investment tracking. Extended reporting creates financial reports that meet the Government Finance Officers Association's Government Accounting, Auditing, and Financial Reporting (GAAFR) guidelines.
- **Naviline Asset Management:** Tracks items and the value of an item throughout its economic lifetime and supplies detailed accounting information. Also, tracks the location and value of each item to facilitate physical inventory.
- **Naviline Land/Parcel Management:** A centralized database of address and parcel information interfacing with other SunGard modules.
- **Naviline Accounts Receivable:** Record keeping, billing, and processing for receivables.
- **Naviline Purchasing/Inventory:** Processes all purchase orders and manage physical inventory.
- **Naviline Payroll/Personnel:** Process payroll and employee personnel records.
- **Naviline Planning/Engineering:** Tracking of projects which include the planning process and all charges and receipts processing.
- **DMS (Document Management Services):** Creates Microsoft Word documents using mail merge fields provided by SunGard. Documents include Business Tax Receipts, Business Tax Renewal letters, Planning & Engineering project documents, Building Permit Certificate of Occupancy, Accounts Receivable invoices, requisition notifications, and e-bill notifications.
- **Bar Code Interface for Financials:** Bar Code Interface used between Quatred and Superior's Purchasing/Inventory module. Currently, Information Technology, Fire Department, and the City's Warehouse use this software.

The City will not be renewing maintenance on the Fleet Management interface, Automated Fuel interface, or the Code Enforcement & Building Inspection Mobility interface due to other more efficient applications taking their place. This has been reflected in the maintenance proposal.

The Superior Annual Maintenance Contract is valid for 1 calendar year beginning October 1st, 2017 until September 30th, 2018. The total cost of maintenance and support for all included software is \$106,410.56.

James Hicks
Information Technology Manager



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: Yes

SUBJECT: (B8) Resolution No. 17-55 - Ratifying and Accepting \$99,729.00 for Victims of Crime Act (VOCA) Grant

DEPARTMENT: Police Services

GOAL: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 17-55 ratifying and accepting grant funds from the State of Florida in the amount of \$99,729.00 for the Victim of Crime Act (VOCA) Grant program.

SUMMARY: Earlier this year, the Police Department applied for funding under the Victims of Crime Act (VOCA) Grant program. The department has been awarded \$99,729.00 for the 2017/2018 funding cycle to assist victims of crime. This is an increase of \$13,461.56 from the previous year. The grant program requires a City match of \$24,932.25. Matching funds are included in the Police Department budget salary line item and are contingent upon approval of the FY 2018 budget.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-55	Reso. No. 17-55.pdf
2.	VOCA Grant Award	Victim Advocate Grant 2018.pdf

Debbie Grabowski
William Proctor
Thomas Grimaldi
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/15/2017
Approved - 09/15/2017
Approved - 09/18/2017
Approved - 09/27/2017
Approved - 10/04/2017
Approved - 10/04/2017
Final Approval - 10/05/2017

RESOLUTION NO. 17-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RATIFYING THE APPLICATION FOR AND AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE THE ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF FLORIDA IN THE AMOUNT OF \$99,729.00 FOR THE VICTIMS OF CRIME ACT (VOCA) GRANT PROGRAM; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Port Orange Police Department has been awarded \$99,729.00 from the State of Florida to assist victims of crime; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The Mayor and City Clerk of the City of Port Orange hereby ratify the application for and authorize acceptance of the grant funds from the State of Florida award of the Victims of Crime Act grant in the amount of \$94,729.00.

Section 2. The Mayor and City Clerk are hereby authorized to execute all documents between the City of Port Orange and the State of Florida necessary to implement this Resolution.

Section 3. The City shall provide matching funds of \$24,932.25 for this grant program.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

FY 2017/2018

2017 - 2018

AGREEMENT BETWEEN THE STATE OF FLORIDA

DEPARTMENT OF LEGAL AFFAIRS

OFFICE OF THE ATTORNEY GENERAL

AND

Port Orange Police Department

GRANT NO. VOCA-2017-Port Orange Police Depart-00040

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as the OAG, an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the ***Port Orange Police Department*** hereafter referred to as the Provider. The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG hereby agrees to engage the Provider and the Provider hereby agrees to perform services as set forth herein. The Provider understands and agrees all services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

The Provider agrees to provide the OAG with written notification of any change in its designated representative for this Agreement. This Agreement shall be performed in accordance with the rules implementing the provisions of Victims of Crime Act (VOCA), 42 U.S.C.A. § 10603, Victim Assistance Program, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in the Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Pt. 200, beginning at 2 C.F.R. § 200.0, and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider and/or are presented to the Provider, as outlined in the approved Grant Application of the Provider for the Grant Period as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement shall become effective on October 1, 2017, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through September 30, 2018. No costs incurred by the Provider prior to the effective date of said Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider agrees not to commingle grant funds with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. However, the Provider's accounting systems must ensure OAG grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and/or received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider shall establish an additional accounting system to

provide adequate grant fund accountability for each project.

In accordance with the provisions of Section 287.0582, Florida Statutes (2016), if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act award, as funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with Section 215.971, Florida Statutes (2016), provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider and/or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA

Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG will impose a corrective action plan, reduction of the final payment for the grant period under this Agreement by 5% of the total award amount listed in Article 33, and/or terminate this Agreement.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider shall be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the Provider shall so register within twenty-one (21) days from execution. The online registration can be completed at:

<http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>

The Provider agrees to comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider also agrees to applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com/>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. The Provider acknowledges and agrees any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of Victims of Crime Act (VOCA), 42 U.S.C.A. § 10603, Victim Assistance Program, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant

rules as set forth in the Code of Federal Regulations, Part 200, Subtitle A, Ch. II, Pt. 200, beginning at 2 C.F.R. § 200.0, and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws. Expenditures for the acquisition and maintenance of telephones and equipment shall be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

The Provider and the OAG agree grant funds cannot be used as a revenue-generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, Victim Compensation, Medicare or Medicaid may not be billed for services provided by grant-funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third party reimbursements. The OAG and the Provider further agree that travel expenses will be reimbursed with grant funds only in accordance with Section 112.061, Florida Statutes (2016).

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of the Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider shall reimburse the OAG for all unauthorized expenditures and the Provider shall not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of the Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider agrees to obtain a minimum of three (3) written quotes for all single item grant-related purchases equal to or in excess of two thousand five hundred dollars (\$2,500) unless it is documented that the vendor is a sole source supplier. The Provider will utilize the lowest quote for the purchase.

The Provider understands and agrees that it cannot use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 9. PROGRAM INCOME

The Provider shall provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider agrees to provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 10. METHOD OF PAYMENT

Payment for services performed under the Agreement shall be issued in accordance with the provisions of Section 215.422, Florida Statutes (2016). The OAG shall have twenty (20) days from the receipt of any invoice for the approval and inspection of goods or services.

All required performance reports must be completed by the Provider and received by the OAG in order to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, approval by the OAG of the level of service provided during the report period, and approval by the OAG of all performance reports due. The Provider shall provide all performance reports on a quarterly and annual

basis unless otherwise requested by the OAG. The quarterly reports for December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter.

Except for the monthly invoices for December, March and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider shall maintain appropriate documentation of all costs represented on the invoice. The OAG may require any and all appropriate documentation of expenditures prior to approval of the invoice, and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of the Agreement. If complete and correct, documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment, and the OAG may terminate the Agreement.

Any reimbursement due or any approval necessary under the terms of the Agreement shall be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

The Provider agrees to maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the VOCA Federal Rules referenced in ARTICLE I of this Agreement. Match contributions equal to 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 11. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), Florida Statutes (2016), the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 12. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, agrees to provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal(s) and extension(s) thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

ARTICLE 13. INDEPENDENT CONTRACTOR

The Provider agrees that it is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the State of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees shall represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to State of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be

considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

ARTICLE 14. DOCUMENTATION AND RECORD RETENTION

The Provider shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider shall maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of the person(s) who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, shall be maintained at the office of the Provider for a period of five years from the termination date of the Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider shall give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. If the Provider fails to provide access to such materials, the OAG may terminate this Agreement. Sections 119.071, and 960.15, Florida Statutes (2016), provide that certain records received by the OAG are exempt from public record requests, and any otherwise confidential record or report shall retain that status and will not be subject to public disclosure. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement shall result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

The Provider shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, except for those records exempt from disclosure under one of the statutory provisions mentioned in the paragraph above, or are otherwise exempt from disclosure by operation of Section 119.071, Florida Statutes (2016) or Chapter 119, Florida Statutes. Failure by the Provider to allow the aforementioned public access constitutes grounds for unilateral cancellation by the OAG at any time, with no recourse available to the Provider. The Provider shall also keep and maintain all public records consistent with the State of Florida's record retention schedule. The Provider shall provide the OAG with a copy of all requested public records or allow the records to be inspected and copied within a reasonable time or as otherwise provided by law. The provider will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if the Provider does not transfer the records to the OAG at that time.

Upon completion of the Agreement, the Provider shall keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement or electronically transfer, at no cost, to the OAG all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion of the Agreement, the Provider shall destroy all duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, in a format compatible with the information technology systems of the OAG.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, publicrecordsrequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 15. VICTIM SERVICES PRACTITIONER DESIGNATION TRAINING

The Provider agrees to have all VOCA grant funded staff members complete training and achieve the Victim Services Practitioner Designation through the staff members' successful participation in the OAG's Victim Services Practitioner Designation Training Course provided through the Florida Crime Prevention Training Institute (FCPTI). All VOCA funded staff members must timely renew and maintain this designation certification by applying for renewal of the designation with the OAG within the time frame mandated by the OAG through its Victim Services Practitioner Designation Requirements.

ARTICLE 16. PROPERTY

The Provider agrees to be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds shall be subject to the provisions of the Financial Guide.

ARTICLE 17. AUDITS; COMPLIANCE WITH OAG'S INSPECTOR GENERAL

The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Agency's Office of the Inspector General (Section 20.055, Florida Statutes (2016)), or as authorized by law.

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a Non-Federal Entity, meaning a State, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a Federal award as a recipient or subrecipient, as defined in Title 2 C.F.R. Part 200, Subpart A.

1. In the event the Provider expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in the Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Pt. 200, beginning at 2 C.F.R. § 200.0. Article 33 to this Agreement indicates the amount of Federal funds disbursed through the OAG by this Agreement. In determining the Federal awards expended in its fiscal year, the Provider shall take into account all sources of Federal awards, including Federal resources received from the OAG. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in the Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Pt. 200, beginning at 2 C.F.R. § 200.0. An audit of the Provider conducted by the Auditor General in accordance with the Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Pt. 200, Subpart F, beginning at 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. If the Provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance

with the Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Pt. 200, Subpart F, beginning at 2 C.F.R. § 200.500, is not required. In the event the Provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Pt. 200, Subpart F, beginning at 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-Federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than Federal entities), as mandated in the Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Pt. 200, Subpart E, beginning at 2 C.F.R. § 200.400.

ARTICLE 18. AUDIT REPORT SUBMISSION

Audit reports must be submitted no later than 150 days following cancellation, termination or expiration of the Agreement.

1. Copies of audit reports for audits conducted in accordance with the Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Pt. 200, Subpart F, beginning at 2 C.F.R. § 200.500, and required by this Agreement shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

A. Office of the Attorney General

Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

2. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement shall be submitted timely in accordance with federal government-wide grant rules as set forth in the Code of Federal Regulations, Part 200, Subtitle A, Ch. II, Pt. 200, beginning at 2 C.F.R. § 200.0, as applicable.
3. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 19. MONITORING

In addition to reviews of audits conducted in accordance with the Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Pt. 200, Subpart F, beginning at 2 C.F.R. § 200.500, by entering into this Agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100% payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, the Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state law, or the Code of Federal Regulations, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of the Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to a Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, both parties agree that the Provider shall reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 20. RETURN OF FUNDS

The Provider shall return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider shall immediately return to the OAG such overpayment without

prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider shall forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 21. PUBLIC ENTITY CRIME

Pursuant to Section 287.133, Florida Statutes (2016), the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (2016), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify the OAG within five (5) days of its, or any of its affiliate's, placement thereon.

ARTICLE 22. GRATUITIES

The Provider agrees that it will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive the Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 23. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention shall be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider shall identify all such materials to the Agency. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider shall indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider shall indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this

Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the State of Florida.

ARTICLE 24. INDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider shall be liable for and indemnify, defend, and hold the OAG and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability shall not excuse the Provider's duty to defend and to indemnify the OAG within seven (7) days after notice by the OAG. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim shall not release the Provider from these duties. The Provider shall not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement or the rights and representations created by it for any purpose.

The Provider agrees to assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

ARTICLE 25. REMEDIES; INCLUDING TERMINATION OF AGREEMENT

The Provider's failure to perform pursuant to the terms of this Agreement may result in non-payment, imposition of the financial consequences contained in this Agreement, delay of payment, and/or termination as provided under this Agreement. Such non-compliance can result in any or all of the additional following actions; temporary withholding of payments under ARTICLE 10, METHOD OF PAYMENT, above, pending correction of all deficiencies by the Provider; appropriate legal action being taken to enforce compliance by the Provider with the terms of this Agreement; and suspension of grant funds up to and including termination of the Agreement by the OAG.

This Agreement may be terminated by the OAG for any reason upon five (5) days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

In the event this Agreement is terminated by the OAG, the Provider shall deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of the Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement shall be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider shall not be relieved of liability to the OAG for damages sustained by the OAG by virtue of any termination by the OAG or breach of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider shall be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 26. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties, and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of Article 8, Authorized Expenditures.

ARTICLE 27. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C.

§ 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes (2016), the Provider agrees not to discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The Provider further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with any of its programs and activities are not discriminating against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at <http://ojp.gov/about/offices/ocr.htm>.

In the event a Federal or State court, or a Federal or State administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Provider shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules and confirm compliance with this requirement to the OAG through self-reporting by December 31, 2017. The training modules are available at <http://ojp.gov/about/ocr/assistance.htm>.

Pursuant to Section 287.134, Florida Statutes (2016), an entity or affiliate who has been placed on the Florida Department of Management Services' discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide goods or services 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.

The OCR issued an advisory document for Federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

ARTICLE 28. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider shall not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example provided by the Office for Victims of Crime, Office of

Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 29. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program shall state: "This project was supported by Award No. VOCA-2017-Port Orange Police Depart-00040 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by Port Orange Police Department and the State of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY). Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The Port Orange Police Department is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 30. EMPLOYMENT

The employment of unauthorized aliens by the Provider is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Provider shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

ARTICLE 31. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management. All notices must be given to the parties' contract administrators respectively.

ARTICLE 32. CONTROLLING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement shall be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

ARTICLE 33. AMOUNT OF FUNDS

The OAG agrees to reimburse the Provider for contractual services and/or availability to provide services for the entire Time of Performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of the Agreement. The total sum of monies available for reimbursement to the Provider for services provided shall

not exceed \$99,729.00.

"Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's core business hours throughout the Time of Performance, as set forth in Article 3 of this Agreement. Core business hours are assumed to be at least from 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise approved as alternative core business hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

"Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to Article 8 of this Agreement.

ARTICLE 34. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

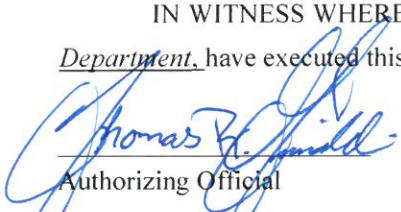
This instrument and the approved 2017-2018 grant application in the E-grants Management System, embody the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or Agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the Provider that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only, covering one fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Port Orange Police Department, have executed this agreement.



Authorizing Official

Thomas R. Grimaldi

Print Name

9/14/17

Date

OAG Authorizing Official

Print Name

DATE

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

59-6000412
FEID# of Provider

008075645
SAMAS Code

* Provided for use if multiple signatures are required by your organization.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: No

SUBJECT: (B9) Resolution No. 17-57 - Ratifying Application and Accepting Grant Funds from Volusia County Coastal Division for the Derelict Vessel Removal Program

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-57.

SUMMARY: The City became aware of a 25' Catalina Sailing Yacht, FL 5173 EG, that was partially capsized on the port side beneath the northeast basin on the Dunlawton Bridge. Several attempts were made to notify the owner to have it removed. After receiving no response from the owner, the vessel was deemed a public safety hazard and was removed by the City of Port Orange at the cost of \$3,800.

The City applied for and received grant funding for reimbursement of half of the cost (\$1,900) from Volusia County Coastal Division - Inlet & Port District Derelict Vessel Removal Grant Program.

This resolution authorizes the city to accept the grant.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-57	Reso. No. 17-57.pdf
2.	Volusia County Derelict Vessel Grant Application	Volusia Co Derelict Boat Grant Application.pdf

Tracey Riehm
Melissa Frangoulis
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/19/2017
Approved - 09/27/2017
Approved - 10/02/2017
Approved - 10/04/2017
Approved - 10/04/2017
Final Approval - 10/05/2017

RESOLUTION NO. 17-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
RATIFYING AND ACCEPTING GRANT FUNDS FROM
VOLUSIA COUNTY COASTAL DIVISION FOR THE
DERELICT VESSEL REMOVAL PROGRAM;
AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AGREEMENTS AND CONTRACTS;
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Port Orange Finance Department applied for funds from Volusia County Coastal Division – Inlet and Port District Derelict Vessel Removal Grant Program for the removal of a 25' Catalina Sailing Yacht, FL 5173 EG that was partially capsized beneath the northeast basin of the Dunlawton Bridge; and

WHEREAS, the City Council of the City of Port Orange desires to ratify and accept the grant from Volusia County Coastal Division – Inlet and Port District Derelict Vessel Removal Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA as follows:

Section 1. The City Council of the City of Port Orange hereby ratifies the submittal of an application to the Inlet and Port District Derelict Vessel Removal Grant Program for reimbursement of half the cost of removal.

Section 2. The City Council of the City of Port Orange hereby accepts grant funding in the amount of \$1,900.00.

Section 3. The Mayor and City Clerk shall be authorized to execute any and all documents, agreement or contracts necessary to implement this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the ____ day of _____, 2017

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Volusia County Coastal Division - Inlet & Port District
Derelict Vessel Removal Grant Program

(Form Must be Typed)

Applicant Information

Applicant: City of Port Orange Florida

Contact / Project Manager: Theresa E. Brooks

Address: 1000 City Center Circle

City: Port Orange ZIP Code: 32129

Telephone: 386-717-9050 E-mail: tbrooks@port-orange.org

I hereby certify that the information provided in this application is true and accurate.

Signature: Theresa E Brooks Date: 8/31/17
(Project Manager)

Project Information

Description of Vessel(s): 25' Catalina Sailing Yacht, FL 5173 EG partially capsized on port side

Location of Vessel(s): Beneath Northeast basin of Dunlawton Bridge at N298.9518, W080 58.44012

Sections 376.15 and 823.11 Port Orange, Florida

Required Attachments:

1. Photos and location maps of all vessels to be removed.
2. Local code or law enforcement agency completed incident report for each vessel.
3. Photo of vessel with F.S. 705 Abandoned Property placard posted on vessel.
4. Copy of signed and completed F.S. 705 Abandoned Property placard for each vessel to be removed.
5. Copies of removal and disposal quotes from a licensed towing or salvage company.

Grant Funds Requested: \$ \$1,900.00

Applicant Funds: \$ \$1,900.00 Source General Operating Fund

Other Matching Funds: \$ _____ Source _____

Total Estimated Project Cost: \$ \$3,800.00

Additional Information

1. Grant funding is reimbursement based on evidence of vessel removal and disposal and contractor payment.
2. Volusia County reserves the right to review and reject applications if costs are deemed unreasonably high.

\$1900.00

WS 9/15/17
P0063070000

RESOLUTION NO. 17-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING AND APPROVING AN EARLY RETIREMENT/SEPARATION PROGRAM; ESTABLISHING A RETIREMENT/SEPARATION DATE; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City anticipates impacts in Fiscal Year 2019 resulting from state and citizen legislative actions; and

WHEREAS, the City Council has reviewed the recommendations of the city manager for an early retirement/separation program; and

WHEREAS, the City Council has determined that the program provides a means to respond to the financial conditions of the city and to also provide support to those employees electing to retire or separate from city service; and

WHEREAS, The City Council by adoption of this resolution is authorized by law to establish an Early Retirement/Separation Program; and

WHEREAS, the City Council believes that the program is necessary and in the best interests of the citizens of the City of Port Orange as more particularly set forth hereinafter.

NOW, THEREFORE, be it resolved by the City Council of the City of Port Orange, Florida, as follows:

Section 1. The City Council hereby establishes and approves the Early Retirement/Separation Program (hereinafter the "Program") as set forth in this Resolution, as follows:

- (1) The Program shall be offered to city employees who meet the following eligibility requirements at the date of retirement/separation:
 - (a) The employee has a combination of age plus years of service equal to 80 or more, and the employee has at least ten (10) consecutive years of service with the City of Port Orange.
- (2) The eligible employee may elect to retire/separate from service with the City of Port Orange on December 31, 2017.
- (3) The employee who elects the Program shall be required to sign the Early Retirement/Separation Agreement on or before December 15, 2017 at 12:00 p.m., noon, and the Agreement shall become irrevocable on December 22, 2017 at 12:00 p.m., noon.

Section 2. On or before December 15, 2017, the city manager shall hereby be authorized to enter into with each eligible employee the Early Retirement/Separation Agreement in substantially the same form as attached hereto as Exhibit "A".

Section 3. The employee who elects the Program, shall upon retirement/separation from service with the City of Port Orange, be entitled to exercise other elections for final pay in accordance with the ICMARC 401 Plan and ICMARC 457 Plan.

Section 4. All resolutions or parts thereof in conflict herewith or contrary hereto are hereby repealed to the extent of such conflict.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this resolution, or application hereof, is for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications hereof.

Section 6. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O BURNETTE

ATTEST:

Robin L. Fenwick., CMC City Clerk

Adopted this day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

EXHIBIT "A"

THIS EARLY RETIREMENT/SEPARATION AGREEMENT, WAIVER AND RELEASE (hereinafter "Agreement") is made and entered into this ____ day of _____, 2017, by and between City of Port Orange, a Florida municipal corporation, and its officers, employees, agents, and representatives (collectively referred to herein as "City"), and _____ and his/her heirs, executors, and administrators (collectively referred to herein as "Employee").

WHEREAS, City and Employee desire to amicably end their employment relationship through a voluntary early retirement/separation option and fully and finally settle all existing or potential claims and disputes between them, whether known or unknown as of this date. The parties therefore agree as follows:

WHEREAS, the City Council has authorized the Agreement pursuant to the policy and guidelines approved in the City Council meeting of October 17, 2017; and

WHEREAS, the Employee has agreed to December 31, 2017 as the Employee's retirement/separation date, hereinafter the "Selection Date"; and

NOW, therefore, for good and valuable consideration, receipt hereof is hereby acknowledged the Parties to this Agreement agree as follows:

1. Premises. The foregoing premises are true and correct and are incorporated herein.
2. Obligations of City. In consideration of Employee's election of the early retirement/separation option and in lieu of notice of separation, City shall provide to Employee the following benefits which City is not otherwise legally obligated to provide:
 - (a) Supplemental Payment. Three (3) monetary payments in an amount representative of the City of Port Orange "Employee Only" insurance premiums. This amount shall equal \$7,000.00 annually, less legally required deductions for income tax, social security, and medicare. The first annual payment shall be paid within 20 days following the Selection Date, and annually thereafter for a total of three payments.
 - (b) Accrued Leave Payment. Payment for accumulated unused annual leave, sick leave, and/or personal leave accrued through Selection Date as per any collective bargaining agreements or Civil Service Rules and Regulations, less legal deductions for income tax, social security, and medicare.
 - (c) The benefits described hereinabove do not effect any pension or other retirement/separation benefits to which Employee may be entitled under City of Port Orange General Employees Defined Benefit Retirement Plan, City of Port Orange Fire Fighters' Pension Fund, City of Port Orange Police Pension Fund and ICMA Retirement Systems, pursuant to the adopted ordinances of the City of Port Orange.
3. Obligations of Employee. In consideration of the foregoing early retirement/separation benefits provided by City, Employee agrees to the following:
 - (a) Employee waives and releases City of and from any claims, demands, damages, lawsuits, obligations, promises, administrative actions, charges, and causes of action, both known and unknown, in law or in equity, of any kind whatsoever, including, but not limited to, all matters relating to or arising out of Employee's employment with City, compensation by City or retirement/separation from employment with City. This waiver and Release covers any causes of action or claims under Title VII of the Civil Rights Act of 1964, as amended; the Employee Retirement Income Security Act of 1974, as amended; the Rehabilitation Act of

1973, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Civil Rights Acts of 1866 and 1871; the Florida Human Rights Act of 1977, as amended; Executive Orders 11246 and 11478; the Florida Public Employees Relations Act of 1974, as amended; the Fair Labor Standards Act of 1938, as amended; the Equal Pay Act of 1963, as amended; the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; and any other federal or state law or municipal ordinance, including any lawsuits founded in tort (including negligence), contract (oral, written or implied), or any other common law or equitable basis of action.

- (b) Employee acknowledges that he/she has received the following: (1) a list of the eligibility requirements and applicable time limits; (2) a list of the individuals being offered the voluntary early retirement/separation option, including their ages and job titles; and (3) the ages of the individuals who are in the same job classes as those being offered the voluntary early retirement/separation option, but who are not eligible.
- (c) Employee represents that he/she has not and will not file any charge of discrimination against City with any federal, state or municipal agency, and City has reasonably relied on this representation in agreeing to perform those obligations set forth in paragraph 2 of this agreement.
- (d) Employee has chosen the Selection Date for the early retirement/separation option and shall retire/separate from employment with City effective on the Selection Date, and agrees to refrain from applying for employment at any time in the future.
- (e) Prior to said effective date, Employee shall return to City all City property in his/her possession or control, including but not limited to public records as defined in Chapter 119, Florida Statutes, and all identification badges, vehicle, door and file keys, computer software, office and safety equipment, and other physical or personal property which Employee received or prepared in connection with her/her employment with City; and, except for copies of public records, Employee shall not make or retain any duplicated, reproductions, or excerpts or such City property.

4. Termination and Recovery of Benefits. The early retirement/separation benefits contained in this Agreement which flow to Employee from City may be immediately terminated by City if Employee breaches this Agreement by engaging in conduct which violates any provision of paragraph 3 herein. Moreover, City is entitled to recover any benefits paid to Employee under this Agreement if he/she breaches his/her obligations under this Agreement. Employee further agrees that City shall be entitled to rescind its obligations under this Agreement if City reasonably relied upon any misrepresentation of Employee in agreeing to undertake these obligations.

5. Non-Admission. Neither this Agreement, nor anything contained herein, is to be construed as an admission by City of any liability, wrongdoing or unlawful conduct whatsoever.

6. Severability. If any provision of this Agreement is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this Agreement shall continue unabated and in full force and effect.

7. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties and shall not be modified or superseded except upon express written consent of the parties to this Agreement. Employee represents and acknowledges that in executing this Agreement he/she does not rely and has not relied upon any representation or statement made by City or its agents, representatives or attorneys that is not set forth in this Agreement.

8. Supersedes Past Agreements. Except as expressly provided herein, this Agreement supersedes and renders null and void any previous employment agreements or contracts, whether written or oral, between Employee and City.

9. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

10. Attorney's Fees. City shall be entitled to an award of its costs and attorney's fees expended in any action to enforce the terms of this Agreement (including seeking injunctive relief or rescission), or to defend a claim, lawsuit or other type of action which has been waived herein.

11. Opportunity to Consider and Confer. City has advised Employee to consult with an attorney prior to executing this Agreement, and Employee acknowledges that he/she has been given a period of at least forty-five (45) days within which to consider this Agreement. Employee and City acknowledge that each has had the opportunity to read, study, consider and deliberate upon this Agreement, EACH HAS BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OR AN OTHERWISE COMPETENT REPRESENTATIVE, and both parties fully understand and are in complete agreement with all of the terms of this Agreement.

12. Effective Date. This agreement may be revoked by either party for a period of seven (7) days following the execution of this Agreement by sending written notice to Jamie Miller, Administrative Services Director, 1000 City Center Circle, Port Orange, Florida 32129, and this Agreement shall not become effective or enforceable until the revocation period has expired.

IN WITNESS WHEREOF, and intending to be legally bound, City, by its authorized representative, and Employee, execute this Early Retirement/Separation Agreement, Waiver and Release consisting of three (3) pages, by signing below voluntarily and with full knowledge of the significance of all of its provisions.

PLEASE READ CAREFULLY. THIS EARLY RETIREMENT/SEPARATION AGREEMENT, WAIVER AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Witnesses:

EMPLOYEE

Name Printed: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

By: _____

Jake Johansson, City Manager

Date: _____



Memorandum

To: Qualified Employees
From: Jamie Miller, Administrative Services Director
Subject: Early Retirement Program Planning Memo
Date: August 21, 2017

The City of Port Orange is considering offering an early retirement program. We are surveying staff who would be eligible for an early retirement option to determine their level of interest in participating in such a program. If approved, the program will be offered to full time employees whose age and years of service equals 80 or above with a minimum of 10 years of service.

Although the below elements of the early retirement program have not yet been approved, it is anticipated that the program would contain the following elements:

- Early Retirement Incentive payment:
 - o 3 Years of \$7,000.00, to be paid annually. This amount is intended to assist with covering premiums for the employee only health insurance (base plan).

The employee could elect to have these funds placed in a tax deferred 457 account or could elect to be paid the entire amount. There is a maximum amount that an employee can roll into a 457 account on an annual basis based upon IRS regulations.

- All sick and vacation leave payments, subject to the provisions of their current Collective Bargaining Agreement. Employees will have the option of rolling their sick and vacation leave payments into a 457 account.
- The effective date would be December 31, 2017.
- Individuals participating in DROP are not eligible to participate in the early retirement option.
- Not more than 40% of those eligible will be allowed to exercise the early retirement option unless in the programs final review the City decides to include more employees. The program will not be based upon first come, first served. Preference will be given to the highest combination of years of service and age.

For us to determine the level of interest in participating in an early retirement program, the City requests that you complete the enclosed form indicating if you are interested in participating. This is not a binding commitment, but rather it is simply an indication of interest. You are invited to attend a meeting on August 30th, 2017, at 10:00 am in the Second Floor Conference Room of City Hall to discuss this proposal and to ask questions. Please return the form to the Human Resources Division no later than 5:00 p.m. on September 15th, 2017.

If the program receives its final approval, then we will have discussions with those who have indicated that they desire to participate in the early retirement program.

I, _____, am interested in participating in the Early Retirement Option proposed by the City of Port Orange. I understand that this is an expression of interest and is not a binding commitment.

Signed by: _____

Date: _____

List of Eligible Early Retirement Employees

<i>Last Name</i>	<i>First Name</i>
BECKMAN	BRUCE
MILLER	STEVEN
WOODMAN	STEPHEN
DAVIS SR.	BRENT
LATHAM	WILLIAM
PARKER	MARY
CULPEPPER	DEBORAH
MATASSA	ROBERT
LOCKABY	PAUL
WOODMAN	SANDRA
LAVENDER	ROBERT
ALLMAN	BARBARA
ZUBER	NANCY
WOODMAN	MARK
SCHARF	MICHAEL
GLOR	CHAPMAN
GRABOWSKI	DEBBIE
PEARSON	DEBORAH
ALLMAN	SCOTT
MARSH	PATRICK
WILSON	RICK
CAMACHO	RIGOBERTO
SALERNO	PAUL
FERGUSON	BRUCE
DRIVER	STEPHEN
WILLIAMS	DERRICK
ROBERTS	MARGARET
MILLER	CARMEN
COCKCROFT	KYNAH
JOHNSON	LINDA

The below chart shows a 3 year estimate of costs and savings related to Early Retirement

	Fiscal 2018	Fiscal 2019	Fiscal 2020	Total
Projected Accrual Payouts	\$238,065			
Projected Early Retirement Payment	\$105,497	\$105,497	\$105,497	
Projected Costs	\$343,562	\$105,497	\$105,497	\$554,556
Projected Salary Savings	\$260,495	\$357,746	\$368,479	\$986,720
Estimated Cost (Savings)	\$83,067	(\$252,249)	(\$262,982)	(\$432,164)

(FY18 costs to be funded with FY17 project carryover funding from the compression reserve)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: Yes

SUBJECT: (B11) Approval of Historic Tree Removal – 3454 County Walk Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the request to remove one historic tree located at 3454 Country Walk Drive.

SUMMARY: The applicant is requesting to remove one 42-inch diameter live oak tree. The tree has significant heart rot. Heart rot is a fungal disease that causes the decay of wood at the center of the trunk and branches, resulting in trees being structurally weaker and prone to breakage. In this tree, the decay is evident at the base of the tree and extends up through the trunk to a height of approximately 15 feet. The tree is deteriorating and will continue to drop debris and limbs if it is left in place and has a high risk of falling over.

The tree is located in the backyard near the rear property line. The property owner would like approval to remove the tree fearing that it could pose a threat to herself or others using her backyard, as well as posing a threat to the adjacent property.

Based on the condition of the tree, staff recommends approval of the request to remove one historic 42-inch diameter live oak tree.

Project No.: Funding Account No.:

ATTACHMENTS:

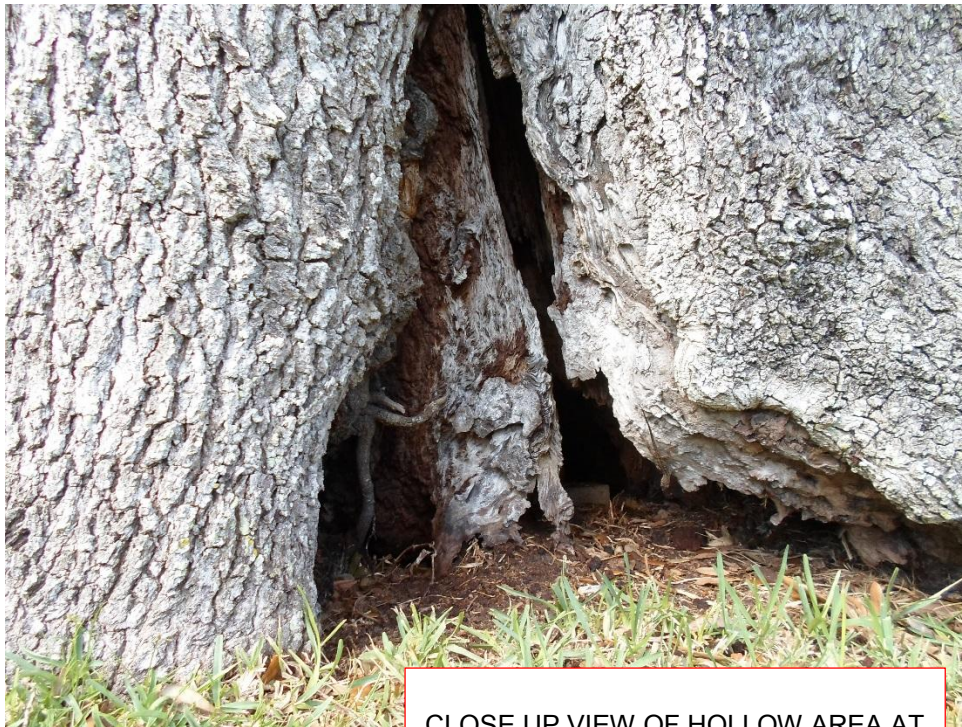
1.	Photos of tree	Photos of tree 3454 Country Walk.pdf
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Margaret Tomlinson
Tim Burman
Margaret Roberts
Jake Johansson
Robin Fenwick

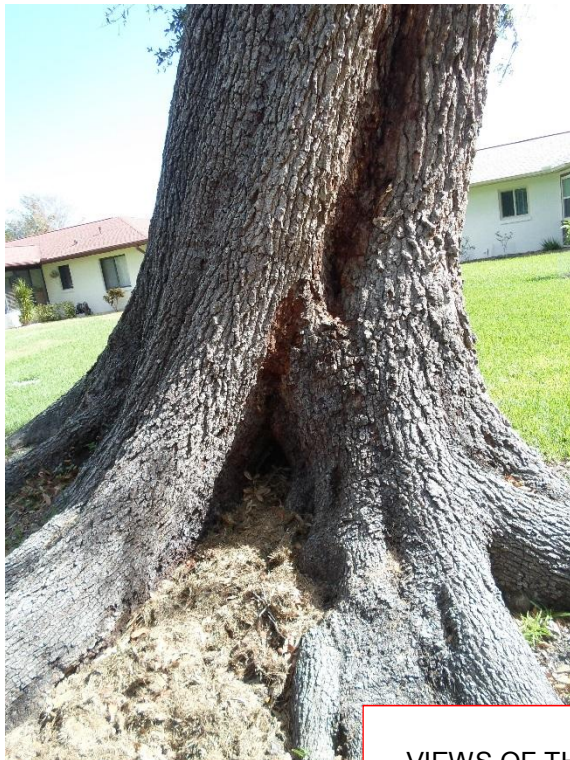
Created/Initiated - 09/28/2017
Approved - 09/28/2017
Approved - 10/04/2017
Approved - 10/04/2017
Final Approval - 10/05/2017



VIEW OF THE TREE TAKEN FROM
THE BACK OF THE HOUSE.



