



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JANUARY 16, 2018

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. Invocation - Father Chris Hoffman of Our Lady of Hope Catholic Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. January 4, 2018 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Award of ITB #18-07 to Alterations by Lucy and Crisp & Clean Dry Cleaning and More LLC for dry cleaning & alterations of Uniforms
 - b. Halifax Paving-Change Order No. 1 to Piggyback Agreement CA6019-Annual Paving Program FY17
 - c. Alford Timber, Inc. (ITB17-12) Timber Harvesting - Changer Order No 1 to the Timber Harvesting and Sale Agreement, dated June 20, 2017.
 - d. Mead & Hunt, Inc. - Change Order No 1 to Task Authorization No 2 for the Howes Street Stormwater Improvement Project
8. Major Special Event Request – 4Ever Fitness 5K Run/Walk & 1-Mile Kids Fun Run located at 4Ever Fitness, 4639 Clyde Morris Boulevard.
9. Major Special Event Request - Remarkable River Race 5K at Aunt Catfish Restaurant at 4009 Halifax Drive & Panhead's Pizzeria located at 4085 Ridgewood Avenue.

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

D. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

E. ANNUAL MEETING OF CORPORATIONS

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

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

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

14. Parks & Recreation Advisory Board Appointments

G. PUBLIC HEARING

15. Reconsideration of First Reading - Ordinance No. 2017-34 - Eighth Amendment to the Master Development Agreement and Conceptual Development Plan for the Port Orange Gateway Center Planned Commercial Development / Case No. 17-40000001 (Continued from January 4, 2018)

16. First Reading - Ordinance No. 2018-1 – In Land We Trust Planned Unit Development Master Development Agreement and Conceptual Development Plan, Case No. 17-40000005

17. First Reading - Ordinance No. 2018-2 - Six Month Extension to the Moratorium on the issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the rights-of-way of the City of Port Orange

H. REGULAR AGENDA

18. American Cancer Society - Relay for Life fee waiver request

I. COMMENTS

19. City Attorney Comments

20. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports

a. ArtHaus

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

K. ADJOURNMENT

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS 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
JANUARY 4, 2018

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 was given by Pastor Mike Swingle of First Baptist Church of Harbor Oaks

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

4. Presentation of Proclamations to the 2017 City Retirees

Mayor Burnette presented proclamations to each of the City's retirees in attendance and Council thanked them for their service. Mr. Johansson also thanked the retirees for their commitment to the community.

5. Election of Vice Mayor

Motion to appoint Scott Stiltner as Vice Mayor was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

Council thanked Councilman Ford for his service as Vice Mayor in 2017.

6. Rules of Procedure ("Local Rules")

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

Sarah Jones, citizen, asked that the Rules include a requirement that enough copies for the public are provided should someone bring documents to be presented at the meeting. Mr. Johansson advised Council that Staff can make a few extra copies if there is time before the meeting begins but it would be difficult to stop them from bringing documents and presenting them to Council at the meeting. Council agreed.

Motion carried unanimously by roll call vote.

CONSENT AGENDA

7. Public Comments on Consent Agenda Items Only

There were no comments from the public on Consent Agenda Items.

8. Agenda Approval

No changes or additions were requested.

9. Approval of Minutes

- a. December 12, 2017 - Regular City Council Meeting

10. Bid Awards and Contract Items

- a. Approval of Change Order No. 1 to Task Authorization No. 1 to Dredging Marine Consultants (DMC)

- b. Award of bid #18-02 to Emergency Vehicle Repair for Amkus Tool Procurement

- 11. Major Special Event Request – LiveStrong 5K at Aunt Catfish Restaurant located at 4009 Halifax Drive & Panhead's Pizzeria located at 4085 Ridgewood Avenue

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

CITIZEN PARTICIPATION (Agenda)

12. Lakeside Jazz Festival Request for co-sponsorship

Dr. Mary Bonner, Treasurer for Lakeside Jazz Festival, introduced other members of the Board and requested Council support a co-sponsorship without the requirement for the Festival to pay for liability insurance. The City has covered the cost for the past 20 years.

Council appreciates the work done by the group and agreed to the co-sponsorship. Mr. Johansson explained the need for the liability insurance. He asked Council to discuss that aspect and include direction on payment thereof in their motion.

Motion to approve the co-sponsorship agreement with the liability insurance being paid by the Festival was made by Councilman Bastian, and Seconded by Councilman Tramont.

Discussion was held regarding the liability insurance requirement.

Motion to amend the original motion to *exclude* the liability insurance was made by Councilman Ford, and Seconded by Councilman Tramont. Motion to amend carried unanimously by roll call vote.

Motion as amended to approve the co-sponsorship and establishment of an agreement but to *exclude* the liability insurance with the Lakeside Jazz Festival carried unanimously by roll call vote.

Vice Mayor Stiltner requested the award recipients come before Council for recognition. Dr. Bonner agreed to invite them once awarded.

Mayor Burnette asked for a workshop regarding waivers and co-sponsorships to consider changing the fee resolutions to match current practice. Council agreed and Mr. Johansson will schedule same.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There was none.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Ford would like traffic studies done when development is being requested along Dunlawton Avenue. He would also like to see larger commercial parking spots as the compact spots are just too small for most cars.

Councilman Bastian asked if the right of way between the fence and the sidewalks along Dunlawton Avenue is supposed to be maintained by the County or City Staff. There is trash and the grass is overgrown. Mr. Johansson will check into the ownership and maintenance requirements.

Vice Mayor Stiltner asked if there is a process to alert all employees of a missing person. Mr. Johansson said the Emergency Manager can utilize the alert system.

Mayor Burnette recognized the UCF Knights on their undefeated football season. The team consisted of some local talent.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

14. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details from the November 2017 reports.

PUBLIC HEARING

15. Reconsideration of First Reading - Ordinance No. 2017-34 - Eighth Amendment to the Master Development Agreement and Conceptual Development Plan for the Port Orange Gateway Center Planned Commercial Development / Case No. 17-40000001

Mayor Burnette read Ordinance No. 2017-34.

ORDINANCE NO. 2017-34

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE EIGHT AMENDMENT OF THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR PORT ORANGE GATEWAY CENTER PLANNED COMMERCIAL DEVELOPMENT (PCD) AND THE CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-34 was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner.

Glen Storch, Attorney for the Applicant, requested a continuance of the reconsideration of the first reading so that he and his client can address some of the traffic and other issues discussed by Council previously.

Motion to withdraw the approval of the Ordinance and continue until January 16, 2018 was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner.

Shan Queen, owner of Chic Fil A, is not concerned with traffic issues being created from this project but is working with Mr. Storch and the applicant to improve the traffic patterns if possible. He will be submitting plans to remodel and make changes to the parking lot of Chic Fil A in the near future.

Joe Pietroburgo, 3890 Bourbon St., asked that the traffic study include the traffic impacts along Yorktowne Blvd.

Motion carried unanimously by roll call vote.

16. Second Reading – Ordinance No. 2017-33 - 2017 Comprehensive Plan Capital Improvements Element (CIE) Annual Update Case No. 17-27500001

ORDINANCE NO. 2017-33

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN CAPITAL IMPROVEMENT ELEMENT; PROVIDING FOR THE FY2018-2023 FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND SUPPORTING DATA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-33 was made by Councilman Ford, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

COMMENTS

17. City Attorney Comments

There were none.

18. City Manager Comments

Mr. Johansson will send out a map of improvements for Dunlawton Avenue.

Tracey Riehm, Finance Director, presented the Financial Report.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

a. River 2 Sea TPO - Councilman Bastian provided details of the most recent meeting held.

b. General Employees' Pension Plan – Vice Mayor Stiltner provided details from the most recent meeting held. The fund is in good shape.

ADJOURNMENT - 7:58 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC, City Clerk

Created/Initiated - 01/03/2018
Approved - 01/03/2018
Approved - 01/03/2018

James Tillman	Approved - 01/04/2018
Tracey Riehm	Approved - 01/04/2018
Margaret Roberts	Approved - 01/08/2018
Jake Johansson	Approved - 01/09/2018
Robin Fenwick	Final Approval - 01/09/2018



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2018, 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 **ALTERATIONS BY LUCY AND CRISP & CLEAN DRY CLEANING AND MORE, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 15 Utility Drive, Suite C, Palm Coast, Florida 32137. 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 odorless cleaning, laundering and pressing of department personnel garments, which shall also include on site alterations and mending services, with return service to the Police Department located at 4545 Clyde Morris Boulevard, and Fire Administration located at 1090 City Center Boulevard, and as further described in the scope of services of Invitation to Bid No 18-07 ("ITB 18-07") Dry Cleaning Service, and Contractor Proposal, attached hereto as Exhibit "1." **All uniformed personnel and detective clothing shall be cleaned, laundered, and pressed unless otherwise indicated by the individual customer or the garment's cleaning instructions.** Turnaround time for the laundry cleaning service for both the Police (uniformed and non-uniformed personnel) and Fire Departments shall be a three (3) day minimum with a five (5) day maximum. Police Department and Fire Administration laundry shall be picked up and delivered three (3) times per week, with schedule of days to be agreeable between respective parties. A complete copy of RFP 18-07, 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 initial term of this Contract shall commence on January 16, 2018 and shall continue for one year (the "Initial Term").

Renewals. Upon mutual written agreement of the Parties, this Contract may be renewed for two (2) additional one-year periods, subject to City Manager approval.

Manner and Place: The work shall be performed as outlined in ITB 18-07 and 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.

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 Fifty Thousand and 00/100 Dollars (\$50,000.00) per fiscal year, payable upon monthly invoicing submitted to the using departments no later than the tenth (10th) of the following month. Invoices shall reference the appropriate purchase order number and item number, and shall be accompanied by the signed tickets with the clothing prices itemized. 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 Police Chief, Thomas Grimaldi, 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.		

- | | |
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| ☐ | Unless otherwise required by law, Department Head waives Insurance for work described as follows:
(check at least one)
☐ under \$25,000.00
☐ including goods F.O.B. the place of destination |
|--------------------------|---|

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: Thomas Grimaldi, Police Chief
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5870

Contractor: Alterations by Lucy and Crisp & Clean Dry Cleaning and More, LLC
Attention: Daniel C. Paulo, Manager
15 Utility Drive, Suite C
Palm Coast, Florida 32164
crispandcleandrycleaning@gmail.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:

**ALTERATIONS BY LUCY AND CRISP & CLEAN DRY
CLEANING AND MORE, LLC**

Printed Name: _____

By: _____

Daniel C. Paulo, Manager

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 FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Daniel C. Paulo, as Manager of Alterations by Lucy and Crisp & Clean Dry Cleaning and More, LLC, a Florida limited liability 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 _____, 2018, 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 _____, 2018, 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**

**CITY OF PORT ORANGE
DRY CLEANING SERVICES**

ITB # 18-07

Completed Exhibit 1 Bid Proposal form **MUST** be included with Bid Submission
Instruction to save Attachment from Demandstar 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:	ALTERATIONS BY LUCY AND CRISP & CLEAN DRY CLEANING LLC
CONTACT PERSON:	DANIEL PAULO
EMAIL ADDRESS:	CRISPANDCLEANDRYCLEANING@GMAIL.COM
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	ESTIMATED QTY	MONTHLY /ANNUALLY	UNIT PRICE PER EACH	EXTENDED PRICE
POLICE DEPARTMENT /UNIFORM PERSONNEL					
1	Pants/Trousers	450	MONTHLY	\$ 2.35	\$ 1,057.50
2	Short Sleeve Uniform Shirts	450	MONTHLY	\$ 1.50	\$ 675.00
3	Summer Uniform Shirts (pull over style)	175	MONTHLY	\$ 1.40	\$ 245.00
4	Polo Style Shirts (marked w/ Dept. Insignia)	50	MONTHLY	\$ 2.00	\$ 100.00
5	Clip on Polyester Ties	10	MONTHLY	\$ 2.50	\$ 25.00
6	Winter Jackets	50	ANNUALLY	\$ 6.00	\$ 300.00
7	Jail Jumpsuits	10	MONTHLY	\$ 6.00	\$ 60.00
8	Repairs/Alterations/Mending	25	MONTHLY	\$ 10.00	\$ 250.00
SUB TOTAL					\$ 2,712.50
DETECTIVE / ADMINISTRATIVE PERSONNEL / UNDERCOVER (PLAIN CLOTHES)					
1	Pants/Trousers	150	MONTHLY	\$ 2.35	\$ 352.50
2	Short Sleeve Button up Shirts	125	MONTHLY	\$ 1.50	\$ 187.50
3	Long Sleeve Button up Shirts	100	MONTHLY	\$ 1.75	\$ 175.00
4	Polo/Golf Style Shirts	75	MONTHLY	\$ 2.00	\$ 150.00
5	Female Blouses	40	MONTHLY	\$ 2.50	\$ 100.00
6	Skirts	20	ANNUALLY	\$ 3.75	\$ 75.00
7	Dresses	20	ANNUALLY	\$ 7.00	\$ 140.00
8	Ties	20	MONTHLY	\$ 2.50	\$ 50.00
9	Sport Coats (<i>Suit Jackets</i>)	25	MONTHLY	\$ 3.50	\$ 87.50
10	Sweaters	20	MONTHLY	\$ 3.00	\$ 60.00
SUB TOTAL					\$ 1,377.50
FIRE/RESCUE DEPARTMENT					
1	Shirts	150	MONTHLY	\$ 1.75	\$ 262.50
2	Trousers	150	MONTHLY	\$ 2.35	\$ 352.50
3	Jackets	30	ANNUALLY	\$ 3.50	\$ 105.00
4	Repairs	10	MONTHLY	\$ 10.00	\$ 100.00
5	Skirts	8	MONTHLY	\$ 3.75	\$ 30.00
SUB TOTAL					\$ 850.00
CODE ENFORCEMENT					
1	Repairs	5	ANNUALLY	\$ 10.00	\$ 50.00
SUB TOTAL					\$ 50.00
TOTAL BASE BID					\$ 4,990.00

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed bids for the provision of laundry and dry cleaning of garments for City Department, Police and Fire personnel.

SCOPE OF WORK:

DRY CLEANING SERVICES FOR POLICE AND FIRE DEPARTMENT PERSONNEL UNIFORMS

Cleaning and laundering of department personnel garments, as listed below, to be cleaned, laundered, returned odorless and pressed.

The uniform/laundry cleaning for the Police Department will be for police officer uniforms, community service officer uniforms, animal control uniforms, VIP uniforms, and shall consist of: winter jackets, dress uniform shirts (*short sleeve and long sleeve*), summer uniform shirts (*3 button pull over polo style*), polo/golf style department issued shirts (*clearly marked with department insignia*), pants/trousers, ties, shorts, and jail jumpsuits. The Detective Division and specific administrative employees (*list of names to be provided to vendor*) of the Police Department will require cleaning of plain clothes garments, which includes but is not limited to sport coats, pants/trousers, short sleeve button up shirts, long sleeve button up shirts, polo/golf style shirts (*may or may not have specific department insignia*), skirts, dresses, ties, and sweaters. **All uniformed personnel and detective clothing shall be cleaned, laundered, and pressed unless otherwise indicated by the individual customer or the garment's cleaning instructions.** Starch is necessary for the non-uniform shirts unless indicated by the individual customer. It is requested that an "odor free" chemical, if available, be used for the dry-cleaning of all required items.

The uniforms for the Fire Department consist of trousers/pants, skirts, shirts (long sleeve and short sleeve), polo/golf shirts and jackets, sometimes with liners. They also have a dress uniform that consists of a suit coat and pants. The count for shirts usually increases in the fall or cooler weather for both departments.

In addition to the dry cleaning/laundrying, the successful vendor/firm must also be able to provide alterations and mending services on site for the following: hemming of pants/trousers, skirts, button replacement, zipper repair or replacement, seam and tear mending and sewing on of department patches. Alterations, mending services not mentioned above must receive written authorization from the department representative or their designee prior to any alterations. Alterations/mending services carry a **five (5) day** turnaround time frame. A dry-cleaning receipt slip shall be provided by the vendor for each individual who turn garments in for clothing cleaning service of any kind so there is a record/copy for the contractor and the City.

Occasionally, the Code Enforcement Officers in the Community Development Department may utilize the alteration/mending service for the sewing on of their patches, or in hemming trousers. Their uniforms consist of shirts, trousers and possibly a jacket as well.

DELIVERY:

Turnaround time for the laundry cleaning service for both the Police (uniformed and non-uniformed personnel) and Fire Departments uniforms must be a **three (3) day minimum** with a **five (5) day maximum**.

The Police Department and Fire Administration requires their laundry to be picked up and delivered three (3) times per week (*schedule of days to be agreeable between respective parties*) from the locations listed below. A specific laundry area/room will be provided for this service at both facilities. The dry-cleaning vendor shall supply the racks for holding the clean laundry, alphabetical designators, laundry bags for soiled laundry, a commercial hamper to hold the laundry bags and a supply of dry cleaning tickets.

Delivery Locations: The Police Department is located at 4545 Clyde Morris Blvd, Port Orange, Florida, 32129. Fire Administration is located at 1090 City Center Boulevard Port Orange, Florida, 32129.

PAYMENT:

Monthly invoices must be submitted to the using departments no later than the tenth (10) of the following month to allow the using departments and Accounts Payable ample time to process the payments in a timely fashion. Invoices must reference the appropriate purchase order number and must be accompanied by the signed tickets with the clothing pieces itemized.

TERM:

The term of this contract will be for a one (1) year period of time. The contract may be renewed for an additional two (1) year periods of time, if mutually agreeable with all parties.

QUANTITIES:

Police Department Dry Cleaning Quantities

The following is an estimated breakdown of laundry/dry cleaning services required for the Police Department personnel:

UNIFORM PERSONNEL (Including CSO uniforms, ACO uniforms, VIP uniforms, etc)

Pants/Trousers	450 estimated monthly
Short Sleeve Uniform Shirts	450 estimated monthly
Summer Uniform Shirts (<i>pull over style</i>)	175 estimated monthly
Polo Style Shirts (<i>marked w/ Dept. Insignia</i>)	50 estimated monthly
Clip on Polyester Ties	10 estimated monthly
Winter Jackets	50 estimated annually
Jail Jumpsuits	10 estimated monthly
Repairs/Alterations/Mending	25 estimated monthly

DETECTIVE/ADMINISTRATIVE PERSONNEL/UNDERCOVER (Plain Clothes)

Pants/Trousers	150 estimated monthly
Short Sleeve Button up Shirts	125 estimated monthly
Long Sleeve Button up Shirts	100 estimated monthly
Polo/Golf Style Shirts	75 estimated monthly
Female Blouses	40 estimated monthly
Skirts	20 estimated annually
Dresses	20 estimated annually
Ties	20 estimated monthly
Sport Coats (<i>Suit Jackets</i>)	25 estimated annually
Sweaters	20 estimated monthly

FIRE/RESCUE DEPARTMENT

Shirts:	150 estimated monthly
Trousers:	150 estimated monthly
Jackets:	30 estimated annually
Repairs:	10 estimated monthly
Skirts:	8 estimated monthly

CODE ENFORCEMENT

Repairs	5 estimated annually
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[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- DP ✓ Form 7.2 – Vendor’s Acknowledgement
- DP ✓ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- DP ✓ Form 7.4 – Drug Free/Tie Preference Statement
- DP ✓ Form 7.5 – Public Entity Crimes Statement
- DP ✓ Form 7.6 – Affidavit of Anti-Collusion
- DP ✓ Form 7.7– Statement of Vendor’s Qualifications
- DP ✓ Form 7.8 – Professional References for Previous Experience
- DP ✓ Form 7.9 – Local Business Affidavit of Eligibility
- DP ✓ Attachment 1 – Bid Proposal
- DP ✓ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: ALTERATIONS By Lucy and Celsa & Clean Day cleaning and More LLC
Name of Business


Authorized Signature

12-22-17
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):

Alterations By Lucy & Crisp & Clean Dry Cleaning 15 C Utility Dr.