CLOSE UP VIEW OF HOLLOW AREA AT
THE BASE OF THE TREE.



VIEWS OF THE BASE OF THE TREE
TAKEN FROM DIFFERENT POSITIONS.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: Yes

SUBJECT: (B12) Approval of Utility Service and Miscellaneous Receivable Write-offs for FY18

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the write-offs listed in the attachment and authorize the Finance Director to adjust accounts with an effective date of 10/31/17.

SUMMARY: The Finance Department is seeking approval to write off Utility and Miscellaneous Receivables account balances (see the attachment with specific details) with an effective date of 10/31/17.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Utility and Misc Receivable Write-Offs for October 2017	Utility Service and Misc Receivable Write Offs for FY18 - CC Mtg 10-17-17.pdf
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Tracey Riehm
Cherie Cadenhead
Tracey Riehm
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 08/04/2017
Approved - 09/26/2017
Approved - 10/04/2017
Approved - 10/05/2017
Approved - 10/06/2017
Final Approval - 10/09/2017

FY18 Utility Service Write-Offs							City Council Meeting 10/17/17
#	Customer ID	Location Address		Termination Date	Amt of Write-off	Notes	Collection Activity
1	123835	502	LESLIE	12/10/2015	\$ 132.32	Renter	Collection Agency-One Year
2	67097	101	HOWES	4/29/2008	179.17	Renter	Bankruptcy Discharge
3	143429	5807	CLOVER	11/5/2010	181.03	Renter	In-House Collections
4	7569	145	ORCHID	5/9/2011	260.06	Renter	In-House Collections
5	131379	4955	ORANGE	11/1/2011	401.19	Renter	In-House Collections
6	100615	5409	DUBOIS	11/17/2011	155.70	Renter	In-House Collections
7	152955	1852	FOREST PRESERVE	1/3/2013	243.22	Renter	In-House Collections
8	131707	1995	YELLOWFIN	1/4/2013	211.75	Renter	In-House Collections
9	150619	651	HERBERT	1/4/2013	101.04	Renter	In-House Collections
10	152945	3531	FOREST BRANCH	1/4/2013	180.78	Renter	In-House Collections
11	67155	6259	PALOMINO	1/7/2013	257.51	Renter	In-House Collections
12	148295	3539	FOREST BRANCH	1/7/2013	137.81	Renter	In-House Collections
13	152283	5771	PENDLEBURY	1/7/2013	105.67	Renter	In-House Collections
14	123123	5452	LANDIS	1/8/2013	303.32	Renter	In-House Collections
15	144711	5329	PLANTATION HOME	1/9/2013	343.21	Renter	In-House Collections
16	135209	84	SPRINGWOOD	1/10/2013	217.71	Renter	In-House Collections
17	146647	16	SPRINGWOOD	1/10/2013	80.42	Renter	In-House Collections
18	152725	3553	FOREST BRANCH	1/10/2013	278.23	Renter	In-House Collections
19	112767	5649	SWAN LAKE	1/11/2013	150.52	Renter	In-House Collections
20	145597	126	BAREFOOT	1/11/2013	183.34	Renter	In-House Collections
21	136809	5610	PALM	1/14/2013	88.56	Renter	In-House Collections
22	139595	815	ANGELINA	1/15/2013	157.18	Renter	In-House Collections
23	149517	105	KENT	1/15/2013	203.75	Renter	In-House Collections
24	152395	3960	WILLOW TRAIL RUN	1/15/2013	331.19	Renter	In-House Collections
25	116949	5689	CHRISTIANCY	1/24/2013	90.36	Renter	In-House Collections
26	150345	312	DUNLAWTON	1/24/2013	121.57	Renter	In-House Collections
27	150509	403	NANCY	1/29/2013	327.49	Renter	In-House Collections
28	149775	920	ASHMEADE	1/30/2013	72.32	Renter	In-House Collections
29	145615	18	BAYSHORE	1/31/2013	123.94	Renter	In-House Collections
30	103879	162	MANGO	2/7/2013	96.10	Renter	In-House Collections
31	81943	5071	ORANGE	2/12/2013	92.10	Renter	In-House Collections
32	77359	119	MELROSE	2/15/2013	57.25	Renter	In-House Collections
33	104201	5632	CHRISTIANCY	2/15/2013	57.50	Renter	In-House Collections
34	4453	993	STONYBROOK	2/19/2013	127.93	Renter	In-House Collections
35	150891	737	HORSEMAN	2/20/2013	583.74	Renter	In-House Collections
36	131485	938	BRIDGEWATER	2/25/2013	183.55	Renter	In-House Collections
37	126341	980	CANALVIEW	2/27/2013	122.25	Renter	In-House Collections
38	152205	5090	ORANGE	2/27/2013	410.58	Renter	In-House Collections

FY18 Utility Service Write-Offs							City Council Meeting 10/17/17
#	Customer ID	Location Address		Termination Date	Amt of Write-off	Notes	Collection Activity
39	147523	5587	LANCEWOOD	3/1/2013	313.42	Renter	In-House Collections
40	150943	85	TUMBLER	3/1/2013	197.10	Renter	In-House Collections
41	153551	5104	ISABELLE	3/5/2013	110.54	Renter	In-House Collections
42	36555	3250	ESPERANZA	3/6/2013	43.28	Renter	In-House Collections
43	95991	1107	GREENBRIAR	3/6/2013	113.95	Renter	In-House Collections
44	130049	20	GOLDEN GATE	3/7/2013	57.57	Renter	In-House Collections
45	153681	40	SPRINGWOOD	3/7/2013	50.03	Renter	In-House Collections
46	126977	1729	CREEKWATER	3/13/2013	103.76	Renter	In-House Collections
47	151063	5660	LANCEWOOD	3/15/2013	108.80	Renter	In-House Collections
48	137811	839	FIFTH	3/18/2013	52.09	Renter	In-House Collections
49	79549	4670	RIDGEWOOD	3/25/2013	77.18	Renter	In-House Collections
50	127203	5459	CRANE FEATHER	4/1/2013	101.81	Renter	In-House Collections
51	135417	6170	DEL RIO	4/2/2013	66.42	Renter	In-House Collections
52	150821	770	HUNT CLUB	4/4/2013	154.50	Renter	In-House Collections
53	145711	921	STONYBROOK	4/9/2013	394.08	Renter	In-House Collections
54	147231	1249	TRACY	4/16/2013	102.34	Renter	In-House Collections
55	153703	96	SPRINGWOOD	4/16/2013	124.04	Renter	In-House Collections
56	143829	5653	WOOD	4/23/2013	540.66	Renter	In-House Collections
57	83887	18	ROYAL PALM	5/6/2013	115.90	Renter	In-House Collections
58	153943	4877	ORANGE	5/6/2013	63.60	Renter	In-House Collections
59	136795	5409	ISABELLE	5/10/2013	102.95	Renter	In-House Collections
60	149853	52	GOLDEN GATE	5/10/2013	65.31	Renter	In-House Collections
61	110355	3200	ATLANTIC	5/14/2013	133.97	Renter	In-House Collections
62	77729	3819	GROVE VIEW	5/15/2013	50.53	Renter	In-House Collections
63	153959	5824	MYSTIC	5/17/2013	59.87	Renter	In-House Collections
64	147887	467	LESLIE	5/28/2013	161.29	Renter	In-House Collections
65	150795	1323	DEXTER	5/28/2013	162.46	Renter	In-House Collections
66	154481	161	SAND PEBBLE	5/30/2013	137.24	Renter	In-House Collections
67	153597	1463	BAY GROVE	6/4/2013	111.46	Renter	In-House Collections
68	99695	101	KON TIKI	6/5/2013	69.37	Renter	In-House Collections
69	132093	3259	PENINSULA	6/14/2013	123.93	Renter	In-House Collections
70	139479	3451	SADDLEBACK	6/14/2013	335.46	Renter	In-House Collections
71	153031	5809	SPRUCE CREEK	6/14/2013	100.89	Renter	In-House Collections
72	86397	6106	DEL MAR	6/17/2013	95.94	Renter	In-House Collections
73	151469	636	FIFTH	6/20/2013	118.57	Renter	In-House Collections
74	78861	5612	CHRISTIANCY	6/21/2013	244.60	Renter	In-House Collections
75	127997	5090	ORANGE	6/25/2013	194.59	Renter	In-House Collections
76	139949	50	BAYSHORE	6/25/2013	53.78	Renter	In-House Collections

FY18 Utility Service Write-Offs							City Council Meeting 10/17/17
#	Customer ID	Location Address		Termination Date	Amt of Write-off	Notes	Collection Activity
77	151321	23	SPRINGWOOD	7/1/2013	162.96	Renter	In-House Collections
78	93267	1137	BAYVIEW	7/10/2013	96.49	Renter	In-House Collections
79	126413	746	HAWKS RIDGE	7/10/2013	111.68	Renter	In-House Collections
80	149473	3780	CLYDE MORRIS	7/11/2013	65.65	Renter	In-House Collections
81	150753	4959	RIDGEWOOD	7/12/2013	183.45	Renter	In-House Collections
82	155971	5201	PINELAND	7/16/2013	179.46	Renter	In-House Collections
83	140889	1109	LOBLOLLY	7/17/2013	385.88	Renter	In-House Collections
84	147555	3878	ATLANTIC	7/18/2013	60.41	Renter	In-House Collections
85	83363	805	LOUISVILLE	7/19/2013	119.54	Renter	In-House Collections
86	137407	6050	GALIEN	7/24/2013	254.53	Renter	In-House Collections
87	148637	4470	EASTPORT	7/25/2013	1,215.39	Renter	In-House Collections
88	128343	5612	WILSON	7/31/2013	136.52	Renter	In-House Collections
89	152333	4204	NEW HAVEN	7/31/2013	129.82	Renter	In-House Collections
90	140753	5511	WILLIAMSON	8/9/2013	34.35	Renter	Collection Agency-One Year
91	140753	5521	WILLIAMSON	8/9/2013	56.58	Renter	Collection Agency-One Year
92	140753	5521	WILLIAMSON	8/9/2013	85.29	Renter	Collection Agency-One Year
93	140753	5521	WILLIAMSON	8/9/2013	85.29	Renter	Collection Agency-One Year
94	140753	5543	WILLIAMSON	8/9/2013	85.29	Renter	Collection Agency-One Year
95	140753	5543	WILLIAMSON	8/9/2013	85.29	Renter	Collection Agency-One Year
96	140753	5527	WILLIAMSON	8/9/2013	85.29	Renter	Collection Agency-One Year
97	140753	5523	WILLIAMSON	8/9/2013	85.29	Renter	Collection Agency-One Year
98	140753	5521	WILLIAMSON	8/9/2013	85.29	Renter	Collection Agency-One Year
99	140753	5517	WILLIAMSON	8/9/2013	85.29	Renter	Collection Agency-One Year
100	140753	5521	WILLIAMSON	8/9/2013	85.29	Renter	Collection Agency-One Year
101	140753	5543	WILLIAMSON	8/9/2013	85.29	Renter	Collection Agency-One Year
102	140753	5509	WILLIAMSON	8/9/2013	85.29	Renter	Collection Agency-One Year
103	140753	5513	WILLIAMSON	8/9/2013	85.29	Renter	Collection Agency-One Year
104	140753	5537	WILLIAMSON	8/9/2013	124.27	Renter	Collection Agency-One Year
105	140753	5517	WILLIAMSON	8/9/2013	151.32	Renter	Collection Agency-One Year
106	140753	5521	WILLIAMSON	8/9/2013	173.68	Renter	Collection Agency-One Year
107	140753	5521	WILLIAMSON	8/9/2013	173.68	Renter	Collection Agency-One Year
108	140753	5521	WILLIAMSON	8/9/2013	173.68	Renter	Collection Agency-One Year
109	140753	5543	WILLIAMSON	8/9/2013	173.68	Renter	Collection Agency-One Year
110	140753	5537	WILLIAMSON	8/9/2013	174.20	Renter	Collection Agency-One Year
111	111385	3333	RIDGEWOOD	8/20/2013	116.32	Renter	In-House Collections
112	152415	4087	CLOCK TOWER	8/22/2013	63.90	Renter	In-House Collections
113	137209	406	LAURIE	8/23/2013	99.45	Renter	In-House Collections
114	96117	240	PALM CASTLE	8/28/2013	166.63	Renter	In-House Collections
115	128987	3960	WILLOW TRAIL RUN	8/28/2013	123.96	Renter	In-House Collections

FY18 Utility Service Write-Offs							City Council Meeting 10/17/17
#	Customer ID	Location Address		Termination Date	Amt of Write-off	Notes	Collection Activity
116	148713	481	LESLIE	8/28/2013	158.62	Renter	In-House Collections
117	152363	3830	CARDINAL	9/3/2013	315.90	Renter	In-House Collections
118	143045	130	STONE GATE	9/5/2013	78.82	Renter	In-House Collections
119	5467	309	OAK	9/13/2013	28.49	Renter	In-House Collections
120	145911	1001	DEER SPRINGS	9/13/2013	122.71	Renter	In-House Collections
121	155015	3656	JACKSON	9/25/2013	68.37	Renter	In-House Collections
122	76979	3830	NOVA	10/1/2013	482.50	Renter	In-House Collections
123	98697	5671	ROGERS	10/1/2013	71.62	Renter	In-House Collections
124	152325	604	ORANGE	10/1/2013	106.54	Renter	In-House Collections
125	121505	3524	FOREST BRANCH	10/2/2013	158.93	Renter	In-House Collections
126	152305	238	ORCHARD	10/4/2013	92.72	Renter	In-House Collections
127	77395	481	MERRIMAC	10/7/2013	71.44	Renter	In-House Collections
128	154265	5353	DUBOIS	10/8/2013	58.70	Renter	In-House Collections
129	156141	321	ACACIA	10/9/2013	219.63	Renter	In-House Collections
130	140561	1051	SAMMS	10/10/2013	28.69	Renter	In-House Collections
131	108271	580	TAYLOR	10/10/2013	291.66	Renter	In-House Collections
132	133289	859	STONYBROOK	10/11/2013	59.56	Renter	In-House Collections
133	154941	1261	SPARTON	10/11/2013	263.07	Renter	In-House Collections
134	156305	5113	PINELAND	10/16/2013	123.61	Renter	In-House Collections
135	134599	5633	NEWMAN	10/18/2013	177.42	Renter	In-House Collections
136	156479	717	CINDY	10/23/2013	96.70	Renter	In-House Collections
137	7175	133	MONTREAL	10/29/2013	351.66	Renter	In-House Collections
138	106237	1450	MADELINE	11/4/2013	68.96	Renter	In-House Collections
139	148501	1126	HERMITAGE	11/4/2013	94.83	Renter	In-House Collections
140	9047	154	ORCHID	11/6/2013	287.65	Renter	In-House Collections
141	155387	629	CROWN	11/7/2013	185.43	Renter	In-House Collections
142	122805	73	GOLDEN GATE	11/11/2013	51.77	Renter	In-House Collections
143	134659	106	SPRINGWOOD	11/14/2013	70.01	Renter	In-House Collections
144	9865	216	TROPIC	11/15/2013	148.89	Renter	In-House Collections
145	125473	88	GREENWAY	11/15/2013	227.73	Renter	In-House Collections
146	140863	137	COCONUT	11/15/2013	50.45	Renter	In-House Collections
147	151315	1226	MELLISA	11/20/2013	106.60	Renter	In-House Collections
148	83457	262	MANHATTAN	11/21/2013	51.97	Renter	In-House Collections
149	151771	3780	CLYDE MORRIS	11/21/2013	84.52	Renter	In-House Collections
150	155193	164	SWEETGUM	11/22/2013	86.59	Renter	In-House Collections
151	142515	1711	GOOSECROSS	12/9/2013	107.33	Renter	In-House Collections
152	85269	108	ORCHID	12/13/2013	210.44	Renter	In-House Collections
153	156513	498	LESLIE	12/17/2013	111.35	Renter	In-House Collections
154	123337	609	ORANGE	12/31/2013	138.85	Renter	In-House Collections

FY18 Utility Service Write-Offs							City Council Meeting 10/17/17
#	Customer ID	Location Address		Termination Date	Amt of Write-off	Notes	Collection Activity
155	128195	313	MAGNOLIA	12/31/2013	673.02	Renter	In-House Collections
156	157373	3960	OAK TRAIL RUN	1/2/2014	95.62	Renter	In-House Collections
157	68799	412	LAFAYETTE	1/6/2014	196.00	Renter	In-House Collections
158	157887	3780	CLYDE MORRIS	1/15/2014	87.43	Renter	In-House Collections
159	153491	11	SPRINGWOOD	1/20/2014	473.68	Renter	In-House Collections
160	155139	35	SPRINGWOOD	1/20/2014	126.31	Renter	In-House Collections
161	156805	112	BAREFOOT	1/20/2014	115.00	Renter	In-House Collections
162	158275	39	SPRINGWOOD	1/20/2014	55.80	Renter	In-House Collections
163	118039	284	BRANDY HILLS	1/21/2014	92.55	Renter	In-House Collections
164	152943	305	CHARLES	1/23/2014	111.11	Renter	In-House Collections
165	156581	324	BANYAN	1/27/2014	254.04	Renter	In-House Collections
166	108043	280	VAGABOND	1/28/2014	116.07	Renter	In-House Collections
167	94903	118	JACKSON	1/31/2014	108.25	Renter	In-House Collections
168	76213	5334	PEACH BLOSSOM	2/5/2014	108.80	Renter	In-House Collections
169	88565	170	LOQUAT	2/19/2014	142.30	Renter	In-House Collections
170	103913	443	LESLIE	2/25/2014	426.33	Renter	In-House Collections
171	126293	3960	WILLOW TRAIL RUN	3/4/2014	208.31	Renter	In-House Collections
172	93837	84	GREENWAY	3/5/2014	374.53	Renter	In-House Collections
173	132315	222	OAK	3/6/2014	212.86	Renter	In-House Collections
174	91889	192	ORCHARD	3/17/2014	57.35	Renter	In-House Collections
175	156211	306	OCEAN	4/1/2014	70.85	Renter	In-House Collections
176	157401	1079	YORK	4/3/2014	73.82	Renter	In-House Collections
177	50073	5630	DURANT	4/14/2014	188.15	Renter	In-House Collections
178	136007	2	CROOKED PINE	4/15/2014	96.22	Renter	In-House Collections
179	124797	108	ALOHA	4/17/2014	30.99	Renter	In-House Collections
180	150377	209	OAK	4/24/2014	116.73	Renter	In-House Collections
181	154767	1160	ASHLAND	5/1/2014	77.52	Renter	In-House Collections
182	149957	5395	RIDGEWOOD	5/2/2014	183.17	Renter	In-House Collections
183	148909	67	CEDAR	5/5/2014	58.91	Renter	In-House Collections
184	157985	5270	PINELAND	5/5/2014	430.04	Renter	In-House Collections
185	150945	604	FOREST TROLL	5/9/2014	124.57	Renter	In-House Collections
186	101231	5585	LANCEWOOD	5/23/2014	62.20	Renter	In-House Collections
187	136689	511	HERBERT	5/29/2014	974.89	Renter	Collection Agency-One Year
188	127557	54	SPRINGWOOD	5/29/2014	69.23	Renter	In-House Collections
189	153167	5210	ROGERS	6/2/2014	67.48	Renter	In-House Collections
190	159509	726	MARSHALL	6/3/2014	336.77	Renter	In-House Collections
191	81589	5969	PLANTERA	6/9/2014	72.48	Renter	In-House Collections
192	107237	2106	PURPLE MARTIN	6/9/2014	98.53	Renter	In-House Collections

FY18 Utility Service Write-Offs							City Council Meeting 10/17/17
#	Customer ID	Location Address		Termination Date	Amt of Write-off	Notes	Collection Activity
193	144895	3872	SUNSET COVE	6/10/2014	134.37	Renter	In-House Collections
194	107099	3545	RED PONTIAC	6/12/2014	28.81	Renter	In-House Collections
195	156493	3823	ESPLANADE	6/13/2014	185.32	Renter	In-House Collections
196	155941	815	ANGELINA	6/26/2014	118.81	Renter	In-House Collections
197	156785	6216	POPLAR GROVE	6/26/2014	58.35	Renter	In-House Collections
198	159873	208	ORCHARD	6/27/2014	228.90	Renter	In-House Collections
199	100955	1062	TOMPKINS	6/30/2014	149.20	Renter	In-House Collections
200	140969	485	WILTSHIRE	7/3/2014	335.51	Renter	In-House Collections
201	31813	1252	AVIENDA DEL TORO	7/18/2014	53.69	Renter	In-House Collections
202	143663	6453	NONA	7/21/2014	195.09	Renter	In-House Collections
203	159357	103	MOONSTONE	8/7/2014	109.74	Renter	In-House Collections
204	158949	5614	RIDGEWOOD	8/18/2014	99.59	Renter	In-House Collections
205	149811	3547	FOREST BRANCH	9/30/2014	109.42	Renter	In-House Collections
206	80223	4096	RIDGEWOOD	10/27/2014	975.73	Renter	In-House Collections
207	32797	1353	ARBOL GRANDE	11/4/2014	112.69	Renter	In-House Collections
208	162395	5090	ORANGE	11/6/2014	61.46	Renter	In-House Collections
209	152673	50	WOODFIELD	11/11/2014	30.34	Renter	In-House Collections
210	3569	76	PIEDMONT	11/12/2014	62.95	Renter	In-House Collections
211	160609	5395	RIDGEWOOD	12/11/2014	60.05	Renter	In-House Collections
212	160887	212	ORCHARD	12/11/2014	53.79	Renter	In-House Collections
213	132531	1762	TRIBUTORY	12/22/2014	156.91	Renter	In-House Collections
214	152191	5605	PINELAND	1/2/2015	115.52	Renter	Collection Agency-One Year
215	115843	2003	YELLOWFIN	1/9/2015	75.58	Renter	Collection Agency-One Year
216	161497	231	MANGO	1/16/2015	99.56	Renter	Collection Agency-One Year
217	149991	836	FIRST	1/23/2015	121.97	Renter	Collection Agency-One Year
218	162279	4523	NETTLE CREEK	1/26/2015	82.86	Renter	Collection Agency-One Year
219	89633	46	TIMBER	1/29/2015	92.86	Renter	Collection Agency-One Year
220	163291	5416	LANDIS	1/30/2015	137.59	Renter	Collection Agency-One Year
221	133769	1267	HARMS	2/2/2015	190.19	Renter	Collection Agency-One Year
222	112701	5632	WOOD	2/3/2015	155.38	Renter	Collection Agency-One Year
223	102601	1204	AVIENDA DEL TORO	2/5/2015	80.79	Renter	Collection Agency-One Year
224	154209	3847	SUNSET COVE	2/6/2015	180.40	Renter	Collection Agency-One Year
225	159491	945	SAND CREST	2/6/2015	114.59	Renter	Collection Agency-One Year
226	162603	3960	WILLOW TRAIL RUN	2/6/2015	247.91	Renter	Collection Agency-One Year
227	162029	128	ROYAL PALM	2/9/2015	61.52	Renter	Collection Agency-One Year
228	146539	145	ORCHID	2/13/2015	188.43	Renter	Collection Agency-One Year
229	149697	558	COMMONWEALTH	2/13/2015	73.45	Renter	Collection Agency-One Year
230	24349	742	LARADO	2/18/2015	30.68	Renter	In-House Collections

FY18 Utility Service Write-Offs							City Council Meeting 10/17/17
#	Customer ID	Location Address		Termination Date	Amt of Write-off	Notes	Collection Activity
231	163933	1762	TRIBUTORY	2/18/2015	139.29	Renter	In-House Collections
232	55889	3830	NOVA	2/24/2015	248.62	Renter	In-House Collections
233	143583	4011	NOVA	3/13/2015	196.34	Renter	In-House Collections
234	157113	5409	DUBOIS	3/17/2015	191.79	Renter	Collection Agency-One Year
235	162341	4470	TUMBLEWEED	3/30/2015	64.74	Renter	Collection Agency-One Year
236	162429	1125	SOUTHWINDS	4/29/2015	54.02	Renter	Collection Agency-One Year
237	161963	675	TUMBLEBROOK	5/1/2015	126.77	Renter	Collection Agency-One Year
238	159907	843	WILDWOOD	5/5/2015	718.78	Renter	Collection Agency-One Year
239	153351	829	ANGELINA	5/15/2015	217.24	Renter	Collection Agency-One Year
240	157457	952	ORANGE	5/19/2015	51.94	Renter	Collection Agency-One Year
241	131869	182	MOONSTONE	5/21/2015	101.57	Renter	Collection Agency-One Year
242	154031	1167	TRACY	5/21/2015	107.12	Renter	Collection Agency-One Year
243	142291	1216	MELLISA	5/28/2015	165.29	Renter	Collection Agency-One Year
244	156811	6	CROOKED PINE	5/28/2015	90.00	Renter	Collection Agency-One Year
245	161959	4670	RIDGEWOOD	5/29/2015	123.87	Renter	Collection Agency-One Year
246	162779	4612	RIDGEWOOD	5/29/2015	51.10	Renter	Collection Agency-One Year
247	114453	104	SPRINGWOOD	5/29/2015	98.37	Renter	Collection Agency-One Year
248	161595	604	FOREST TROLL	6/1/2015	101.68	Renter	Collection Agency-One Year
249	148985	3755	HUGH	6/2/2015	55.85	Renter	Collection Agency-One Year
250	152217	5661	LANCEWOOD	6/2/2015	161.34	Renter	Collection Agency-One Year
251	164689	727	HAWKS RIDGE	6/3/2015	61.42	Renter	Collection Agency-One Year
252	3575	76	ROYAL PALM	6/4/2015	94.65	Renter	Collection Agency-One Year
253	156429	161	MANGO	6/12/2015	120.36	Renter	Collection Agency-One Year
254	122061	703	CHARLES	6/19/2015	65.56	Renter	Collection Agency-One Year
255	158629	171	MOONSTONE	6/19/2015	132.34	Renter	Collection Agency-One Year
256	149301	409	MOSS	6/26/2015	128.04	Renter	Collection Agency-One Year
257	161423	959	SANDLE WOOD	6/29/2015	120.40	Renter	Collection Agency-One Year
258	156405	7	SPRINGWOOD	6/30/2015	113.11	Renter	Collection Agency-One Year
259	135099	5227	ORANGE	7/1/2015	48.25	Renter	Collection Agency-One Year
260	164681	1762	TRIBUTORY	7/3/2015	183.48	Renter	Collection Agency-One Year
261	154071	5116	TAYLOR	7/8/2015	110.12	Renter	Collection Agency-One Year
262	156183	158	PIEDMONT	7/9/2015	82.75	Renter	Collection Agency-One Year
263	165209	130	STONE GATE	7/10/2015	71.66	Renter	Collection Agency-One Year
264	159569	106	SPRINGWOOD	7/27/2015	143.90	Renter	Collection Agency-One Year
265	81295	706	PINE FOREST	7/29/2015	121.50	Renter	Collection Agency-One Year
266	164329	5062	RIDGEWOOD	7/31/2015	91.11	Renter	Collection Agency-One Year
267	81961	5313	PEACH BLOSSOM	8/7/2015	62.74	Renter	Collection Agency-One Year
268	8571	183	BECKY	8/11/2015	179.44	Renter	Collection Agency-One Year
269	164713	3960	OAK TRAIL RUN	8/13/2015	78.83	Renter	Collection Agency-One Year

FY18 Utility Service Write-Offs							City Council Meeting 10/17/17
#	Customer ID	Location Address		Termination Date	Amt of Write-off	Notes	Collection Activity
270	90413	5640	FINLEY	8/14/2015	100.16	Renter	Collection Agency-One Year
271	128689	105	PALM CASTLE	8/14/2015	146.63	Renter	Collection Agency-One Year
272	154511	1223	SPARTON	8/14/2015	363.10	Renter	Collection Agency-One Year
273	151185	184	LOQUAT	8/14/2015	79.31	Renter	Collection Agency-One Year
274	154929	3784	GROVE VIEW	8/20/2015	119.55	Renter	Collection Agency-One Year
275	104637	3780	CLYDE MORRIS	8/21/2015	80.29	Renter	Collection Agency-One Year
276	151663	929	ORANGE	8/25/2015	84.83	Renter	Collection Agency-One Year
277	166107	5337	LANDIS	8/25/2015	215.72	Renter	Collection Agency-One Year
278	165139	5409	DUBOIS	8/28/2015	295.53	Renter	Collection Agency-One Year
279	126881	726	MARSHALL	9/4/2015	132.47	Renter	Collection Agency-One Year
280	11131	266	PALM CASTLE	9/11/2015	308.86	Renter	Collection Agency-One Year
281	93199	829	ANGELINA	9/11/2015	262.43	Renter	Collection Agency-One Year
282	163473	6501	BAYWOOD	9/14/2015	61.48	Renter	Collection Agency-One Year
283	136613	68	CEDAR	9/15/2015	154.76	Renter	Collection Agency-One Year
284	135991	24	GOLDEN GATE	9/18/2015	331.38	Renter	Collection Agency-One Year
285	160635	1363	DEXTER	9/18/2015	329.86	Renter	Collection Agency-One Year
286	159503	920	ASHMEADE	9/23/2015	172.60	Renter	Collection Agency-One Year
287	155177	3546	FOREST BRANCH	9/25/2015	157.80	Renter	Collection Agency-One Year
288	162025	5406	CANNA	9/28/2015	96.91	Renter	Collection Agency-One Year
289	144567	1006	THIRD	9/30/2015	72.63	Renter	Collection Agency-One Year
290	152815	3547	FOREST BRANCH	9/30/2015	95.60	Renter	Collection Agency-One Year
291	161705	520	LAFAYETTE	9/30/2015	58.78	Renter	Collection Agency-One Year
292	158103	29	ELDA	10/6/2015	249.79	Renter	Collection Agency-One Year
293	138691	436	LESLIE	10/7/2015	152.97	Renter	Collection Agency-One Year
294	165017	5215	ROGERS	10/7/2015	72.06	Renter	Collection Agency-One Year
295	152673	6417	WHIT	10/9/2015	4.13	Renter	In-House Collections
296	162963	240	ORCHARD	10/14/2015	127.99	Renter	Collection Agency-One Year
297	126401	713	DOVE	10/21/2015	35.56	Renter	In-House Collections
298	120007	106	GREGORY	10/26/2015	51.14	Renter	Collection Agency-One Year
299	160053	273	DEVON	10/29/2015	59.97	Renter	Collection Agency-One Year
300	164547	499	LESLIE	10/29/2015	812.24	Renter	Collection Agency-One Year
301	102965	216	ORCHARD	11/2/2015	102.96	Renter	Collection Agency-One Year
302	160217	164	SWEETGUM	11/2/2015	91.54	Renter	Collection Agency-One Year
303	162837	6435	CYPRESS SPRINGS	11/2/2015	157.72	Renter	Collection Agency-One Year
304	161673	3960	OAK TRAIL RUN	11/3/2015	63.90	Renter	Collection Agency-One Year
305	167505	1762	TRIBUTORY	11/6/2015	170.74	Renter	Collection Agency-One Year
306	162567	314	JEFFERSON	11/9/2015	79.21	Renter	Collection Agency-One Year
307	166045	134	COCONUT	11/10/2015	197.74	Renter	Collection Agency-One Year

FY18 Utility Service Write-Offs							City Council Meeting 10/17/17
#	Customer ID	Location Address		Termination Date	Amt of Write-off	Notes	Collection Activity
308	164873	1977	YELLOWFIN	11/19/2015	51.41	Renter	Collection Agency-One Year
309	156921	3552	FOREST BRANCH	11/30/2015	150.71	Renter	Collection Agency-One Year
310	109513	127	COCONUT	12/1/2015	90.99	Renter	Collection Agency-One Year
311	158145	3554	FOREST BRANCH	12/1/2015	135.44	Renter	Collection Agency-One Year
312	163605	30	BAYSHORE	12/2/2015	378.84	Renter	Collection Agency-One Year
313	51585	3938	SUNSET COVE	12/7/2015	215.85	Renter	Collection Agency-One Year
314	150631	5806	SPRUCE CREEK	12/9/2015	147.31	Renter	Collection Agency-One Year
315	148121	344	BANYAN	12/10/2015	56.78	Renter	Collection Agency-One Year
316	70149	39	TROPIC	12/10/2015	411.63	Renter	Collection Agency-One Year
317	164813	360	KUMQUAT	12/10/2015	430.06	Renter	Collection Agency-One Year
318	157933	10	LAWRENCE	12/14/2015	266.53	Renter	Collection Agency-One Year
319	165577	366	BENT OAK	12/14/2015	85.22	Renter	Collection Agency-One Year
320	161739	1351	DEXTER	12/15/2015	283.95	Renter	Collection Agency-One Year
321	167735	80	SPRINGWOOD	12/15/2015	95.70	Renter	Collection Agency-One Year
322	102763	115	BRANDY HILLS	12/18/2015	164.44	Renter	Collection Agency-One Year
323	127291	1122	VIKING	12/21/2015	36.93	Renter	Collection Agency-One Year
324	155773	236	ORCHARD	12/30/2015	142.18	Renter	Collection Agency-One Year
325	167377	1450	MADELINE	1/19/2016	87.25	Renter	Collection Agency-One Year
326	154069	1390	HARDEN	1/20/2016	65.95	Renter	Collection Agency-One Year
327	153549	5862	HENSEL	2/18/2016	21.60	Renter	In-house Collections
328	165249	5324	RIDGEWOOD	3/1/2016	57.90	Renter	Collection Agency-One Year
329	168733	4859	ORANGE	3/1/2016	70.61	Renter	Collection Agency-One Year
330	163667	5537	WILLIAMSON	3/3/2016	60.06	Renter	Collection Agency-One Year
331	124869	6769	CALISTOGA	3/14/2016	472.70	Renter	Collection Agency-One Year
332	152685	5348	CHRISTIANCY	4/1/2016	105.19	Renter	Collection Agency-One Year
333	164611	801	CHARLES	4/27/2016	91.77	Renter	Collection Agency-One Year
334	82327	5259	ORANGE	4/28/2016	100.33	Renter	Collection Agency-One Year
335	150227	131	NORMAN	5/23/2016	18.18	Renter	In-house Collections
336	147139	5148	PINELAND	5/25/2016	6.33	Renter	In-house Collections
337	160377	726	CINDY	5/26/2016	50.43	Renter	Collection Agency-One Year
338	165749	187	BURGOYNE	5/27/2016	54.92	Renter	Collection Agency-One Year
339	140207	5002	RIDGEWOOD	5/28/2016	81.73	Renter	Collection Agency-One Year
340	161359	201	COMMONWEALTH	5/28/2016	250.70	Renter	Collection Agency-One Year
341	165413	5823	SOUTHPORT	6/1/2016	84.13	Renter	Collection Agency-One Year
342	160345	980	CANALVIEW	6/1/2016	6.69	Renter	In-house Collections
343	165407	5831	SPRUCE CREEK	6/2/2016	15.85	Renter	Collection Agency-One Year
344	148835	700	BRANCH	6/2/2016	73.35	Renter	In-house Collections
345	121245	5313	PLANTATION HOME	6/3/2016	90.20	Renter	Collection Agency-One Year

FY18 Utility Service Write-Offs							City Council Meeting 10/17/17
#	Customer ID	Location Address		Termination Date	Amt of Write-off	Notes	Collection Activity
346	169027	81	SPRINGWOOD	6/3/2016	18.29	Renter	In-house Collections
347	168871	3960	OAK TRAIL RUN	6/6/2016	9.84	Renter	In-house Collections
348	4015	89	CROWELL	6/8/2016	59.05	Renter	Collection Agency-One Year
349	157861	649	BOARS HEAD	6/8/2016	126.33	Renter	Collection Agency-One Year
350	159959	210	BRIGHTON	6/8/2016	192.91	Renter	Collection Agency-One Year
351	168663	429	LESLIE	6/13/2016	7.31	Renter	In-house Collections
352	133453	601	ORANGE	6/14/2016	99.12	Renter	Collection Agency-One Year
353	165879	5324	RIDGEWOOD	6/14/2016	36.00	Renter	In-house Collections
354	167529	3747	GATEWOOD	6/16/2016	7.18	Renter	In-house Collections
355	168721	674	BRANCH	6/16/2016	29.92	Renter	In-house Collections
356	96271	62	ANDREWS	6/17/2016	22.78	Renter	In-house Collections
357	17943	706	SHELDON	6/22/2016	11.96	Renter	In-house Collections
358	152501	3960	OAK TRAIL RUN	6/24/2016	18.25	Renter	In-house Collections
359	67429	5932	KENDREW	7/5/2016	60.47	Renter	Collection Agency-One Year
360	166301	3333	RIDGEWOOD	7/5/2016	86.68	Renter	Collection Agency-One Year
361	154803	179	MOONSTONE	7/6/2016	59.08	Renter	Collection Agency-One Year
362	168531	3559	FOREST BRANCH	7/7/2016	107.21	Renter	Collection Agency-One Year
363	156669	423	NEEDLES	7/11/2016	109.38	Renter	Collection Agency-One Year
364	161401	805	LOUISVILLE	7/11/2016	11.64	Renter	In-house Collections
365	2803	56	WALTON	7/14/2016	225.92	Renter	Collection Agency-One Year
366	32851	1357	CALLE DEL SOL	7/14/2016	1,284.56	Renter	Collection Agency-One Year
367	110925	1408	TOMPKINS	7/14/2016	86.51	Renter	Collection Agency-One Year
368	140773	3780	CLYDE MORRIS	7/14/2016	58.64	Renter	Collection Agency-One Year
369	163955	1286	HARMS	7/14/2016	278.61	Renter	Collection Agency-One Year
370	154587	290	FARMBROOK	7/15/2016	37.20	Renter	In-house Collections
371	167407	1815	FOREST PRESERVE	7/15/2016	36.92	Renter	In-house Collections
372	108545	923	CHICKADEE	7/19/2016	50.87	Renter	Collection Agency-One Year
373	43069	710	VENTERS	7/20/2016	13.92	Renter	In-house Collections
374	147949	817	ACORN	7/22/2016	6.26	Renter	In-house Collections
375	165871	6035	BAKERS END	7/22/2016	19.55	Renter	In-house Collections
376	114561	1126	MARGATE	7/25/2016	178.36	Renter	Collection Agency-One Year
377	163039	3821	SUNSET COVE	7/26/2016	288.82	Renter	Collection Agency-One Year
378	167985	5113	TAYLOR	7/26/2016	75.20	Renter	Collection Agency-One Year
379	151399	3755	JACKSON	7/27/2016	151.36	Renter	Collection Agency-One Year
380	168257	5606	RIDGEWOOD	7/28/2016	100.24	Renter	Collection Agency-One Year
381	165463	5476	ISABELLE	7/28/2016	34.81	Renter	In-house Collections
382							
383		Total Utility Service Account Write-off-Renters:			\$ 56,780.95		

Proposed Miscellaneous Receivable Write-off pursuant Florida Statute of Limitations 95.11 & Settlement Agreement & Release dated 08/22/2017

Line #	Type	Address	Account Number	Name	Lien Date	Lien Amount	Penalties as of 09/30/2017	Sales Tax	Less Payments to Date	Total Balance Proposed for Write Off	Reason for Write Off
1	LOT MOWING BOOK 6696 PAGE 19	118 CARLTON	2509	JUAN AND MARY GALARZA (old owner) Kimberly McNew (new owner)	3/27/2012	\$ 403.09	\$ 307.31			\$ 710.40	Over 5 years old - exceeds Florida Statute of Limitations. Release of lien on 7/6/17.
2	MISCELLANEOUS RECEIVABLES	PRIOR GOLF COURSE RESTAURANT CONTRACT (6231 Palm Vista Street)	2845	CYPRESS GREENS, LLC (PRIOR MANAGEMENT FOR GOLF COURSE RESTAURANT)		\$ 4,531.50	\$ 72.64	\$ 294.54		\$ 4,898.68	Write off pursuant to Settlement Agreement & Release dated 08/22/2017 which releases Cypress Greens, LLC of any outstanding debt
	TOTAL MISC. RECEIVABLE WRITE-OFF:									\$ 5,609.08	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: No

SUBJECT: (C13) Cameron McClelland - Waiver of Rental Fees for Coraci fields

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Deny waiver of fees.