NAME OF BUSINESS

MAILING ADDRESS

[Signature]

AUTHORIZED SIGNATURE

Palm Coast, FL 32137

CITY, STATE & ZIP CODE

DANIEL PAULO

NAME, TITLE, TYPED

386-569-0988

TELEPHONE NUMBER / FAX NUMBER

81-5111218

FEDERAL IDENTIFICATION #

crispandclean dry cleaning@gmail.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Flagler

The foregoing instrument was acknowledged before me this day of 22 December 2017 by

Daniel Paulo, who is personally known to me or who has produced ad identification and who did take an oath.

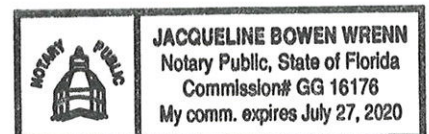
My Commission Expires:

July 27, 2020

Notary Public

[Signature]

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.”

Alterations By Lucy & Crisp & Clean Dry
Name of Business Cleaning
By: [Signature]
Printed Name: Daniel Paulo
Title: MANAGER

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 22 day of December, 2017, by
Daniel Paulo (NAME), as manager (TITLE) of

Alterations By Lucy and Crisp & Clean and who:
(NAME OF ORGANIZATION) Drycleaning LLC

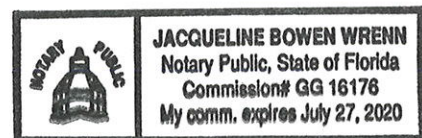
[Notary: Please select one]

☐ is personally known to me; or

☒ has produced Florida Driver License as identification.

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

This document must be completed and returned with your Submittal



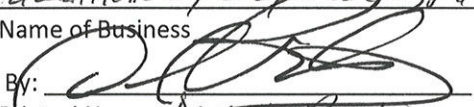
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

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

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

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

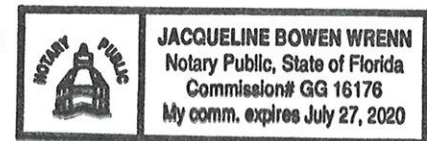
As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Alterations By Lucy and Crisp & Clean Drycleaning
 Name of Business
 By: 
 Printed Name: DANIEL PAULO
 Title: MANAGER

STATE OF Florida
 COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 22 day of December, 2017 by
Daniel Paulo, as Manager of

Alterations By Lucy and Crisp & Clean Drycleaning and who:
(NAME OF ORGANIZATION)



[Notary: Please select one]

☐ is personally known to me; or
☒ has produced Florida Driver License as identification.

This document must be completed and returned with your Submittal


 Notary Public, State of Florida
 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 15 C UTILITY DR Palm Coast, FL (name of Offeror or business) is DANIEL PAULO.
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.)

Alterations By Lucy & Crisp Clean Dry Cleaning LLC
Name of Business
By: [Signature]
Printed Name: DANIEL PAULO
Title: MANAGER

STATE OF Florida
COUNTY OF Flagler

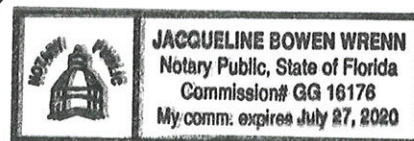
Sworn to (or affirmed) and subscribed before me this 22 day of December, 2017 by Daniel Paulo as manager of Alterations By Lucy & Crisp Clean Dry Cleaning LLC who:

[Notary: Please select one]

☐ is personally known to me; or
☒ has produced Florida Driver License as identification.

This document must be completed and returned with your Submittal

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



FORM 7.6 – ANTI-COLLUSION FORM

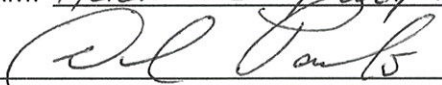
ANTI-COLLUSION STATEMENT BID FORM:

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: Alterations By Lucy and Crisp & Clean Day Cleaning and More LLC

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

PRINTED SIGNATURE: Daniel Paulo

TITLE: Manager

ADDRESS: 15 C. UTILITY DR.

CITY: Palm Coast STATE: FL ZIP CODE: 32137

TELEPHONE: 386-569-0988 FAX: _____

COMPLETION TIME: 8:50 Am 12-22-17

F.E.I.N. NUMBER: 81-5111218

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.
ALTERATIONS BY Lucy & Crisp and Clean Dry Cleaning and More LLC
- B. Permanent main office address.
152 UTILITY DR. PALM COAST, FL 32137
- C. Date organized.
3-10-2007
- 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?
1 YEAR
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) *(2)*
- G. General character of work performed by your company.
DRY CLEANING, LAUNDRY, ALTERATIONS
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
NO
- 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.
BALTIMORE ROTC CONTRACT STILL PERFORMING
- K. List your major equipment currently owned or leased.
FULL PLANT, PRESSERS, WASHERS, EXTRACTERS, TENSIONING MACHINES
- L. Experience in work similar to this type of project.
WORK WITH FLAGLER HOSPITAL, HAMMOCK BEACH RESORT.
- M. Background and experience of the principal members of your organization, including the officers.
WILL BE FURNISHED WITHIN CORPORATE CAPABILITIES
- N. Credit currently available: \$ *140,000.-*
- 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.*

(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.

Alterations By Lucy & Crisp & Clean Dry Cleaning
Name of Business

By: [Signature]
Printed Name: DANIEL PAULO
Title: MANAGER

STATE OF Florida
COUNTY OF Flagler

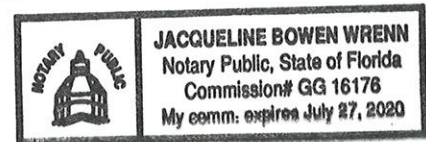
Sworn to (or affirmed) and subscribed before me this 22 day of December, 2017, by
Daniel Paulo as manager
of Alterations By Lucy and Crisp & Clean Dry Cleaning and who:

[Notary: Please select one]

☐ is personally known to me; or

A has produced Florida Driver License as identification.

Jacqueline Bowen Wrenn
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: U.S. Army
Contact Person: ERIC SHAY HILL 4th BRIGADE US Army CADET
City, State: Fort Bragg, North Carolina 28310
Telephone Number: 910-643-4346
Email Address: ERIK.S.Shay2 civ@mail.mil
Description of goods or
Services provided: Dry Cleaning, LAUNDRY, ALTERATIONS
Contract Amount: \$ 170,000.-
Start/End Date of Contract: 4-1-17 - 3/31/2022
2. Company Name: US Army 4th BRIGADE US Army CADET
Contact Person: SHAY HILL
City, State: Fort Bragg, North Carolina 28310
Telephone Number: 910-643-4346
Email Address: ERIK.S.SHAY2 CIV@MAIL.MIL
Description of goods or
Services provided: Baltimore ROTC Dry Cleaning, LAUNDRY, ALTERATION
Contract Amount: \$83,000.-
Start/End Date of Contract: 2-2-17 -
3. Company Name: Matazas High School
Contact Person: 1st Sgt Troy Caraballo
City, State: Palm Coast, FL 32137
Telephone Number: 386-447-1575
Email Address: CARABALLO@FLAGLERschools.com
Description of goods or
Services provided: Dry Cleaning, ALTERATIONS student uniforms
Contract Amount: \$7,000.-
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – 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: ALTERATIONS BY LUCY and Crisp & Clean Dry Cleaning LLCCONTACT PERSON/TITLE: DANIEL PAULO MANAGERMAILING ADDRESS: 15 C UTILITY DR.CITY-STATE-ZIP: PALM COAST, FL 32137

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 FloridaFEIN (Federal Employer Identification Number): 81-5111218BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____PHONE NUMBER: 386-569-0988 FAX: _____EMAIL: Crisp and clao Dry Cleaning @ Gmail. 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 Palm Coast ~~Port Orange~~ personally appeared Daniel Paulo who, after being sworn according to law, stated that he or she was authorized to represent Alterations by Lucy and Crisp & Clean Dry Cleaning LLC and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

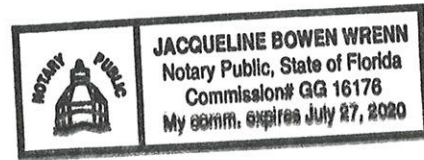
Jacqueline Bowen Wrenn
SIGNATURE OF NOTARY PUBLIC
THIS 22 DAY OF December, 20 17
My Commission Expires: July 27, 2020

[Signature] 12-22-17
SIGNATURE OF AFFIANT DATE

Daniel Paulo / Manager
PRINTED NAME OF AFFIANT / TITLE

Alterations By Lucy and Crisp & Clean
COMPANY Drycleaning LLC

NOTARY SEAL



This document must be completed and returned with your Submittal



**Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999**

In reply refer to: 0231170397
Dec 15, 2017 LTR 147C
81-5111218

**ALTERATIONS BY LUCY AND CRISP & CLEAN DRY CLEANING AND MORE LLC
MARIA PAULO MBR
15 UTILITY DR STE C
PALM COAST FL 32137-7398 755**

Taxpayer Identification Number: 81-5111218

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of October 23rd, 2017.