SUMMARY: Cameron McClendon from Spruce Creek High School would like to request a partial waiver for two softball tournaments held at Coraci Park. They are asking for the concession and temporary fence fees to be waived totaling \$700.00. They will pay the remaining balance of \$2,430.

Due to recent budget constraints and the need to deduct an additional \$222,272 in additional line item costs not yet determined, the city is not in a position to waive any fees for service delivery this year. This is one of the decreased level of service items that will no longer be available to the community at the current tax rate. This is a decrease in revenue that is unplanned and unbudgeted.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Request Letter	SCHSsoftballcouncilletter.doc
2.	Spring Invoice	INVOICE SCS Spring Tournament Mar. 23-24, 2018.pdf
3.	Invoice Fall	INVOICE SCS Fall Rental Feb. 10, 2018.pdf

Robin Fenwick
Susan Lovallo
Jake Johansson
Robin Fenwick

Created/Initiated - 09/20/2017
Approved - 09/26/2017
Approved - 09/28/2017
Final Approval - 09/28/2017

SPRUCE CREEK HIGH SCHOOL



September 18th, 2017

Mayor Burnette & City Council,

My name is Cameron McClelland and I currently teach and coach at Spruce Creek HS. As head coach of the high school softball program I was absolutely thrilled when Port Orange constructed the Coraci Fields; however, I feel as though the rates to use those fields are too much for a self-sufficient, local program such as ours. The biggest burden is the \$50 fence fee that equates to \$200 per event along with the \$100 concession usage fee. If those fees were waived that would yield a \$1000 savings for our softball program. That is a huge saving for our program since we do not receive any help from other sources within Volusia County or school athletic department. The entry fees that we charge teams are in line with other tournaments hosted around the state and right now those fees just barely cover the costs of the fields. In order generate revenue we have to do a bang-up job on concessions. I am not looking to short change any staff or maintenance fees, but rather I am asking for the council to consider waiving unnecessary fees to help a local, public school softball program.

Fees requested to be waived:

- Fence set up fee
- Concession fee

Thanks for your consideration,

Cameron McClelland
Head Softball Coach

801 Taylor Road
Port Orange, FL 32127
(386) 322-6272 or (386) 756-7200
Fax: (386) 756-7270
<http://www.sprucecreekhigh.com>



**City of Port Orange Parks &
Recreation Department**

4655 City Center Circle

Phone: (386) 506-5851

Fax: (386) 756-5351

parks.port-orange.org

Facility Rental Invoice

Invoice #: 5174
Invoice Date: 09/06/2017
Payment Due: 03/22/2018
Permit #: 17-00279
Use Type: Sport Tournament
Description: Spruce Creek Softball Tournament

Page 1 of 1

Customer

**Spruce Creek High School
School Board of Volusia County
801 Taylor Road
Port Orange, FL 32127**

Location: Coraci Sport Complex - Coraci Tournament **Hours:** 20.50

Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
03/23/2018	Fri	11:00 AM-9:30 PM	Tournament Non-Profit Flat Rate	1.00	Each	\$100.00	\$100.00	\$0.00
03/23/2018	Fri	11:00 AM-9:30 PM	Tournament Lights Flat Rate	4.00	Each	\$35.00	\$140.00	\$0.00
03/23/2018	Fri	11:00 AM-9:30 PM	Tournament Field Prep Flat Rate	4.00	Each	\$35.00	\$140.00	\$0.00
03/23/2018	Fri	11:00 AM-9:30 PM	Temporary Fence Flat Rate	4.00	Each	\$50.00	\$200.00	\$0.00
03/23/2018	Fri	11:00 AM-9:30 PM	Athletic Concession Stand Flat Rate	1.00	Each	\$100.00	\$100.00	\$0.00
03/23/2018	Fri	11:00 AM-9:30 PM	Parks Crew Staff Flat Rate	20.00	Each	\$25.00	\$500.00	\$0.00
03/23/2018	Fri	11:00 AM-9:30 PM	Additional Tournament Field - NP Flat Rate	3.00	Each	\$100.00	\$300.00	\$0.00
03/24/2018	Sat	7:30 AM-5:30 PM	Tournament Non-Profit Flat Rate	1.00	Each	\$100.00	\$100.00	\$0.00
03/24/2018	Sat	7:30 AM-5:30 PM	Athletic Concession Stand Flat Rate	1.00	Each	\$100.00	\$100.00	\$0.00
03/24/2018	Sat	7:30 AM-5:30 PM	Parks Crew Staff Flat Rate	12.00	Each	\$25.00	\$300.00	\$0.00
03/24/2018	Sat	7:30 AM-5:30 PM	Additional Tournament Field - NP Flat Rate	3.00	Each	\$100.00	\$300.00	\$0.00

Thank you.
Please make checks out to The City of Port Orange.

Total Hours	20.50
Total Fees	\$2,280.00
Total Tax	\$0.00
Invoice Total	\$2,280.00
Amount Paid	\$0.00
Balance Due	\$2,280.00



**City of Port Orange Parks &
Recreation Department**

4655 City Center Circle

Phone: (386) 506-5851

Fax: (386) 756-5351

parks.port-orange.org

Facility Rental Invoice

Invoice #: 5173
Invoice Date: 09/06/2017
Payment Due: 02/09/2018
Permit #: 17-00278
Use Type: scrimmage game
Description: Creek Softball Game

Page 1 of 1

Customer

**Spruce Creek High School
School Board of Volusia County
801 Taylor Road
Port Orange, FL 32127**

Location: Coraci Sport Complex - Coraci Field 1 Hours: 6.00

Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
02/10/2018	Sat	7:30 AM-1:30 PM	Athletic Field - NP Hourly	6.00	Hours	\$15.00	\$90.00	\$0.00
02/10/2018	Sat	7:30 AM-1:30 PM	Parks Crew Staff Flat Rate	6.00	Each	\$25.00	\$150.00	\$0.00
02/10/2018	Sat	7:30 AM-1:30 PM	Temporary Fence Flat Rate	1.00	Each	\$50.00	\$50.00	\$0.00
02/10/2018	Sat	7:30 AM-1:30 PM	Field Prep Flat Rate	1.00	Each	\$10.00	\$10.00	\$0.00
02/10/2018	Sat	7:30 AM-1:30 PM	Athletic Concession Stand Flat Rate	1.00	Each	\$100.00	\$100.00	\$0.00

Location: Coraci Sport Complex - Coraci Field 2 Hours: 6.00

Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
02/10/2018	Sat	7:30 AM-1:30 PM	Athletic Field - NP Hourly	6.00	Hours	\$15.00	\$90.00	\$0.00
02/10/2018	Sat	7:30 AM-1:30 PM	Temporary Fence Flat Rate	1.00	Each	\$50.00	\$50.00	\$0.00
02/10/2018	Sat	7:30 AM-1:30 PM	Field Prep Flat Rate	1.00	Each	\$10.00	\$10.00	\$0.00

Location: Coraci Sport Complex - Coraci Field 3 Hours: 6.00

Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
02/10/2018	Sat	7:30 AM-1:30 PM	Athletic Field - NP Hourly	6.00	Hours	\$15.00	\$90.00	\$0.00
02/10/2018	Sat	7:30 AM-1:30 PM	Temporary Fence Flat Rate	1.00	Each	\$50.00	\$50.00	\$0.00
02/10/2018	Sat	7:30 AM-1:30 PM	Field Prep Flat Rate	1.00	Each	\$10.00	\$10.00	\$0.00

Location: Coraci Sport Complex - Coraci Field 4 Hours: 6.00

Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
02/10/2018	Sat	7:30 AM-1:30 PM	Athletic Field - NP Hourly	6.00	Hours	\$15.00	\$90.00	\$0.00
02/10/2018	Sat	7:30 AM-1:30 PM	Temporary Fence Flat Rate	1.00	Each	\$50.00	\$50.00	\$0.00
02/10/2018	Sat	7:30 AM-1:30 PM	Field Prep Flat Rate	1.00	Each	\$10.00	\$10.00	\$0.00

Thank you.
Please make checks out to The City of Port Orange.

Total Hours	24.00
Total Fees	\$850.00
Total Tax	\$0.00
Invoice Total	\$850.00
Amount Paid	\$0.00
Balance Due	\$850.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: No

SUBJECT: (H17) First Reading - Ordinance No. 2017-30 – Rezoning/3518 Nova Road, Case No. 17-60000002

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-30, to rezone ±1-acre from Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC).

SUMMARY: Planning Commission Action (9/28/17): Recommended Approval

The proposed rezoning would change the subject property from Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC) for a ±1-acre property located at 3518 Nova Road.

The ±1-acre property is currently zoned Moderate Density Multifamily Residential (R-3M) and is developed with a furniture retail store (Littlefield Furniture and Bedding). A building permit was issued in 1972 for the construction of the commercial building and a building permit was issued in 1998 for an addition to the existing commercial building. According to the Volusia County Property Appraisers website, the subject property is designated as a commercial property. However, a commercial retail store is not a permitted use in the “R-3M” zoning district.

In July 2017, Staff met with the property owner of Littlefield Furniture and Bedding, regarding the current zoning of their commercial property. When preparing to sell the property, the property owner discovered that the property that has been used as a commercial business since the early-1970’s, is zoned Moderate Density Multifamily Residential (R-3M). According to the past Future Land Use maps available, the Future Land Use designation of the property is Commercial and has been since at least 1985. Staff reviewed past zoning maps and this commercial property appears to have been inadvertently rezoned to R-3M in the mid-1980’s when the zoning map was updated.

Staff has prepared the subject administrative rezoning application to correct this longstanding inconsistency, so that the subject property will have a zoning consistent with the Comprehensive Plan Future Land Use designation and its long-term use as a retail store since the early 1970’s. The staff report is attached for more information.

ATTACHMENTS:

1.	Ord. No. 2017-30	Ord. No. 2017-30.pdf
2.	Staff Report	3518 Nova_administrative rezoning_CC staff report.pdf

Penelope Cruz	Created/Initiated - 09/28/2017
Tim Burman	Approved - 09/28/2017
Shannon Balmer	Approved - 10/04/2017
Margaret Roberts	Approved - 10/04/2017
Jake Johansson	Approved - 10/04/2017
Robin Fenwick	Final Approval - 10/05/2017

AGENCY ACTION: New**CONTINUATION DATE: 3 - Quality of Life****Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No****

ORDINANCE NO. 2017-30

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING ±1 ACRE
LOCATED AT 3518 NOVA ROAD FROM MODERATE
DENSITY MULTIFAMILY RESIDENTIAL (R-3M) TO
COMMUNITY COMMERCIAL (CC); AUTHORIZING
REVISION OF THE OFFICIAL ZONING ATLAS; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of ±1 acre property located at 3518 Nova Road from Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC).

Section 2. The property rezoned consists of ±1 acre property located at 3518 Nova Road more particularly described on **Exhibit "1"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned as shown on **Exhibit "2"**, attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

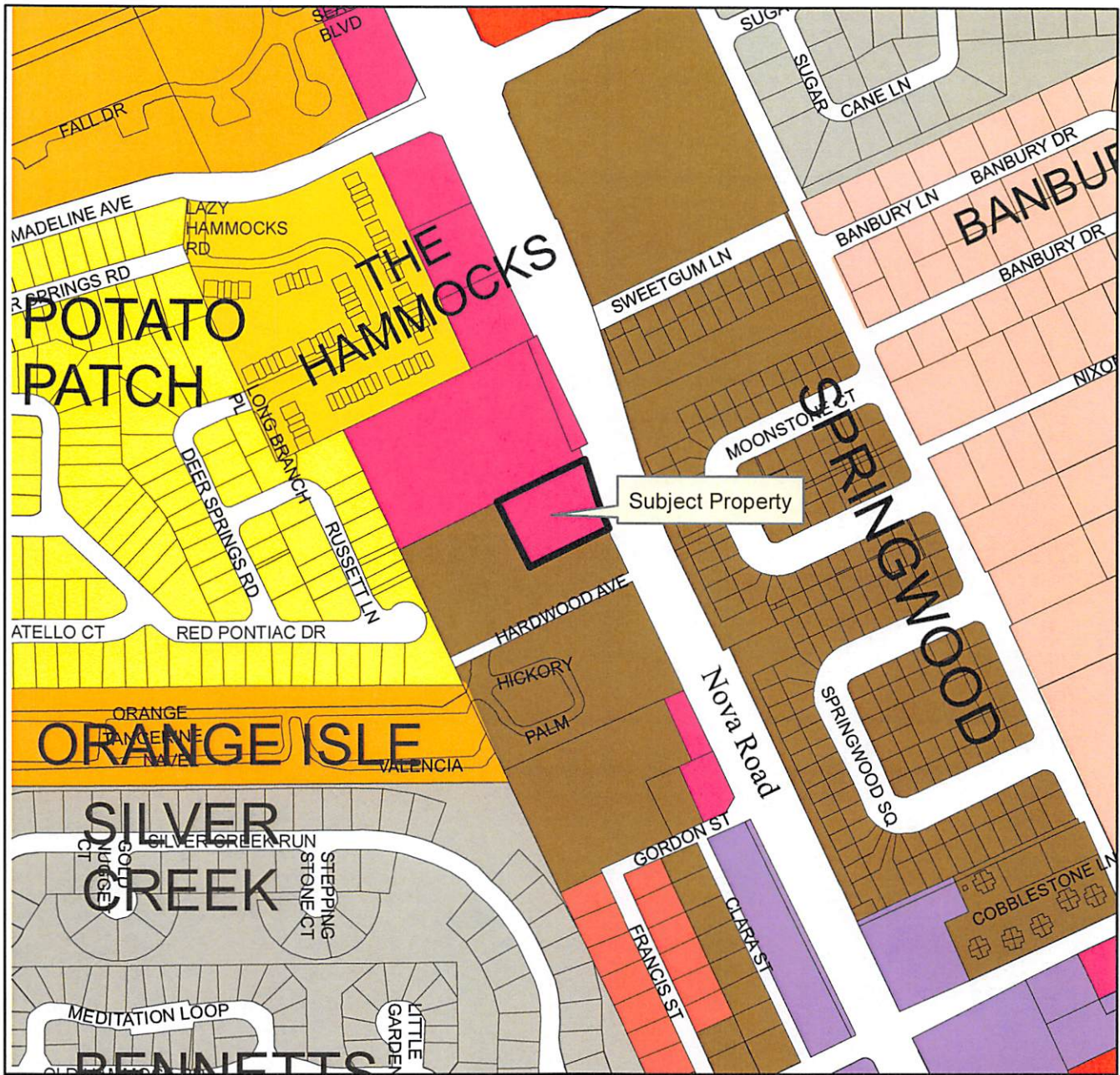
Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

The Northerly 215.0 feet of the Southerly 1/2 of Lot 4, Block 16, Dunlawton Subdivision, as recorded in Deed Book "M", Page 187, Public Records of Volusia County, Florida, less and except that part lying in Nova Road and less and except the following described property:

That part of Lot 4, Block 16, Dunlawton Subdivision as recorded in Deed Book "M", Page 187, Public Records of Volusia County, Florida, more particularly described as follows: beginning at a point on the Westerly right-of-way line of Nova Road as now laid out, said point being 100 feet Northerly and 50 feet Westerly of the Southeast corner of Lot 4 of said subdivision; thence Westerly and parallel with the southerly line of said lot 4, a distance of 594.3 feet to the Westerly line of said lot 4; thence Northerly along said Westerly line a distance of 215.0 feet; thence Easterly and parallel with the Southerly line of said lot 4 a distance of 297.3 feet; thence Southerly a distance of 183.0 feet; thence Easterly and parallel with the Southerly line of said Lot 4, a distance of 292.22 feet to the Westerly right-of-way line of Nova Road, thence Southerly along said right-of-way line a distance of 32.0 feet to the point of beginning.

Tax Parcel Identification Number: 6773-01-16-0041.



Zoning Classifications

	R-10SF Single Family Residential		RMH Residential Mobile Home
	R-8SF Single Family Residential		PUD Planned Unit Development
	R-2D Two Family Residential		PCD Planned Commercial Development
	R-3L Multi-Family Residential		CC Community Commercial
	R-3M Multi-Family Residential		HC Highway Commercial



Zoning Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

REZONING/3518 Nova Road

CASE NO. 17-60000002

REQUEST:	Rezone ± 1 -acre from Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC)
OWNER:	George & Jean Littlefield
APPLICANT:	City of Port Orange
LOCATION:	3518 Nova Road
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
PLANNING COMMISSION:	Recommended Approval
CITY COUNCIL DATE:	October 17, 2017

OVERVIEW

The proposed rezoning would change the subject property from Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC) for a ± 1 -acre property located at 3518 Nova Road.

Figure 1. Location Map



DISCUSSION

The +/- 1-acre property has a Commercial Future Land Use designation, is currently zoned Moderate Density Multifamily Residential (R-3M), and is developed with a furniture retail store (Littlefield Furniture and Bedding). A building permit was issued in

1972 for the construction of the commercial building and a building permit was issued in 1998 for an addition to the existing commercial building. According to the Volusia County Property Appraisers website, the subject property is designated as a commercial property. However, a commercial retail store is not a permitted use in the “R-3M” zoning district.

In July 2017, Staff met with the property owner of Littlefield Furniture and Bedding, regarding the current zoning of their commercial property. When preparing to sell the property, the property owner discovered that the property that has been used as a commercial business since the early-1970’s, is zoned Moderate Density Multifamily Residential (R-3M). According to the past Future Land Use maps available, the Future Land Use designation of the property is Commercial and has been since at least 1985. Staff reviewed past zoning maps and this commercial property appears to have been inadvertently rezoned to R-3M in the mid-1980’s when the zoning map was updated.

Staff has prepared the subject administrative rezoning application to correct this longstanding inconsistency, so that the subject property will have a zoning consistent with the Comprehensive Plan Future Land Use designation and its long-term use as a retail store since the early 1970’s.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 5 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

COMPATIBILITY WITH SURROUNDING USES AND ZONING

The Community Commercial (CC) zoning district is intended to provide typical community scale commercial uses commonly found at shopping centers and outparcels of this type such as retail stores (pharmacies, grocery stores, furniture stores, department stores, specialty stores, etc.), restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, child care centers, convenience store/gas station, banks, and similar uses.

The property is currently developed with a ±7,686 sq.ft. retail store. Located to the north of the subject property is the Shoppes at Tuscan Village. To the south and west is the Orange Isle Campground. Located to the east, across Nova Road, is the Springwood Square subdivision. The table below summarizes the land use and zoning of the adjacent properties and the Future Land Use and zoning maps are attached (Exhibit A and B).

Table 1. Surrounding Land Use & Zoning

Direction	Existing Land Use	Zoning District
North	Shoppes at Tuscan Village	Community Commercial
South	Orange Isle Campground	R-3M Multi-Family Residential
East	Nova Road, Springwood Square Subdivision	FDOT Right-of-Way R-3M Multi-Family Residential
West	Orange Isle Campground	R-3M Multi-Family Residential

CONSISTENCY WITH COMPREHENSIVE PLAN

The proposed Community Commercial (CC) zoning district is consistent with the Commercial Future Land Use designation. The Commercial designation is generally

characterized by uses that provide for the retail sale of items and services to the general public. Based on compatibility with adjacent zoning districts and availability of infrastructure, staff believes that the existing use (retail store) and requested zoning are appropriate at this location and consistent with existing land use designation.

RECOMMENDATION

Staff recommends approval of the request to rezone ±1-acre located at 3518 Nova Road from Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC).

ATTACHMENTS

1. Exhibit A - Current and Proposed Zoning Map
2. Exhibit B - Future Land Use Map

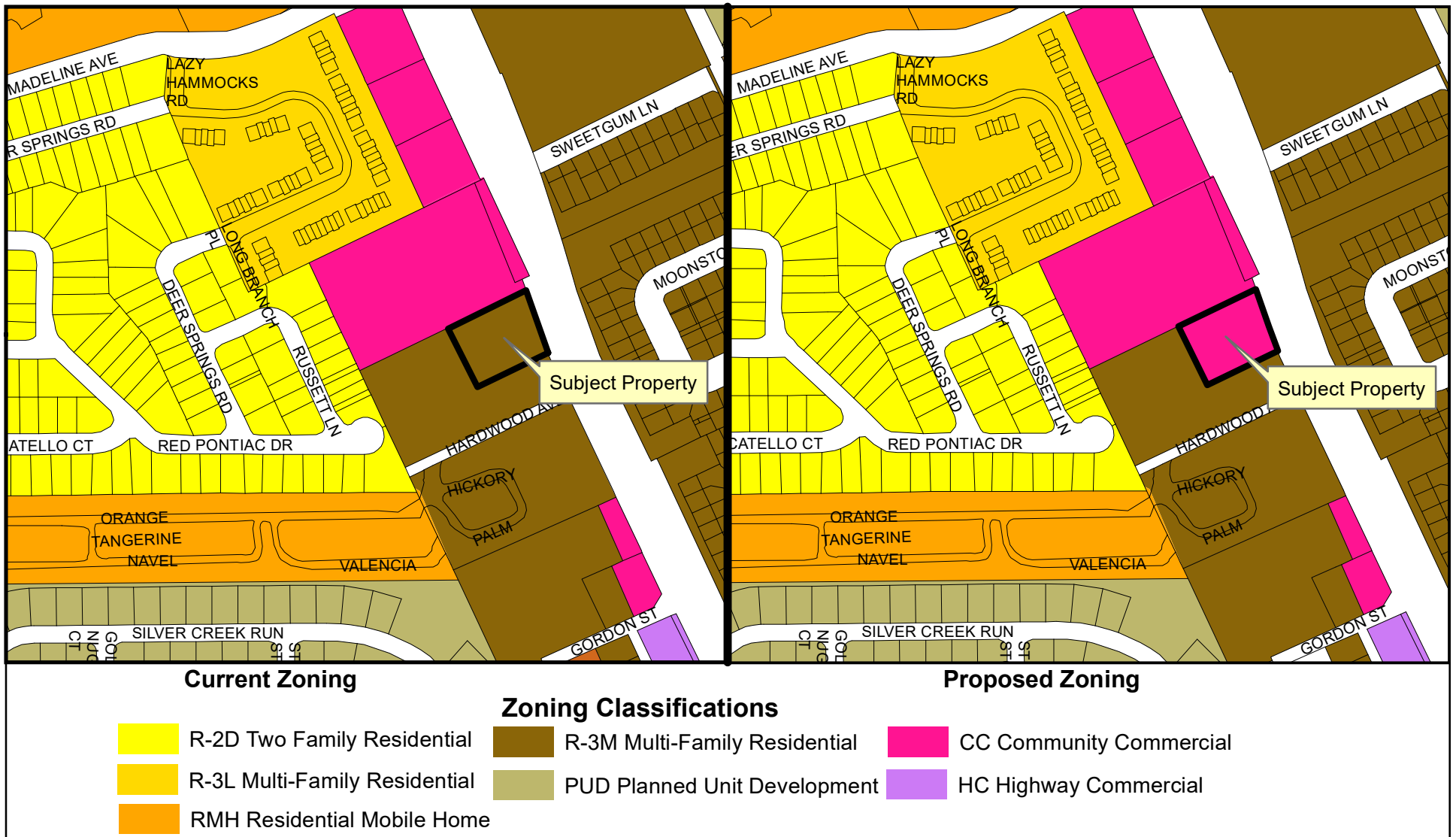
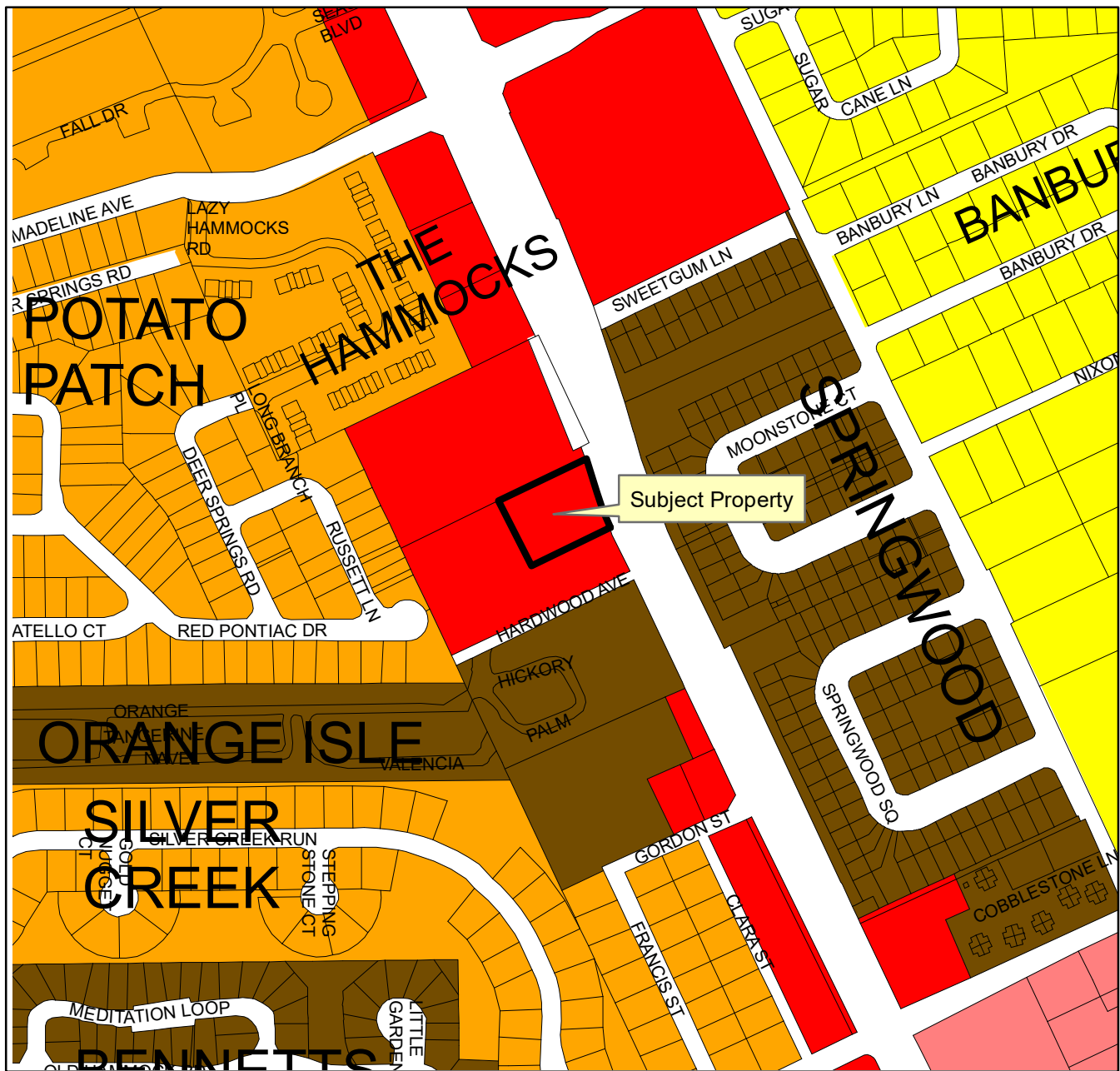


Exhibit A - Current and Proposed Zoning

DEPARTMENT OF COMMUNITY DEVELOPMENT





Future Land Use Designations

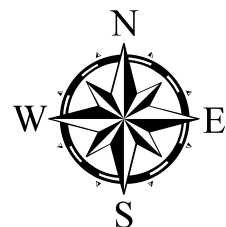
	Suburban Residential (2-4 Units/Acre)		Office/Residential Transition
	Urban Medium Density Residential (4-8 Units/Acre)		Commercial
	Urban High Density Residential (8-16 Units/Acre)		



Exhibit B - Future Land Use

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: No

SUBJECT: (I18) Ratification of Emergency Generator rental with Ring Power Corporation and Electrical Services with Economy Electric

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Motion to approve the ratification of an emergency purchase order to Ring Power Corporation for a two-month rental of an emergency backup generator for the Water Reclamation Facility in the amount of \$40,000 and an emergency request to Economy Electric for hookup in the amount of \$5,000.00, for a total ratification request in the amount of \$45,000.

SUMMARY: On September 28, 2017, the Public Utilities Administration was advised that one of the two backup emergency generators at the Water Reclamation Facility was not working.

Without this backup emergency generator and the facility should experience a power outage, the East side of the facility would not have any power and the process control of sewage would not have been able to be handled.

The Water Reclamation Facility was able to obtain two quotes for rental:

(a) Ring Power - \$16,734.79 month

This includes delivery and pickup, cables, disposal fee, runtime allotment of 176 hours per month (40 hours per week)

(b) Stewart & Stevenson

Option A Standby only \$17,676.48 month

Stand by only includes delivery and pick up, cables and runtime allotment of only 4 hours per month

Option B Single Use \$22,822.48 per month

Includes delivery and pick up, cables and runtime allotment of 176 hours per month.

After analyzing both quotes, staff choose Ring Power.

The Public Utilities Department also requested a blanket purchase order to Economy Electric to provide wiring / hookup for the generator upon arrival. This vendor is currently under contract with the City for various electrical services (Contract CA5598).

Purchase Order No 072795 was issued to Ring Power in the amount of \$40,000 for a two-month Rental and Purchase Order No 072794 was issued to Economy Electric (contract CA5598) in the amount of \$5,000.00.

The generator and hookup were both completed on 9/29/17. The Water Reclamation Facility is currently seeking quotes on diagnosis and repairs.

The Public Utilities Director, City Manager, Finance Director, and the Purchasing Manager were notified of this request and per instructions under the City's Purchasing Ordinance, Section 2-271, emergency purchases over \$25,000 require ratification by Council at the first available meeting.

Project No.: SSP002 (FY17 CIP) Funding Account No.: 403 0400 535 6397

ATTACHMENTS:

1.	Department Justification Memo	Public Utilities Department - Emergency Generator Rental.pdf
2.	Quote - Ringpower	Quote - Ringpower.pdf
3.	Quote - Stewart & Stevenson	Quote - Stewart & Stevenson.pdf
4.	Purchase Order to Ringpower	PO to Ringpower.pdf
5.	Purchase Order to Economy Elec	PO to Economy Elec.pdf

Robin Fenwick	Created/Initiated - 10/02/2017
Julia Wiggins	Approved - 10/03/2017
Rick Wilson	Approved - 10/03/2017
Lynn Stevens	Approved - 10/04/2017
Tracey Riehm	Approved - 10/05/2017
Jake Johansson	Approved - 10/06/2017
Robin Fenwick	Final Approval - 10/09/2017



City of Port Orange Public Utilities Department

TO: M.H. Johansson, City Manager
Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Utilities Director
THRU: Julia Wiggins, Public Utilities Budget Analyst

FROM: Steve Parnell, Water Reclamation Facility Manager

DATE: September 28, 2017

SUBJECT: Ratification Request for Ring Power Emergency Rental

REQUEST:

The Public Utilities Department is requesting ratification of an emergency purchase order to Ring Power Corporation for a two-month rental of an emergency backup generator for the Water Reclamation Facility in the amount of \$40,000 and an emergency request to Economy Electric for hookup in the amount of \$5,000.00. Total ratification request \$45,000.

PURPOSE:

The purpose of this request is to the Water Reclamation Facility protection from any unforeseen power outage to the plant.

CONSIDERATION:

On September 28, 2017, the Public Utilities Administration was advised that one of the two backup emergency generators at the Water Reclamation Facility was not working.

Without this backup emergency generator and the facility should experience a power outage, the East side of the facility would not have any power and the process control of sewage would not have been able to be handled.

The Water Reclamation Facility was able to obtain two quotes for rental:

- a.) Ring Power - \$16,734.79 month
This includes delivery and pickup, cables, disposal fee, runtime allotment of 176 hours per month (40 hours per week)

b.) Stewart & Stevenson

Option A Standby only \$17,676.48 month

Stand by only includes delivery and pick up, cables and runtime allotment of only 4 hours per month

Option B Single Use \$22,822.48 per month

Includes delivery and pick up, cables and runtime allotment of 176 hours per month.

After analyzing both quotes, staff choose Ring Power.

The Public Utilities Department also request a blanket purchase order to Economy Electric to provide wiring / hookup for the generator upon arrival. This vendor is currently under contract with the City for various electrical services (Contract CA5598).

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The generator and hookup were both completed on 9/29/17. The Water Reclamation Facility is currently seeking quotes on diagnosis and repairs.

The Public Utilities Director, City Manager, Finance Director, and the Purchasing Manager were notified of this request per instructions under the City's Purchasing Ordinance, Section 2-271, emergency purchases over \$25,000 require ratification by Council and the first available meeting.

FUNDING:

Water Reclamation Facility Replacement FY17 CIP
403 0400 535 6397

RECOMMENDATION:

The Public Utilities Department is recommending approval of the ratification of an emergency purchase order to Ring Power Corporation for a two-month rental of an emergency backup generator for the Water Reclamation Facility in the amount of \$40,000 and an emergency request to Economy Electric for hookup in the amount of \$5,000.00. Total ratification request \$45,000.

ANTICIPATED SCHEDULE:

a.) Pending Council Approval – 10/17/2017

ATTACHMENTS:

a.) Quotes

b.) Purchase Orders

ORLANDO ▪ 9901 Ringhaver Dr ▪ Orlando FL 32824 ▪ 407-855-6195

SALES

SERVICE

PARTS

LEASING

RENTALS

Customer: Steve Parnell
Company: City of Port Orange
Phone: 386-299-5731

Date: 9/28/17
Reference: Temporary power
On Site Contact: Steve Parnell
Email: sparnell@port-orange.com

DESCRIPTION OF MATERIAL

WEEKLY RATE MONTHLY RATE

(QTY)

(1) XQ1000 generator- up to 40hrs weekly or 176hrs monthly of runtime allotted
(42) 50' sections of 4/O cable at \$24.00ea weekly or \$72.00ea monthly
(14) Female and male pigtails included

\$4,185.00

\$12,555.00

\$1,008.00

\$3,024.00

Environmental: Disposal fee is 1% of rental rate

\$51.93

\$155.79

Estimated roundtrip: includes delivery and pick up of equipment at \$500.00ea way

\$1,000.00

Delivery Address: 819 Oak Street, Port Orange, FL 32127

Notes:

Monthly rentals are billed on a 4 consecutive week / 28 day billing cycle
Sales tax is not included in the rental rates
Generator overtime rate is \$75.00 per hour charged over allotted run time allowed
This quote is subject to availability at the time of order

Customer Responsibilities:

Installation, operating, and maintenance of the generator
Providing onsite diesel fuel as needed during rental
Refueling the generator prior to return- Ring Power charges \$7.00/gallon if required to refuel upon return
Fork-lift for unloading and loading equipment

Insurance Requirement:

Ring Power requires the customer to provide a certificate of insurance showing general liability coverage for a minimum of \$1,000,000.00 and property damage coverage for rented / leased equipment for the replacement value of the equipment. Ring Power needs to be added as additional insured and loss payee, as well named as certificate holder. If City of Port Orange elects not to provide the property damage coverage there will be an additional charge of 14% for our Fire, Theft, and Vandalism Waiver on each billing invoice/cycle.