Your Employer Identification Number (EIN) is 81-5111218. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mr. Howell
0231170397
Contact Representative

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L17000014159
FILED 8:00 AM
January 18, 2017
Sec. Of State
cmwood

Article I

The name of the Limited Liability Company is:

ALTERATIONS BY LUCY AND CRISP & CLEAN DRY CLEANING AND
MORE LLC

Article II

The street address of the principal office of the Limited Liability Company is:

15 UTILITY DR
SUITE C
PALM COAST, FL. 32137

The mailing address of the Limited Liability Company is:

15 UTILITY DR
SUITE C
PALM COAST, FL. US 32137

Article III

The name and Florida street address of the registered agent is:

MARIA L PAULO
23 PURITAN LANE
PALM COAST, FL. 32164

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MARIA L PAULO

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
DANIEL C PAULO
12 CLEVELAND CT
PALM COAST, FL. 32137 US

Title: MGR
MICHELLE C PAULO
23 PURITAN LANE
PALM COAST, FL. 32164 UN

Title: MGR
ANTONIO F PAULO
23 PURITAN LANE
PALM COAST, FL. 32164 UN

L17000014159
FILED 8:00 AM
January 18, 2017
Sec. Of State
cmwood

Article V

The effective date for this Limited Liability Company shall be:

01/18/2017

Signature of member or an authorized representative

Electronic Signature: DANIEL PAULO

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company

ALTERATIONS BY LUCY AND CRISP & CLEAN DRY CLEANING AND MORE LLC

Filing Information

Document Number L17000014159
FEI/EIN Number NONE
Date Filed 01/18/2017
Effective Date 01/18/2017
State FL
Status ACTIVE

Principal Address

15 UTILITY DR
SUITE C
PALM COAST, FL 32137

Mailing Address

15 UTILITY DR
SUITE C
PALM COAST, FL 32137

Registered Agent Name & Address

PAULO, MARIA L
23 PURITAN LANE
PALM COAST, FL 32164

Authorized Person(s) Detail

Name & Address

Title MGR

PAULO, DANIEL C
12 CLEVELAND CT
PALM COAST, FL 32137

Title MGR

PAULO, MICHELLE C
23 PURITAN LANE

23 PURITAN LANE

PALM COAST, FL 32164 UN

Title MGR

PAULO, ANTONIO F

23 PURITAN LANE

PALM COAST, FL 32164 UN

Annual Reports

No Annual Reports Filed

Document Images

[01/18/2017 -- Florida Limited Liability](#)

[View image in PDF format](#)

Florida Department of State, Division of Corporations

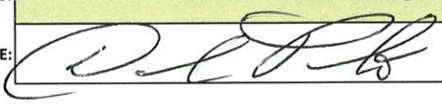


**ATTACHMENT 1 BID PROPOSAL
SCHEDULE OF UNIT PRICING**

**CITY OF PORT ORANGE
DRY CLEANING SERVICES**

ITB # 18-07

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from Demandstar 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.

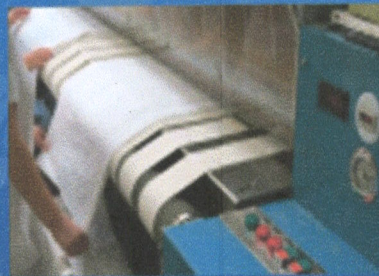
NAME OF BUSINESS:	ALTERATIONS BY LUCY AND CRISP & CLEAN DRY CLEANING LLC
CONTACT PERSON:	DANIEL PAULO
EMAIL ADDRESS:	CRISPANDCLEANDRYCLEANING@GMAIL.COM
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	ESTIMATED QTY	MONTHLY /ANNUALLY	UNIT PRICE PER EACH	EXTENDED PRICE
POLICE DEPARTMENT /UNIFORM PERSONNEL					
1	Pants/Trousers	450	MONTHLY	\$ 2.35	\$ 1,057.50
2	Short Sleeve Uniform Shirts	450	MONTHLY	\$ 1.50	\$ 675.00
3	Summer Uniform Shirts (pull over style)	175	MONTHLY	\$ 1.40	\$ 245.00
4	Polo Style Shirts (marked w/ Dept. Insignia)	50	MONTHLY	\$ 2.00	\$ 100.00
5	Clip on Polyester Ties	10	MONTHLY	\$ 2.50	\$ 25.00
6	Winter Jackets	50	ANNUALLY	\$ 6.00	\$ 300.00
7	Jail Jumpsuits	10	MONTHLY	\$ 6.00	\$ 60.00
8	Repairs/Alterations/Mending	25	MONTHLY	\$ 10.00	\$ 250.00
SUB TOTAL					\$ 2,712.50
DETECTIVE / ADMINISTRATIVE PERSONNEL / UNDERCOVER (PLAIN CLOTHES)					
1	Pants/Trousers	150	MONTHLY	\$ 2.35	\$ 352.50
2	Short Sleeve Button up Shirts	125	MONTHLY	\$ 1.50	\$ 187.50
3	Long Sleeve Button up Shirts	100	MONTHLY	\$ 1.75	\$ 175.00
4	Polo/Golf Style Shirts	75	MONTHLY	\$ 2.00	\$ 150.00
5	Female Blouses	40	MONTHLY	\$ 2.50	\$ 100.00
6	Skirts	20	ANNUALLY	\$ 3.75	\$ 75.00
7	Dresses	20	ANNUALLY	\$ 7.00	\$ 140.00
8	Ties	20	MONTHLY	\$ 2.50	\$ 50.00
9	Sport Coats (<i>Suit Jackets</i>)	25	MONTHLY	\$ 3.50	\$ 87.50
10	Sweaters	20	MONTHLY	\$ 3.00	\$ 60.00
SUB TOTAL					\$ 1,377.50
FIRE/RESCUE DEPARTMENT					
1	Shirts	150	MONTHLY	\$ 1.75	\$ 262.50
2	Trousers	150	MONTHLY	\$ 2.35	\$ 352.50
3	Jackets	30	ANNUALLY	\$ 3.50	\$ 105.00
4	Repairs	10	MONTHLY	\$ 10.00	\$ 100.00
5	Skirts	8	MONTHLY	\$ 3.75	\$ 30.00
SUB TOTAL					\$ 850.00
CODE ENFORCEMENT					
1	Repairs	5	ANNUALLY	\$ 10.00	\$ 50.00
SUB TOTAL					\$ 50.00
TOTAL BASE BID					\$ 4,990.00

CORPORATE CAPABILITIES

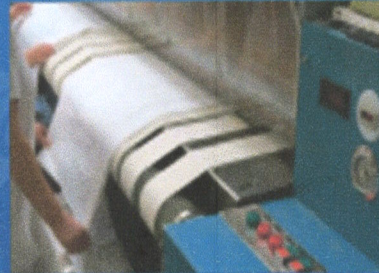
Alterations By Lucy & Dry Cleaning

Laundry, Dry Cleaning, Linen Supply, Uniform Supply
& Alterations Services



COMPANY PROFILE

- Founded in 2007 by Maria L. Paulo
- Master seamstress
- Women Owned business
- Women Owned Small Business
- Minority-Owned Business
- 50+ Employees
- Servicing the East Coast of the United States
- State of The Art Laundering Equipment and Facility
- Organic Cleaning no (Perc) on Dry Cleaning Laundry



WHO WE ARE

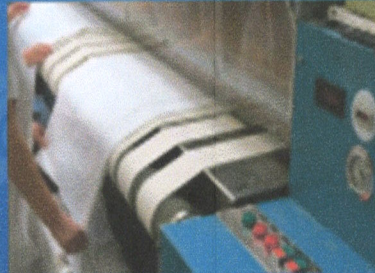
Alterations By Lucy is a highly respected WOSB small business provider of advanced Laundry, Dry Cleaning and Alterations services to the United States government

- The nearly 11 year old company brings innovation, adaptability and critical thinking to our work in laundry, dry cleaning,, alterations and other fields around the globe.
- Domestically, we support more than 20 different agencies in 18 states and over 25 work locations under many contract vehicles.
- Alterations By Lucy and Dry Cleaning was founded in 2007 specifically to provide efficient, cost-effective laundry services to both commercial and government clients with a boundless commitment to support U.S military veterans



NAICS CODES

NAICS	Description	NAICS	Description
812320	Dry-cleaning and Laundry Services	315210	Cut and Sew Apparel Contractors
812331	Linen Supply	448110	Men's Clothing Stores
812332	Industrial Launderers	448120	Women's Clothing Stores
812199	Other Personal Care Services	315280	Cut and Sew Apparel Manufacturing



SOLUTIONS

Linen Laundering, and Rental

- Pick up and Delivery
- Rental available
- Disaster Recovery

Dry-Cleaning/Laundry

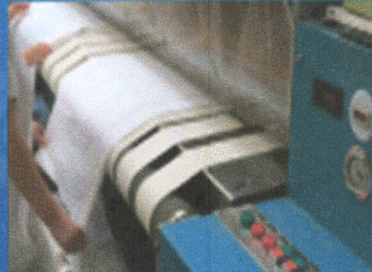
- Environmentally friendly cleaning process
- Perfectly pressed/laundered garments
- Garment tracking

Uniform Supply

- Military Uniforms
- Police
- Fire

Alterations

- Master tailors and Seamstresses
- Large quantity capabilities
- Custom Alterations
- Cut and Sew Contractor
- State of The Art Facility



LINEN SERVICES

Capabililties

- Lab Coats
- Scrubs
- Patient Gowns
- Pediatric Gowns
- Surgical Drapes
- Hospital Uniforms
- Fluid-Resistant Wear
- Hospital Bed Linen
- Draw Sheets
- Knit Fitted Sheets
- Towels
- Blankets

Customers

- USMC
- US Navy
- US Army
- USDA
- USAF
- VA
- FBI
- Local Government
- Local Hospitals



DRY CLEANING AND LAUNDRY

CAPABILITIES

- State of the Art Cleaning Facility and Processes
- Green Dry Cleaning
- Perfectly Pressed and Crisp Garments
- Repairs done on site
- Free Pick up and Delivery
- Ability to handle many Projects at the Same Time
- Excellent Inventory Tracking
- Labeling
- Real time tracking of order

Customers

- Local Sheriffs Office
- Flagler Hospital
- Florida Hospital
- Marriott Hotels
- Hilton Hotels
- Flagler & Volusia Schools
- Palm Coast City Hall



UNIFORM SUPPLY

Capabilities

- Uniform Rental Programs
- Uniform Purchase Programs
- RFID Tracking for tracking all orders
- Free Pick Up and Delivery
- Simplified Invoicing Process

Industries We Service

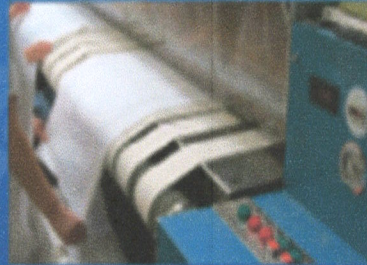
- Food Service
- Food Processing
- Automotive
- Manufacturing
- Healthcare
- Cleanroom
- Military
- Local Government



NOT JUST WHAT WE KNOW, BUT WHO...