Raymond Coons 813-478-1231
Rental Sales Account Manager
Power and Temperature Control Solutions
Ring Power Corporation
9901 Ringhaver Dr.
Orlando, FL 32824



RENTAL QUOTATION

Customer Name: City of Port Orange
Water Treatment Plant
817 Oak Street
Port Orange, FL 32127

Date: 9/28/17

Steve Parnell 386-506-5786
E-Mail: sparnell@port-orange.org

Thank you for the opportunity to provide Stewart & Stevenson rental equipment for your upcoming project. We appreciate your confidence in us to provide the best equipment and service available. Our proposal is as follows:

Equipment and Pricing: Shift:

Monthly

1000kw

Q Standby
B Single

\$12,200 (Per unit)

\$17,346 (Per unit)

Run Rate:

Q Above pricing allows for Standby operation. 4hrs/mnth

B If the units run the single shift pricing will go into effect along with the verbiage below as it concerns run rates.

Above pricing allows for single shift operation. 8hrs/day, 40hrs/wk, and 176hrs/mnth

Above pricing multiplied by **1.5** allows for **double shift** operation. 16hrs/day, 80hrs/wk, and 352hrs/mnth

Above pricing multiplied by **2.0** allows for **triple shift** operation. 24hrs/day, 168hrs/wk, and 672hrs/mnth

Cable:

Monthly

26-50ft cam-lok

\$2976.48

13- 4/0 Female tails

13- 4/0 Male tails

Maintenance:

The above rental equipment must have a fluid and filter change every 250 hours of operation.

This is the responsibility of the customer.

Stewart & Stevenson can provide generator service for the price of **\$2085.93** (per unit) plus travel time per service.

Maintenance only pertains to rentals with at least 250 hours operating hours.

Customer is responsible for keeping a record of hours and scheduling service.

Quote 2

Freight:

Round Trip Freight. \$Cost +20% (Includes pickup and delivery during normal business hours)

Fuel:

The unit will be shipped full of fuel.

The fuel tank capacity on the 1000kw is 1100 gallons and it consumes 75 gallons per hour when 100% fully loaded.

If fuel is needed only upon return, the per gallon charge will be \$7.00.

Stewart & Stevenson can arrange on site fueling at cost plus 20% at your request.

Technician Rates: (if needed for set-up, start-up, teardown, or customer related problems)

\$ 147.00/hour Regular Time

\$ 220.50/hour Overtime

\$ 294.00/hour Holiday

\$ 3.00/mile Mileage

Customer Responsibilities:

Check and maintain oil and water levels on a daily basis.

All final electrical connections

To pay any applicable taxes, unless exemption form is supplied

Any required permits

Contacting S&S and confirming off rental

Keeping a record of hours and scheduling service

Any disposal of waste accumulated in spill containment

A 3% Environmental fee will be applicable on all rentals and servicing. A 14% Damage Waiver fee will be applied to all rental equipment invoicing unless a certificate of insurance is provided prior to delivery.

Payment Terms:

Net 30 days, 28 day billing cycle

Terms and Conditions:

Any rental that results from this quotation would be subject to our normal conditions of agreement.

The above detailed pricing, equipment selection, and equipment configurations are subject to prior commitment and valid for 30 days. I trust the above information meets your requirements and look forward to working with you on this project. If you should have any questions, please do not hesitate to call at any time.

Sincerely,

Stewart & Stevenson Services LLC

Nick Adams
Power Rental Division
Stewart & Stevenson LLC
Cell: 407-409-4353
E-mail: n.adams@ssss.com

LEASE AGREEMENT
Terms and Conditions

1. Condition of Equipment. The receipt and acceptance by Lessee of the items of machinery, equipment and other personal property being leased as further described herein ("Equipment") shall constitute acknowledgement by Lessee that such Equipment has been accepted and found in good, safe and serviceable condition, and fit for use, unless Lessee makes a claim to the contrary to Lessor by certified mail, return receipt requested, addressed to Lessor's office within three (3) days after receipt of such Equipment. The claim shall set forth in detail the complete nature and condition of the Equipment received. In the event of such claim, Lessor shall have the right to put the Equipment in good, safe and serviceable condition and fit for use within a reasonable time, or to cancel this agreement.
2. Maintenance and Repair. Lessor will provide maintenance and repairs as required by normal use of the Equipment except such routine maintenance as is set out under "Operating Responsibilities" below. Repairs or other service made necessary by damage to the Equipment or Lessee's misuse or extraordinary use or inadequate routine maintenance of the Equipment will be performed by Lessor at Lessee's expense. Lessor may perform maintenance and repairs of the Equipment at any time.
3. Fuels, Lubrication, Tires. Lessee will provide for all fuel and make up oil used during the term of this agreement and will MAINTAIN PROPER OIL LEVEL AT ALL TIMES. Tires shall be the sole responsibility of Lessee, and Lessee agrees to return the Equipment with tires equal to those received less normal wear and tear.
4. Damage to Equipment. Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon any Equipment. Lessee shall not allow the Equipment to be subject to any careless, needless, or rough use. All risk of loss or damage to the Equipment shall be borne by Lessee. Notwithstanding damage to any item of Equipment, rental for such Equipment shall continue to be paid by Lessee. Lessee shall have the responsibility for the repair of any damage to the Equipment and Lessee shall repair, or cause to be repaired, each such damaged item of Equipment promptly after damage. In the event any item of Equipment is destroyed, stolen or damaged to such an extent that Lessee finds it impossible to continue its use, Lessee shall continue to make rentals payments for the Equipment until this agreement terminates or until Lessor receives full compensation for such loss or damage, whichever occurs later, and all of Lessee's right, title and interest in such Equipment, together with any and all insurance rights Lessee may have with respect to such Equipment, shall be assigned to the Lessor, and Lessee shall be responsible for, and shall indemnify Lessor against, any and all loss or damage to the Equipment. If at any time Lessor shall feel its rights to the Equipment are endangered or that the Equipment is being used beyond its capacity or in any manner improperly cared for, Lessor may, without notice, remove the Equipment and cancel this agreement.
5. Assignment and Sublease. Neither this agreement nor Lessee's rights hereunder shall be assignable by Lessee without Lessor's prior written consent. Lessor may, without the necessity of prior consent by Lessee, assign its rights and obligations under this

agreement, or may assign only its rights to receive lease payments under this agreement, and Lessee, upon the receipt of written notice of any such assignment, shall abide thereby. In the event Lessor assigns only its right to receive lease payments hereunder, Lessee agrees that it will, upon receipt of notice thereof, make all lease payments to Lessor's assignee in accordance with such notice. Lessee will make no attempt to set-off against such payments any claims arising either under this agreement or apart therefrom that Lessee may have against Lessor, and Lessee's obligations to pay lease payments to Lessor's assignee shall exist and continue notwithstanding any total or partial invalidity of this agreement, any right of rescission Lessee may have, or any other reason.

6. Insurance.

- a. Liability Insurance. Lessee will furnish, at its own expense, Bodily Injury and Property Damage Liability Insurance covering both Lessee and Lessor including their agents, successors and assigns and naming Lessor as an Additional Insured.
- b. Property Insurance. Lessee will, alternatively, as indicated on the front side hereof:
 - i. furnish, at its own expense, Property Insurance covering the Agreed Value of the Equipment at the time of the inception of the lease for damage as a result of fire, theft, collision or any other cause and naming Lessor as the Loss Payee under such insurance coverage; or
 - ii. pay the Damage Waiver Fee, calculated as a percentage of the base rental rate for the Equipment not including taxes, freight, labor and/or environmental fees, as indicated on the front side hereof, in which event Lessor will release Lessee from liability for loss or damage to the Equipment up to the first 50% of the replacement cost of the Equipment except for the first \$500 of any claim, notwithstanding the provisions of paragraph 7 herein, provided that the loss or damage does not arise from the following circumstances: (1) damage associated with or attributable to deflated or underinflated tires or tubes, or tire failure from any cause, (2) damage resulting from negligence, recklessness, misuse or abuse of the Equipment, intentional or otherwise, including but not limited to overloading or exceeding the Equipment's rated capacities, utilization of incorrect or inadequate fuel or other fluids, failure to lubricate or otherwise perform customary routine maintenance or servicing of the Equipment or improper towing or carriage, (3) loss or damage due to the mysterious or unexplained disappearance of the Equipment, or the conversion of the Equipment by Lessee or its employees or persons to whom Lessee entrusted the Equipment, (4) in cases of theft, vandalism, malicious mischief, disappearance or conversion, when the police or other relevant authorities are not formally notified within 24 hours of the event and a copy of such police report immediately provided to Lessor or when such event occurs while the Equipment is not reasonably secured in a locked, enclosed or fenced-in, mechanically access-controlled area, (5) in any case where the Equipment is utilized in a manner that would constitute a default under the Rental Agreement or not used with the express consent of the Lessor, or (6) in any event where damage results while the operator or any other party involved in the operation of the Equipment is under the influence of an intoxicant or controlled substance.

The coverages indicated in (a) and (b)(i) are to be primary and not excess and to be evidenced by a Certificate of Insurance conforming in types of coverage provided, limits thereto and in all other respects to the requirements of Lessor and waiving any right of subrogation against Lessor.

7. Liability. Lessee expressly agrees to be responsible for any and all damage to the Equipment for any reason, including, without limitation, any damage as a result of negligence or neglect on its part whether willful or not, and for loss of rental revenue while the Equipment is undergoing repairs for any damage.

8. INDEMNITY TO LESSOR. LESSEE SHALL INDEMNIFY, PROTECT, AND SAVE AND KEEP HARMLESS LESSOR, ITS AGENTS, SERVANTS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, DAMAGES, INJURIES, INCLUDING BODILY INJURY OR DEATH, CLAIMS, DEMANDS AND EXPENSES, INCLUDING LEGAL EXPENSES, OF WHATEVER NATURE, WHETHER FOUND IN TORT OR CONTRACT, ARISING FROM THE USE, MAINTENANCE, CONDITION OF OPERATION OF ANY ITEM OF EQUIPMENT, REGARDLESS OF WHERE, HOW AND BY WHOM OPERATED, AND **REGARDLESS OF WHETHER ARISING FROM THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OF LESSOR.** AT LESSOR'S REQUEST, LESSEE SHALL ASSUME THE SETTLEMENT AND DEFENSE OF ANY SUIT(S) OR OTHER LEGAL PROCEEDINGS BROUGHT TO ENFORCE ALL LOSSES, DAMAGES, INJURIES, CLAIMS, DEMANDS AND EXPENSES, AND SHALL PAY ALL JUDGMENTS ENTERED IN ANY SUCH SUIT(S) OR OTHER LEGAL PROCEEDINGS. LESSEE SHALL NOTIFY LESSOR IN WRITING WITHIN FIVE (5) DAYS OF INSTITUTION OF SUIT OR THE OCCURRENCE OF ANY EVENT WHICH MIGHT BE BASIS OF AN ADVERSE CLAIM REGARDING THE EQUIPMENT.

THE INDEMNITIES AND ASSUMPTIONS OF LIABILITIES AND OBLIGATIONS HEREIN PROVIDED SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING TERMINATION OF THIS AGREEMENT, WHETHER BY EXPIRATION OF TIME, BY OPERATION OF LAW OR OTHERWISE.

9. Operator's Qualifications. The equipment will be operated only by trained, qualified personnel and Lessee will not make any repairs, adjustments or alterations without Lessor's express written consent. Failure to abide by these terms will make Lessee fully responsible for any damage or loss from whatever nature.

10. Authority. It is expressly understood that the parties signing this agreement have done so with full and proper authority for the corporation or entity they purport to represent.

11. Continuation of Rental. Except as otherwise set forth herein, rental of the Equipment shall continue subject to the terms of this agreement until the Equipment is returned to facility of Lessor.

12. WARRANTY, DISCLAIMER, LIMITATIONS. LESSEE ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN. LESSOR HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT. LESSOR AGREES, THAT IN THE EVENT OF ANY DEFECT IN MATERIAL OR

WORKMANSHIP, LESSOR, UPON BEING NOTIFIED OF SUCH FAILURE AND THE RETURN OF THE EQUIPMENT TO LESSOR'S PLACE OF BUSINESS, WILL PROMPTLY REPAIR THE EQUIPMENT TO THE EXTENT THAT SUCH REPAIRS ARE COVERED BY MANUFACTURER'S WARRANTY SO THAT LESSOR OBTAINS COMPENSATION FOR PERFORMING SUCH REPAIRS FROM THE MANUFACTURER. THE LESSOR MAY, AT ITS OPTION, REPLACE THE UNIT WITH COMPARABLE EQUIPMENT OR CANCEL THIS AGREEMENT IN ITS ENTIRETY. IF LESSOR, IN ACCORDANCE HERewith CANCELS THIS AGREEMENT, ANY UNEARNED RENTAL PREVIOUSLY PAID SHALL BE REFUNDED TO LESSEE. LESSEE SHALL BE RESPONSIBLE FOR ANY COST INCURRED IN RETURNING THE EQUIPMENT TO LESSOR. NONE OF LESSOR, ITS ASSIGNS, THE WHOLESALER, OR THE MANUFACTURER MAKES ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT TO THE EQUIPMENT AND EACH EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE EQUIPMENT'S CONDITION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR PERFORMANCE. THE FOREGOING SHALL BE LESSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO A DEFECT IN THE EQUIPMENT AND NONE OF LESSOR, THE WHOLESALER OR THE MANUFACTURER SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOSS OF PROFITS) WHICH MAY RESULT FROM THE FAILURE OF THE EQUIPMENT. FURTHER, LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DELAY OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN OR INEFFICIENCY OF THE EQUIPMENT.

13. Addition of Accessories. Lessee will not, without prior written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such part or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.

14. Compliance with Regulations. Lessee agrees to comply with and conform to all applicable municipal, county, state and federal laws relating to the operation of the Equipment, including, without limitation, all laws relating to hazardous waste and toxic substances.

15. Inspection. Lessor and its representatives may, for the purpose of inspection of the Equipment, at all reasonable times, enter upon any job, building or place where the Equipment is located.

16. Location of Equipment. Lessee shall keep the Equipment located at the point of delivery stated herein unless Lessee receives written permission from Lessor to move the Equipment to another specified location. In no event shall the Equipment be located outside of the United States of America without prior written permission of Lessor.

17. Lease Period, Late Return, Excess Usage. For purposes of this agreement, calculation of the rental period shall commence on the date the Equipment leaves Lessor's storage

yard and shall terminate when such item of Equipment is returned to Lessor's yard, subject to Lessee's obligation to pay the minimum guaranteed rental set forth herein. Equipment returned beyond the rental period or subject to excessive hourly usage will be subject to an additional charge in accordance with Lessor's rental return policy.

18. Prohibited Use of the Equipment. Lessee will not operate the Equipment in connection with any use, storage, handling, shipment, disposal or other use of hazardous or toxic substances, waste or other prohibited or dangerous contaminants, without the prior approval of Lessor, and Lessee will promptly notify Lessor if any such Equipment is or becomes subject to contamination from any hazardous or toxic substances.

19. Default. If Lessee shall fail to make any rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against it proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any provision of this agreement, or if any attachment, execution, writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessor may, at its option, declare this agreement in default and all of Lessee's rights in the Equipment hereunder shall cease. Upon such default, Lessee agrees to deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee. In the event of any such action Lessee agrees to pay all minimum guaranteed rentals and all other rentals due, cost of repair for any damages to the Equipment, costs of removal of the Equipment from possession of Lessee, and all freight storage, transportation and other charges incurred in such removal and return to Lessor at its place of business, In the event that legal action is necessary to enforce any of Lessor's rights hereunder, Lessee agrees to be responsible for the costs thereof, including reasonable attorney's fees. Lessor may hold, use, sell, lease or otherwise dispose of the Equipment or keep any item of Equipment idle if Lessor so chooses, without affecting the obligations of Lessee hereunder. With respect to Equipment that is subject of a default by Lessee, Lessor shall be entitled to all sums due and unpaid, plus all sums to become due as rental to the end of the respective rental period of each item of Equipment as if this lease had not been declared in default and all of the damages sustained by Lessor by virtue of such breach. Any repossession or resale of any item of Equipment shall not bar any action for deficiency as provided above, and the bringing of an action or the entry of a judgment against Lessee shall not bar Lessor's right to repossess any and all of the Equipment.

20. Past Due Rentals. All past due rentals and other amounts due hereunder shall bear interest at the rate of eighteen (18%) percent per annum or the maximum non-usurious rate allowed by law, whichever is less.

21. Place of Payment. All payments hereunder shall be payable at the address indicated on the invoice, and such payments shall not be considered as having been received by Lessor until they are received by Lessor at that address.

22. Title to Equipment. Lessor and Lessee expressly agree that the Equipment subject to this agreement is personal property and is in the nature of equipment as defined in the Uniform Commercial Code of the State of Texas and that the same shall never be

attached or affixed to real estate so as to be or become a fixture. Lessor and Lessee further expressly agree that this agreement is a contract of lease only, and that Lessee shall not acquire any title to any Equipment subject hereto. Lessee shall keep the Equipment free from any liens and claims, and shall not do or permit any act or thing whereby Lessor's title or rights in and to any of the Equipment may be encumbered or impaired. Lessee agrees to execute financing statements acknowledging this agreement and the Equipment subject thereto.

23. Taxes. Lessee shall pay all applicable taxes.

24. Minimum Guaranteed Rental. This agreement is irrevocable by Lessee for the full term hereof. Lessee acknowledges that the guaranteed minimum rental set forth herein is based upon the specialized nature of the Equipment and/or the specific terms of the lease of the Equipment, or such other factors which Lessor and Lessee acknowledge have been considered in the guaranteed minimum rental.

25. General. (a) Time is of the essence of this agreement. (b) Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this agreement shall not waive or diminish Lessor's rights thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. (c) Any alteration or modification of this agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. (d) This agreement contains the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties. (e) This agreement shall be governed by the laws of the State of Texas. (f) All remedies either under this agreement or by law afforded to Lessor shall be cumulative and alternative. (g) Any provisions in this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this agreement.



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

072795

PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE:	9/28/17
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000138251

VENDOR:

RING POWER CORPORATION
401 NORTH TOMOKA FARMS RD
DAYTONA BEACH FL 32124

SHIP TO:

CITY OF PORT ORANGE
PUBLIC UTILITIES
WASTEWATER
817 OAK STREET
PORT ORANGE

FL 32127

(386) 947-3363 FAX: (386) 947-4990

VENDOR #:		256740		DATE NEEDED:	11/30/17	FOB:	
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST	
140000		BLK	EMERGENCY BLANKET PURCHASE ORDER FOR THE RENTAL OF AN EMERGENCY BACKUP GENERATOR FOR THE WATER RECLAMATION FACILITY - TO BE RATIFIED BY COUNCIL ON THE NEXT AVAILABLE AGENDA PER PURCHASING ORDINANCE SEC 2-271, EMERGENCY PURCHASES. PROJECT #: SSP002 <i>9/28/17 emailed to Parnell + Joe jk</i>	40304005356397	1.00	40000.00	
REMARKS EMERGENCY - RENTAL OF BACKUP EMG GENERATOR						TOTAL	40000.00

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X *[Signature]*

DATE

9/28/17

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

072794

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

DATE: 9/28/17

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION # 0000138249

VENDOR:

ECONOMY ELECTRIC COMPANY
538 WEST ST
DAYTONA BEACH FL 32114

SHIP TO:

CITY OF PORT ORANGE
PUBLIC UTILITIES
WASTEWATER
817 OAK STREET
PORT ORANGE FL 32127

(386) 252-0573 FAX: (386) 239-0721

VENDOR #:			DATE NEEDED:		FOB:	
51550			11/01/17			
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
1	5000	BLK	EMERGENCY BLANKET PURCHASE ORDER REQUIRED TO HOOK UP AN EM ERGENCY STAND BY GENERATOR AT THE WATER RE CLAMATION FACILITY - WRF EMERGENCY BACK UP G ENERATOR IS OUT OF SERVICE FOR AN UNDETERMIN ED AMOUNT OF TIME PROJECT #: SSP002 <i>9/28/17 Emailed to Parnell & Joe ju</i>	40304005356397	1.00	5000.00
REMARKS EMERGENCY REQUEST -					TOTAL	5000.00

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

9/28/17

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



The City of Port Orange
Finance Department

MEMORANDUM

TO: Michael H. Johansson, City Manager
FROM: Tracey Riehm, Finance Director
DATE: October 6, 2017
SUBJECT: **Highlights of the August 2017 Financial Report**

This financial report is being provided as an overview of the City's financial status including associated highlights for the City's major operating activities through August 31, 2017, representing 92% of the fiscal year. Except as noted throughout this report, revenues and operating expenditures are as expected for the fiscal year. Also attached are the financial reports from Cypress Head Golf Course and the YMCA. Detailed reports for all funds are available on the City's website at: http://www.port-orange.org/finance/?p=budget_and_financial_reports.

GENERAL FUND (Fund 001)

With 92% of the fiscal year complete, the General Fund revenues are 67% of budget and expenditures are 82% of the adjusted budget as summarized below:

2017			
GENERAL FUND	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$30,989,912	\$46,057,139	67%
EXPENSES	\$37,713,860	\$46,057,139	82%
Change in Fund Balance	-\$6,723,948	\$0	

Revenues: Of the total \$30,989,912 in revenues, \$29,512,559 reflect operating revenue and \$1,477,353 account for contributions from enterprise funds. Ad-valorem taxes are the largest source of general fund revenues and represent roughly 35% of the annual estimated general fund revenue. Ad-valorem taxes on property are collected on an annual basis beginning November 1st for the tax year January through December. As a result, the majority of ad-valorem taxes are collected in the first few months of the fiscal year with 100% collected to date. Increases from ad-valorem taxes (\$950,587) and the sale of land on S Williamson Blvd (\$996,463) and a change in how pass thru costs are recorded (Insurance Premium Tax) account for 85% of the overall change in revenue of \$1,807,780 compared with this time last year.

Expenditures: With 92% of the fiscal year behind us, operating expenditures amounted to \$37,713,860 or 82% of the estimated expenditures for the year, with an additional encumbered amount of \$2,341,594. After accounting for transfers for approved capital replacement projects (\$2,182,000), one time fleet purchases (\$305,000), and the

impact of Hurricane Matthew expenditures on the General Fund (totaling \$7,509,453 to date), actual operating expenditures are \$613,120 lower than this time last year.

Please also see the attached financial statement for additional detail.

BUILDING SPECIAL REVENUE FUND (Fund 109)

With 92% of the fiscal year complete, the Building Special Revenue Fund is reporting total revenues at 107% of budget while expenditures are 67% of the budget as summarized below:

2017			
Building Special Revenue	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$1,779,258	\$1,663,411	107%
EXPENSES	\$1,113,491	\$1,663,411	67%
Change in Fund Balance	\$665,767	\$0	

Revenues: Of the total \$1,779,258 in revenues, the Building Special Revenue Fund received \$1,762,131 in operating revenues related to permits, fees, and miscellaneous items with the remainder, \$17,127, representing interest income. Total operating revenues are at 153% of the estimated budget, and is \$874,844 higher than this time last year. A significant portion of the increase is attributed to the development of the Sanctuary at Westport Apartment Complex. Revenues in this fund are typically received in a sporadic nature.

Expenditures: Year-to-date expenditures in the Building Special Revenue fund are \$1,113,491 or approximately 67% of estimated expenditure for the year. On a percent of budget basis, year-to-date expenditures are 20% lower than this time last year; with actual expenditures \$158,495 higher than this time last year.

Year to date, the Building Special Revenue Fund is reporting an increase in net position of \$665,767.

Please also see the attached financial statement for additional detail.

WATER & SEWER FUND (Fund 401)

With 92% of the fiscal year complete, the Water and Sewer Fund is reporting total revenues at 82% of budget while expenditures are 75% of the budget as summarized below:

2017			
Utilities Operating Fund	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$23,216,546	\$28,237,776	82%
EXPENSES	\$21,181,434	\$28,237,776	75%
Change in Fund Balance	\$2,035,112	\$0	

Revenues: Generally, revenues in this fund are based on charges for services that are billed after services are rendered and are recorded when billed. Charges for services, which account for \$23,090,160 of the revenue source in the Water and Sewer Fund, reported an overall increase of \$585,985 over the prior fiscal year. Factors influencing the revenue behavior in this fund are primarily related to changes in growth, consumption patterns, and timing of cycle billings during the reporting period.

Expenses: The first eleven months operating expenses excluding depreciation amounted to \$11,793,040 or 79% of estimated expenses for the year, with an additional \$971,084 encumbered. Non-operating activity reports a net increase of \$11,271, compared to a net loss of \$448,106 reported at the same time last year.

Currently, the water and sewer fund is reporting an income of \$11,308,391, and after transfers the fund is posting a change in net position of \$2,035,112 compared to \$1,302,889 from this time last year.

The attached financial statement provides additional detail.

SOLID WASTE FUND (Fund 410)

With 92% of the fiscal year complete, the Solid Waste Fund is reporting total revenues at 88% of budget while expenditures are 87% of the budget as summarized below:

2017			
Solid Waste Fund	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$6,131,074	\$6,999,242	88%
EXPENSES	\$6,071,314	\$6,999,242	87%
Change in Fund Balance	\$59,760	\$0	

Revenues: Charges for services, which account for \$6,107,965 of the revenue source in the Solid Waste Fund, reported an overall increase of \$92,508 over the prior fiscal year. Factors influencing the revenue behavior in this fund are primarily related to changes in growth, seasonal service patterns, and timing of cycle billings during the reporting period.

Expenses: The Solid Waste Fund's first eleven months operating expenses excluding depreciation total \$5,853,052 or 88% of estimated expenses for the year, with an additional encumbered amount of \$758,822. The majority of expenditures in this fund are for contractual services relating to garbage collection and recycling.

The Solid Waste Fund currently is reporting an income before transfers of \$247,522 and a change in net position of \$59,760 after allowing for transfers. The change in net position is \$160,235 less than this time last year.

The attached financial statement provides additional detail.

STORMWATER UTILITY FUND (Fund 412)

With 92% of the fiscal year complete, the Stormwater Utility Fund is reporting total revenues at 60% of budget while expenditures are 54% of the budget as summarized below:

2017			
Stormwater Operating Fund	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$4,352,517	\$7,246,872	60%
EXPENSES	\$3,899,548	\$7,246,872	54%
Change in Fund Balance	\$452,969	\$0	

Revenues: Drainage fees, which account for \$3,887,387 of the revenue source in the Stormwater Utility Fund, reported an overall increase of \$77,881 over the prior fiscal year and \$90,096 than in 2015. Revenues in this fund primarily rely on the collection of drainage fees by the non-advalorem method, which are collected beginning in November on the tax bill.

Expenses: For the first eleven months, operating expenses totaled \$1,457,092 which is 68% of the annual budget and \$133,589 higher than last year. An additional \$775,639 is encumbered.

After allowing for non-operating expenses, transfers in lieu of taxes and debt service payment transfers, the Drainage Fund is reporting an increase in net position for the first eleven months of \$452,969 which is \$186,999 more than this time last year.

The attached financial statement provides additional detail.

GOLF COURSE REPORT

The consolidated financial reports for the period ending August 31, 2017 for the Cypress Head Golf Course are attached. Detailed statements are available in the Finance Department.

YMCA REPORT

The financial report for the period ending August 31, 2017 for the YMCA is attached.

IN SUMMARY:

As appropriations lapse at the end of each year, City Council re-appropriates funding for open purchase orders and existing funded projects. Total budget projections as they are presented in the attached reports incorporate current year appropriations plus prior year carryover pertaining to open and in process projects. Available liquid equity has been evaluated and is adequate to meet or exceed revenue policies as established by City Council.

Should you have any questions as they relate to this report or its attachments, please feel free to contact me.

Thank you,

Tracey Riehm
Finance Director

TR/lb



City of Port Orange Revenue Comparison - General Fund (001) Period Ending: August 31 (92% of the Fiscal Year) 2017/P11									
Sub Activity	2015		% of Total	2016		% of Total	2017		% of Budget
	FYTD Actual	Audited Annual Receipts		FYTD Actual	Audited Annual Receipts		FYTD Actual	Total Current Budget	
ADVALOREM TAXES	10,371,642	10,443,031	99%	10,955,414	10,979,872	100%	11,906,185	11,879,103	100%
SALES & USE TAXES	390,658	736,939	53%	739,293	741,261	100%	0	0	0%
UTILITY SERVICE TAXES	4,190,253	5,153,922	81%	4,214,480	5,270,749	80%	4,344,215	5,271,979	82%
COMMUNICATIONS SERVICE TX	1,424,322	1,886,648	75%	1,369,915	1,784,375	77%	1,231,162	1,722,687	71%
LOCAL BUSINESS TAX	65,797	113,499	58%	108,639	148,250	73%	91,768	150,000	61%
FEES & PERMITS	2,338,628	3,333,346	70%	2,230,866	3,243,221	69%	2,229,244	3,256,443	68%
INTER GOVT	4,216,851	5,152,710	82%	4,418,840	5,379,844	82%	4,731,014	5,735,849	82%
CHARGES FOR SERVICE	2,344,949	3,380,323	69%	2,479,393	2,696,483	92%	2,563,504	2,727,156	94%
FINES & FORFEITS	214,225	45,940	466%	175,194	230,003	76%	116,254	157,600	74%
MISC REVENUE	1,120,317	380,473	294%	978,231	2,529,347	39%	2,299,213	1,111,035	207%
INTERFUND TRANSFER	63,649	63,649	100%	32,000	259,193	12%	0	0	0%
CONTRB FROM ENTERPRISE FD	1,509,071	1,646,259	92%	1,479,868	1,614,401	92%	1,477,353	1,611,658	92%
APPROPRIATED EQUITY	0	0	0%	0	0	0%	0	12,433,629	0%
GENERAL FUND REVENUE:	\$28,250,361	\$32,336,738	87%	\$29,182,132	\$34,877,001	84%	\$30,989,912	\$46,057,139	67%

City of Port Orange Expense Comparison - General Fund (001) Period Ending: August 31 (92% of the Fiscal Year)									
Department Description	2015		% of Total	2016		% of Total	2017		% of Budget
	FYTD Actual	Audited Annual Expenditures		FYTD Actual	Audited Annual Expenditures		FYTD Actual	Total Current Budget	
NON DEPARTMENTAL	3,345,211	3,474,836	96%	2,413,303	4,386,966	55%	11,426,741	13,745,668	83%
MAYOR & COUNCIL	183,611	199,746	92%	193,192	212,693	91%	172,157	201,830	85%
CITY MANAGER	387,688	456,549	85%	502,688	588,524	85%	486,388	603,829	81%
LEGAL SERVICES	429,310	499,708	86%	482,606	563,991	86%	519,619	687,347	76%
CITY CLERK	259,615	291,702	89%	281,048	327,846	86%	280,732	365,073	77%
FINANCE	767,544	870,178	88%	852,544	968,625	88%	988,243	1,222,545	81%
PERSONNEL	319,027	352,949	90%	289,965	338,284	86%	304,889	408,239	75%
COMMUNITY DEVELOPMENT	1,111,735	1,266,317	88%	1,196,964	1,388,546	86%	1,302,063	1,591,061	82%
FIRE SERVICES	6,924,356	7,646,521	91%	7,349,324	8,267,873	89%	7,068,678	8,369,219	84%
POLICE	10,003,758	11,622,625	86%	10,138,672	11,668,827	87%	10,164,223	12,101,120	84%
PUBLIC WORKS	1,727,289	1,960,595	88%	1,969,591	2,252,723	87%	2,094,824	2,895,547	72%
PARKS MAINTENANCE	1,514,498	1,738,032	87%	1,591,552	2,031,817	78%	1,794,904	2,450,609	73%
RECREATION	605,472	718,415	84%	679,263	830,040	82%	723,430	903,862	80%
ATHLETICS	276,183	312,346	88%	387,855	441,446	88%	386,969	511,190	76%
POGTV	3,111	3,133	99%	1,960	3,462	57%	-	-	-
GENERAL FUND EXPENSES:	\$27,858,408	\$31,413,652	89%	\$28,330,527	\$34,271,663	83%	\$37,713,860	\$46,057,139	82%
Excess of Revenue over(under) Expenditures	\$391,953	\$923,086		\$851,605	\$605,338		-\$6,723,948	\$ -	

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - BUILDING SPECIAL REVENUE FUND (109)
 Period Ending: August 31 (92% of the Fiscal Year)

	FY2015			FY2016			FY2017		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Revenues									
Permits and fees	1,170,942	1,250,379	94%	887,161	961,415	92%	1,761,860	1,151,500	153%
Miscellaneous	139	140	99%	126	126	100%	271	-	0%
Total operating revenues	1,171,081	1,250,519	94%	887,287	961,541	92%	1,762,131	1,151,500	153%
Expenditures									
General government:									
Planning and community development	870,534	982,921	89%	954,996	1,094,899	87%	1,113,491	1,663,411	67%
Total operating expenses - w/o depreciation	870,534	982,921	89%	954,996	1,094,899	87%	1,113,491	1,663,411	67%
Operating income (loss)	300,547	267,598	112%	(67,709)	(133,358)	51%	648,640	(511,911)	-127%
Non-operating revenues (expenses)									
Interest earnings	14,814	9,047		13,475	14,363		17,127	9,000	
Other income (expense)									
Interest and amortization expense									
Total nonoperating revenue (expenses)	14,814	9,047	164%	13,475	14,363	94%	17,127	9,000	190%
Income (loss) before contributions and transfers	315,361	276,645	114%	(54,234)	(118,995)	46%	665,767	(502,911)	-132%
Appropriated Fund Balance								502,911	
Transfers									
Transfers in	2,613	2,613			-				
Transfers (out) - In Lieu of Tax									
Transfers (out) - Debt Service									
Change in net position	317,974	279,258		(54,234)	(118,995)		665,767	-	

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - UTILITIES OPERATING FUND (401 - ONLY)									
Period Ending: August 31 (92% of the Fiscal Year)									
	FY2015			FY2016			FY2017		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Water sales	9,565,223	11,274,679	85%	9,653,059	11,600,185	83%	9,844,513	10,401,471	95%
Hydrant rentals	34,374	36,165	95%	44,488	46,423	96%	44,209	46,010	96%
Sewer charges	11,573,700	13,639,842	85%	12,095,694	14,346,973	84%	12,250,540	13,282,971	92%
Connections service, and cut-off charges	696,777	796,698	87%	623,325	736,621	85%	839,385	891,308	94%
Other revenues ²	55,123	59,104	93%	87,609	104,876	84%	111,513	36,253	308%
Total operating revenues	21,925,197	25,806,488	85%	22,504,175	26,835,078	84%	23,090,160	24,658,013	94%
Operating expenses²									
Personal services (plus travel per diem)	5,007,516	5,799,735	86%	5,225,156	5,994,691	87%	5,396,280	6,658,350	81%
Contractual services (Professional & Other)	2,225,651	2,483,550	90%	2,311,171	2,622,163	88%	2,198,881	2,913,879	75%
Utilities	1,215,359	1,321,228	92%	1,076,516	1,183,948	91%	1,130,663	1,328,311	85%
Maintenance and repairs	1,422,844	1,565,775	91%	1,322,341	1,389,132	95%	1,234,142	1,496,632	82%
Other supplies and expenses	1,849,579	2,137,117	87%	1,756,960	2,118,171	83%	1,833,074	2,504,404	73%
Total operating expenses - w/o depreciation	11,720,949	13,307,405	88%	11,692,144	13,308,105	88%	11,793,040	14,901,576	79%
Operating income (loss)	10,204,248	12,499,083	82%	10,812,031	13,526,973	80%	11,297,120	9,756,437	116%
Non-operating revenues (expenses)									
Interest earnings ²	93,228	51,414		105,518	105,720		126,386	74,448	
Other income (expense)	(170,499)			(549,822)			(115,115)	(3,219,896)	
Interest and amortization expense ²	(7,529)	(154,398)		(3,802)	(141,187)				
Total nonoperating revenue (expenses)	(84,800)	(102,984)	82%	(448,106)	(35,467)	1263%	11,271	(3,145,448)	0%
Income (loss) before contributions and transfers	10,119,448	12,396,099	82%	10,363,925	13,491,506	77%	11,308,391	6,610,989	171%
Appropriated Fund Balance									
Transfers									
Transfers in	9,579	9,579		-	-		-	3,505,315	
Transfers (out) - In lieu of tax	(1,155,498)	(1,260,543)	92%	(1,123,287)	(1,225,404)	92%	(1,117,480)	(1,219,069)	92%
Transfers (out) - debt service ^{1,2}	(8,020,246)	(8,749,359)	92%	(7,937,749)	(8,659,363)	92%	(8,155,799)	(8,897,235)	92%
Change in net position	953,283	2,395,776		1,302,889	3,606,739		2,035,112	-	

¹ Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process. Included here for historical comparison.

² Some classifications are restated for use as a management tool to 1) remove "roll-up" of funds and 2) provide consistency in classifications for comparison purposes

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - SOLID WASTE OPERATING FUND (410 - ONLY)
 Period Ending: August 31 (92% of the Fiscal Year)

	FY2015			FY2016			FY2017		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues¹									
Charges for services:									
Waste disposal fees	6,023,582	7,052,339	85%	6,015,446	7,169,080	84%	6,107,960	6,967,288	88%
Other revenues	42	42	100%	11	809	1%	5	-	
Total operating revenues	6,023,624	7,052,381	85%	6,015,457	7,169,889	84%	6,107,965	6,967,288	88%
Operating expenses									
Personal services	193,821	223,365	87%	216,780	254,305	85%	204,950	220,429	93%
Contractual services (Professional & Other)	5,313,744	6,286,101	85%	5,400,564	6,441,284	84%	5,636,770	6,455,526	87%
Utilities	789	858	92%	494	741	67%	1,680	805	209%
Maintenance and repairs	6,655	7,251	92%	4,246	4,608	92%	7,614	8,878	86%
Other supplies and expenses	26,483	54,882	48%	8,705	9,435	92%	2,038	3,506	58%
Total operating expenses (w/o depreciation)	5,541,492	6,572,457	84%	5,630,789	6,710,373	84%	5,853,052	6,689,144	88%
Operating income (loss)	482,132	479,924	100%	384,668	459,516	84%	254,913	278,144	92%
Non-operating revenues (expenses)									
Interest earnings	21,434	13,809		22,717	24,128		23,109	14,000	
Other income (expense)							(30,500)	(105,267)	
Interest and amortization expense		-			-				
Total nonoperating revenue (expenses)	21,434	13,809	155%	22,717	24,128	94%	(7,391)	(91,267)	8%
Income (loss) before contributions and transfers	503,566	493,733	102%	407,385	483,644	84%	247,522	186,877	132%
Appropriated fund balance								17,954	
Transfers									
Transfers in	888	888		-	-		-	-	
Transfers (out) - In lieu of taxes	(177,719)	(193,875)		(187,390)	(204,425)		(187,762)	(204,831)	
Transfers (out) - debt service									
Change in net position	326,735	300,746		219,995	279,219		59,760	-	

¹ For comparison purposes FY16 operating revenue classifications adjusted to FY15 audit classifications

² Some classifications are restated for use as a management tool to 1) remove "roll-up" of funds and 2) provide consistency in classifications for comparison purposes

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - STORMWATER OPERATING FUND (412 - ONLY)									
Period Ending: August 31 (92% of the Fiscal Year)									
	FY2015			FY2016			FY2017		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Drainage fees	3,797,333	3,860,256	98%	3,809,508	3,846,382	99%	3,887,387	3,967,009	98%
Other revenues ²	218	218	100%	258	37,795	1%	260	-	0%
Total operating revenues	3,797,551	3,860,474	98%	3,809,766	3,884,177	98%	3,887,647	3,967,009	98%
Operating expenses ²									
Personal services	639,890	734,663	87%	643,208	735,974	87%	653,758	981,750	67%
Contractual services (Professional & Other)	550,615	609,239	90%	552,461	605,906	91%	643,360	869,724	74%
Utilities	1,375	1,375	100%	2,103	2,516	84%	1,826	2,285	80%
Maintenance and repairs	133,764	141,756	94%	76,910	89,546	86%	109,118	135,200	81%
Other supplies and expenses	62,752	69,426	90%	48,821	55,150	89%	49,030	161,256	30%
Total operating expenses (w/o depreciation)	1,388,396	1,556,459	89%	1,323,503	1,489,092	89%	1,457,092	2,150,215	68%
Operating income (loss)	2,409,155	2,304,015	105%	2,486,263	2,395,085	104%	2,430,555	1,816,794	134%
Non-operating revenues (expenses)									
Interest earnings ²	29,797	22,783	131%	19,919	20,992	95%	25,084	26,700	94%
Other income (expense)	(136,797)	-		(1,337,374)	-		(850,947)	(3,360,465)	
Interest and amortization expense	(8,719)	(20,054)		(2,033)	(11,515)		-	-	
Total nonoperating revenue (expenses)	(115,719)	2,729		(1,319,488)	9,477		(825,863)	(3,333,765)	25%
Income (loss) before contributions and transfers	2,293,436	2,306,744	99%	1,166,775	2,404,562	49%	1,604,692	(1,516,971)	-106%
Appropriated fund balance								2,162,017	
Capital Grants ³		61,681		300	700,858		439,786	1,091,146	
Transfers									
Transfers in	847,500	847,500		677,000	677,000		-	-	
Transfers (out) - General Fund	(63,649)	(63,649)		-	-		-	-	
Transfers (out) - In Lieu of Tax	(175,854)	(191,841)	92%	(169,191)	(184,572)	92%	(172,111)	(187,758)	92%
Transfers (out) - debt service ^{1,2}	(1,686,599)	(1,839,926)	92%	(1,408,914)	(1,536,997)	92%	(1,419,398)	(1,548,434)	92%
Change in net position	1,214,834	1,120,509		265,970	2,060,851		452,969	-	

¹ Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process. The remaining balance of Transfer (Out) - Debt Service represents governmental debt.

² Some classifications are restated for use as a management tool to 1) remove "roll-up" of funds and 2) provide consistency in classifications for comparison purposes

³ Added for FY2016

Note: minor variances in totals may exist due to rounding

Financial Reports
for period ending
August 2017

Golf Course

City of Port Orange, Florida

Statement of Net Position

August 31, 2017

Consolidated Golf Course**ASSETS**

Cash	\$	177,281.29
Accounts Receivable	\$	8,039.80
Inventory	\$	15,260.58
Inventory - Restaurant	\$	1,115.50
Prepaid Items	\$	19,270.92
Total Current Assets	\$	220,968.09
Land	\$	979,806.54
Buildings & Improvements	\$	5,273,164.11
Equipment	\$	92,796.79
Accum Depr	\$	(2,556,285.78)
Total Non-Current Assets	\$	3,789,481.66
TOTAL ASSETS	\$	4,010,449.75

LIABILITIES

Accounts Payable	\$	40,624.29
Unearned Revenue	\$	60,386.48
Total Current Liabilities	\$	101,010.77
Advances from Other Funds	\$	3,288,551.86
Total Non-current Liabilities	\$	3,288,551.86

TOTAL LIABILITIES **\$ 3,389,562.63****NET POSITION**

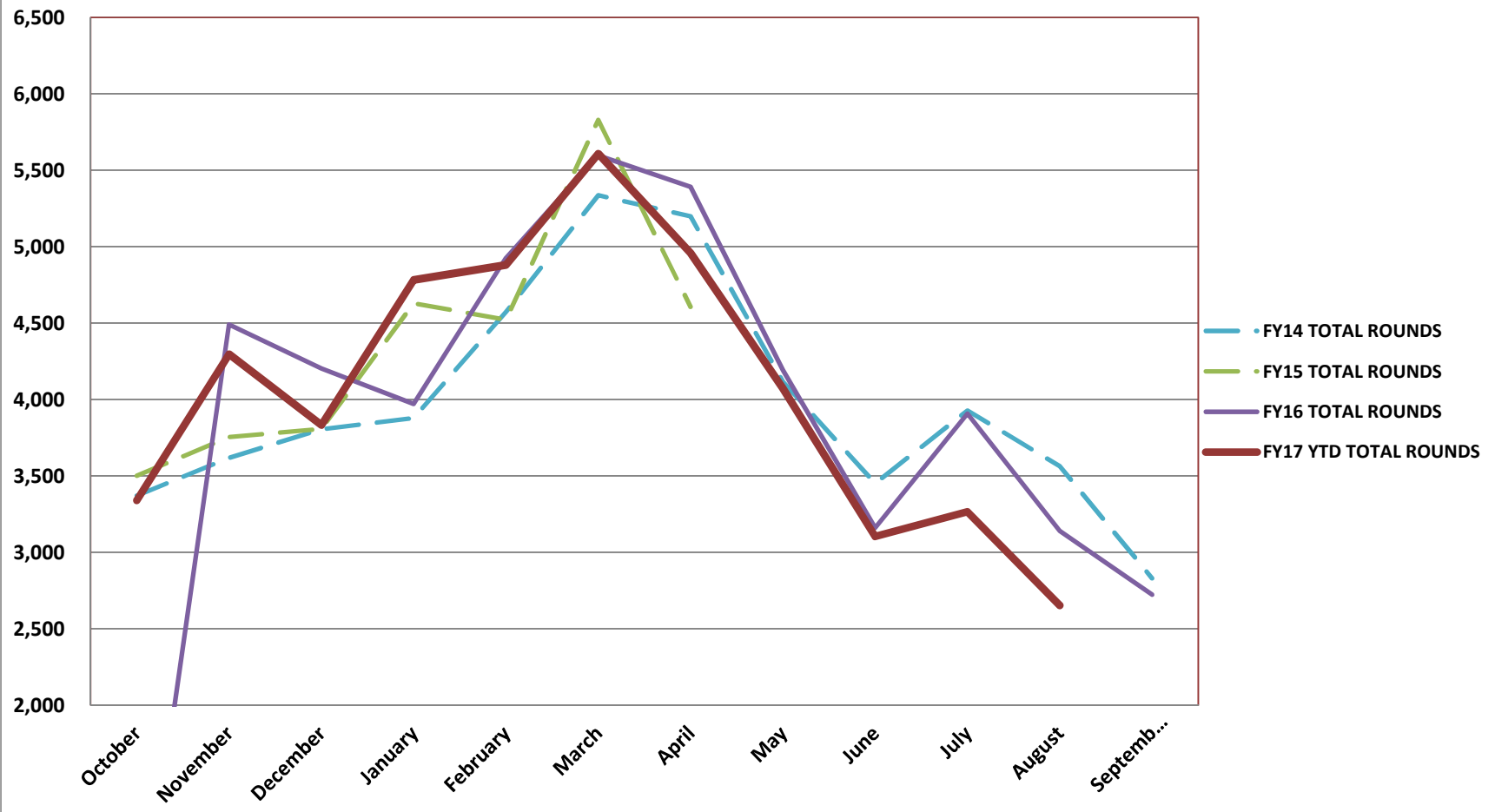
Net Investment In Capital Assets	\$	569,151.99
Income (Loss)	\$	51,735.13
TOTAL NET POSITION	\$	620,887.12

City of Port Orange, Florida
Statement of Revenue, Expenses and Changes in Net Position
Fiscal YTD as of August 31, 2017
Consolidated Golf Course

<u>Operating Revenues</u>		<u>Total</u>
Golf Course	\$	1,186,571.01
Golf Course Surcharge		36,925.08
Restaurant-Rent	\$	24,923.42
Restaurant Operations		
Total Operating Revenues	\$	1,248,419.51
 <u>Operating Expenses</u>		
Golf Course	\$	1,194,311.86
Golf Course Repair & Replacement	\$	9,894.00
Restaurant Operations		
Total Operating Expenses	\$	1,204,205.86
 Operating Income (Loss)	 \$	 44,213.65
 <u>Nonoperating revenues (expenses)</u>		
Interest & Misc.	\$	7,521.48
Capital	\$	-
Transfers in (out)	\$	-
 Change in Net Position	 \$	 51,735.13

*Note: Capital Assets have not been reclassified &
Depreciation expense is not yet recorded*

Golf Course Rounds by Month FY14-FY17 Year to Date



This instrument prepared by:
Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, Florida 32129

After recording please return the document to Grantee:
Florida Fish and Wildlife Conservation Commission
ATTN: Gopher Tortoise Permit Coordinator
620 South Meridian Street
Tallahassee, Florida 32399-1600

CONSERVATION EASEMENT
Port Orange Gopher Tortoise Recipient Areas

THIS DEED OF CONSERVATION EASEMENT is given this ____ day of _____ 2017 by City of Port Orange, a Florida municipal corporation whose mailing address is 1000 City Center Circle, Port Orange, Florida 32129 (“Grantor”) to the Florida Fish and Wildlife Conservation Commission, an agency of the State of Florida, with its principal office at 620 South Meridian Street, Tallahassee, FL 32399-1600 (“Grantee”).

The parties agree as follows:

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Volusia County, Florida, hereinafter referred to as the “Property”, more specifically described in Exhibit “1” attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor granted to Grantee a Conservation Easement dated November 10, 2009, filed of record at Official Records Book 6436, Page 2677, Public Records of Volusia County, Florida as a condition of Permit #GTLR-09-00009 for Phases I through III issued by the Grantee for the Port Orange Gopher Tortoise Recipient Area, and Grantor by this Conservation Easement desires to annex additional lands for conservation, including Phases IV and V; and

WHEREAS, the property possesses natural, scenic, open space, wildlife preservation and conservation values (collectively, “conservation values”) of great importance to Grantor, and the people of the State of Florida; and

WHEREAS, the specific conservation values of the Property are documented as part of the Habitat Management Plan pertaining to the Property, dated April 2017 (“Plan”), part of which is entitled the “Baseline Documentation”. A copy of the Plan is attached hereto as Exhibit “2”, and incorporated herein by reference. The Baseline Documentation is an accurate representation of the Property at the time of this grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns existing at the time of this grant, that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a state public agency, part of whose mission is the conservation, preservation, protection or enhancement of lands such as the Property; and

NOW THEREFORE, in consideration of the mutual agreements herein contained, the Grantor hereby grants, creates, and establishes a perpetual conservation easement upon the Property described in Exhibit "1", which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns, and remain in full force and effect forever; and the parties intending to be bound, hereby agree as follows:

1. Recitals. The above "WHEREAS" clauses are true and correct and are incorporated into this Conservation Easement as if set forth at length herein incorporated into this agreement.

2. Purpose. The purpose of this Conservation Easement is to ensure that the Property or part thereof as described in this Conservation Easement shall be protected forever and used as conservation areas, consistent with the Habitat Management Plan ("Plan"). The parties intend that this Conservation Easement will confine the use of the Property to such uses as are consistent with the purpose of this Conservation Easement.

3. Heirs, successors, and assigns. The parties to this Conservation Easement intend the rights and responsibilities to accrue to any and all heirs, successors, personal representatives, or assigns.

4. Rights of Grantee. To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee:

a. To preserve and protect the conservation values of the Property as defined in this Conservation Easement;

b. To enter upon the Property at reasonable times and upon reasonable notice to the Grantor in order to engage in activities consistent with this Conservation Easement, to monitor Grantor's compliance with this Conservation Easement, and to otherwise enforce the terms of this Conservation Easement; provided that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

5. Grantor's Reserved Rights. Grantor reserves to itself, or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

6. Prohibited Uses. Unless expressly authorized in accordance with the Plan (Exhibit “2”), the following are prohibited activities on the Property:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures above, on, or below the ground.
- b. Dumping or placing of soil or other substance or material as landfill or dumping of trash, waste, or unsightly or offensive materials.
- c. Removal or destruction of trees, shrubs, or other vegetation.
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.
- e. Surface use except for purposes that permit the land or water areas to remain in their existing natural condition.
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- g. Act or uses detrimental to such retention of land or water areas in their existing natural condition.
- h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or culture significance.
- i. Alteration of the Property except in compliance with the Plan.

7. Subdivision. There shall be no subdivision of the Property except as may otherwise be provided in this Conservation Easement.

8. No Public Access. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

9. Management; Expenses; Taxes. Grantor shall manage the Property consistent with the Plan. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Such responsibilities and costs shall include those associated with the management activities discussed in the Plan. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor shall pay before delinquency all taxes, assessments, fee, and charges of whatever description levied on or assessed against the Property by competent authority, and shall furnish Grantee with satisfactory evidence of payment upon request.

10. Costs of Enforcement. Any costs incurred by Grantee in successfully enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and attorney’s fees, and any costs of restoration necessitated by Grantor’s violation of the terms of this Conservation Easement, shall be borne by Grantor.

11. Liability. Grantor and its successors shall hold harmless, indemnify and defend Grantee from and against all liabilities, penalties, costs, losses, damages, expenses causes of action, claims, demands or judgments, including attorneys fees, arising from or in any way connected with: 1) injury to or the death of any person, or physical damage to any property,

resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, 2) costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including but not limited to the maintenance of adequate comprehensive general liability coverage, payment of taxes, and keeping the Property free of liens; and 3) the existence or administration of this Conservation Easement.

12. Remedies. If Grantee determines that Grantor or successors are in violation of the terms of this Conservation Easement, Grantee may take any of the following actions, after 30 days written notice to Grantor or successors to correct the violation: 1) Grantee may itself correct the violation, including but not limited to restoration of any portion of the Property affected, to the condition that existed prior to the violation, and demand payment from Grantor for all costs associated with such action; 2) Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, for specific performance, to temporarily or permanently enjoin the violation, recover damages for violation of this Conservation Easement, including but not limited to the costs of restoration, and any other damages permitted by law. In any enforcement action Grantee shall not be required to prove either actual damages or the inadequacy of otherwise available remedies. Grantee's remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. As part of the consideration for this Conservation Easement, the parties hereby waive trial by jury in any action brought by either party pertaining to any matter whatsoever arising out of or in any way connected with this Conservation Easement.

13. Waiver. Grantor intends that enforcement of the terms and provisions of the Conservation Easement and the Plan shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, its heirs, successors, personal representatives or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach. Grantor hereby waives any defense of laches, estoppel, or prescription.

14. Assignment. Grantee agrees that it will hold this Conservation Easement exclusively for conservation purposes and that it will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this Conservation Easement exclusively for conservation purposes.

15. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Not later than thirty (30) days after execution of any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest, Grantor agrees to give written notice to Grantee of such transfer and provide a copy of the instrument.

16. Condemnation. If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

17. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

18. Notices; References. All notices, consents approvals or other communications hereunder shall be in writing and shall be deemed properly given as of the second business day after mailing if sent by United State certified mail, return receipt requested, or by overnight mail service (e.g., FedEx, UPS), addressed to the appropriate party or successor-in-interest, at the address above set forth or such new addresses as either party may in writing deliver to the other. References in this Conservation Easement to the Grantor or Grantee include their successors-in-interest.

19. Venue; Choice of Law; Waiver of Jury Trial. Any cause of action shall be brought in either the county or counties where the Property is situated or in Leon County. This Conservation Easement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. As part of the consideration for this Conservation Easement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Conservation Easement.

20. Amendment. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto, their successors or assigns. No amendment shall be effective until executed with the formality of a deed and recorded in the public records.

21. Subordination of Liens. Grantor agrees that if the Property is subject to a mortgage lien or any other form of lien or security pertaining to the Property, Grantor shall provide recorded or recordable documentation to verify that such lien or security interest is subordinate to this Conservation Easement.

22. Recording. Grantor shall record this Conservation Easement and any amendments in a timely fashion in the same manner as any other instrument asserting title to real property and must re-record it at any time as may be required to preserve the rights in this Conservation Easement.

TO HAVE AND TO HOLD unto grantee, its respective successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this easement shall not only be binding upon Grantor but also its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

Signed, sealed and delivered
In our presence as witnesses:

CITY OF PORT ORANGE
a Florida municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Printed Name: _____

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

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Donald O. Burnette, the Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the corporation. The above-named individual is personally known.

Notary Public State of Florida
Commission No:
Commission expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Robin L. Fenwick, the City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the corporation. The above-named individual is personally known to me.

Notary Public State of Florida
Commission No:
Commission expires:

GRANTEE'S ACCEPTANCE

The Florida Fish and Wildlife Conservation Commission hereby accepts the foregoing Conservation Easement.

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency:

FWC Attorney

SCHEDULE "A"

Exhibit "1"
(Phases 1, 2, and 3)

DESCRIPTION:

A portion of Sections 29, 30, 31 and 32, Township 16 South, Range 32 East, Volusia County, Florida being more particularly described as follows:

Commence at the East one quarter corner of Section 30, Township 16 South, Range 32 East, Volusia County, Florida; thence South 89°44'00" West, a distance of 470.31 feet, along the South line of the Northeast Quarter of said Section 30 to the POINT OF BEGINNING; thence departing said South line South 31°46'53" East, a distance of 678.55 feet; thence South 28°36'50" East, a distance of 150.31 feet; thence South 27°54'44" East, a distance of 451.06 feet; thence South 52°38'03" East, a distance of 134.40 feet; thence North 87°39'51" East, a distance of 150.79 feet; thence North 55°28'27" East, a distance of 149.90 feet; thence North 43°22'34" East, a distance of 150.47 feet; thence North 55°59'59" East, a distance of 146.46 feet; thence South 83°53'43" East, a distance of 150.08 feet; thence South 71°29'25" East, a distance of 149.13 feet; thence South 60°47'55" East, a distance of 150.21 feet; thence South 70°56'32" East, a distance of 150.74 feet; thence South 73°35'37" East, a distance of 150.75 feet; thence South 75°42'56" East, a distance of 150.73 feet; thence North 86°48'48" East, a distance of 144.96 feet; thence North 72°07'44" East, a distance of 150.65 feet; thence North 61°55'18" East, a distance of 141.67 feet; thence North 49°39'26" East, a distance of 149.33 feet; thence North 58°17'42" East, a distance of 150.51 feet; thence North 61°25'53" East, a distance of 150.60 feet; thence North 72°07'50" East, a distance of 149.34 feet; thence North 65°58'36" East, a distance of 144.66 feet; thence South 10°25'50" East, a distance of 144.44 feet; thence South 04°00'56" West, a distance of 150.14 feet; thence South 02°31'01" West, a distance of 150.03 feet; thence South 08°45'33" East, a distance of 149.64 feet; thence South 02°53'53" West, a distance of 148.83 feet; thence South 01°52'54" East, a distance of 150.19 feet; thence South

Continued on Sheet 2

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the South line of the Northeast Quarter of Section 30, Township 16 South, Range 32 East, Volusia County, Florida, being South 89°44'00" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

NOT VALID WITHOUT SHEETS 2-8

DESCRIPTION	Date: 05/08/2017 KR	Certification Number LB2108 61215005
FOR CITY OF PORT ORANGE, FLORIDA	Job Number: 61215 Scale: 1" = 1000'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com <i>James L. Petersen</i> JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	
	SHEET 1 OF 8 SEE SHEETS 4-5 FOR SKETCH	

Continued from Sheet 1

08°27'25" East, a distance of 149.91 feet; thence South 26°09'09" East, a distance of 148.59 feet; thence South 10°14'16" East, a distance of 149.93 feet; thence South 19°21'05" East, a distance of 150.11 feet; thence South 06°22'58" East, a distance of 150.03 feet; thence South 07°30'36" East, a distance of 150.10 feet; thence South 04°54'12" East, a distance of 150.15 feet; thence South 01°09'01" East, a distance of 146.95 feet; thence South 17°04'52" West, a distance of 149.23 feet; thence South 13°53'12" East, a distance of 148.72 feet; thence South 11°03'01" East, a distance of 146.61 feet; thence South 39°09'53" East, a distance of 149.31 feet; thence South 12°45'40" West, a distance of 138.79 feet; thence South 03°43'08" West, a distance of 149.20 feet; thence South 47°22'22" West, a distance of 145.95 feet; thence South 38°08'11" East, a distance of 52.25 feet; thence South 38°33'55" East, a distance of 104.22 feet; thence South 15°51'34" West, a distance of 115.00 feet; thence South 16°59'11" West, a distance of 115.00 feet; thence South 11°28'26" West, a distance of 114.50 feet; thence South 02°55'52" West, a distance of 114.82 feet; thence South 00°58'59" East, a distance of 114.88 feet; thence South 04°33'56" East, a distance of 114.97 feet; thence South 13°50'36" East, a distance of 114.94 feet; thence South 21°29'05" East, a distance of 114.87 feet; thence South 16°11'40" East, a distance of 114.59 feet; thence South 05°59'27" East, a distance of 114.38 feet; thence South 13°45'47" East, a distance of 113.40 feet; thence South 19°16'09" East, a distance of 114.99 feet; thence South 22°19'40" East, a distance of 114.47 feet; thence South 29°13'34" East, a distance of 115.00 feet; thence South 28°36'51" East, a distance of 114.42 feet; thence South 17°15'32" East, a distance of 115.01 feet; thence South 19°09'50" East, a distance of 115.00 feet; thence South 19°41'55" East, a distance of 114.95 feet; thence South 12°50'08" East, a distance of 114.99 feet; thence South 13°29'38" East, a distance of 114.95 feet; thence South 17°01'29" East, a distance of 115.00 feet; thence South 18°42'41" East, a distance of 115.01 feet; thence South 12°21'15" East, a distance of 114.45 feet; thence South 15°40'28" East, a distance of 114.41 feet; thence South 18°14'03" East, a distance of 114.62 feet; thence North 84°42'12" West, a distance of 80.58 feet; thence North 77°58'27" West, a distance of 113.68 feet; thence South 88°51'53" West, a distance of 115.19 feet; thence North 85°56'24" West, a distance of 115.35 feet; thence North 65°06'05" West, a distance of 110.03 feet; thence North 52°00'37" West, a distance of 113.75 feet; thence North 69°35'28" West, a distance of 115.34 feet; thence North 71°14'17" West, a distance of 115.19 feet; thence South 86°03'30" West, a distance of 115.20 feet; thence South 83°52'45" West, a distance of 114.37 feet; thence South 73°01'20" West, a distance of 115.37 feet; thence North 87°55'53" West, a distance of

Continued on Sheet 3



Drawing No. 61215005
Job No. 61215
Date: 05/08/2017
SHEET 2 OF 8
See Sheet 1 - 3 for Description

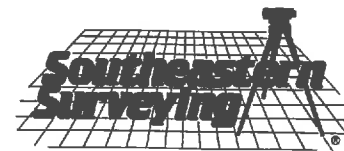
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NOT VALID WITHOUT SHEETS 1 THROUGH 8^e-mail: info@southeasternsurveying.com

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AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108

Continued from Sheet 2

114.66 feet; thence North 66°20'35" West, a distance of 110.16 feet; thence South 41°43'10" West, a distance of 50.18 feet; thence South 87°49'43" West, a distance of 238.93 feet; thence South 14°53'46" West, a distance of 104.34 feet; thence South 04°41'04" West, a distance of 238.04 feet; thence South 31°56'09" West, a distance of 116.88 feet; thence South 20°25'51" West, a distance of 117.99 feet; thence South 16°42'40" West, a distance of 238.11 feet; thence North 56°47'02" West, a distance of 101.84 feet; thence North 40°27'16" West, a distance of 114.00 feet; thence North 10°37'09" West, a distance of 238.06 feet; thence North 18°41'48" West, a distance of 117.07 feet; thence North 19°06'04" West, a distance of 115.16 feet; thence North 12°20'24" West, a distance of 113.82 feet; thence North 42°14'33" West, a distance of 238.44 feet; thence North 09°46'23" West, a distance of 116.91 feet; thence North 21°42'15" West, a distance of 116.29 feet; thence North 31°43'28" West, a distance of 357.42 feet; thence North 29°32'05" West, a distance of 119.05 feet; thence North 27°37'08" West, a distance of 357.34 feet; thence North 37°47'36" West, a distance of 118.80 feet; thence North 39°53'46" West, a distance of 238.40 feet; thence North 38°13'01" West, a distance of 118.98 feet; thence North 31°26'06" West, a distance of 714.84 feet; thence North 29°26'44" West, a distance of 118.44 feet; thence North 10°27'49" West, a distance of 357.10 feet; thence North 05°24'28" West, a distance of 118.15 feet; thence North 04°08'18" East, a distance of 119.02 feet; thence North 04°39'58" West, a distance of 117.89 feet; thence North 11°46'51" West, a distance of 238.07 feet; thence North 05°38'59" West, a distance of 118.97 feet; thence North 05°08'34" West, a distance of 238.04 feet; thence North 11°49'05" East, a distance of 118.57 feet; thence North 07°27'15" East, a distance of 117.23 feet; thence North 09°31'28" West, a distance of 238.06 feet; thence North 01°24'06" East, a distance of 119.02 feet; thence North 09°04'11" West, a distance of 82.33 feet; thence North 24°05'14" West, a distance of 2705.81 feet; thence North 75°33'12" East, a distance of 94.87 feet; thence South 82°43'27" East, a distance of 150.79 feet; thence North 82°42'43" East, a distance of 149.91 feet; thence North 80°07'25" East, a distance of 150.78 feet; thence South 62°11'10" East, a distance of 125.01 feet; thence South 31°46'53" East, a distance of 223.76 feet to the POINT OF BEGINNING.

Containing 377.62 acres, more or less.



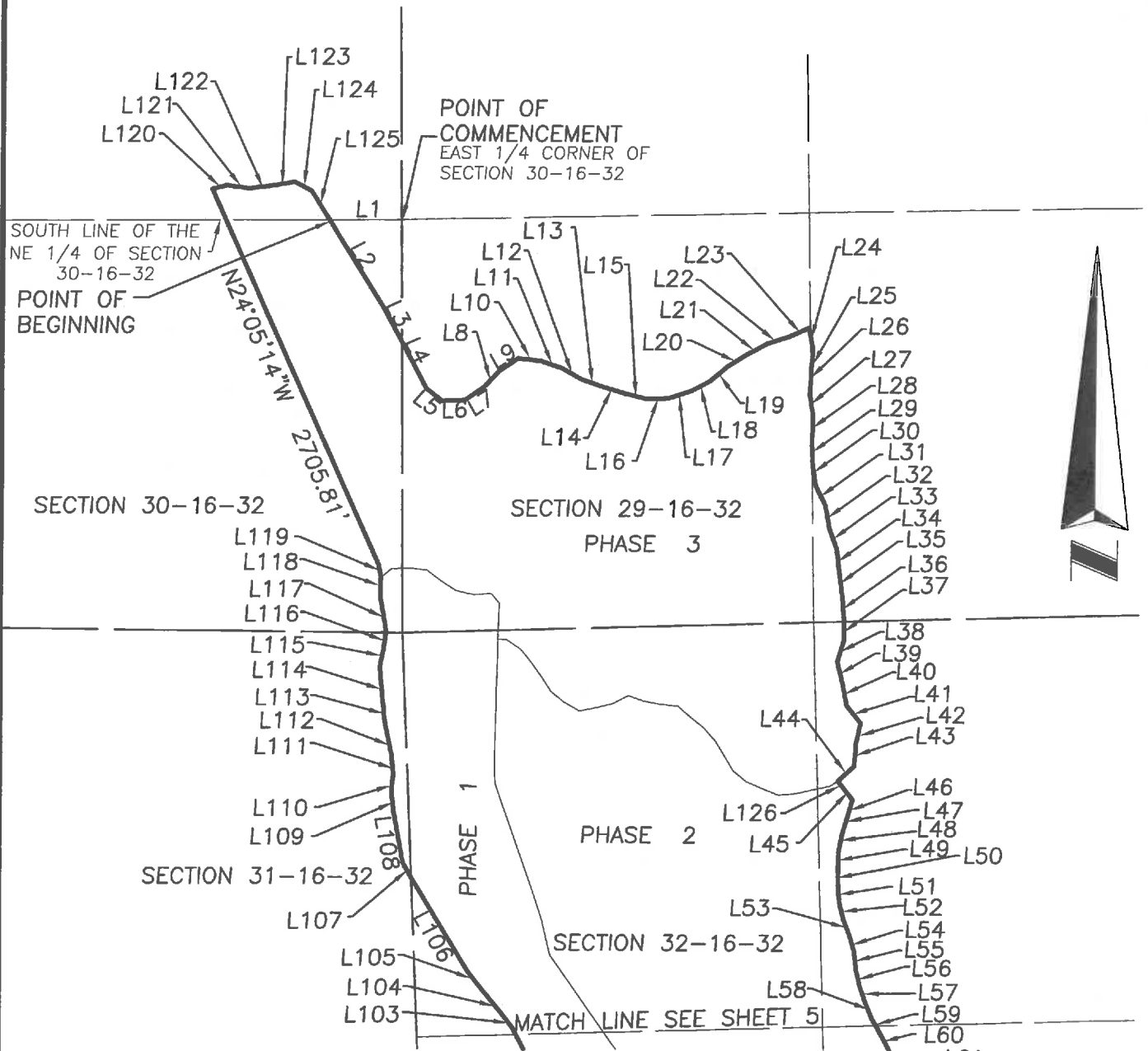
Drawing No. 61215005
Job No. 61215
Date: 05/08/2017
SHEET 3 OF 8
See Sheet 1 - 3 for Description

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Certification Number LB2108

e-mail: info@southeasternsurveying.com

SKETCH OF DESCRIPTION

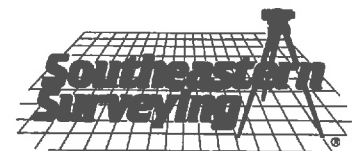
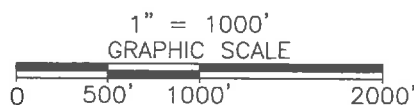


LEGEND :

L1 = LINE NUMBER

NOTE :

SEE SHEETS 6-8 FOR LINE TABLE.

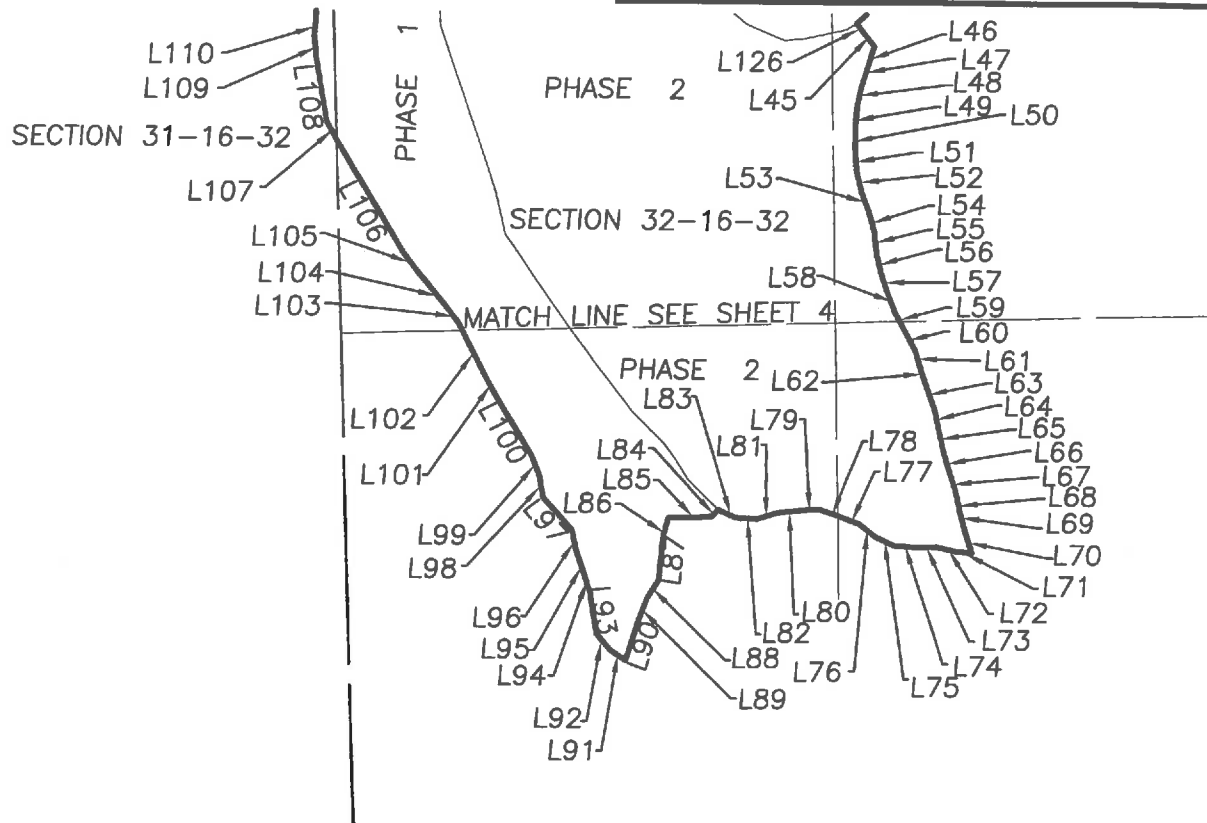


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Drawing No. 61215005
Job No. 61215
Date: 05/08/2017
SHEET 4 OF 8
See Sheet 1 - 3 for Description

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SKETCH OF DESCRIPTION

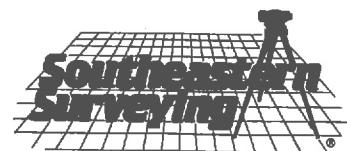
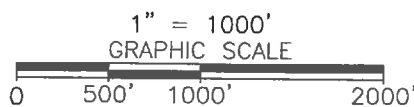


NOTE:

SEE SHEETS 6-8 FOR LINE TABLE.