Commitment and Partnership

- Teaming has become an integral part of Alterations By Lucy sales strategy
- Diverse skills, socio economic backgrounds, unequalled ability, commitment to quality and performance
- Developing a legacy of partnerships
- Benefit of a seamless organization-combined resources of previously established integrated project teams
- Mentor Protégé relationships
- Deliver high quality customer service at a lower cost



WHY ALTERATIONS BY LUCY

KEYS TO SUCCESS

- Partnerships
- Personnel
- Performance
- Solutions & Technology
- Objectivity
- Tie transition to risk management plan
- Training
- Early start - (pre award)
- Build customer & incumbent relationship (post award)
- ID customer success factors
- Commit resources
- Develop/Use detailed schedule
- Use proven repeatable process



CONTACT US

Thank you for your interest in Alterations By Lucy and Dry Cleaning
For more information, please contact:

Daniel Paulo, CEO
Alterationsbylucytooo@gmail.com
386-569-0988

Maria L. Paulo Owner
386-246-0085

Antonio F. Paulo Manager
386-986-6941

Corporate Office
15 Utility Dr Suite C
Palm Coast, FL 32137

www.alterationsbylucy.com

or

www.crispandcleandrycleaning.com



CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

DRY CLEANING SERVICE

ITB #18-07



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: December 5, 2017

Bid Due Date and Time: January 2, 2018 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 #18-07 DRY CLEANING SERVICE

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-07 DRY CLEANING SERVICE.

Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on January 2, 2018** 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 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 is soliciting sealed bids for the provision of laundry and dry cleaning of garments for City Department, Police and Fire personnel.*

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 the City of Port Orange website at www.port-orange.org/bids.aspx and (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 #18-07 DRY CLEANING SERVICE in the subject line. Last day for questions will be **December 19, 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 #18-07 DRY CLEANING SERVICE."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **December 5, 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 #18-07 _____
BID TITLE:	DRY CLEANING SERVICE _____
DUE DATE/TIME:	January 2, 2018 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 laundry and dry cleaning of garments for City Department, Police and Fire personnel.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:December 5, 2017

Deadline for Questions: December 19, 2017 by 5:00 P.M.

Final Addendum Posting: December 26, 2017 by 5:00 P.M.

Bids Due: January 2, 2018 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 regarding this ITB 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 #18-07 DRY CLEANING SERVICE" 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 City website www.port-orange.org/bids.aspx and DemandStar websites. www.demandstar.com.

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.

REJECTION OF BIDS:

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

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

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

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

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SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed bids for the provision of laundry and dry cleaning of garments for City Department, Police and Fire personnel.

SCOPE OF WORK:

DRY CLEANING SERVICES FOR POLICE AND FIRE DEPARTMENT PERSONNEL UNIFORMS

Cleaning and laundering of department personnel garments, as listed below, to be cleaned, laundered, returned odorless and pressed.

The uniform/laundry cleaning for the Police Department will be for police officer uniforms, community service officer uniforms, animal control uniforms, VIP uniforms, and shall consist of: winter jackets, dress uniform shirts (*short sleeve and long sleeve*), summer uniform shirts (*3 button pull over polo style*), polo/golf style department issued shirts (*clearly marked with department insignia*), pants/trousers, ties, shorts, and jail jumpsuits. The Detective Division and specific administrative employees (*list of names to be provided to vendor*) of the Police Department will require cleaning of plain clothes garments, which includes but is not limited to sport coats, pants/trousers, short sleeve button up shirts, long sleeve button up shirts, polo/golf style shirts (*may or may not have specific department insignia*), skirts, dresses, ties, and sweaters. **All uniformed personnel and detective clothing shall be cleaned, laundered, and pressed unless otherwise indicated by the individual customer or the garment's cleaning instructions.** Starch is necessary for the non-uniform shirts unless indicated by the individual customer. It is requested that an "odor free" chemical, if available, be used for the dry-cleaning of all required items.

The uniforms for the Fire Department consist of trousers/pants, skirts, shirts (long sleeve and short sleeve), polo/golf shirts and jackets, sometimes with liners. They also have a dress uniform that consists of a suit coat and pants. The count for shirts usually increases in the fall or cooler weather for both departments.

In addition to the dry cleaning/laundrying, the successful vendor/firm must also be able to provide alterations and mending services on site for the following: hemming of pants/trousers, skirts, button replacement, zipper repair or replacement, seam and tear mending and sewing on of department patches. Alterations, mending services not mentioned above must receive written authorization from the department representative or their designee prior to any alterations. Alterations/mending services carry a **five (5) day** turnaround time frame. A dry-cleaning receipt slip shall be provided by the vendor for each individual who turn garments in for clothing cleaning service of any kind so there is a record/copy for the contractor and the City.

Occasionally, the Code Enforcement Officers in the Community Development Department may utilize the alteration/mending service for the sewing on of their patches, or in hemming trousers. Their uniforms consist of shirts, trousers and possibly a jacket as well.

DELIVERY:

Turnaround time for the laundry cleaning service for both the Police (uniformed and non-uniformed personnel) and Fire Departments uniforms must be a **three (3) day minimum** with a **five (5) day maximum**.

The Police Department and Fire Administration requires their laundry to be picked up and delivered three (3) times per week (*schedule of days to be agreeable between respective parties*) from the locations listed below. A specific laundry area/room will be provided for this service at both facilities. The dry-cleaning vendor shall supply the racks for holding the clean laundry, alphabetical designators, laundry bags for soiled laundry, a commercial hamper to hold the laundry bags and a supply of dry cleaning tickets.

Delivery Locations: The Police Department is located at 4545 Clyde Morris Blvd, Port Orange, Florida, 32129. Fire Administration is located at 1090 City Center Boulevard Port Orange, Florida, 32129.

PAYMENT:

Monthly invoices must be submitted to the using departments no later than the tenth (10) of the following month to allow the using departments and Accounts Payable ample time to process the payments in a timely fashion. Invoices must reference the appropriate purchase order number and must be accompanied by the signed tickets with the clothing pieces itemized.

TERM:

The term of this contract will be for a one (1) year period of time. The contract may be renewed for an additional two (1) year periods of time, if mutually agreeable with all parties.

QUANTITIES:

Police Department Dry Cleaning Quantities

The following is an *estimated* breakdown of laundry/dry cleaning services required for the Police Department personnel:

UNIFORM PERSONNEL (Including CSO uniforms, ACO uniforms, VIP uniforms, etc)

Pants/Trousers	450 estimated monthly
Short Sleeve Uniform Shirts	450 estimated monthly
Summer Uniform Shirts (<i>pull over style</i>)	175 estimated monthly
Polo Style Shirts (<i>marked w/ Dept. Insignia</i>)	50 estimated monthly
Clip on Polyester Ties	10 estimated monthly
Winter Jackets	50 estimated annually
Jail Jumpsuits	10 estimated monthly
Repairs/Alterations/Mending	25 estimated monthly

DETECTIVE/ADMINISTRATIVE PERSONNEL/UNDERCOVER (Plain Clothes)

Pants/Trousers	150 estimated monthly
Short Sleeve Button up Shirts	125 estimated monthly
Long Sleeve Button up Shirts	100 estimated monthly
Polo/Golf Style Shirts	75 estimated monthly
Female Blouses	40 estimated monthly
Skirts	20 estimated annually
Dresses	20 estimated annually
Ties	20 estimated monthly
Sport Coats (<i>Suit Jackets</i>)	25 estimated annually
Sweaters	20 estimated monthly

FIRE/RESCUE DEPARTMENT

Shirts:	150 estimated monthly
Trousers:	150 estimated monthly
Jackets:	30 estimated annually
Repairs:	10 estimated monthly
Skirts:	8 estimated monthly

CODE ENFORCEMENT

Repairs	5 estimated annually
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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 tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

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

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB 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 or Purchase Order issued 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 on the City of Port Orange website, Bid Opportunities page www.port-orange.org/bids.aspx or by email 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**

If required, 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. **EXCEPTIONS TO SPECIFICATIONS**

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

37. **E-VERIFY**

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

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

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

40. **FINANCIAL STABILITY**

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

41. **FORCE MAJEURE**

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

42. **GOVERNING FORMS**

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

43. **GOVERNING LAW**

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

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

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

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should

become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

45. **HIPAA COMPLIANCE**

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

46. **IDENTICAL TIE BIDS**

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

47. **INDEMNIFICATION/HOLD HARMLESS**

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

48. **INDEPENDENT CONTRACTOR**

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

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

49. **INSPECTIONS AND TESTING**

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

50. **INSURANCE**

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

51. **INSURANCE CANCELLATION**

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

52. **INSURANCE REQUIREMENTS**

If required Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. The Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

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

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

53. **INVOICES AND PAYMENTS**

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

54. **IRREVOCABILITY OF RESPONSES**

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

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

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered.

Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. **LEGAL REQUIREMENTS**

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

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

57. **LICENSES, PERMITS AND TAXES**

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

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

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

59. **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.

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.

60. **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.

61. **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.

62. **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.

63. **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.

64. **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.

65. **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.

66. **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.

67. **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).

68. **PATENTS/COPYRIGHTS**

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

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

The Purchasing Manager shall determine if a pre-bid or pre-proposal conference is required 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.

70. **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, or inputted electronically in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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.

71. **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.

72. **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.

73. **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.

74. **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.

75. **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.

76. **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.

77. **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.

78. **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.

79. **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.

80. **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.

81. **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.

82. **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.

83. **RECYCLED MATERIALS**

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

84. **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.)

85. **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.

86. **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.

87. **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.

88. **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.

89. **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.

90. **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.

91. **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.

92. **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.

93. **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.

94. **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.

95. **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.

96. **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.

97. **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.

98. **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.

99. **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.

100. **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.

101. **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.

102. **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.

103. **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.

104. **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.

105. **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.

106. **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.

107. **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.

108. **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.

109. **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.