LEGEND :

L1 = LINE NUMBER



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Drawing No. 61215005
Job No. 61215
Date: 05/08/2017
SHEET 5 OF 8
See Sheet 1 - 3 for Description

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LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°44'00"W	470.31'
L2	S31°46'53"E	678.55'
L3	S28°36'50"E	150.31'
L4	S27°54'44"E	451.06'
L5	S52°38'03"E	134.40'
L6	N87°39'51"E	150.79'
L7	N55°28'27"E	149.90'
L8	N43°22'34"E	150.47'
L9	N55°59'59"E	146.46'
L10	S83°53'43"E	150.08'
L11	S71°29'25"E	149.13'
L12	S60°47'55"E	150.21'
L13	S70°56'32"E	150.74'
L14	S73°35'37"E	150.75'
L15	S75°42'56"E	150.73'
L16	N86°48'48"E	144.96'
L17	N72°07'44"E	150.65'
L18	N61°55'18"E	141.67'
L19	N49°39'26"E	149.33'
L20	N58°17'42"E	150.51'
L21	N61°25'53"E	150.60'
L22	N72°07'50"E	149.34'
L23	N65°58'36"E	144.66'

LINE TABLE		
LINE #	BEARING	LENGTH
L24	S10°25'50"E	144.44'
L25	S04°00'56"W	150.14'
L26	S02°31'01"W	150.03'
L27	S08°45'33"E	149.64'
L28	S02°53'53"W	148.83'
L29	S01°52'54"E	150.19'
L30	S08°27'25"E	149.91'
L31	S26°09'09"E	148.59'
L32	S10°14'16"E	149.93'
L33	S19°21'05"E	150.11'
L34	S06°22'58"E	150.03'
L35	S07°30'36"E	150.10'
L36	S04°54'12"E	150.15'
L37	S01°09'01"E	146.95'
L38	S17°04'52"W	149.23'
L39	S13°53'12"E	148.72'
L40	S11°03'01"E	146.61'
L41	S39°09'53"E	149.31'
L42	S12°45'40"W	138.79'



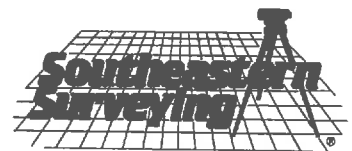
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Drawing No. 61215005
Job No. 61215
Date: 05/08/2017
SHEET 6 OF 8
See Sheet 1 - 3 for Description

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LINE TABLE		
LINE #	BEARING	LENGTH
L43	S03°43'08"W	149.20'
L44	S47°22'22"W	145.95'
L45	S38°33'55"E	104.22'
L46	S15°51'34"W	115.00'
L47	S16°59'11"W	115.00'
L48	S11°28'26"W	114.50'
L49	S02°55'52"W	114.82'
L50	S00°58'59"E	114.88'
L51	S04°33'56"E	114.97'
L52	S13°50'36"E	114.94'
L53	S21°29'05"E	114.87'
L54	S16°11'40"E	114.59'
L55	S05°59'27"E	114.38'
L56	S13°45'47"E	113.40'
L57	S19°16'09"E	114.99'
L58	S22°19'40"E	114.47'
L59	S29°13'34"E	115.00'
L60	S28°36'51"E	114.42'
L61	S17°15'32"E	115.01'
L62	S19°09'50"E	115.00'
L63	S19°41'55"E	114.95'
L64	S12°50'08"E	114.99'
L65	S13°29'38"E	114.95'

LINE TABLE		
LINE #	BEARING	LENGTH
L66	S17°01'29"E	115.00'
L67	S18°42'41"E	115.01'
L68	S12°21'15"E	114.45'
L69	S15°40'28"E	114.41'
L70	S18°14'03"E	114.62'
L71	N84°42'12"W	80.58'
L72	N77°58'27"W	113.68'
L73	S88°51'53"W	115.19'
L74	N85°56'24"W	115.35'
L75	N65°06'05"W	110.03'
L76	N52°00'37"W	113.75'
L77	N69°35'28"W	115.34'
L78	N71°14'17"W	115.19'
L79	S86°03'30"W	115.20'
L80	S83°52'45"W	114.37'
L81	S73°01'20"W	115.37'
L82	N87°55'53"W	114.66'
L83	N66°20'35"W	110.16'
L84	S41°43'10"W	50.18'



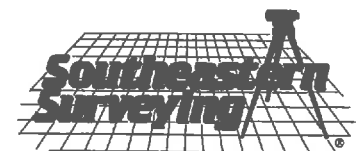
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Drawing No. 61215005
Job No. 61215
Date: 05/08/2017
SHEET 7 OF 8
See Sheet 1 - 3 for Description

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LINE TABLE		
LINE #	BEARING	LENGTH
L85	S87°49'43"W	238.93'
L86	S14°53'46"W	104.34'
L87	S04°41'04"W	238.04'
L88	S31°56'09"W	116.88'
L89	S20°25'51"W	117.99'
L90	S16°42'40"W	238.11'
L91	N56°47'02"W	101.84'
L92	N40°27'16"W	114.00'
L93	N10°37'09"W	238.06'
L94	N18°41'48"W	117.07'
L95	N19°06'04"W	115.16'
L96	N12°20'24"W	113.82'
L97	N42°14'33"W	238.44'
L98	N09°46'23"W	116.91'
L99	N21°42'15"W	116.29'
L100	N31°43'28"W	357.42'
L101	N29°32'05"W	119.05'
L102	N27°37'08"W	357.34'
L103	N37°47'36"W	118.80'
L104	N39°53'46"W	238.40'
L105	N38°13'01"W	118.98'
L106	N31°26'06"W	714.84'
L107	N29°26'44"W	118.44'

LINE TABLE		
LINE #	BEARING	LENGTH
L108	N10°27'49"W	357.10'
L109	N05°24'28"W	118.15'
L110	N04°08'18"E	119.02'
L111	N04°39'58"W	117.89'
L112	N11°46'51"W	238.07'
L113	N05°38'59"W	118.97'
L114	N05°08'34"W	238.04'
L115	N11°49'05"E	118.57'
L116	N07°27'15"E	117.23'
L117	N09°31'28"W	238.06'
L118	N01°24'06"E	119.02'
L119	N09°04'11"W	82.33'
L120	N75°33'12"E	94.87'
L121	S82°43'27"E	150.79'
L122	N82°42'43"E	149.91'
L123	N80°07'25"E	150.78'
L124	S62°11'10"E	125.01'
L125	N31°46'53"E	223.76'
L126	S38°08'11"E	52.25'



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Drawing No. 61215005
Job No. 61215
Date: 05/08/2017
SHEET 8 OF 8
See Sheet 1 - 3 for Description

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SCHEDULE "A"

Exhibit "1"
(Phases 4 and 5)

DESCRIPTION:

A portion of Sections 19, 29, 30 and 32, Township 16 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Commence at the East One Quarter corner of Section 30, Township 16 South, Range 32 East, Volusia County, Florida; thence South 89°44'00" West, a distance of 470.31 feet, along the South line of the Northeast Quarter of said Section 30, to the POINT OF BEGINNING; thence departing said South line North 31°46'53" West, a distance of 223.76 feet; thence North 62°11'10" West, a distance of 125.01 feet; thence South 80°07'25" West, a distance of 150.78 feet; thence South 82°42'43" West, a distance of 149.91 feet; thence North 82°43'27" West, a distance of 150.79 feet; thence South 75°33'12" West, a distance of 94.87 feet; thence North 25°43'44" West, a distance of 83.87 feet; thence North 23°46'28" West, a distance of 1057.03 feet; thence North 25°44'16" West, a distance of 150.96 feet; thence North 26°59'29" West, a distance of 604.12 feet; thence North 27°20'27" West, a distance of 151.03 feet; thence North 27°28'17" West, a distance of 453.10 feet; thence North 28°15'03" West, a distance of 151.00 feet; thence North 30°25'51" West, a distance of 604.23 feet; thence North 29°04'51" West, a distance of 150.96 feet; thence North 26°26'28" West, a distance of 1510.25 feet; thence North 25°42'53" West, a distance of 140.67 feet; thence South 45°56'57" East, a distance of 756.03 feet; thence North 88°30'58" East, a distance of 139.53 feet; thence North 77°24'24" East, a distance of 151.45 feet; thence North 80°44'47" East, a distance of 454.40 feet; thence North 77°36'11" East, a distance of 151.34 feet; thence North 75°59'11" East, a distance of 302.89 feet; thence South 77°56'36" East, a distance of 142.87 feet; thence South 63°40'19" East, a distance of 151.37 feet; thence South 70°52'21" East, a distance of 150.59 feet; thence South 75°51'00" East, a distance of 302.89 feet; thence

Continued on Sheet 2

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the South line of the Northeast Quarter of Section 30, Township 16 South, Range 32 East, Volusia County, Florida, being South 89°44'00" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

NOT VALID WITHOUT SHEETS 2-10

DESCRIPTION FOR CITY OF PORT ORANGE, FLORIDA	Date: 05/03/2017 KR		Certification Number LB2108 61215004
	Job Number: 61215	Scale: 1" = 1000'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com <i>James L. Petersen</i> JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 10 SEE SHEET 5-10 FOR SKETCH		

DESCRIPTION continued from Sheet 1:

North 88°11'28" East, a distance of 149.99 feet; thence North 84°10'20" East, a distance of 151.47 feet; thence South 40°57'00" East, a distance of 118.57 feet; thence South 14°46'12" East, a distance of 150.95 feet; thence South 16°15'48" East, a distance of 150.25 feet; thence South 36°51'51" East, a distance of 302.23 feet; thence South 33°12'57" East, a distance of 148.85 feet; thence South 06°45'32" East, a distance of 150.92 feet; thence South 18°46'28" East, a distance of 148.46 feet; thence South 27°56'29" East, a distance of 151.04 feet; thence South 32°03'44" East, a distance of 302.14 feet; thence South 34°02'18" East, a distance of 150.09 feet; thence South 56°07'45" East, a distance of 302.61 feet; thence South 53°13'11" East, a distance of 151.20 feet; thence South 52°08'06" East, a distance of 151.27 feet; thence South 67°23'23" East, a distance of 84.31 feet; thence North 79°48'03" East, a distance of 134.33 feet; thence North 73°28'41" East, a distance of 133.94 feet; thence North 70°39'23" East, a distance of 402.87 feet; thence North 70°31'58" East, a distance of 134.29 feet; thence North 69°39'56" East, a distance of 268.57 feet; thence South 15°12'36" West, a distance of 105.25 feet; thence South 22°16'43" West, a distance of 133.91 feet; thence South 21°49'03" West, a distance of 133.85 feet; thence South 15°29'17" West, a distance of 133.88 feet; thence South 04°06'30" East, a distance of 133.75 feet; thence South 04°19'50" East, a distance of 133.84 feet; thence South 11°38'08" East, a distance of 131.91 feet; thence South 24°50'51" East, a distance of 267.86 feet; thence South 24°40'40" East, a distance of 133.91 feet; thence South 19°31'34" East, a distance of 133.90 feet; thence South 15°47'39" East, a distance of 133.83 feet; thence South 12°25'17" East, a distance of 133.62 feet; thence South 07°57'25" East, a distance of 401.55 feet; thence South 10°28'58" West, a distance of 132.42 feet; thence South 14°19'23" West, a distance of 133.87 feet; thence South 45°15'05" East, a distance of 130.33 feet; thence South 48°06'35" East, a distance of 134.12 feet; thence South 74°16'04" East, a distance of 122.20 feet; thence North 82°53'33" East, a distance of 134.34 feet; thence South 74°26'40" East, a distance of 119.08 feet; thence South 41°13'16" East, a distance of 134.06 feet; thence South 14°10'38" East, a distance of 127.95 feet; thence South 19°32'47" East, a distance of 127.36 feet; thence South 29°55'33" East, a distance of 131.18 feet; thence South 37°26'46" East, a distance of 129.94 feet; thence South 16°26'33" East, a distance of 133.72 feet; thence South 23°47'23" East, a distance of 132.50 feet; thence South 22°42'26" East, a distance of 131.83 feet; thence South 12°43'55" East, a distance of 133.86 feet; thence South 14°00'32" East, a distance of 133.84 feet; thence South 15°11'09" East, a distance of 133.87 feet; thence South 15°04'21" East, a distance of

Continued on Sheet 3



Drawing No. 61215004
Job No. 61215
Date: 05/03/2017
SHEET 2 OF 10
See Sheet 1 for Description

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Certification Number LB2108

DESCRIPTION continued from Sheet 2:

133.87 feet; thence South 14°30'21" East, a distance of 401.61 feet; thence South 18°22'09" East, a distance of 130.11 feet; thence South 64°30'03" East, a distance of 134.25 feet; thence South 66°46'39" East, a distance of 134.17 feet; thence South 68°49'54" East, a distance of 134.28 feet; thence South 55°29'44" East, a distance of 133.01 feet; thence South 27°08'15" East, a distance of 121.75 feet; thence South 00°25'27" West, a distance of 133.73 feet; thence South 06°27'37" West, a distance of 132.65 feet; thence South 22°47'47" West, a distance of 133.91 feet; thence South 35°25'18" West, a distance of 133.79 feet; thence South 16°02'33" West, a distance of 130.55 feet; thence South 04°18'58" West, a distance of 133.84 feet; thence South 04°32'53" West, a distance of 401.53 feet; thence South 35°59'17" West, a distance of 118.71 feet; thence South 60°48'03" West, a distance of 134.18 feet; thence South 65°44'46" West, a distance of 134.26 feet; thence North 85°01'56" West, a distance of 51.34 feet; thence North 03°43'08" East, a distance of 149.20 feet; thence North 12°45'40" East, a distance of 138.79 feet; thence North 39°09'53" West, a distance of 149.31 feet; thence North 11°03'01" West, a distance of 146.61 feet; thence North 13°53'12" West, a distance of 148.72 feet; thence North 17°04'52" East, a distance of 149.23 feet; thence North 01°09'01" West, a distance of 146.95 feet; thence North 04°54'12" West, a distance of 150.15 feet; thence North 07°30'36" West, a distance of 150.10 feet; thence North 06°22'58" West, a distance of 150.03 feet; thence North 19°21'05" West, a distance of 150.11 feet; thence North 10°14'16" West, a distance of 149.93 feet; thence North 26°09'09" West, a distance of 148.59 feet; thence North 08°27'25" West, a distance of 149.91 feet; thence North 01°52'54" West, a distance of 150.19 feet; thence North 02°53'53" East, a distance of 148.83 feet; thence North 08°45'33" West, a distance of 149.64 feet; thence North 02°31'01" East, a distance of 150.03 feet; thence North 04°00'56" East, a distance of 150.14 feet; thence North 10°25'50" West, a distance of 144.44 feet; thence South 65°58'36" West, a distance of 144.66 feet; thence South 72°07'50" West, a distance of 149.34 feet; thence South 61°25'53" West, a distance of 150.60 feet; thence South 58°17'42" West, a distance of 150.51 feet; thence South 49°39'26" West, a distance of 149.33 feet; thence South 61°55'18" West, a distance of 141.67 feet; thence South 72°07'44" West, a distance of 150.65 feet; thence South 86°48'48" West, a distance of 144.96 feet; thence North 75°42'56" West, a distance of 150.73 feet; thence North 73°35'37" West, a distance of 150.75 feet; thence North 70°56'32" West, a distance of 150.74 feet; thence North 60°47'55" West, a distance of 150.21 feet; thence North 71°29'25" West, a distance of 149.13 feet; thence North 83°53'43" West, a distance of 150.08 feet; thence South 55°59'59" West, a distance of

Continued on Sheet 4



Drawing No. 61215004
Job No. 61215
Date: 05/03/2017
SHEET 3 OF 10
See Sheet 1 for Description

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DESCRIPTION continued from Sheet 3:

146.46 feet; thence South 43°22'34" West, a distance of 150.47 feet; thence South 55°28'27" West, a distance of 149.90 feet; thence South 87°39'51" West, a distance of 150.79 feet; thence North 52°38'03" West, a distance of 134.40 feet; thence North 27°54'44" West, a distance of 451.06 feet; thence North 28°36'50" West, a distance of 150.31 feet; thence North 31°46'53" West, a distance of 678.55 feet to the POINT OF BEGINNING.

Containing 381.76 acres, more or less.

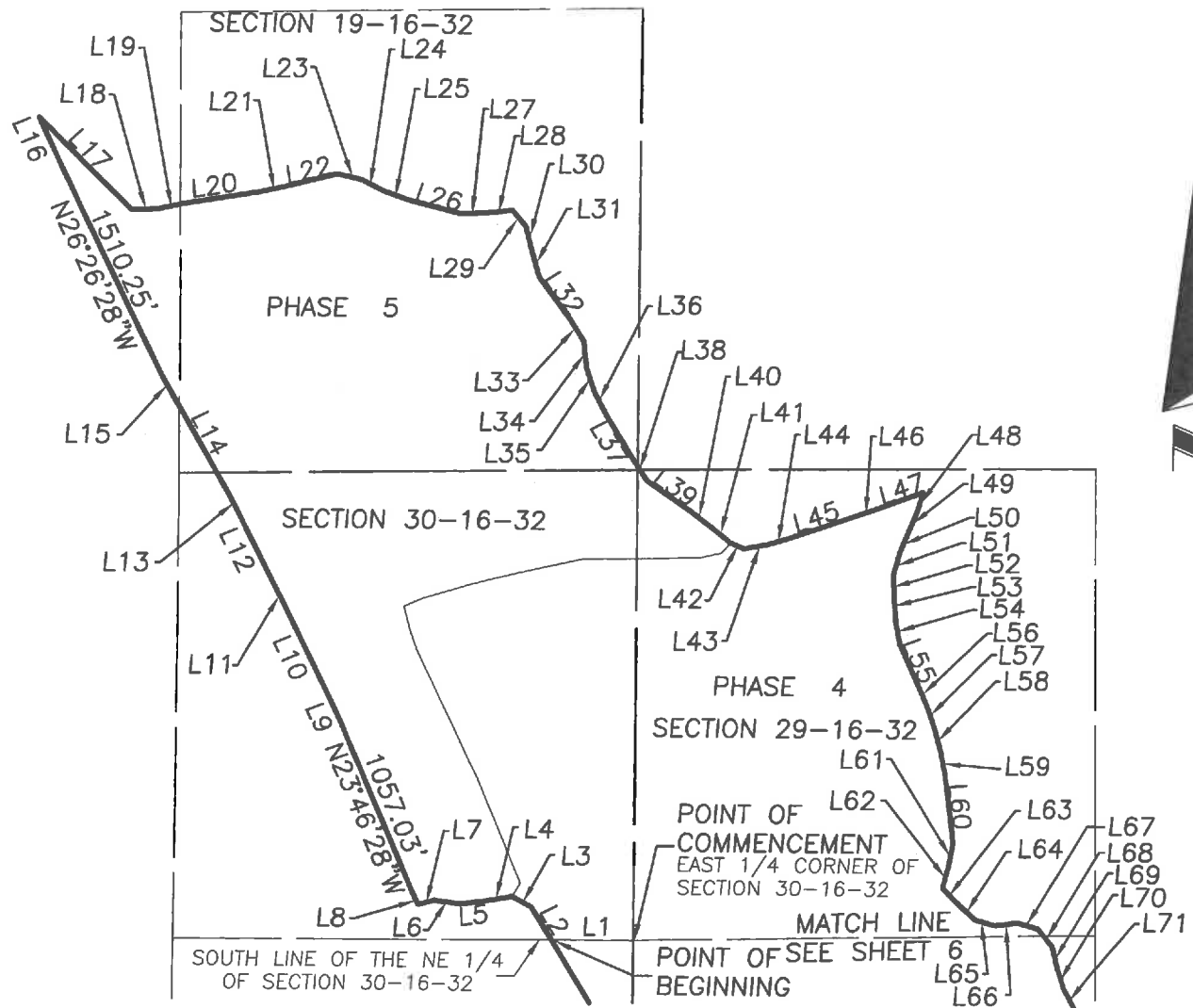


Drawing No. 61215004
Job No. 61215
Date: 05/03/2017
SHEET 4 OF 10
See Sheet 1 for Description

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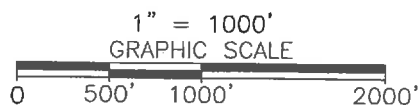
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SKETCH OF DESCRIPTION



NOTE :

SEE SHEETS 7 - 10 FOR LINE TABLES



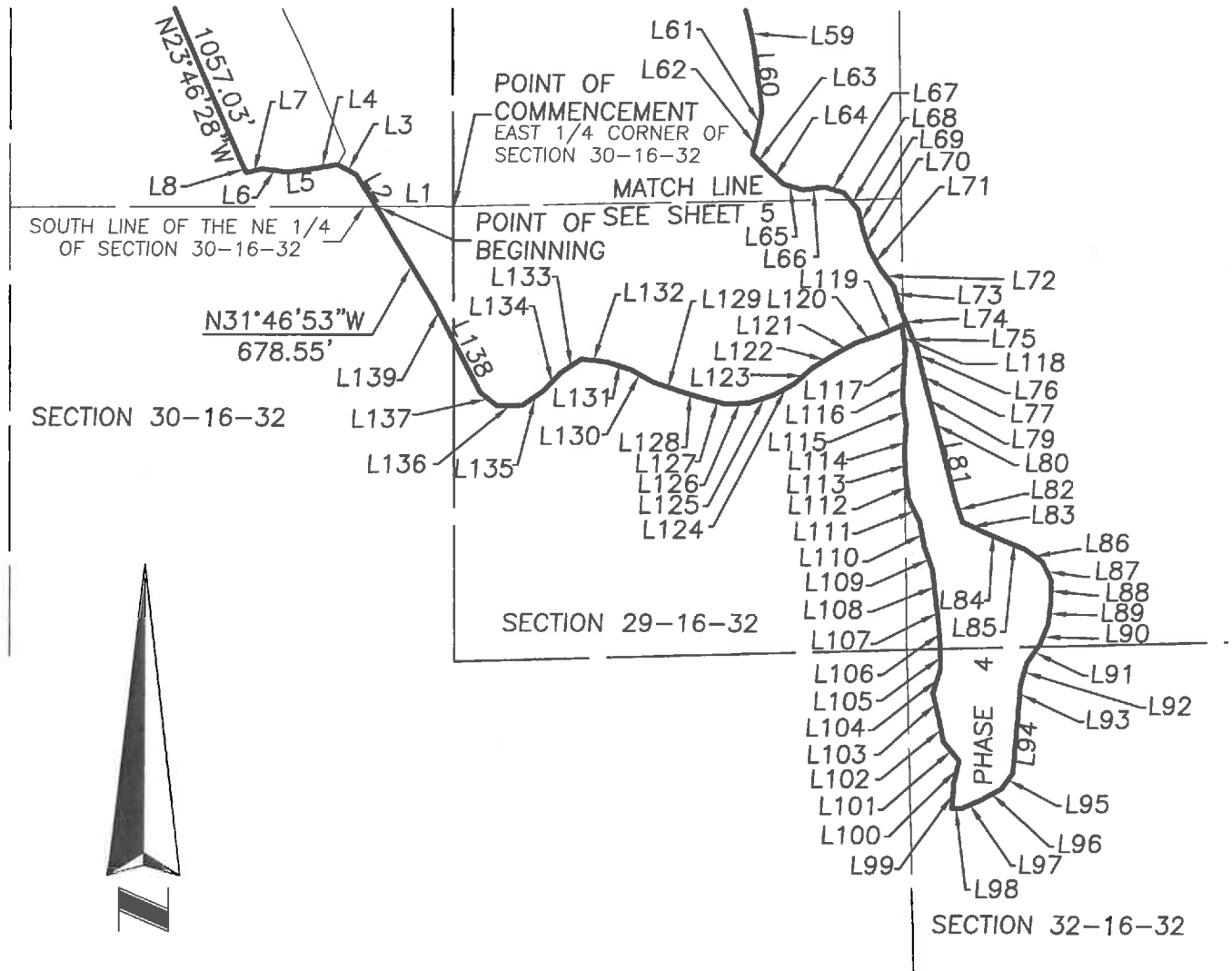
Drawing No. 61215004
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SHEET 5 OF 10
See Sheet 1 for Description

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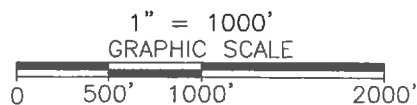
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SKETCH OF DESCRIPTION



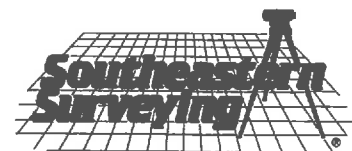
NOTE :

SEE SHEETS 7 - 10 FOR LINE TABLES.



Drawing No. 61215004
Job No. 61215
Date: 05/03/2017
SHEET 6 OF 10
See Sheet 1 for Description

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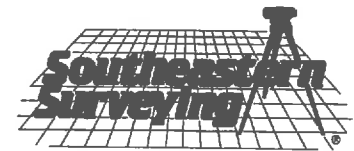


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SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°44'00"W	470.31'
L2	N31°46'53"W	223.76'
L3	N62°11'10"W	125.01'
L4	S80°07'25"W	150.78'
L5	S82°42'43"W	149.91'
L6	N82°43'27"W	150.79'
L7	S75°33'12"W	94.87'
L8	N25°43'44"W	83.87'
L9	N25°44'16"W	150.96'
L10	N26°59'29"W	604.12'
L11	N27°20'27"W	151.03'
L12	N27°28'17"W	453.10'
L13	N28°15'03"W	151.00'
L14	N30°25'51"W	604.23'
L15	N29°04'51"W	150.96'
L16	N25°42'53"W	140.67'
L17	S45°56'57"E	756.03'
L18	N88°30'58"E	139.53'
L19	N77°24'24"E	151.45'
L20	N80°44'47"E	454.40'
L21	N77°36'11"E	151.34'
L22	N75°59'11"E	302.89'
L23	S77°56'36"E	142.87'

LINE TABLE		
LINE #	BEARING	LENGTH
L24	S63°40'19"E	151.37'
L25	S70°52'21"E	150.59'
L26	S75°51'00"E	302.89'
L27	N88°11'28"E	149.99'
L28	N84°10'20"E	151.47'
L29	S40°57'00"E	118.57'
L30	S14°46'12"E	150.95'
L31	S16°15'48"E	150.25'
L32	S36°51'51"E	302.23'
L33	S33°12'57"E	148.85'
L34	S06°45'32"E	150.92'
L35	S18°46'28"E	148.46'
L36	S27°56'29"E	151.04'
L37	S32°03'44"E	302.14'
L38	S34°02'18"E	150.09'
L39	S56°07'45"E	302.61'
L40	S53°13'11"E	151.20'
L41	S52°08'06"E	151.27'
L42	S67°23'23"E	84.31'



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Drawing No. 61215004
Job No. 61215
Date: 05/03/2017
SHEET 7 OF 10
See Sheet 1 for Description

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SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L43	N79°48'03"E	134.33'
L44	N73°28'41"E	133.94'
L45	N70°39'23"E	402.87'
L46	N70°31'58"E	134.29'
L47	N69°39'56"E	268.57'
L48	S15°12'36"W	105.25'
L49	S22°16'43"W	133.91'
L50	S21°49'03"W	133.85'
L51	S15°29'17"W	133.88'
L52	S04°06'30"E	133.75'
L53	S04°19'50"E	133.84'
L54	S11°38'08"E	131.91'
L55	S24°50'51"E	267.86'
L56	S24°40'40"E	133.91'
L57	S19°31'34"E	133.90'
L58	S15°47'39"E	133.83'
L59	S12°25'17"E	133.62'
L60	S07°57'25"E	401.55'
L61	S10°28'58"W	132.42'
L62	S14°19'23"W	133.87'
L63	S45°15'05"E	130.33'
L64	S48°06'35"E	134.12'
L65	S74°16'04"E	122.20'

LINE TABLE		
LINE #	BEARING	LENGTH
L66	N82°53'33"E	134.34'
L67	S74°26'40"E	119.08'
L68	S41°13'16"E	134.06'
L69	S14°10'38"E	127.95'
L70	S19°32'47"E	127.36'
L71	S29°55'33"E	131.18'
L72	S37°26'46"E	129.94'
L73	S16°26'33"E	133.72'
L74	S23°47'23"E	132.50'
L75	S22°42'26"E	131.83'
L76	S12°43'55"E	133.86'
L77	S14°00'32"E	133.84'
L78	NOT USED	
L79	S15°11'09"E	133.87'
L80	S15°04'21"E	133.87'
L81	S14°30'21"E	401.61'
L82	S18°22'09"E	130.11'
L83	S64°30'03"E	134.25'
L84	S66°46'39"E	134.17'



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Drawing No. 61215004
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Date: 05/03/2017
SHEET 8 OF 10
See Sheet 1 for Description

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SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L85	S68°49'54"E	134.28'
L86	S55°29'44"E	133.01'
L87	S27°08'15"E	121.75'
L88	S00°25'27"W	133.73'
L89	S06°27'37"W	132.65'
L90	S22°47'47"W	133.91'
L91	S35°25'18"W	133.79'
L92	S16°02'33"W	130.55'
L93	S04°18'58"W	133.84'
L94	S04°32'53"W	401.53'
L95	S35°59'17"W	118.71'
L96	S60°48'03"W	134.18'
L97	S65°44'46"W	134.26'
L98	N85°01'56"W	51.34'
L99	N03°43'08"E	149.20'
L100	N12°45'40"E	138.79'
L101	S39°09'53"E	149.31'
L102	N11°03'01"W	146.61'
L103	N13°53'12"W	148.72'
L104	N17°04'52"E	149.23'
L105	N01°09'01"W	146.95'
L106	N04°54'12"W	150.15'
L107	N07°30'36"W	150.10'

LINE TABLE		
LINE #	BEARING	LENGTH
L108	N06°22'58"W	150.03'
L109	N19°21'05"W	150.11'
L110	N10°14'16"W	149.93'
L111	N26°09'09"W	148.59'
L112	N08°27'25"W	149.91'
L113	N01°52'54"W	150.19'
L114	N02°53'53"E	148.83'
L115	N08°45'33"W	149.64'
L116	N02°31'01"E	150.03'
L117	N04°00'56"E	150.14'
L118	N10°25'50"W	144.44'
L119	S65°58'36"W	144.66'
L120	S72°07'50"W	149.34'
L121	S61°25'53"W	150.60'
L122	S58°17'42"W	150.51'
L123	S49°39'26"W	149.33'
L124	S61°55'18"W	141.67'
L125	S72°07'44"W	150.65'
L126	S86°48'48"W	144.96'



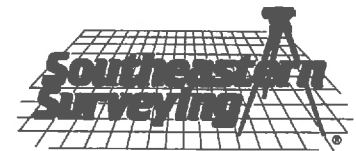
SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108

Drawing No. 61215004
Job No. 61215
Date: 05/03/2017
SHEET 9 OF 10
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEETS 1 THROUGH 10^e-mail: info@southeasternsurveying.com

SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L127	N75°42'56"W	150.73'
L128	N73°35'37"W	150.75'
L129	N70°56'32"W	150.74'
L130	N60°47'55"W	150.21'
L131	N71°29'25"W	149.13'
L132	N83°53'43"W	150.08'
L133	S55°59'59"W	146.46'
L134	S43°22'34"W	150.47'
L135	S55°28'27"W	149.90'
L136	S87°39'51"W	150.79'
L137	N52°38'03"W	134.40'
L138	N27°54'44"W	451.06'
L139	N28°36'50"W	150.31'



Drawing No. 61215004
 Job No. 61215
 Date: 05/03/2017
 SHEET 10 OF 10
 See Sheet 1 for Description

THIS IS NOT A SURVEY.
 NOT VALID WITHOUT SHEETS 1 THROUGH 10^e-mail: info@southeasternsurveying.com

SOUTHEASTERN SURVEYING
 AND MAPPING CORPORATION
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407) 292-8580
 Certification Number LB2108

Exhibit "2"

CITY OF PORT ORANGE FOREST CONSERVATION & MANAGEMENT PLAN PORT ORANGE GOPHER TORTOISE RECIPIENT SITE-ALL PHASES APRIL 2017

1.0 INTRODUCTION

The management of the City of Port Orange Forest has been in place for 27 years. The City Forest will be managed to provide habitat for native plant and wildlife species. Particular emphasis is placed on managing for threatened, endangered and special concern species and is managed to create and maintain the historical habitat conditions found in Pre-Columbian Florida.

1.1 Upland Management

The management objective in the pine upland habitat type will be to establish and maintain successional diversity. Food production for most species occurs in the early succession stages of the cover type. Most of the wetland stands will be maintained in the mature forest stages, this makes the early stages of upland development even more important to the wildlife species supported by the City Forest such as gopher tortoises and gopher frogs as well as many other species.

1.1.1 Upland Understory Restoration

The restoration of the understory will be accomplished by roller chopping and/or burning. The roller chopping maintains palmetto and gallberry dominance and allows other understory species to thrive. These plants are still found but at present are very minor components. When exposed to sunlight the disturbance caused by the roller chopping and burning, plants respond with rapid growth and seed production. Prescribed burning has been and will be used to prevent the reoccurrence of palmetto dominance. Roller chopping will not be utilized within 25 feet of a gopher tortoise burrow during nesting season (summer and early fall).

1.1.2 Upland Overstory Restoration

Historically slash and longleaf pine canopy predominantly occupied this site. Invading pond pines where present will be removed. Snags, future snags and nesting trees will be marked and protected. The slash and longleaf stands will be re-established by planting one-year-old nursery stock. Planting is planned to provide some areas of open, some areas of heavy stocking and some areas of light stocking. The goal for restoring the pine canopy includes a minimum of 300 trees per acre must survive in each stand.

To prevent pine dominance of the uplands, periodic thinning will occur to maintain average basal areas at 50 square feet per acre. The surviving longleaf will be protected and natural reseeding encouraged through timing of the application of prescribed fire to coincide with seed release. In stands less than 50 square feet of basal area, the reforestation will coincide with understory restoration.

Nesting cavities are a limiting factor for many species of birds. The City Forest will maintain 15 trees per acre for snags, future snags and nesting trees. Areas without suitable trees will be planted.

The understory and overstory restoration will occur on 100 acres each year until the uplands are fully restored to the historic fire climax vegetation. Twenty-five percent of the uplands will be maintained in the early successional stages using selective harvesting and understory restoration where needed.

1.2 Sand Pine and Scrub Oak Management

The majority of hard mast production occurs on the upland scrub, primarily from scrub oak species. This food source is an important wildlife component providing critical calories prior to winter stress.

Fire kills the above ground stems of all but the largest oaks and sets back acorn production for seven years. This cover type is protected from fire during prescribed burning.

1.3 Wetland Management

Historically cypress harvesting occurred on the site. These stands have regenerated naturally. A dragline roadway was constructed as a part of this logging operation. This roadway dams sheet flow and interrupts the natural hydroperiod. Ten-foot wide openings to the original grade were installed every 600 feet to restore the sheet water flow of water into the wetland.

No harvesting or mechanical equipment will be permitted in the wetlands. The tract boundaries will be marked, posted and maintained. Security prevents poaching timber trespass and livestock trespass. Fire lines on adjacent uplands are maintained by disking and returned to natural grade. Fire will be excluded from the wetlands by timing prescribed burning with water levels in the wetlands.

1.4 Wildlife Management

Historically this tract was intensely hunted with little regard to game laws. Cattle grazing without rotation eliminated or diminished most non-game species. When the City began its restoration program the cattle were eliminated. Hunting continues but under strict regulation and with the elimination of dogs used in hunting game. Both game and non-game species have dramatically increased in numbers. Deer population is close to exceeding the carrying capacity. Hunting is limited to primitive weapons and used as a management tool to prevent

overpopulation. Harvest records and population levels are measured each year to insure healthy population levels.

1.5 Prescribed Burning

Prescribed burning on the City Forest will occur on a three-year average. Recent Nature Conservancy research shows positive understory response from a varied fire schedule. At a minimum an average of 300 acres each year will be burned.

1.6 Other Protected Species

Rugel's PawPaw (*Deeringothamnus rugelii*)

This property contains over half of the known population of the Rugel's PawPaw. The conservation and management of this property could well determine the future of this species.

The Rugel's PawPaw is found only in Eastern Volusia County. It has been documented in only twenty-nine locations and the total known population is 4,639 plants. The plant is a fire climax species and is threatened by lack of fire, development and grazing. By far the majority of this species is located on sites where the City of Port Orange has completed understory restoration.

The City of Port Orange has committed to establishing a nursery, which researches, documents and propagates the Rugel's PawPaw. The City will plant the species in suitable secure locations developed by the Florida Natural Area Inventory. The City will adopt this species and insure both its survival and the long-term health and availability of the species.

2.0 GOPHER TORTOISE MANAGEMENT

The goal of the management plan with respect to the gopher tortoise is to restore and maintain secure, viable populations of gopher tortoises. Proposed management actions

described above shall improve gopher tortoise carrying capacity on lands, increase diversity and abundance of food and improve the quality of tortoise habitat.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: No

SUBJECT: (J21) City Manager Comments

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Approve removal of positions from frozen list.

SUMMARY: As indicated in the last Council meeting the City Manager would like Council to consider unfreezing additional personnel from the 2018 budget list. The city manager deems these new positions important to public safety and/or are not impacting or decreasing pressure on the FY18 general fund.

PD CSO.

PD Officer (April 18).

Community Development Admin Assistant (results in a decrease in overall budget expenditure)

Public Utilities new positions not affecting the General Fund.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 09/26/2017
Approved - 10/04/2017
Final Approval - 10/05/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: Yes

SUBJECT: (J21a) Report on the intent to award a Sole Source Purchase to Sunstate Meter & Supply, Inc.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Report on the intent to award to Sunstate Meter & Supply, Inc. as the City's sole source provider for Neptune Meters and products. This approval will be for a two-year period with a spending authority of \$500,000 per fiscal year. This is a City Manager approval that he deemed of enough significance to bring forward to Council for awareness due to the nature and subject of the contract (water meters).

SUMMARY: The Public Utilities Department is requesting City Manager approval to award Sunstate Meter & Supply, Inc. as the City's sole source provider for Neptune Meters and products. This approval will be for a two-year period with a spending authority of \$500,000 per fiscal year.

Sunstate Meter & Supply is the sole source distributor of Neptune Products in Florida. We purchase Neptune Meters of various sizes and several different Neptune products to install or repair these meters. We are approaching the final stages of our Meter Replacement Program. The approval of this sole source will provide flexibility to purchase additional Neptune Meters and products in a timely manner to meet any existing and future utility customer demands.

Project No.: <u>ZMI044</u>	Funding Account No.: <u>401 0800 536 4931</u>
<u>ZMI044</u>	<u>401 0800 536 6431</u>
<u>none</u>	<u>401 0800 536 4933</u>
<u>none</u>	<u>401 0800 536 6431</u>
<u>none</u>	<u>401 0800 536 5218</u>

ATTACHMENTS:

1.	Standard Contract for Services	Sunstate Meter & Supply Inc Standard Contract for Services.pdf
2.	Department Justification Memo	Public Utilities Department - Sunstate Meter Sole Source.pdf
3.	Approved Demand Star Documents	Approved JW 17-32 Sole Source Sunstate Meter.pdf
4.	Letter from Manufacture	Neptune Water Products sole source letter.pdf
5.	Price List - 2 year agreement	Sunstate Meter Pricing for 2 year agreement.pdf

Robin Fenwick	Created/Initiated - 09/15/2017
Julia Wiggins	Approved - 09/25/2017
Rick Wilson	Approved - 09/25/2017
Lynn Stevens	Approved - 09/25/2017
Tracey Riehm	Approved - 10/03/2017
Margaret Roberts	Approved - 10/04/2017
Jake Johansson	Approved - 10/04/2017
Robin Fenwick	Final Approval - 10/05/2017



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **SUNSTATE METER & SUPPLY, INC.** ("Contractor"), a Florida corporation whose principal address is 14001 West Newberry Road, Newberry, Florida 32669. The City and Contractor are collectively referred to herein as the "Parties".

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Neptune water meters and products.
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution, the term of this Contract shall commence on October 17, 2017 and shall continue for two (2) years (the "Term").

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," attached hereto, subject to a limit not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per fiscal year. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

4. Contract Administration. The Public Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

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

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

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

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

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

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

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

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

[Remainder of this page intentionally left blank]

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	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 work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 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
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Department Head waives Insurance for work under \$ _____, unless otherwise required by law.		

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

13. Modifications or Changes to this Contract

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

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

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

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

14. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

17. Inspection

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

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

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

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

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

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

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing

subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between this Contract and Exhibit No. 1, this Contract shall control.

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: Lynn Steven, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Sunstate Meter & Supply, Inc.
Attention: Jeff Kimbrough, Sales Representative
Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry, Florida 32669
(352) 332-7106 – business
(352) 516-9791 – mobile
(352) 332-5601 – facsimile
JJKimbro@cs.com

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

26. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

Witnesses:

SUNSTATE METER & SUPPLY, INC.

By: _____

N. A. Ellenburg, 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: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by N. A. Ellenburg, as President of Sunstate Meter & Supply, Inc., a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
M.H. Johansson, City Manager

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 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.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



Sunstate Meter & Supply, Inc.
14001 W. Newberry Road, Newberry, FL 32669
"Florida's Leading Distributor of Automated Meter Reading Systems"

Phone: 352.332.7106
Fax: 352.332.5604

August 18, 2017

Ms. Rick Wilson
Assistant Utilities Director
City of Port Orange
500 Oak St.
Port Orange, FL 32127

**RE: NEPTUNE WATER METER PRICE AGREEMENT / FISCAL YEAR'S
2017-18 & 2018-19**

Mr. Wilson,

Listed below are the prices you have requested:

Description	Unit Price
5/8"x3/4" T10 Double Check Meter Complete W/Ecoder Pit Gallon Encoder	\$216.81
5/8"x3/4" T10 Bronze Bottom Meter Complete W/Ecoder Pit Gallon Encoder	\$88.16
5/8"x3/4" T10 Bronze Bottom Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$90.16
3/4" T10 Bronze Bottom Meter Complete W/Ecoder Pit Gallon Encoder	\$116.55
3/4" T10 Bronze Bottom Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$118.55
1" T10 Bronze Bottom Meter Complete W/Ecoder Pit Gallon Encoder	\$150.78
1" T10 Bronze Bottom Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$152.78
1 1/2" T10 Bronze Bottom Meter Complete W/Ecoder Pit Gallon Encoder	\$306.82
2" T10 Meter Complete W/Ecoder Pit Gallon Encoder	\$425.67
1 1/2" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder (10" Length)	\$535.56
1 1/2" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder (10" Length)	\$537.56
1 1/2" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder (13" Length)	\$697.98
1 1/2" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder (13" Length)	\$699.88
2" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder (10" Length)	\$639.49
2" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder (10" Length)	\$641.49
3" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$819.42
3" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$821.42

EXHIBIT "1"

**Sunstate Meter & Supply, Inc.**

14001 W. Newberry Road, Newberry, FL 32669

*"Florida's Leading Distributor of Automated Meter Reading Systems"***Phone: 352.332.7106****Fax: 352.332.5604**

4" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$1,010.43
4" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$1,012.43
6" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$2,063.80
6" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$2,065.80
8" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$3,008.49
8" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$3,010.49
10" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$5,086.81
10" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$5,088.81
2" Tru Flo Compound Meter Complete W/Ecoder Pit Gallon Encoders	\$1,257.73
3" Tru Flo Compound Meter Complete W/Ecoder Pit Gallon Encoders	\$1,491.63
4" Tru Flo Compound Meter Complete W/Ecoder Pit Gallon Encoders	\$2,148.22
6" Tru Flo Compound Meter Complete W/Ecoder Pit Gallon Encoders	\$3,471.26
4"x1" HP Protectus III SS Fire Service Meter Assy. W/Ecoder Gal Encoders	\$6,642.42
6" x 1 1/2" HP Protectus III SS Fire Service Meter Assy. W/Ecoder Gal Encoders	\$10,242.38
8"x2" HP Protectus III SS Fire Service Meter Assy. W/Ecoder Gal Encoders	\$14,502.43
10"x2" HP Protectus III SS Fire Service Meter Assy. W/Ecoder Gal Encoders	\$18,326.69
3" Fire Hydrant Meter W/Direct Read Gallon Register – With Connections	\$927.73
1 1/2" Rislant Coated DI Strainer	\$274.38
2" Rislant Coated DI Strainer	\$280.70
3" Rislant Coated DI Strainer	\$400.00
4" Rislant Coated DI Strainer	\$572.36
6" Rislant Coated DI Strainer	\$894.73
8" Rislant Coated DI Strainer	\$1,529.97
10" Rislant Coated DI Strainer	\$2,364.21
1 1/2" Strainer Accessory Kit	\$16.42
2" Strainer Accessory Kit	\$16.42
3" Strainer Accessory Kit	\$18.52
4" Strainer Accessory Kit	\$32.00
6" Strainer Accessory Kit	\$60.12
8" Strainer Accessory Kit	\$69.05
10" Strainer Accessory Kit	\$136.42
Any Size/Model Ecoder Pit Gallon Encoder Only W/16" Pigtails	\$60.50
Any Size/Model Ecoder Pit RECLAIMED Gallon Encoder Only W/16" Pigtails	\$62.50

EXHIBIT "1"

**Sunstate Meter & Supply, Inc.**

14001 W. Newberry Road, Newberry, FL 32669

Phone: 352.332.7106

Fax: 352.332.5604

"Florida's Leading Distributor of Automated Meter Reading Systems"

Any Size/Model Tricon Digital Transmitter W/4-20 mA Output	\$506.42
Black Register Seal Pin	\$.16
Full Set, 1 ½" Lead Free Bronze Flg. Meter Connections <u>W/SS Bolts & Nuts</u>	\$86.21
Full Set, 2" Lead Free Bronze Flg. Meter Connections <u>W/SS Bolts & Nuts</u>	\$90.12
1 ½" Oval Flange Rubber Meter Gasket	\$1.49
2" Oval Flange Rubber Meter Gasket	\$1.98
5/8" T10 Maincase Gasket	\$.67
¾" T10 Maincase Gasket	\$1.34
1" T10 Maincase Gasket	\$1.53
1 ½" T10 Maincase Gasket	\$3.89
2" T10 Maincase Gasket	\$7.64
1 ½"-2" HPT Maincase Gasket	\$3.38
3" HPT Maincase Gasket	\$4.06
4" HPT Maincase Gasket	\$7.30
6" HPT Maincase Gasket	\$7.45
8" HPT Maincase Gasket	\$7.45
10" HPT Maincase Gasket	\$7.45
2" Tru Flo Compound Maincase Gasket	\$6.69
3" Tru Flo Compound Maincase Gasket	\$4.20
4" Tru Flo Compound Maincase Gasket	\$5.73
6" Tru Flo Compound Maincase Gasket	\$9.74
5/8" T10 Measuring Chamber	\$27.11
¾" T10 Measuring Chamber	\$36.27
1" T10 Measuring Chamber	\$69.47
1 ½" T10 Measuring Chamber	\$158.12
2" T10 Measuring Chamber	\$203.36
1 ½"-2" HPT UME With Ecoder Pit Gallon Encoder Register	\$394.84
1 ½"-2" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$396.84
3" HPT UME With Ecoder Pit Gallon Encoder Register	\$577.31
3" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$579.31
4" HPT UME With Ecoder Pit Gallon Encoder Register	\$759.79
4" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$761.79
6" HPT UME With Ecoder Pit Gallon Encoder Register	\$1,123.71
6" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$1,125.71
8" HPT UME With Ecoder Pit Gallon Encoder Register	\$1,488.65
8" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$1,490.65

EXHIBIT "1"



Sunstate Meter & Supply, Inc.
14001 W. Newberry Road, Newberry, FL 32669
"Florida's Leading Distributor of Automated Meter Reading Systems"

Phone: 352.332.7106
Fax: 352.332.5604

10" HPT UME With Ecoder Pit Gallon Encoder Register	\$1,852.57
10" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$1,854.57
2" Tru Flo Compound UME With Ecoder Pit Gallon Encoder Registers	\$789.67
3" Tru Flo Compound UME With Ecoder Pit Gallon Encoder Registers	\$1,154.63
4" Tru Flo Compound UME With Ecoder Pit Gallon Encoder Registers	\$1,518.55
6" Tru Flo Compound UME With Ecoder Pit Gallon Encoder Registers	\$2,187.62
4" HPP3 UME With Ecoder Pit Gallon Encoder Register	\$1,488.65
6" HPP3 UME With Ecoder Pit Gallon Encoder Register	\$2,217.00
8" HPP3 UME With Ecoder Pit Gallon Encoder Register	\$2,946.39
10" HPP3 UME With Ecoder Pit Gallon Encoder Register	\$3,676.78

ALL METERS PER PORT ORANGE SPECIAL:

POTABLE METERS – S1162

RECLAIMED METERS – S1163

Potable 1 1/2"-2" Flanged T10 Meters – S1211

- *Pit Gallon Ecoder Registers W/6' pigtails*
- *10 Digit Ecoder ID# with sticker on side of register – CANNOT BEGIN WITH "0"*
- *8 Digit Meter Serial Number stamped only on meter body*
- *10 Digit Ecoder ID# lazer cut on register cover*
- *All meters programmed 6 wheels active.*

Pricing Term: 10/1/2017 – 9/30/2019

Freight: Allowed

We appreciate the opportunity to present this quotation to you. If you have any questions please do not hesitate to contact me.

Respectfully submitted,

Jeff Kimbrough

Jeff Kimbrough - Sales Representative

Sunstate Meter & Supply, Inc.

352-516-9791



City of Port Orange Public Utilities Department

TO: M.H. Johansson, City Manager
Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Utilities Director

FROM: Julia Wiggins, Public Utilities Budget Analyst

DATE: September 25, 2017

SUBJECT: Sunstate Meter & Supply, Inc. – Award Sole Source
(Demand Star posting JW17-32)

REQUEST:

The Public Utilities Department is requesting approval to award Sunstate Meter & Supply, Inc. as the City's sole source provider for Neptune Meters and products. This approval will be for a two-year period with a spending authority of \$500,000 per fiscal year.

PURPOSE:

The purpose of this request is to enhance the City's infrastructure maintenance programs in order to extend the full life of capital investments.

CONSIDERATION:

Sunstate Meter & Supply is the sole source distributor of Neptune Products in Florida. We purchase Neptune Meters of various sizes and several different Neptune products to install or repair these meters. We are approaching the final stages of our Meter Replacement Program. The approval of this sole source will provide flexibility to purchase additional Neptune Meters and products in a timely manner to meet any existing and future utility customer demands.

FUNDING:

Zero Read Meter Replacement Program (ZMI044)
401 0800 536 4931 \$300,000
401 0800 536 6431 \$50,000
Non-Capital New Meters (non-project related)
401 0800 536 4933 \$50,000

Capital New Meters (non-project related)
401 0800 536 6431 \$50,000

Repair & Maintenance
401 0800 536 5218 \$50,000

RECOMMENDATION:

The Public Utilities Department is recommending approval to award Sunstate Meter & Supply, Inc. as the City's sole source provider for Neptune Meters and products. This approval will be for a two-year period with a spending authority of \$500,000 per fiscal year.

ANTICIPATED SCHEDULE:

- a.) Council Approval – 10/17/17
- b.) Fully Executed contract by 10/17/17

ATTACHMENTS:

- a.) Approved JW17-32 Demand Star Posting documents
- b.) Letter from Manufacture
- c.) Price List (two years)

Port Name: (FY18) MW17-32 Sunstate Meter & Supply, Inc. - Int

Item ID: 2017-5262

Item Status: New

Outline No.: IL68.

Item Finalized: Approved

Cutoff Date: 1/1/2020 5:00 AM

Vendor Name: Single/Sole Source Requests

Event Date/Time: 1/1/2020 5:00 AM

 Created: 8/25/2017 1:27:15 PM

- Details
- Fiscal (5)
- Attachments (5)
- Comments (4)
- Approvals (7)
- Tasks
- Item Reports (1)

EDIT ORDER

←

→

+ ADD APPROVALS

Delete	Routing Status	Assigned To	Arrived On	Approved By	Approved On	Days Assigned
	Created/Initiated	Julia Wiggins	8/25/2017 3:20:47 PM			
	Approved	Julia Wiggins	8/25/2017 3:20:47 PM	Julia Wiggins	8/25/2017 3:20:58 PM	0
	Approved	Rick Wilson	8/25/2017 3:20:58 PM	Rick Wilson	8/25/2017 4:19:01 PM	0
	Approved	Lynn Stevens	8/25/2017 4:19:01 PM	Lynn Stevens	8/28/2017 11:50:58 AM	2
	Approved	James Tillman	8/28/2017 11:50:58 AM	James Tillman	9/13/2017 3:26:56 PM	16
	Approved	Jake Johansson	9/13/2017 3:26:56 PM	Jake Johansson	9/21/2017 4:01:38 PM	8
	Final Approval	Robin Fenwick	9/21/2017 4:01:38 PM	Robin Fenwick		0



- My DemandStar
- Buyers
- Account Info
- View Bids
- Log Quote
- [View Quotes]
- Supplier Search
- Build Broadcast List
- Reports

Quote Details

Quote Number	JW17-32
Quote Name	Neptune Water Meters & Products
Broadcast Date	8/25/2017 1:22:01 PM Eastern
Date Due	9/4/2017 1:00:00 PM Eastern
Delivery Requirements	None specified
Shipping Notes	None specified
Additional Specifications	None specified
Insurance & Additional Requirements	None specified
Terms & Conditions	Net 30 upon receipt and approval.
Status Notes	
Broadcast List Filtered	No
Commodity Codes	View
Documents	View

Suppliers

Line Items

#	Description	Quantity	Awarded To	Actions
1.	The City of Port Orange intends to award Sunstate Meter & Supply, Inc.; as Sole Source vendor for to purchase of all Neptune Water Meters and products. This will be a two-year price agreement with a per fiscal year amount of \$500,000.	1	job	Details

<< Return



- My DemandStar
- Buyers
- Account Info
- View Bids
- Log Quote
- [View Quotes]
- Supplier Search
- Build Broadcast List
- Reports

Quote Details

Quote Number JW17-32

Quote Name Neptune Water Meters & Products

Broadcast Date 8/25/2017 1:22:01 PM Eastern

Date Due 9/4/2017 1:00:00 PM Eastern

Delivery Requirements None specified

Shipping Notes None specified

Additional Specifications None specified

Insurance & Additional Requirements None specified

Terms & Conditions Net 30 upon receipt and approval.

Status Notes

Broadcast List Filtered No

Commodity Codes [View](#)

Documents [View](#)

Suppliers

Line Items

0 Supplier(s) found.		Response Status: Submitted Quote		Search				
Supplier	City	Attributes	Programs	Response Status	Quote Total	Delivery (days ARO)	Complete / Partial	Actions

Subtotals will be rounded up to the nearest cent

<< Return

[My DemandStar](#)[Buyers](#)[Account Info](#)[View Bids](#)[Log Quote](#)[\[View Quotes\]](#)[Supplier Search](#)[Build Broadcast List](#)[Reports](#)

Update Quote Status

Quote Number JW17-32

Quote Name Neptune Water Meters & Products

Date Due 9/4/2017 1:00:00 PM Eastern

Line Items Awarded 0 of 1

Quote Status Changed To Awarded**Notes**[<< Return](#)DemandStar is a product of [Onvia, Inc.](#) (c) 1997-2017. All rights reserved. | [Terms of Use](#) | [Privacy](#) | [Legal Notices](#)



City of Port Orange Public Utilities Department

TO: M.H. Johansson, City Manager
Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Utilities Director

FROM: Julia Wiggins, Public Utilities Budget Analyst

DATE: August 25, 2017

SUBJECT: Sole Source Request for Sunstate Meter & Supply, Inc.
(Demand Star posting JW17-32)

REQUEST:

The Public Utilities Department is requesting approval to award Sunstate Meter & Supply, Inc. as the City's sole source provider for Neptune Meters and products. This approval will be for a two-year period with a spending authority of \$500,000 per fiscal year.

PURPOSE:

The purpose of this request is to enhance the City's infrastructure maintenance programs in order to extend the full life of capital investments.

CONSIDERATION:

Sunstate Meter & Supply is the sole source distributor of Neptune Products in Florida. We purchase Neptune Meters of various sizes and several different Neptune products to install or repair these meters. We are approaching the final stages of our Meter Replacement Program. The approval of this sole source will provide flexibility to purchase additional Neptune Meters and products in a timely manner to meet any existing and future utility customer demands.

This contract will be contingent upon the approval of the FY2018 Capital Improvement and Operating Budgets.

FUNDING:

Zero Read Meter Replacement Program (ZMI044)
401 0800 536 4931 \$300,000
401 0800 536 6431 \$50,000

Non-Capital New Meters (non-project related)
401 0800 536 4933 \$50,000

Capital New Meters (non-project related)
401 0800 536 6431 \$50,000

Repair & Maintenance
401 0800 536 5218 \$50,000

RECOMMENDATION:

The Public Utilities Department is recommending approval to award Sunstate Meter & Supply, Inc. as the City's sole source provider for Neptune Meters and products. This approval will be for a two-year period with a spending authority of \$500,000 per fiscal year.

ANTICIPATED SCHEDULE:

- a.) Enter into Demand Star by 8/25/17, due back by 9/17/2017
- b.) Fully Executed contract by 9/22/2017

ATTACHMENTS:

- a.) JW17-32 Demand Star Posting documents
- b.) Letter from Manufacture
- c.) Price List (two years)



INTENT TO AWARD SOLE SOURCE

SOLE SOURCE COVER SHEET

The City of Port Orange intends to procure the item(s) as described on the attached Sole Source Justification Form and attached documentation justifying this purchase a sole source.

This notice will be posted on Quote Wire for a period of seven days. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described by emailing the City of Port Orange Purchasing Division. No complaints or protests will be considered after seven days of this posting.

FOR CITY OF PORT ORANGE USE ONLY:

Date: 08/24/2017

Quote Wire #: JW17-32

Contact Person: Julia Wiggins, Public Utilities Administration

Phone: (386) 506-5751

Email: jwiggins@port-orange.org

Purchasing Division: purchasing@port-orange.org

Item Description:

The City of Port Orange intends to award Sunstate Meter & Supply, Inc.; as Sole Source vendor for to purchase of all Neptune Water Meters and products. This will be a two-year price agreement with a per fiscal year amount of \$500,000.



My DemandStar Buyers Account Info

View Bids [Log Quote] View Quotes Supplier Search Build Broadcast List Reports

Quote Wire(sm)



Quote Preview

Quote Information

EDIT

Buyer City of Port Orange - Finance Department

Quote Title Neptune Water Meters & Products

Quote Number JW17-32

Quote Due Date 9/4/2017 1:00:00 PM Eastern

Quote Year 2018

Delivery Requirements

Contact Information Julia Wiggins
City of Port Orange - Public Utilities
1000 City Center Circle

Port Orange, FL 32129
United States of America
Phone: 3865065751
Fax: 3867565370
jwiggins@port-orange.org

Shipping Information Julia Wiggins
City of Port Orange - Public Utilities
1000 City Center Circle

Port Orange, FL 32129
United States of America
Phone: 3865065751

Shipping Notes

Item Information

EDIT

Description	Quantity
1. The City of Port Orange intends to award Sunstate Meter & Supply, Inc.; as Sole Source vendor for to purchase of all Neptune Water Meters and products. This will be a two-year price agreement with a per fiscal year amount of \$500,000.	1 job

Additional Specifications

Insurance Requirements

Net 30 upon receipt and approval.

Uploaded Documents

EDIT

- 1. JW17-32 Sunstate Meter & Supply

Commodity Codes Assigned To This Quote

EDIT

01693691	Water Supply and Sewage Treatment Equipment Maintenance and Repair
01857895	Water, Potable and Non-Potable, (See 390-91 for Bottled Water)
01857897	Water, Non-Potable (Inactive, please see commodity code 578-95 effective January 1, 2016)
02296858	Meter Reading Services

([View Matching Suppliers](#))

Supplemental Suppliers

[1 Supplemental Supplier\(s\)](#)

Post Quote

Save and Finish Later

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Buyers

Account Info

View Bids

[Log Quote]

View Quotes

Supplier Search

Build Broadcast List

Reports

Quotes

Supplier Broadcast

Your quote request has been queued for broadcast. Please check back shortly to view the Quote Details.

Supplier	Location
1 A2 Group, Inc.	South Miami, FL
2 ACRT, Inc	Akron, OH
3 ADAAG Consulting Services, LLC	Miami, FL
4 ADAPCO Inc.	Sanford, FL
5 Advanced Environmental Technologies, LLC	Little Egg Harbor, NJ
6 AECOM Technical Services, Inc.	Tallahassee, FL
7 AIM Engineering & Surveying, Inc.	Tampa, FL
8 Air Products and Chemcials, Inc.	Allentown, PA
9 All Service Contracting Corp.	Decatur, IL
10 ALLEN ENGINEERING INC	COCOA BEACH, FL
11 American Bio Clean Inc	New Smyrna Beach, FL
12 Aquatic Management Plus	Palatka, FL
13 ARAZOZA BROTHERS CORP	HOMESTEAD, FL
14 Arcadis	Greenville, SC
15 Aries Industries Inc.	Waukesha, WI
16 ART WALKER CONSTRUCTION INC	LOWELL, FL
17 Atlantic Machinery, Inc.	Silver Spring, MD
18 Austin Tupler Trucking, Inc.	Davie, FL
19 Authentic Promotions	Carmichael, CA
20 Ayres Associates Inc.	Eau Claire, WI
21 Badger Meter, Inc.	Milwaukee, WI
22 Barney's Pumps, Inc.	Lakeland, FL
23 BASE Construction, Inc.	Orlando, FL
24 Baxter & Woodman	Crystal Lake, IL
25 Blanchard Machinery Company	Columbia, SC
26 Bob's Barricades	Sunrise, FL
27 Brown and Caldwell	Maitland, FL
28 Burns & McDonnell	Phoenix, AZ
29 Burns & McDonnell	Kansas City, MO
30 C.T. Hsu + Associates, P.A.	Orlando, FL
31 Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL
32 CEC Motor & Utility Services, LLC	Palmetto, FL
33 CEI - Carbon Enterprises Inc.	Circleville, OH
34 Central Florida Environmental Corporation	Winter Springs, FL
35 Central Poly-Bag Corp.	Linden, NJ
36 Ceres Environmental Services	Brooklyn Park, MN
37 Champlin Architecture	Cincinnati, OH
38 Chinchor Electric, Inc.	Enterprise, FL
39 Clough Harbour & Associates LLP	Albany, NY
40 CMD Group	Norcross, GA
41 Commercial Companies, Inc	Lake Buena Vista, FL
42 Con-Air Industries	Orlando, FL
43 Condo Electric Industrial Supply, Inc.	Hialeah, FL

44	Connelly & Wicker Inc.	Jacksonville, FL
45	Consolidated Resource Recovery, Inc.	Sarasota, FL
46	Construction Journal, Ltd.	Stuart, FL
47	Construction Management of Florida, Inc.	Vero Beach, FL
48	Crossroads Site Development LLC	Ormond Beach, FL
49	CSI Contracting, Inc.	QUINCY, FL
50	CT Cultural Group	Toronto, ON
51	Cues	Orlando, FL
52	Decon Environmental & Engineering	Fort Lauderdale, FL
53	DeJonge Excavating Contractors, Inc.	Nokomis, FL
54	Dewberry	Atlanta, GA
55	Dickerson, Inc.	Fort Pierce, FL
56	Dodec, Inc.	Hialeah Gardens, FL
57	Eastman Aggregate	Lake Worth, FL
58	Ecolab Inc.	St. Paul, MN
59	Electric Sales Associates, Inc.	Weston, FL
60	Electrical Contracting Service, Inc.	Hialeah, FL
61	Electrical Design Associates, Inc.	Lake Worth , FL
62	Electro Mechanical South, Inc.	Sarasota, FL
63	Environmental Products Group, Inc.	Apopka, FL
64	ESG Operations	Macon, GA
65	Ferguson Enterprises	Melbourne, FL
66	Ferguson Enterprises, Inc.	Tampa, FL
67	Ferreira Construction Company Inc.	Stuart , FL
68	Florida Bearings, Inc. (A Kaman Company)	Miami, FL
69	Florida Design Contractors	West Palm Beach, FL
70	Florida Environmental	Fort Lauderdale,, FL
71	Florida Minority Supplier Development Council (FMSDC)	Orlando, FL
72	Fortiline Waterworks formerly MSC Waterworks	Riviera beach, FL
73	GAI Consultants	Orlando, FL
74	Gately Communication Company	Hampton, VA
75	Geographic Technologies Group, Inc.	Goldsboro, NC
76	GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS INC	ORLANDO, FL
77	GERAGHTY & MILLER	West Palm Beach, FL
78	Gibbs & Register Inc	Winter Garden, FL
79	Godwin Pumps of America, Inc.	Bridgeport, NJ
80	Golden Brush, Inc	Tarpon Springs, FL
81	Grove Welders, Inc.	Vero Beach, FL
82	Harris/McBurney Co.	Tampa, FL
83	Herc Rentals Inc.	Bonita Springs, FL
84	Heyward Incorporated	Winter Park , FL
85	HNTB Corporation	Lake Mary, FL
86	Hudson Pump & Equipment	Lakeland, FL
87	Hyatt Survey Services, Inc. (WBE)	Bradenton, FL
88	ICON Supply, Inc. d/b/a ICON Technologies	Tampa, FL
89	Innovatve Metering	Odessa , FL
90	Interboro Packaging	Montgomery, NY
91	Ion, Inc.	melbourne, FL
92	J. B. Coxwell Contracting, Inc.	Jacksonville, FL
93	Jack Doheny Supplies, Inc.	Twinsburg, OH
94	Janek Corp	Tuckerton, NJ
95	Janitorial Depot of America, Inc.	West Melbourne, FL
96	Kaplan Early Learning Company	Lewisville, NC
97	KCI Technologies, Inc.	Sparks, MD
98	Keith & Schnars	Fort Lauderdale, FL
99	Keith and Associates, Inc.	Pompano Beach, FL
100	Kimley-Horn and Associates, Inc.	West Palm Beach, FL
101	Kimley-Horn and Associates, Inc.	Sacramento, CA
102	King Engineering Associates, Inc.	Tampa, FL

- 103 L.J. Ruffin & Associates
- 104 Laserturf Southeast Inc.
- 105 Lectorum Publications, Inc.
- 106 Lhoist North America
- 107 M & B Products, Inc.
- 108 Mader Electric Motors
- 109 Magnum Builders Of Sarasota, Inc.
- 110 Magnum Construction Solutions
- 111 Marine Contracting Group Inc.
- 112 MASTER METER INC (FT Worth)
- 113 MBR Construction, Inc.
- 114 McMahan Construction Co., Inc.
- 115 MCS of Tampa
- 116 Metro Equipment Service, Inc.
- 117 Metzger & Willard, Inc.
- 118 Michael Baker Corporation
- 119 Miller Bearings a division of Motion Industries, Inc.
- 120 Miller Legg
- 121 Mills Electric Service, Inc.
- 122 Morbark, Inc.
- 123 Mueller Sysetms
- 124 Municipal Equipment Company, LLC
- 125 Municipal Water Works, Inc.
- 126 Murray Logan Construction, Inc.
- 127 New World Builders, Inc.
- 128 ODB
- 129 Odyssey Manufacturing Co
- 130 Ogden's Traffic Markings Inc
- 131 OM Office Supply, Inc.
- 132 Original Equipment Company
- 133 Pat's Pump & Blower
- 134 Paul Jacquin & Sons, Inc.
- 135 Power & Pumps, Inc.
- 136 PRIDE Enterprises
- 137 Quentin L Hampton Associates Inc
- 138 R&M Service Solutions
- 139 R.C. Beach & Associates
- 140 Raybro Electric Supplies
- 141 Ricoh USA, INC
- 142 Ring Power Corp - WCC
- 143 Ruby Builders, Inc.
- 144 S&ME, Inc. - Tampa
- 145 Safety Products, Inc.
- 146 SALSER
- 147 Santa Cruz Construction, Inc.
- 148 Sawcross, Inc.
- 149 School Health Corporation
- 150 Sea Diversified, Inc.
- 151 Sherwin-Williams
- 152 Spensieri Diversified. LLC
- 153 SRSstorm. Inc
- 154 Summit Construction
- 155 Suncoast Marketing, Inc.
- 156 Sunstate Meter & Supply, Inc.
- 157 Synagro Technologies, Inc.
- 158 T.Y. Lin International
- 159 The Printing Department
- 160 The Remi Group
- 161 Traffic Control Devices, Inc.

- Orlando, FL
 watkinsville, GA
 Lyndhurst, NJ
 Lakeland, FL
 Tampa, FL
 North Fort Meyers, FL
 Sarasota, FL
 Ocala, FL
 Punta Gorda, FL
 Mansfield, TX
 Ft. Lauderdale, FL
 DeLand, FL
 Tampa, FL
 Miami, FL
 Tampa, FL
 Moon Township, PA
 Orlando, FL
 Fort Lauderdale, FL
 Fort Lauderdale, FL
 Winn, MI
 Cleveland, NC
 Orlando, FL
 Sanford, FL
 West Palm Beach, FL
 Fort Lauderdale, FL
 Richmond, VA
 Tampa, FL
 jupiter, FL
 Mechanicsburg, PA
 Belle Glade, FL
 Orlando, FL
 Fort Pierce, FL
 Jacksonville, FL
 Cross City, FL
 Port Orange, FL
 Trilby, FL
 Dunedin, FL
 Cocoa, FL
 Riverview, FL
 St. Augustine, FL
 Orlando, FL
 Tampa, FL
 Eaton Park, FL
 belevue, FL
 Merritt Island, FL
 Jacksonville, FL
 Hanover Park, IL
 Delray Beach, FL
 Cleveland, OH
 Haines City, FL
 Mobile, AL
 Vero Beach, FL
 Fort Lauderdale, FL
- Baltimore, MD
 Coral Gables, FL
 Holly Hill, FL
 Charlotte, NC
 Altamonte Springs, FL

- 162 Traffic Control Products of Florida, Inc.
- 163 Trane US, Inc.
- 164 U.S. Water Services Corporation
- 165 United Rentals, Inc.
- 166 Univar USA Inc.
- 167 US Bronco Excavating
- 168 Utility Service Co., Inc.
- 169 Veolia
- 170 VHB
- 171 Walker Miller Equipment Company
- 172 Waste Management
- 173 Water Treatment And Controls Company
- 174 West-Mark
- 175 Westra Construction Corp.
- 176 Wexford Labs, Inc.
- 177 Whitehouse Contracting, LLC
- 178 Zenner USA

- Tampa, FL
- Maitland, FL
- New Port Richey, FL
- Port St. Lucie, FL
- Morrisville, PA
- Fairfield, OH
- Perry, GA
- Germantown, WI
- Watertown, MA
- Orlando, FL
- pompano beach, FL
- Pensacola, FL
- Ceres, CA
- Palmetto, FL
- Kirkwood, MO
- Lake Helen, FL
- Addison, TX

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August 18, 2017

Mr. Rick Wilson
Assistant Utilities Director
City of Port Orange
502 Oak St.
Port Orange, Fl. 32127

Mr. Wilson,

Please note that Sunstate Meter and Supply is the sole Authorized Neptune Distributor for sales, service and warranty of Neptune water products and AMR systems for the State of Florida.

The geographical are of responsibility assigned to them includes all Counties within the State of Florida.

Type: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our distributor is required to maintain sufficient inventory of Neptune products to provide customer field servicing. Sunstate Meter and Supply has sold and supported Neptune products for many years in the Florida Market and they provide a high level of sales and service to the customer. Therefore, we encourage Utilities in the State of Florida to purchase Neptune products through Sunstate Meter and Supply, Inc.

Please feel free to contact me if you have any questions or concerns. I can be reached at 407-493-5385.

Regards,

Terry Gullett

Terry Gullett
Territory Manager
Neptune Technology Group Inc.