110. **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)

111. **WARRANTIES**

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

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM

The term of the contract shall be from the Notice to Proceed and will be for one (1) year with two (2) additional one (1) year renewals upon mutual agreement from both parties.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must demonstrate proof of prior 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/DESCALATION

Bid prices shall remain firm for a period of one-year (1) year from the date of award. The contract prices may be changed after the first year 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 request 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 30 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 – 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. Have you ever failed to complete any work awarded to you? If so, where and why?
- 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 – 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 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



**ATTACHMENT 1 BID PROPOSAL
SCHEDULE OF UNIT PRICING**

**CITY OF PORT ORANGE
DRY CLEANING SERVICES**

ITB # 18-07

Completed Exhibit 1 Bid Proposal form **MUST** be included with Bid Submission
Instruction to save Attachment from Demandstar 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	ESTIMATED QTY	MONTHLY /ANNUALLY	UNIT PRICE PER EACH	EXTENDED PRICE
POLICE DEPARTMENT /UNIFORM PERSONNEL					
1	Pants/Trousers	450	MONTHLY	\$ -	\$ -
2	Short Sleeve Uniform Shirts	450	MONTHLY	\$ -	\$ -
3	Summer Uniform Shirts (pull over style)	175	MONTHLY	\$ -	\$ -
4	Polo Style Shirts (marked w/ Dept. Insignia)	50	MONTHLY	\$ -	\$ -
5	Clip on Polyester Ties	10	MONTHLY	\$ -	\$ -
6	Winter Jackets	50	ANNUALLY	\$ -	\$ -
7	Jail Jumpsuits	10	MONTHLY	\$ -	\$ -
8	Repairs/Alterations/Mending	25	MONTHLY	\$ -	\$ -
SUB TOTAL					\$ -
DETECTIVE / ADMINISTRATIVE PERSONNEL / UNDERCOVER (PLAIN CLOTHES)					
1	Pants/Trousers	150	MONTHLY	\$ -	\$ -
2	Short Sleeve Button up Shirts	125	MONTHLY	\$ -	\$ -
3	Long Sleeve Button up Shirts	100	MONTHLY	\$ -	\$ -
4	Polo/Golf Style Shirts	75	MONTHLY	\$ -	\$ -
5	Female Blouses	40	MONTHLY	\$ -	\$ -
6	Skirts	20	ANNUALLY	\$ -	\$ -
7	Dresses	20	ANNUALLY	\$ -	\$ -
8	Ties	20	MONTHLY	\$ -	\$ -
9	Sport Coats (<i>Suit Jackets</i>)	25	MONTHLY	\$ -	\$ -
10	Sweaters	20	MONTHLY	\$ -	\$ -
SUB TOTAL					\$ -
FIRE/RESCUE DEPARTMENT					
1	Shirts	150	MONTHLY	\$ -	\$ -
2	Trousers	150	MONTHLY	\$ -	\$ -
3	Jackets	30	ANNUALLY	\$ -	\$ -
4	Repairs	10	MONTHLY	\$ -	\$ -
5	Skirts	8	MONTHLY	\$ -	\$ -
SUB TOTAL					\$ -
CODE ENFORCEMENT					
1	Repairs	5	ANNUALLY	\$ -	\$ -
SUB TOTAL					\$ -
TOTAL BASE BID					\$ -

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. 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: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," 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(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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 work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

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

3. Contract Documents. The following forms are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

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

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 for the duration of the Contract term.

(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 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.

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

11. 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.

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

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

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

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

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

14. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

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

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

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

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

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

19. **Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Additional Provisions. This Contract includes all 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) 508-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 508-_____

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]

SAMPLE

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 _____, 2017, 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

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, 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:

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

Date: _____
Printed Name: _____

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:



End of Solicitation Documents

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- DP ✓ Form 7.2 – Vendor’s Acknowledgement
- DP ✓ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- DP ✓ Form 7.4 – Drug Free/Tie Preference Statement
- DP ✓ Form 7.5 – Public Entity Crimes Statement
- DP ✓ Form 7.6 – Affidavit of Anti-Collusion
- DP ✓ Form 7.7– Statement of Vendor’s Qualifications
- DP ✓ Form 7.8 – Professional References for Previous Experience
- DP ✓ Form 7.9 – Local Business Affidavit of Eligibility
- DP ✓ Attachment 1 – Bid Proposal
- DP ✓ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: ALTERATIONS By Lucy and Celsa & Clean Day cleaning and More LLC
Name of Business


Authorized Signature

12-22-17
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):

Alterations By Lucy & Crisp & Clean Dry Cleaning 15 C Utility Dr.

NAME OF BUSINESS

MAILING ADDRESS

[Signature]

AUTHORIZED SIGNATURE

Palm Coast, FL 32137

CITY, STATE & ZIP CODE

DANIEL PAULO

NAME, TITLE, TYPED

386-569-0988

TELEPHONE NUMBER / FAX NUMBER

81-5111218

FEDERAL IDENTIFICATION #

crispandclean dry cleaning@gmail.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Flagler

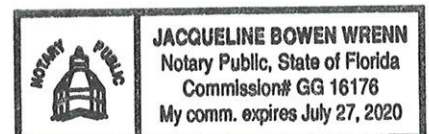
The foregoing instrument was acknowledged before me this day of 22 December 2017 by Daniel Paulo, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

July 27, 2020

[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 # _____ 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."

Alterations By Lucy & Crisp & Clean Dry
Name of Business Cleaning
By: [Signature]
Printed Name: Daniel Paulo
Title: MANAGER

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 22 day of December, 2017, by
Daniel Paulo (NAME), as manager (TITLE) of

Alterations By Lucy and Crisp & Clean and who:
(NAME OF ORGANIZATION) Drycleaning LLC

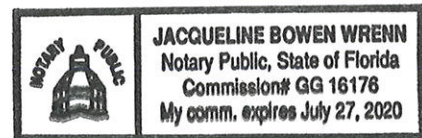
[Notary: Please select one]

☐ is personally known to me; or

☒ has produced Florida Driver License as identification.

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

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Alterations By Lucy and Crisp & Clean Drycleaning
Name of Business
By: [Signature]
Printed Name: DANIEL PAULO
Title: MANAGER

STATE OF Florida
COUNTY OF Flagler

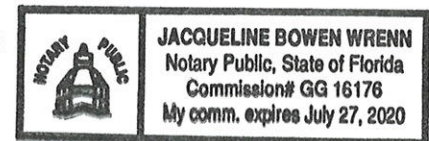
Sworn to (or affirmed) and subscribed before me this 22 day of December, 2017 by
Daniel Paulo, as Manager of

Alterations By Lucy and Crisp & Clean Drycleaning and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or
☒ has produced Florida Driver License as identification.

This document must be completed and returned with your Submittal



Jacqueline Bowen Wrenn
Notary Public, State of Florida
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 15 C UTILITY DR Palm Coast, FL (name of Offeror or business) is DANIEL PAULO.
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.)

Alterations By Lucy & Crisp Clean Dry Cleaning LLC
Name of Business
By: [Signature]
Printed Name: DANIEL PAULO
Title: MANAGER

STATE OF Florida
COUNTY OF Flagler

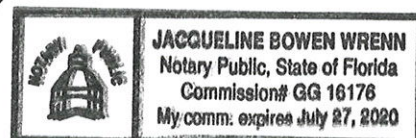
Sworn to (or affirmed) and subscribed before me this 22 day of December, 2017 by Daniel Paulo as manager of Alterations By Lucy & Crisp Clean Dry Cleaning LLC who:

[Notary: Please select one]

☐ is personally known to me; or
☒ has produced Florida Driver License as identification.

This document must be completed and returned with your Submittal

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



FORM 7.6 – ANTI-COLLUSION FORM

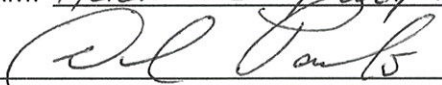
ANTI-COLLUSION STATEMENT BID FORM:

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: Alterations By Lucy and Crisp & Clean Day Cleaning and More LLC

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

PRINTED SIGNATURE: Daniel Paulo

TITLE: Manager

ADDRESS: 15 C. UTILITY DR.

CITY: Palm Coast STATE: FL ZIP CODE: 32137

TELEPHONE: 386-569-0988 FAX: _____

COMPLETION TIME: 8:50 Am 12-22-17

F.E.I.N. NUMBER: 81-5111218

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.
ALTERATIONS BY Lucy & Crisp and Clean Dry Cleaning and More LLC
- B. Permanent main office address.
152 UTILITY DR. PALM COAST, FL 32137
- C. Date organized.
3-10-2007
- 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?
1 YEAR
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) *(2)*
- G. General character of work performed by your company.
DRY CLEANING, LAUNDRY, ALTERATIONS
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
NO
- 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.
BALTIMORE ROTC CONTRACT STILL PERFORMING
- K. List your major equipment currently owned or leased.
FULL PLANT, PRESSERS, WASHERS, EXTRACTERS, TENSIONING MACHINES
- L. Experience in work similar to this type of project.
WORK WITH FLAGLER HOSPITAL, HAMMOCK BEACH RESORT.
- M. Background and experience of the principal members of your organization, including the officers.
WILL BE FURNISHED WITHIN CORPORATE CAPABILITIES
- N. Credit currently available: \$ *140,000.-*
- 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.*

(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.

Alterations By Lucy & Crisp & Clean Dry Cleaning
Name of Business

By: [Signature]
Printed Name: DANIEL PAULO
Title: MANAGER

STATE OF Florida
COUNTY OF Flagler

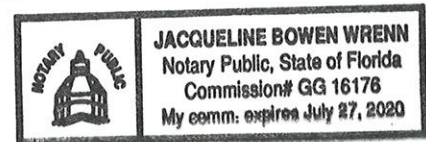
Sworn to (or affirmed) and subscribed before me this 22 day of December, 2017, by
Daniel Paulo as manager
of Alterations By Lucy and Crisp & Clean Dry Cleaning and who:

[Notary: Please select one]

☐ is personally known to me; or

A has produced Florida Driver License as identification.