**Sunstate Meter & Supply, Inc.**

14001 W. Newberry Road, Newberry, FL 32669

*"Florida's Leading Distributor of Automated Meter Reading Systems"***Phone: 352.332.7106****Fax: 352.332.5604**

August 18, 2017

Ms. Rick Wilson
Assistant Utilities Director
City of Port Orange
500 Oak St.
Port Orange, Fl. 32127

**RE: NEPTUNE WATER METER PRICE AGREEMENT / FISCAL YEAR'S
2017-18 & 2018-19**

Mr. Wilson,

Listed below are the prices you have requested:

Description	Unit Price
5/8"x3/4" T10 Double Check Meter Complete W/Ecoder Pit Gallon Encoder	\$216.81
5/8"x3/4" T10 Bronze Bottom Meter Complete W/Ecoder Pit Gallon Encoder	\$88.16
5/8"x3/4" T10 Bronze Bottom Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$90.16
3/4" T10 Bronze Bottom Meter Complete W/Ecoder Pit Gallon Encoder	\$116.55
3/4" T10 Bronze Bottom Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$118.55
1" T10 Bronze Bottom Meter Complete W/Ecoder Pit Gallon Encoder	\$150.78
1" T10 Bronze Bottom Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$152.78
1 1/2" T10 Bronze Bottom Meter Complete W/Ecoder Pit Gallon Encoder	\$306.82
2" T10 Meter Complete W/Ecoder Pit Gallon Encoder	\$425.67
1 1/2" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder (10" Length)	\$535.56
1 1/2" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder (10" Length)	\$537.56
1 1/2" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder (13" Length)	\$697.98
1 1/2" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder (13" Length)	\$699.88
2" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder (10" Length)	\$639.49
2" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder (10" Length)	\$641.49
3" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$819.42
3" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$821.42

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4" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$1,010.43
4" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$1,012.43
6" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$2,063.80
6" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$2,065.80
8" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$3,008.49
8" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$3,010.49
10" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$5,086.81
10" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$5,088.81
2" Tru Flo Compound Meter Complete W/Ecoder Pit Gallon Encoders	\$1,257.73
3" Tru Flo Compound Meter Complete W/Ecoder Pit Gallon Encoders	\$1,491.63
4" Tru Flo Compound Meter Complete W/Ecoder Pit Gallon Encoders	\$2,148.22
6" Tru Flo Compound Meter Complete W/Ecoder Pit Gallon Encoders	\$3,471.26
4"x1" HP Protectus III SS Fire Service Meter Assy. W/Ecoder Gal Encoders	\$6,642.42
6" x 1 1/2" HP Protectus III SS Fire Service Meter Assy. W/Ecoder Gal Encoders	\$10,242.38
8"x2" HP Protectus III SS Fire Service Meter Assy. W/Ecoder Gal Encoders	\$14,502.43
10"x2" HP Protectus III SS Fire Service Meter Assy. W/Ecoder Gal Encoders	\$18,326.69
3" Fire Hydrant Meter W/Direct Read Gallon Register – With Connections	\$927.73
1 1/2" Rislant Coated DI Strainer	\$274.38
2" Rislant Coated DI Strainer	\$280.70
3" Rislant Coated DI Strainer	\$400.00
4" Rislant Coated DI Strainer	\$572.36
6" Rislant Coated DI Strainer	\$894.73
8" Rislant Coated DI Strainer	\$1529.97
10" Rislant Coated DI Strainer	\$2364.21
1 1/2" Strainer Accessory Kit	\$16.42
2" Strainer Accessory Kit	\$16.42
3" Strainer Accessory Kit	\$18.52
4" Strainer Accessory Kit	\$32.00
6" Strainer Accessory Kit	\$60.12
8" Strainer Accessory Kit	\$69.05
10" Strainer Accessory Kit	\$136.42
Any Size/Model Ecoder Pit Gallon Encoder Only W/16" Pigtails	\$60.50
Any Size/Model Ecoder Pit RECLAIMED Gallon Encoder Only W/16" Pigtails	\$62.50

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Any Size/Model Tricon Digital Transmitter W/4-20 mA Output	\$506.42
Black Register Seal Pin	\$.16
Full Set, 1 ½" Lead Free Bronze Flg. Meter Connections <u>W/SS Bolts & Nuts</u>	\$86.21
Full Set, 2" Lead Free Bronze Flg. Meter Connections <u>W/SS Bolts & Nuts</u>	\$90.12
1 ½" Oval Flange Rubber Meter Gasket	\$1.49
2" Oval Flange Rubber Meter Gasket	\$1.98
5/8" T10 Maincase Gasket	\$.67
¾" T10 Maincase Gasket	\$1.34
1" T10 Maincase Gasket	\$1.53
1 1/2" T10 Maincase Gasket	\$3.89
2" T10 Maincase Gasket	\$7.64
1 ½"-2" HPT Maincase Gasket	\$3.38
3" HPT Maincase Gasket	\$4.06
4" HPT Maincase Gasket	\$7.30
6" HPT Maincase Gasket	\$7.45
8" HPT Maincase Gasket	\$7.45
10" HPT Maincase Gasket	\$7.45
2" Tru Flo Compound Maincase Gasket	\$6.69
3" Tru Flo Compound Maincase Gasket	\$4.20
4" Tru Flo Compound Maincase Gasket	\$5.73
6" Tru Flo Compound Maincase Gasket	\$9.74
5/8" T10 Measuring Chamber	\$27.11
¾" T10 Measuring Chamber	\$36.27
1" T10 Measuring Chamber	\$69.47
1 1/2" T10 Measuring Chamber	\$158.12
2" T10 Measuring Chamber	\$203.36
1 ½"-2" HPT UME With Ecoder Pit Gallon Encoder Register	\$394.84
1 ½"-2" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$396.84
3" HPT UME With Ecoder Pit Gallon Encoder Register	\$577.31
3" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$579.31
4" HPT UME With Ecoder Pit Gallon Encoder Register	\$759.79
4" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$761.79
6" HPT UME With Ecoder Pit Gallon Encoder Register	\$1,123.71
6" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$1,125.71
8" HPT UME With Ecoder Pit Gallon Encoder Register	\$1,488.65
8" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$1,490.65

**Sunstate Meter & Supply, Inc.**

14001 W. Newberry Road, Newberry, FL 32669

*"Florida's Leading Distributor of Automated Meter Reading Systems"***Phone: 352.332.7106****Fax: 352.332.5604**

10" HPT UME With Ecoder Pit Gallon Encoder Register	\$1,852.57
10" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$1,854.57
2" Tru Flo Compound UME With Ecoder Pit Gallon Encoder Registers	\$789.67
3" Tru Flo Compound UME With Ecoder Pit Gallon Encoder Registers	\$1,154.63
4" Tru Flo Compound UME With Ecoder Pit Gallon Encoder Registers	\$1,518.55
6" Tru Flo Compound UME With Ecoder Pit Gallon Encoder Registers	\$2,187.62
4" HPP3 UME With Ecoder Pit Gallon Encoder Register	\$1,488.65
6" HPP3 UME With Ecoder Pit Gallon Encoder Register	\$2,217.00
8" HPP3 UME With Ecoder Pit Gallon Encoder Register	\$2,946.39
10" HPP3 UME With Ecoder Pit Gallon Encoder Register	\$3,676.78

ALL METERS PER PORT ORANGE SPECIAL:***POTABLE METERS – S1162******RECLAIMED METERS – S1163******Potable 1 ½"-2" Flanged T10 Meters – S1211***

- *Pit Gallon Ecoder Registers W/6' pigtails*
- *10 Digit Ecoder ID# with sticker on side of register – CANNOT BEGIN WITH "0"*
- *8 Digit Meter Serial Number stamped only on meter body*
- *10 Digit Ecoder ID# lazer cut on register cover*
- *All meters programmed 6 wheels active.*

Pricing Term: 10/1/2017 – 9/30/2019

Freight: Allowed

We appreciate the opportunity to present this quotation to you. If you have any questions please do not hesitate to contact me.

Respectfully submitted,

Jeff Kimbrough

Jeff Kimbrough - Sales Representative

Sunstate Meter & Supply, Inc.

352-516-9791



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/17/2017

Consent item: Yes

SUBJECT: (J21b) Report on intent to award of a Sole Source to Core & Main (formerly HD Supply Waterworks)

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Report by the city manager on intent to award to Core & Main (formerly HD Supply Waterworks, LTD) as the City's sole source provider for the purchase of Sensus 520M Single and Dual Port Transmitters. This contract will be for a fiscal year amount of \$300,000. This is being brought to Council for awareness due to the nature and subject of the contract (water meter transmitters).

SUMMARY: The Public Utilities Department is requesting approval to award Core & Main (formerly HD Supply Waterworks, LTD) as the City's sole source provider for the purchase of Sensus 520M Single and Dual Port Transmitters. This contract will be for a fiscal year amount of \$300,000.

Core & Main is the sole source authorized Sensus distributor in Florida. It has been the direction of the City to transform all current and new meter installations to have a Sensus 520M FlexNet Transmitter mounted with each meter. For the purpose of maintaining consistency in our utility system, we are requesting permission to continue purchasing and installing these transceiver units.

Project No.: <u>ZMI044</u>	Funding Account No.: <u>401 0800 536 4931</u>
<u>none</u>	<u>401 0800 536 4933</u>
<u>none</u>	<u>401 0800 536 6431</u>

ATTACHMENTS:

1.	Standard Contract for Services	Core & Main LP Standard Contract for Services.pdf
2.	Department Justification Memo	Public Utilities Department - Core & Main Sole Source FY2018.pdf
3.	Approved Demand Star documents	Core & Main Sole Source Contract FY17.pdf
4.	Manufacture Letter	Sole Source Letter Core & Main, FL 091817.pdf
5.	Price List	Price List.pdf

Robin Fenwick	Created/Initiated - 09/25/2017
Julia Wiggins	Approved - 09/25/2017
Rick Wilson	Approved - 09/25/2017
Lynn Stevens	Approved - 09/25/2017
Tracey Riehm	Approved - 10/03/2017
Margaret Roberts	Approved - 10/04/2017
Jake Johansson	Approved - 10/04/2017
Robin Fenwick	Final Approval - 10/05/2017



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **CORE & MAIN LP, f/k/a HD SUPPLY WATERWORKS, LTD.** ("Contractor"), a Florida limited partnership whose principal address is 3100 Cumberland Boulevard, Suite 1700, Atlanta, Georgia 30339. The City and Contractor are collectively referred to herein as the "Parties".

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Sensus 520M Single and Dual Port Transmitters.
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution, the term of this Contract shall commence on October 17, 2017 and shall continue for one (1) year (the "Term").

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," attached hereto, subject to a limit not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

4. Contract Administration. The Public Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

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

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

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

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

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

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

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

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

[Remainder of this page intentionally left blank]

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	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 work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Body Injury: \$200,000 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
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Department Head waives Insurance for work under \$_____, unless otherwise required by law.		

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

13. Modifications or Changes to this Contract

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

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

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

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

14. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

17. Inspection

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

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

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

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

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

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

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing

subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between this Contract and Exhibit No. 1, this Contract shall control.

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: Lynn Steven, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Core & Main, LP f/k/a HD Supply Waterworks, Ltd.
Attention: Paul Thomas, Sales Representative
Core & Main, LP
3100 Cumberland Boulevard
Suite 1700
Atlanta, Georgia 30339
(407) 291-1545 – business
(407) 291-2006 – facsimile
Paul.Thomas@HDSupply.com

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

26. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

Witnesses:

CORE & MAIN, LP
f/k/a HD SUPPLY WATERWORKS, LTD.

Printed Name: _____

By: _____

Title: _____

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

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of Core & Main, LP, a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
M.H. Johansson, City Manager

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 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.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



Paul Thomas
590 Ferguson Dr.
Orlando, FL 32805

August 15, 2017

Mr. Rick Wilson
1000 City Center Circle
Port Orange, Florida 32129

Dear Mr. Wilson,

HD Supply Waterworks appreciated the opportunity to provide metering equipment and services to the City of Port Orange. The price for each transmitter will be representative of the upcoming Punta Gorda pricing agreement. Beginning on October 1, 2017, we will charge prices for any new orders at the below listed pricing.

New Transmitter pricing effective October 1, 2017:

520M Single Port Transmitter (wired) for Sensus FlexNet (2 Way)	\$123.71
520M Dual Port Transmitter (wired) for Sensus FlexNet (2 Way)	\$140.00
Splice Kits (includes 3 – 3M Gel Caps and 1 – Grease Tube)	\$ 4.00

Please let me know if you have any further questions regarding transmitter pricing. I have included our Sole Distributor letter from Sensus for Port Orange as a separate attachment.

Sincerely,

Paul B. Thomas

Paul Thomas

Paul.Thomas@HDSupply.com

(321) 689-1322 Cell Phone

(407) 291-1545 Office

EXHIBIT "1"



City of Port Orange Public Utilities Department

TO: M.H. Johansson, City Manager
Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Utilities Director

FROM: Julia Wiggins, Public Utilities Budget Analyst

DATE: September 25, 2017

SUBJECT: HD Supply Waterworks, LTD – Award Sole Source

REQUEST:

The Public Utilities Department is requesting approval to award HD Supply Waterworks, LTD as the City's sole source provider for the purchase of Sensus 520M Single and Dual Port Transmitters. This contract will be for a fiscal year amount of \$300,000.

PURPOSE:

The purpose of this request is to enhance the City's infrastructure maintenance programs in order to extend the full life of capital investments.

CONSIDERATION:

HD Supply Waterworks, LTD is the sole source authorized Sensus distributor in Florida. It has been the direction of the City to transform all current and new meter installs to have a Sensus 520M FlexNet Transmitter mounted with each meter. For the purpose of maintain consistency in our utility system, we are requesting permission to continue purchasing and installing these transceiver units.

FUNDING:

Zero Read Meter Replacement Program (ZMI044)
401 0800 536 4931 \$250,000

Non-Capital New Meters (non-project related)
401 0800 536 4933 \$25,000

Capital New Meters (non-project related)
401 0800 536 6431 \$25,000

RECOMMENDATION:

The Public Utilities Department is recommending approval to award HD Supply Waterworks, LTD as the City's sole source provider for the purchase of Sensus 520M Single and Dual Port Transmitters. This contract will be for a fiscal year amount of \$300,000.

ANTICIPATED SCHEDULE:

- a.) City Council Approval 10/17/17
- b.) Fully Executed contract by 10/17/17

ATTACHMENTS:

- a.) Approved JW17-33 Demand Star Posting documents
- b.) Letter from Manufacture
- c.) Price List

Short Name: (FY18) JW17-33 - Core & Main LP (formally HD Suppl)

Item Status: New

Item Finalized: Approved

Agenda Name: Single/Sole Source Requests

Item ID: 2017-5266

Outline No.: IL69.

Cutoff Date: 1/1/2020 5:00 AM

Event Date/Time: 1/1/2020 5:00 AM

 Created: 8/28/2017 7:57:44 AM

- Details
- Fiscal (3)
- Attachments (6)
- Comments (4)
- Approvals (7)
- Tasks
- Item Reports (1)

[↔ EDIT ORDER](#)
[←](#)
[→](#)

[+ ADD APPROVALS](#)

Delete	Routing Status	Assigned To	Arrived On	Approved By	Approved On	Days Assigned
	Created/Initiated	Julia Wiggins	8/28/2017 8:29:57 AM			
	Approved	Julia Wiggins	8/28/2017 8:29:57 AM	Julia Wiggins	8/28/2017 8:30:28 AM	0
	Approved	Rick Wilson	8/28/2017 8:30:28 AM	Rick Wilson	8/28/2017 8:57:09 AM	0
	Approved	Lynn Stevens	8/28/2017 8:57:09 AM	Lynn Stevens	8/28/2017 11:50:22 AM	0
	Approved	James Tillman	8/28/2017 11:50:22 AM	James Tillman	9/15/2017 1:39:30 PM	18
	Approved	Jake Johansson	9/15/2017 1:39:30 PM	Jake Johansson	9/21/2017 4:02:09 PM	6
	Final Approval	Robin Fenwick	9/21/2017 4:02:09 PM	Robin Fenwick		0



My DemandStar

Buyers

Account Info

View Bids

Log Quote

[View Quotes]

Supplier Search

Build Broadcast List

Reports

Quote Details

Quote Number	JW17-33
Quote Name	Sensus 520 Transmitters (FlexNet)
Broadcast Date	8/28/2017 8:32:01 AM Eastern
Date Due	9/4/2017 1:00:00 AM Eastern
Delivery Requirements	None specified
Shipping Notes	None specified
Additional Specifications	None specified
Insurance & Additional Requirements	None specified
Terms & Conditions	Net 30 upon receipt and approval.
Status Notes	
Broadcast List Filtered	No
Commodity Codes	View
Documents	View

Suppliers

Line Items

#	Description	Quantity Awarded To	Actions
1.	The City of Port Orange intends to award HD Supply Waterworks. LTD as Sole Source vendor for the purchase of Sensus 520M Single and Dual Port Transmitters (FlexNet MXU's). This will be a one-year price agreement with a not to exceed amount of \$300,000.	1 job	Details
2.	"In accordance with Florida Statue 287.057, this notice below reflects commodities or contractual services sought by the City of Port Orange, Florida that are thought to be only available from a single source. Prospective vendors are requested to provide information regarding the ability to supply the commodity or contractual services described in the notice."	1 job	Details

<< Return



- My DemandStar Buyers Account Info
- View Bids Log Quote [View Quotes] Supplier Search Build Broadcast List Reports

Quote Details

Quote Number	JW17-33
Quote Name	Sensus 520 Transmitters (FlexNet)
Broadcast Date	8/28/2017 8:32:01 AM Eastern
Date Due	9/4/2017 1:00:00 AM Eastern
Delivery Requirements	None specified
Shipping Notes	None specified
Additional Specifications	None specified
Insurance & Additional Requirements	None specified
Terms & Conditions	Net 30 upon receipt and approval.
Status Notes	
Broadcast List Filtered	No
Commodity Codes	View
Documents	View

Suppliers			Line Items					
0 Supplier(s) found.			Response Status: Submitted Quote		Search			
Supplier	City	Attributes	Programs	Response Status	Quote Total 	Delivery (days ARO)	Complete / Partial	Actions

Subtotals will be rounded up to the nearest cent



- My DemandStar
- Buyers
- Account Info
- View Bids
- Log Quote
- [View Quotes]
- Supplier Search
- Build Broadcast List
- Reports

Update Quote Status

Quote Number JW17-33

Quote Name Sensus 520 Transmitters (FlexNet)

Date Due 9/4/2017 1:00:00 AM Eastern

Line Items Awarded 0 of 2

Quote Status Changed To Awarded

Notes

<< Return

September 18, 2017

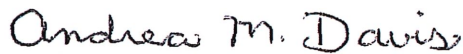
Jim Tillman CPPO, C.P.M.
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Mr. Tillman:

Sensus, USA is pleased to announce that Core & Main LP is the exclusive Authorized Distributor of Sensus products for the state of Florida. Please contact Core & Main LP for all of your Sensus needs. Purchasing Sensus, USA products from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at andrea.davis@xylem-inc.com regarding this or any other matter.

Sincerely,



Andrea Davis
Sensus, USA
Director, Channel Marketing


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[Buyers](#)
[Account Info](#)
[View Bids](#)
[\[Log Quote\]](#)
[View Quotes](#)
[Supplier Search](#)
[Build Broadcast List](#)
[Reports](#)

Quotes

Supplier Broadcast

Your quote request has been queued for broadcast. Please check back shortly to view the Quote Details.

Supplier	Location
1 A.C. Schultes of Florida, Inc.	Gibsonton, FL
2 A2 Group, Inc.	South Miami, FL
3 ACRT, Inc	Akron, OH
4 ADAAG Consulting Services, LLC	Miami, FL
5 AECOM Technical Services, Inc.	Tallahassee, FL
6 AIM Engineering & Surveying, Inc.	Tampa, FL
7 All American Poly	Piscataway, NJ
8 All Service Contracting Corp.	Decatur, IL
9 ALLEN ENGINEERING INC	COCOA BEACH, FL
10 American AVK Company	Minden, NV
11 American Water Chemicals, Inc.	Plant City, FL
12 Aqua Metric	Schertz, TX
13 Aquatic Management Plus	Palatka, FL
14 ARAZOZA BROTHERS CORP	HOMESTEAD, FL
15 Arcadis	Greenville, SC
16 ART WALKER CONSTRUCTION INC	LOWELL, FL
17 Austin Tupler Trucking, Inc.	Davie, FL
18 Ayres Associates Inc.	Eau Claire, WI
19 Badger Meter, Inc.	Milwaukee, WI
20 Barney's Pumps, Inc.	Lakeland, FL
21 BASE Construction, Inc.	Orlando, FL
22 Baxter & Woodman	Crystal Lake, IL
23 Bob's Barricades	Sunrise, FL
24 Brown and Caldwell	Maitland, FL
25 Burns & McDonnell	Phoenix, AZ
26 C.T. Hsu + Associates, P.A.	Orlando, FL
27 Cale America, Inc.	Tampa, FL
28 Calgon Carbon Corporation	Pittsburgh, PA
29 Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL
30 CAME Americas, LLC.	Miami Lakes, FL
31 Carbon Activated Corporation	Compton, CA
32 Carr & Collier Inc	Leesburg, FL
33 CEC Motor & Utility Services, LLC	Palmetto, FL
34 Central Florida Environmental Corporation	Winter Springs, FL
35 Ceres Environmental Services	Brooklyn Park, MN
36 Champlin Architecture	Cincinnati, OH
37 Chemical Systems	Zellwood, FL
38 Chinchor Electric, Inc.	Enterprise, FL
39 Clough Harbour & Associates LLP	Albany, NY
40 CMD Group	Norcross, GA
41 Con-Air Industries	Orlando, FL
42 Condo Electric Industrial Supply, Inc.	Hialeah, FL
43 Connelly & Wicker Inc.	Jacksonville, FL

44	Consolidated Pipe and Supply, Inc.	Orlando, FL
45	Consolidated Resource Recovery, Inc.	Sarasota, FL
46	Construction Journal, Ltd.	Stuart, FL
47	Construction Management of Florida, Inc.	Vero Beach, FL
48	Container System & Equipment Co., Inc.	Daytona Beach, FL
49	Crossroads Site Development LLC	Ormond Beach, FL
50	CSI Contracting, Inc.	QUINCY, FL
51	Dana Safety Supply Operating as Southern Public Safety Equipment & Southern Firearms	Greensboro, NC
52	Danus Utilities, Inc.	New Smyrna Beach, FL
53	Decon Environmental & Engineering	Fort Lauderdale, FL
54	DeJonge Excavating Contractors, Inc.	Nokomis, FL
55	Dell Inc.	Ellisville, MO
56	Dewberry	Atlanta, GA
57	Dickerson, Inc.	Fort Pierce, FL
58	Diversified Drilling Corporation	Zephyrhills, FL
59	Dodec, Inc.	Hialeah Gardens, FL
60	Eastman Aggregate	Lake Worth, FL
61	Ecolab Inc.	St. Paul, MN
62	EJ USA, Inc.	East Jordan, MI
63	Electric Sales Associates, Inc.	Weston, FL
64	Electro Mechanical South, Inc.	Sarasota, FL
65	Elite Industrial Painting	Tarpon Springs, FL
66	Environmental Products Group, Inc.	Apopka, FL
67	Ernie Morris Enterprises, Inc.	Bushnell, FL
68	ESG Operations	Macon, GA
69	Everglades Farm Equipment	Belle Grade, FL
70	Ferguson Enterprises	Melbourne, FL
71	Ferguson Enterprises, Inc.	Tampa, FL
72	Ferguson Enterprises, Inc. - Waterworks	Orlando, FL
73	Ferreira Construction Company Inc.	Stuart, FL
74	Fisher Scientific	Hanover Park, IL
75	Flagler Construction Equipment LLC	Orlando, FL
76	Florida Design Contractors	West Palm Beach, FL
77	Florida Environmental	Fort Lauderdale,, FL
78	Florida Minority Supplier Development Council (FMSDC)	Orlando, FL
79	Fortiline Waterworks formerly MSC Waterworks	Riviera beach, FL
80	GAI Consultants	Orlando, FL
81	Garney Construction	Winter Garden, FL
82	Geographic Technologies Group, Inc.	Goldsboro, NC
83	George & Associates Consulting Engineers, Inc.	Tallahassee, FL
84	GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS INC	ORLANDO, FL
85	GERAGHTY & MILLER	West Palm Beach, FL
86	Gibbs & Register Inc	Winter Garden, FL
87	Glover Oil Company	Melbourne, FL
88	Godwin Pumps of America, Inc.	Bridgeport, NJ
89	Golden Brush, Inc	Tarpon Springs, FL
90	Grainger	Northbrook, IL
91	Grainger	Tallahassee, FL
92	Grainger	Northbrook, IL
93	Grainger	Northbrook, IL
94	Grosch Irrigation	Dublin, GA
95	Grove Welders, Inc.	Vero Beach, FL
96	H&H Liquid Sludge Disposal, Inc	Branford, FL
97	Harris/McBurney Co.	Tampa, FL
98	Hayes Pipe Supply, Inc.	Tampa, FL
99	HD Supply Waterworks LTD	
100	HD Supply Waterworks, Ltd.	Orlando, FL
101	Heyward Incorporated	Winter Park, FL
102	HNTB Corporation	Lake Mary, FL

- 103 Hyatt Survey Services, Inc. (WBE)
- 104 Innovative Metering
- 105 Ion, Inc.
- 106 IPS Group, Inc.
- 107 J. B. Coxwell Contracting, Inc.
- 108 Jack Doheny Supplies, Inc.
- 109 Janek Corp
- 110 KCI Technologies, Inc.
- 111 Keith & Schnars
- 112 Keith and Associates, Inc.
- 113 Kemira Water Solutions
- 114 Kimley-Horn and Associates, Inc.
- 115 Kimley-Horn and Associates, Inc.
- 116 King Engineering Associates, Inc.
- 117 Kleen Industrial Services, Inc.
- 118 L.J. Ruffin & Associates
- 119 Laserturf Southeast Inc.
- 120 Lhoist North America
- 121 M & B Products, Inc.
- 122 Mader Electric Motors
- 123 Magnum Builders Of Sarasota, Inc.
- 124 Magnum Construction Solutions
- 125 MASTER METER INC (FT Worth)
- 126 Maudlin International Trucks Inc
- 127 MBR Construction, Inc.
- 128 McKesson Medical-Surgical Minnesota Supply Inc
- 129 McMahan Construction Co., Inc.
- 130 MCS of Tampa
- 131 mcvac environmental
- 132 Metro Equipment Service, Inc.
- 133 Metzger & Willard, Inc.
- 134 Michael Baker Corporation
- 135 Miller Bearings a division of Motion Industries, Inc.
- 136 Miller Legg
- 137 Mills Electric Service, Inc.
- 138 Mueller Sysetms
- 139 Municipal Water Works, Inc.
- 140 Murray Logan Construction, Inc.
- 141 New World Builders, Inc.
- 142 Noble Sales Co., Inc.
- 143 ODB
- 144 Ogden's Traffic Markings Inc
- 145 Otto Environmental Systems, LLC
- 146 Pace Analytical Services, Inc.
- 147 Pango USA LLC
- 148 Pat's Pump & Blower
- 149 Paul Jacquin & Sons, Inc.
- 150 Paxton Patterson
- 151 Poolsure
- 152 Praxair
- 153 PRP Construction
- 154 Quentin L Hampton Associates Inc
- 155 R&M Service Solutions
- 156 R.C. Beach & Associates
- 157 Raybro Electric Supplies
- 158 Reliability Consulting Services, Inc.
- 159 Resource One Cleaning Supplies
- 160 RG 3
- 161 Ric-Man International

- Bradenton, FL
- Odessa , FL
- melbourne, FL
- San Diego, CA
- Jacksonville, FL
- Twinsburg, OH
- Tuckerton, NJ
- Sparks, MD
- Fort Lauderdale, FL
- Pompano Beach, FL
- Lawrence, KS
- West Palm Beach, FL
- Sacramento, CA
- Tampa, FL
- Danville, CA
- Orlando, FL
- watkinsville, GA
- Lakeland, FL
- Tampa, FL
- North Fort Meyers, FL
- Sarasota, FL
- Ocala, FL
- Mansfield, TX
- Orlando, FL
- Ft. Lauderdale, FL
- GOLDEN VALLEY, MN
- DeLand, FL
- Tampa, FL
- New Haven, , CT
- Miami, FL
- Tampa, FL
- Moon Township, PA
- Orlando, FL
- Fort Lauderdale, FL
- Fort Lauderdale, FL
- Cleveland, NC
- Sanford, FL
- West Palm Beach, FL
- Fort Lauderdale, FL
- Norwell, MA
- Richmond, VA
- jupiter, FL
- Charlotte, NC
- Minneapolis, MN
- New York, NY
- Orlando, FL
- Fort Pierce, FL
- Chicago, IL
- Houston, TX
- Burr Ridge, IL
- Indiantown, FL
- Port Orange, FL
- Trilby, FL
- Dunedin, FL
- Cocoa, FL
- Apollo Beach, FL
- Sarasota, FL
- longview, TX
- Pompano Beach, FL

- 162 Ring Power Corp - WCC
- 163 RR Waste Solutions LP
- 164 Ruby Builders, Inc.
- 165 S&ME, Inc. - Tampa
- 166 Safety Products, Inc.
- 167 SALSER
- 168 Santa Cruz Construction, Inc.
- 169 Santis Engineering
- 170 Sawcross, Inc.
- 171 School Specialty
- 172 Sensus USA, Inc.
- 173 Spirit Group Inc
- 174 SRSstorm. Inc
- 175 Summit Construction
- 176 SUNSTATE METER & SUPPLY
- 177 Swan Analytical
- 178 T.Y. Lin International
- 179 The Middlesex Corporation
- 180 The Printing Department
- 181 Thielsch Engineering, Inc.
- 182 Thirkettle Corporation
- 183 Traffic Control Devices, Inc.
- 184 Traffic Control Products of Florida, Inc.
- 185 Trane - Tampa Bay
- 186 Tri-Sure Corp.
- 187 Trinova Inc
- 188 TRIPP ELECTRIC MOTORS, INC.
- 189 U.S. Water Services Corporation
- 190 United Rentals
- 191 Univar USA Inc.
- 192 US Bronco Excavating
- 193 USA BlueBook
- 194 Utility Service Co., Inc.
- 195 Vanguard Utility Service, Inc.
- 196 Vector Technologies Ltd.
- 197 VenTek International
- 198 Veolia
- 199 VHB
- 200 Walker Miller Equipment Company
- 201 Ware
- 202 Waste Management
- 203 Wastewater Solutions, LLC
- 204 Westra Construction Corp.
- 205 Wharton-Smith, Inc.
- 206 Whitehouse Contracting, LLC
- 207 WSP USA Inc.
- 208 Xenco Laboratory
- 209 Xylem Inc
- 210 YSI
- 211 Zenner USA

- St. Augustine, FL
- Dripping Springs, TX
- Orlando, FL
- Tampa, FL
- Eaton Park, FL
- belevue, FL
- Merritt Island, FL
- Cape Canaveral, FL
- Jacksonville, FL
- Greenville, WI
- Uniontown, PA
- Orlando, FL
- Mobile, AL
- Vero Beach, FL
- NEWBERRY, FL
- Wheeling, IL
- Coral Gables, FL
- Littleton, MA
- Holly Hill, FL
- Cranston, RI
- Schertz, TX
- Altamonte Springs, FL
- Tampa, FL
- Tampa, FL
- Auburndale, FL
- Lakeland, FL
- BELLE GLADE, FL
- New Port Richey, FL
- Clackamas, OR
- Morrisville, PA
- Fairfield, OH
- Waukegan, IL
- Perry, GA
- Owensboro, KY
- Milwaukee, WI
- Petaluma, CA
- Germantown, WI
- Watertown, MA
- Orlando, FL
- Loisville , KY
- pompano beach, FL
- Boca Raton, FL
- Palmetto, FL
- Sanford, FL
- Lake Helen, FL
- Tampa, FL
- Stafford, TX
- Apopka, FL
- Yellow Springs, OH
- Addison, TX

Log Another Quote



INTENT TO AWARD SOLE SOURCE

SOLE SOURCE COVER SHEET

The City of Port Orange intends to procure the item(s) as described on the attached Sole Source Justification Form and attached documentation justifying this purchase a sole source.

This notice will be posted on Quote Wire for a period of seven days. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described by emailing the City of Port Orange Purchasing Division. No complaints or protests will be considered after seven days of this posting.

FOR CITY OF PORT ORANGE USE ONLY:

Date: 08/25/2017

Quote Wire #: JW17-33

Contact Person: Julia Wiggins, Public Utilities Administration

Phone: (386) 506-5751

Email: jwiggins@port-orange.org

Purchasing Division: purchasing@port-orange.org

Item Description:

The City of Port Orange intends to award HD Supply Waterworks, LTD; as Sole Source vendor for to purchase of Sensus 520M Single and Dual Port Transmitters (FlexNet MXU's) . This will be a one-year price agreement with a not to exceed amount of \$300,000.



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- [Log Quote]
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- Supplier Search
- Build Broadcast List
- Reports

Quote Wire(sm)



Quote Preview

Quote Information

EDIT

Buyer City of Port Orange - Finance Department

Quote Title Sensus 520 Transmitters (FlexNet)

Quote Number JW17-33

Quote Due Date 9/4/2017 1:00:00 AM Eastern

Quote Year 2018

Delivery Requirements

Contact Information Julia Wiggins
City of Port Orange - Public Utilities
1000 City Center Circle

Port Orange, FL 32129
United States of America
Phone: 3865065751
Fax: 3865065711
jwiggins@port-orange.org

Shipping Information Julia Wiggins
City of Port Orange - Public Utilities
1000 City Center Circle

Port Orange, FL 32129
United States of America
Phone: 3865065751

Shipping Notes

Item Information

EDIT

	Description	Quantity
1.	The City of Port Orange intends to award HD Supply Waterworks. LTD as Sole Source vendor for the purchase of Sensus 520M Single and Dual Port Transmitters (FlexNet MXU's). This will be a one-year price agreement with a not to exceed amount of \$300,000.	1 job
2.	"In accordance with Florida Statue 287.057, this notice below reflects commodities or contractual services sought by the City of Port Orange, Florida that are thought to be only available from a single source. Prospective vendors are requested to provide information regarding the ability to supply the commodity or contractual services described in the notice."	1 job

Additional Specifications

Insurance Requirements

Terms and Conditions

Net 30 upon receipt and approval.

Uploaded Documents

EDIT

- 1. JW17-33 HD Supply Waterworks LTD

Commodity Codes Assigned To This Quote

EDIT

- 00199877 Parking and Water Meters, Sale of Surplus and Obsolete Items
- 01254597 Water, Potable (See 390-91 for Bottled Water)
- 02296858 Meter Reading Services
- 03089040 Meter Boxes, Meter Vaults, and Valve Boxes (See 210-45 for Concrete Type)
- 03089045 Meter Fittings, Water, Including Parts and Accessories, and Conversion Kits
- 03089046 Meter Reading Devices

([View Matching Suppliers](#))

Supplemental Suppliers

1 Supplemental Supplier(s)

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/01/2020

Consent item: No

SUBJECT: (I4) (FY18) JW17-33 - HD Supply Waterworks, LTD; award as a sole source vendor for the purchase of Sensus 520M Single and Dual Port Transmitters (FlexNet MXU's). This will be a one-year agreement with a not to exceed amount of \$300,000.00

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION:

SUMMARY:

HD Supply Waterworks, LTD is the sole source authorized Sensus distributor in Florida. It has been the direction of the City to transform all current and new meter installs to have a Sensus 520M FlexNet Transmitter mounted with each meter. For the purpose of maintain consistency in our utility system, we are requesting permission to continue purchasing and installing these transceiver units.

This contract will be contingent upon the approval of the FY2018 Capital Improvement and Operating Budgets.

Demand Star posting due back in on 9/4/2017.

Project No.: <u>ZMI044</u>	Funding Account No.: <u>401 0800 536 4931</u>
<u>none</u>	<u>401 0800 536 4933</u>
<u>none</u>	<u>401 0800 536 6431</u>

ATTACHMENTS:

1.	Department Justification Memo	Public Utilities Department - Memo.pdf
2.	JW17-33 HD Supply Demand Star Packet	JW17-33 HD Supply Waterworks.pdf
3.	JW17-33 Demand Star Posting	JW17-33 HD Supply Waterworks Demand Star Posting.pdf
4.	Vendor Packet	HD Supply Waterworks, Ltd.pdf

Julia Wiggins
Julia Wiggins
Rick Wilson
Lynn Stevens
James Tillman

Created/Initiated - 08/28/2017
Approved - 08/28/2017
New -

Jake Johansson
Robin Fenwick



City of Port Orange Public Utilities Department

TO: M.H. Johansson, City Manager
Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Utilities Director

FROM: Julia Wiggins, Public Utilities Budget Analyst

DATE: August 25, 2017

SUBJECT: Sole Source Request for HD Supply Waterworks, LTD
(Demand Star posting JW17-33)

REQUEST:

The Public Utilities Department is requesting approval to award HD Supply Waterworks, LTD as the City's sole source provider for the purchase of Sensus 520M Single and Dual Port Transmitters. This contract will be for a fiscal year amount of \$300,000.

PURPOSE:

The purpose of this request is to enhance the City's infrastructure maintenance programs in order to extend the full life of capital investments.

CONSIDERATION:

HD Supply Waterworks, LTD is the sole source authorized Sensus distributor in Florida. It has been the direction of the City to transform all current and new meter installs to have a Sensus 520M FlexNet Transmitter mounted with each meter. For the purpose of maintain consistency in our utility system, we are requesting permission to continue purchasing and installing these transceiver units.

This contract will be contingent upon the approval of the FY2018 Capital Improvement and Operating Budgets.

FUNDING:

Zero Read Meter Replacement Program (ZMI044)
401 0800 536 4931 \$250,000

Non-Capital New Meters (non-project related)
401 0800 536 4933 \$25,000

Capital New Meters (non-project related)
401 0800 536 6431 \$25,000

RECOMMENDATION:

The Public Utilities Department is recommending approval to award HD Supply Waterworks, LTD as the City's sole source provider for the purchase of Sensus 520M Single and Dual Port Transmitters. This contract will be for a fiscal year amount of \$300,000.

ANTICIPATED SCHEDULE:

- a.) Enter into Demand Star by 8/25/17, due back by 9/1/2017
- b.) Fully Executed contract by 9/22/2017

ATTACHMENTS:

- a.) JW17-33 Demand Star Posting documents
- b.) Letter from Manufacture
- c.) Price List

September 18, 2017

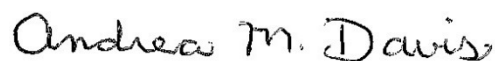
Jim Tillman CPPO, C.P.M.
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Mr. Tillman:

Sensus, USA is pleased to announce that Core & Main LP is the exclusive Authorized Distributor of Sensus products for the state of Florida. Please contact Core & Main LP for all of your Sensus needs. Purchasing Sensus, USA products from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at andrea.davis@xyleminc.com regarding this or any other matter.

Sincerely,



Andrea Davis
Sensus, USA
Director, Channel Marketing



Paul Thomas
590 Ferguson Dr.
Orlando, FL 32805

August 15, 2017

Mr. Rick Wilson
1000 City Center Circle
Port Orange, Florida 32129

Dear Mr. Wilson,

HD Supply Waterworks appreciated the opportunity to provide metering equipment and services to the City of Port Orange. The price for each transmitter will be representative of the upcoming Punta Gorda pricing agreement. Beginning on October 1, 2017, we will charge prices for any new orders at the below listed pricing.

New Transmitter pricing effective October 1, 2017:

520M Single Port Transmitter (wired) for Sensus FlexNet (2 Way)	\$123.71
520M Dual Port Transmitter (wired) for Sensus FlexNet (2 Way)	\$140.00
Splice Kits (includes 3 – 3M Gel Caps and 1 – Grease Tube)	\$ 4.00

Please let me know if you have any further questions regarding transmitter pricing. I have included our Sole Distributor letter from Sensus for Port Orange as a separate attachment.

Sincerely,

Paul B. Thomas

Paul Thomas

Paul.Thomas@HDSupply.com

(321) 689-1322 Cell Phone

(407) 291-1545 Office