Jacqueline Bowen Wrenn
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: U.S. Army
Contact Person: ERIC SHAY HILL 4th BRIGADE US Army CADET
City, State: Fort Bragg, North Carolina 28310
Telephone Number: 910-643-4346
Email Address: ERIK.S.Shay2 civ@mail.mil
Description of goods or
Services provided: Dry Cleaning, LAUNDRY, ALTERATIONS
Contract Amount: \$ 170,000.-
Start/End Date of Contract: 4-1-17 - 3/31/2022
2. Company Name: US Army 4th BRIGADE US Army CADET
Contact Person: SHAY HILL
City, State: Fort Bragg, North Carolina 28310
Telephone Number: 910-643-4346
Email Address: ERIK.S.SHAY2 CIV@MAIL.MIL
Description of goods or
Services provided: Baltimore ROTC Dry Cleaning, LAUNDRY, ALTERATION
Contract Amount: \$83,000.-
Start/End Date of Contract: 2-2-17 -
3. Company Name: Matazas High School
Contact Person: 1st Sgt Troy Caraballo
City, State: Palm Coast, FL 32137
Telephone Number: 386-447-1575
Email Address: CARABALLO@FLAGLERschools.com
Description of goods or
Services provided: Dry Cleaning, ALTERATIONS student uniforms
Contract Amount: \$7,000.-
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – 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: ALTERATIONS BY LUCY and Crisp & Clean Dry Cleaning LLCCONTACT PERSON/TITLE: DANIEL PAULO MANAGERMAILING ADDRESS: 15 C UTILITY DR.CITY-STATE-ZIP: PALM COAST, FL 32137

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 FloridaFEIN (Federal Employer Identification Number): 81-5111218BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____PHONE NUMBER: 386-569-0988 FAX: _____EMAIL: Crisp and clao Dry Cleaning @ Gmail. Com****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

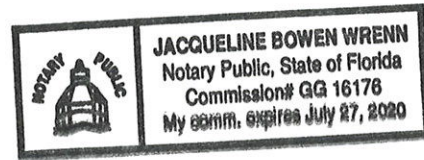
- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port 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 Palm Coast ~~Port Orange~~ personally appeared Daniel Paulo who, after being sworn according to law, stated that he or she was authorized to represent Alterations by Lucy and Crisp & Clean Dry Cleaning LLC and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

Jacqueline Bowen Wrenn
SIGNATURE OF NOTARY PUBLIC
THIS 22 DAY OF December, 20 17
My Commission Expires: July 27, 2020

NOTARY SEAL



Daniel Paulo
SIGNATURE OF AFFIANT
DATE 12-22-17

Daniel Paulo / Manager
PRINTED NAME OF AFFIANT / TITLE

Alterations By Lucy and Crisp & Clean
COMPANY Drycleaning LLC

This document must be completed and returned with your Submittal



**Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999**

In reply refer to: 0231170397
Dec 15, 2017 LTR 147C
81-5111218

**ALTERATIONS BY LUCY AND CRISP & CLEAN DRY CLEANING AND MORE LLC
MARIA PAULO MBR
15 UTILITY DR STE C
PALM COAST FL 32137-7398 755**

Taxpayer Identification Number: 81-5111218

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of October 23rd, 2017.

Your Employer Identification Number (EIN) is 81-5111218. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mr. Howell
0231170397
Contact Representative

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L17000014159
FILED 8:00 AM
January 18, 2017
Sec. Of State
cmwood

Article I

The name of the Limited Liability Company is:

ALTERATIONS BY LUCY AND CRISP & CLEAN DRY CLEANING AND
MORE LLC

Article II

The street address of the principal office of the Limited Liability Company is:

15 UTILITY DR
SUITE C
PALM COAST, FL. 32137

The mailing address of the Limited Liability Company is:

15 UTILITY DR
SUITE C
PALM COAST, FL. US 32137

Article III

The name and Florida street address of the registered agent is:

MARIA L PAULO
23 PURITAN LANE
PALM COAST, FL. 32164

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MARIA L PAULO

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
DANIEL C PAULO
12 CLEVELAND CT
PALM COAST, FL. 32137 US

Title: MGR
MICHELLE C PAULO
23 PURITAN LANE
PALM COAST, FL. 32164 UN

Title: MGR
ANTONIO F PAULO
23 PURITAN LANE
PALM COAST, FL. 32164 UN

L17000014159
FILED 8:00 AM
January 18, 2017
Sec. Of State
cmwood

Article V

The effective date for this Limited Liability Company shall be:

01/18/2017

Signature of member or an authorized representative

Electronic Signature: DANIEL PAULO

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company

ALTERATIONS BY LUCY AND CRISP & CLEAN DRY CLEANING AND MORE LLC

Filing Information

Document Number L17000014159
FEI/EIN Number NONE
Date Filed 01/18/2017
Effective Date 01/18/2017
State FL
Status ACTIVE

Principal Address

15 UTILITY DR
SUITE C
PALM COAST, FL 32137

Mailing Address

15 UTILITY DR
SUITE C
PALM COAST, FL 32137

Registered Agent Name & Address

PAULO, MARIA L
23 PURITAN LANE
PALM COAST, FL 32164

Authorized Person(s) Detail

Name & Address

Title MGR

PAULO, DANIEL C
12 CLEVELAND CT
PALM COAST, FL 32137

Title MGR

PAULO, MICHELLE C
23 PURITAN LANE

23 PURITAN LANE

PALM COAST, FL 32164 UN

Title MGR

PAULO, ANTONIO F

23 PURITAN LANE

PALM COAST, FL 32164 UN

Annual Reports

No Annual Reports Filed

Document Images

[01/18/2017 -- Florida Limited Liability](#)

[View image in PDF format](#)

Florida Department of State, Division of Corporations

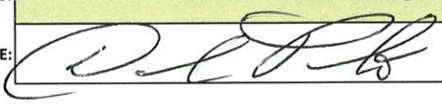


**ATTACHMENT 1 BID PROPOSAL
SCHEDULE OF UNIT PRICING**

**CITY OF PORT ORANGE
DRY CLEANING SERVICES**

ITB # 18-07

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from Demandstar 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:	ALTERATIONS BY LUCY AND CRISP & CLEAN DRY CLEANING LLC
CONTACT PERSON:	DANIEL PAULO
EMAIL ADDRESS:	CRISPANDCLEANDRYCLEANING@GMAIL.COM
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	ESTIMATED QTY	MONTHLY /ANNUALLY	UNIT PRICE PER EACH	EXTENDED PRICE
POLICE DEPARTMENT /UNIFORM PERSONNEL					
1	Pants/Trousers	450	MONTHLY	\$ 2.35	\$ 1,057.50
2	Short Sleeve Uniform Shirts	450	MONTHLY	\$ 1.50	\$ 675.00
3	Summer Uniform Shirts (pull over style)	175	MONTHLY	\$ 1.40	\$ 245.00
4	Polo Style Shirts (marked w/ Dept. Insignia)	50	MONTHLY	\$ 2.00	\$ 100.00
5	Clip on Polyester Ties	10	MONTHLY	\$ 2.50	\$ 25.00
6	Winter Jackets	50	ANNUALLY	\$ 6.00	\$ 300.00
7	Jail Jumpsuits	10	MONTHLY	\$ 6.00	\$ 60.00
8	Repairs/Alterations/Mending	25	MONTHLY	\$ 10.00	\$ 250.00
SUB TOTAL					\$ 2,712.50
DETECTIVE / ADMINISTRATIVE PERSONNEL / UNDERCOVER (PLAIN CLOTHES)					
1	Pants/Trousers	150	MONTHLY	\$ 2.35	\$ 352.50
2	Short Sleeve Button up Shirts	125	MONTHLY	\$ 1.50	\$ 187.50
3	Long Sleeve Button up Shirts	100	MONTHLY	\$ 1.75	\$ 175.00
4	Polo/Golf Style Shirts	75	MONTHLY	\$ 2.00	\$ 150.00
5	Female Blouses	40	MONTHLY	\$ 2.50	\$ 100.00
6	Skirts	20	ANNUALLY	\$ 3.75	\$ 75.00
7	Dresses	20	ANNUALLY	\$ 7.00	\$ 140.00
8	Ties	20	MONTHLY	\$ 2.50	\$ 50.00
9	Sport Coats (<i>Suit Jackets</i>)	25	MONTHLY	\$ 3.50	\$ 87.50
10	Sweaters	20	MONTHLY	\$ 3.00	\$ 60.00
SUB TOTAL					\$ 1,377.50
FIRE/RESCUE DEPARTMENT					
1	Shirts	150	MONTHLY	\$ 1.75	\$ 262.50
2	Trousers	150	MONTHLY	\$ 2.35	\$ 352.50
3	Jackets	30	ANNUALLY	\$ 3.50	\$ 105.00
4	Repairs	10	MONTHLY	\$ 10.00	\$ 100.00
5	Skirts	8	MONTHLY	\$ 3.75	\$ 30.00
SUB TOTAL					\$ 850.00
CODE ENFORCEMENT					
1	Repairs	5	ANNUALLY	\$ 10.00	\$ 50.00
SUB TOTAL					\$ 50.00
TOTAL BASE BID					\$ 4,990.00



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-#18-07
ITB TITLE: Dry Cleaning Service
OPENING DATE/TIME: JAN 02, 2018 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		Dazzle Cleaners	Crisp & Clean	Brooke Cleaner	
1	Form 7.2 Bidder's Acknowledgment	YES	YES	YES	
2	Form 7.3 Addendum & Change Order Acknowledgement	YES	YES	YES	
3	Form 7.4 Drug Free/Tie Preference Statement	YES	YES	YES	
4	Form 7.5 Statement on Public Entity Crimes	YES	YES	YES	
5	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	
6	Form 7.7 Statement of Vendors Qualifications	YES	YES	YES	
7	Form 7.8 Professional References of Previous Experience	YES	YES	YES	
8	Form 7.9 Local Business Affidavit of Eligibility	YES	YES	YES	
13	Attachment 1-Bid Proposal	YES	YES	YES	
1 Original, 1 Digital Copy		YES	YES	YES	
Deemed Responsive?		YES	YES	Yes	
TOTAL BID		\$ 10,135.50	\$ 4,990.00	\$ 5,749.75	

Opened and tabulated by: Jim Tillman, Purchasing Manager
Witnessed by: _____



INTENT TO AWARD

ITB # 18-07

DRY CLEANING SERVICE

January 2, 2018

Purchasing received three (3) bid submittals for ITB # 18-07, Dry Cleaning Service.

After review of the bids submitted, City staff have determined intent to award to Crisp & Clean Dry Cleaning.

Recommendation to award will be presented for City Council approval on January 16, 2018.

**Jim Tillman
Purchasing Manager**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/16/2018

Consent item: Yes

SUBJECT: (B7b) Halifax Paving-Change Order No. 1 to Piggyback Agreement
CA6019-Annual Paving Program FY17

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Motion to approve Change Order No. 1 to Halifax Paving for streets identified by Public Works, subject to the City Attorney approval of the executed change order.

SUMMARY:

The Public Works Department requests City Council approval of Change Order No 1 to contract CA6019 with Halifax Paving to change the identified streets and add additional time to the contract with no change in contract amount.

On July 7, 2017, contract CA6019 with Halifax Paving was executed to complete the FY2017 Annual Paving Program. The total cost of the contract is \$1,178,140.46 with an expiration date of February 5, 2018. The contract identified specific streets to be repaved as part of this program. The results of the road condition assessment was received in December 2017. Based on the results of the assessment, the Public Works Department is requesting approval of Change Order No. 1 to the Halifax Paving contract to reflect more critical roads that need immediate attention.

Change Order No. 1 will not affect the total cost of the contract. However, the Change Order will change the listed streets and extend the contract 145 days from the original expiration date of February 5, 2018. This extra time will allow for rescheduling and appropriate notice to residents.

Project No.: <u>POL042</u>	Funding Account No.: <u>30143005416397</u>
<u>POL041</u>	<u>301-4300-541-63-97</u>
<u>CDBG06</u>	<u>110-1904-554-63-97</u>
	<u>110-1904-554-63-97</u>

ATTACHMENTS:

1.	Halifax Paving Contract	Halifax Paving Inc PB Agreement.pdf
2.	Justification Memo	Justification Memo to modify paving list.docx
3.	Modified	updated Street Resurfacing and Rehabilitation Program FY 2018

	Paving List	- Document for 2017 Roads.docx
--	-------------	--------------------------------

Alyssa Parnell	Created/Initiated - 01/02/2018
Alyssa Parnell	Approved - 01/02/2018
Ronny Buttrum	Approved - 01/03/2018
Lynn Stevens	Approved - 01/04/2018
Margaret Roberts	Approved - 01/05/2018
Jake Johansson	Approved - 01/05/2018
Robin Fenwick	Final Approval - 01/05/2018



CITY OF PORT ORANGE PIGGYBACK AGREEMENT for Goods and Services

Base Contract:

- ☐ State of Florida
☐ Florida Sheriff's Association
☐ National Joint Powers Alliance ("NJPA")
☒ City/County of Volusia
☐ Other _____

Department:	Public Works
Base Contract BID/RFP/RFSQ Number:	BID # 15-B-05KW
Alternate Source Contract Number: (Used for State Contracts)	N/A
Contractor Name:	Halifax Paving, Inc.
Contractor's Authorized Dealer:	N/A
Delivery/Installation/Product/Service Location:	Various locations in City of Port Orange identified in Exhibits 7 and 9
Description:	Asphaltic Concrete & Removal of Existing Surface by Milling.
Contract Initial Term/Term: (check appropriate term and enter dates)	Volusia County Contract: February 6, 2015 through February 5, 2018 This Piggyback Agreement shall commence on the last date the Agreement is signed by the Parties and shall continue until February 5, 2018. Part "A" of this Agreement shall be completed on or before July 21, 2017. Part "B" of this Agreement shall be completed on or before February 5, 2018.
Contract Renewal Term: (No. of Renewals and Term for each renewal)	Option for two (2) subsequent one (1) year renewals, subject to mutual written agreement by the parties, and subject to extension of the Volusia County Contract
Authorization of Services: (check one)	Written Purchase Order
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☒ Part A not to exceed \$244,711.16 Part B not to exceed \$893,602.77 with an additional \$37,826.53 unexpected conditions allowance as authorized by the Contract Manager. TOTAL AGREEMENT NOT TO EXCEED \$1,178,140.45
Payment and Performance Bond (Indicate if required)	☒ Yes ☐ No
Exhibits Attached to Contract (excluding legal Exhibits, if any)	☒ Exhibit "1" Contract History ☒ Exhibit "2" Insurance ☐ Exhibit "3" Task Authorization Example ☒ Exhibit "4" Volusia County BID #15-B-05K-W Master Agreement Rates ☒ Exhibit "5" Bond ☐ Exhibit "6" Subcontractors ☒ Exhibit "7" Part A Specifications ☒ Exhibit "8" Supplemental Conditions for Federally Assisted Projects as modified by Davis Bacon Wage Rates dated January 9, 2015 ☒ Exhibit "9" Part B Specifications
Contract Administrator:	Branford N. Ademuh, Director of Public Works
Contractor's Authorized Agent Name Printed:	STEVE BLAIR VICE PRES
Contractor's Complete Contact Information:	Principal Address: 814 Hull Road Ormond Beach, FL 32174 Telephone: (386) 676-0200 Fax: E-Mail: ted1@mindspring.com
Signature: Contractor's Authorized Agent:	 Date: 7-7-17
Contractor Notary Acknowledgment Block: STATE OF FLORIDA COUNTY OF VOLUSIA The foregoing instrument was acknowledged before me this <u>7</u> day of <u>July</u> , 2017, by <u>Steve Blair, N. P.</u> of Halifax Paving, Inc., a Florida corporation and who: [Notary: Please select one] ☒ is personally known to me; or ☐ has produced _____ as identification. <u>Ruth Van Seeters</u> Notary Public, State of Florida Printed, typed or stamped name, commission and expiration:	
Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded to the City of Port Orange BoardSync Contract Management for recordation.	
Department Head Name, Title Printed:	Branford N. Ademuh, Director of Public Works
Signature: Department Head	 Date: 7/10/17
Signature: M.H. Johnson, City Manager	 Date: 7-11-17
Attest: Robin L. Fenwick, CMC, City Clerk	 Date: 7-11-17

* If this Agreement is signed by an individual not identified as the Chief Executive Officer of the Contractor 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.

This Piggyback Agreement ("Agreement") is entered into on the last date the Agreement is signed by the Parties, by and between the CITY OF PORT ORANGE, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and Contractor named on the first page of this Agreement (the "Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

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

1. The foregoing recitals are true and correct and incorporated herein.
2. The terms of the "Base Contract" with the entity as shown on the first page of this Agreement are incorporated herein by reference.
3. Agreement chronology and City insurance requirements are attached hereto as Exhibit "1" and Exhibit "2."

4. Contractor Obligation. Contractor agrees to honor the terms of the Base Contract, and to provide the City the specified goods, work, or services as more specifically described on the first page of this Agreement, and any Exhibits, attached hereto. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods, work, or services without written Purchase Order(s), and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement.

5. Authorization for Services.

(a) This Agreement standing alone does not authorize the purchase of any goods, work, or services, or require the City to place any orders for goods, work, or services. Authorization for the purchase of goods, work, or services shall be in the form of written Purchase Order(s) and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement, and signed by an authorized agent of the City. If applicable, a sample Task Authorization will be attached hereto as Exhibit "3." The City reserves the right to contract with other parties for the goods, work, or services contemplated by this Agreement, as determined in the City's sole and absolute discretion. Contractor shall provide and maintain a current vendor application as set forth on www.port-orange.org.

(b) The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms. The terms and conditions contained in a Supplemental Document, as defined herein after, to this Agreement shall only control if and when a Supplemental Document to this Agreement 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 Contractor 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 to include: Invitation to Bid ("ITB"), proposal, quote, and contract. Unless otherwise stated on the face of this Agreement, the terms and conditions as set forth in this Agreement shall apply.

6. Manner and Place: **Part A** - As outlined in Volusia County Agreement 15-B-05KW, plans and specifications attached hereto as Exhibit "2"; Supplemental Conditions for Federally Assisted Projects as modified by Davis Bacon Wage Rates dated January 9, 2015, for Community Development Block Grant attached hereto as Exhibit "3"; and 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.

Part B – As outlined in Volusia County Agreement 15-B-05KW, plans and specifications attached hereto as Exhibit "4"; and 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..

7. Time and Essence. Contractor acknowledges that time is of the essence for this Agreement.

8. City Obligations. In return for the goods, work, or services identified, the City agrees to compensate the Contractor at an amount subject to a limit up to but not to exceed the unit prices and/or amount, as set forth on the first page of this Agreement, and as may be further specified in Exhibit "4," attached hereto. The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30. The City's obligation to pay Contractor under this Agreement 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.

9. Contract Administration. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Agreement unless otherwise delegated in writing. For notice provisions, see Paragraph 34 of this Agreement entitled "Notice." The work shall be reviewed by the authorized Contract Administrator, or designee, who shall have final decision authority for pay requests on all approved phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Contractor's negligent performance of the services furnished under this Agreement.

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

11. Agreement Bond Documents. When applicable, the following bond forms are an integral part of this Agreement and must be attached hereto as Exhibit "5," completed, signed, witnessed and notarized as indicated and returned with the signed Agreement:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

All construction Agreements shall require one (1) original Bond in the form approved by the City Attorney. Engineer shall not require duplicate original bond documents in the draft construction documents and Agreement for the City.

12. Additional Bond Security. If any surety bond furnished in connection with this Agreement 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 Agreement. 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 by the City Attorney's office with the Clerk of Volusia County at Contractors expense.

13. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the Agreement will be limited to such individuals or firms as are specifically identified in Exhibit "6" to this Agreement and a task authorization amendment. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

14. Termination for Convenience of the City.

(a) The parties agree that the City may terminate this Agreement, 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 Agreement, 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 Agreement not subject to the Notice;
- (iii) terminate all sub-agreements except those made with respect to Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 30 of this Agreement concerning disputes.

15. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this Agreement, the Contractor shall include similar provisions in any sub-agreement, 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.

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

17. 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 Agreement.

(b) The Contractor further agrees to include in any sub-agreement for more than \$10,000 entered into as a result of this Agreement, 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 sub-agreement, 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 sub-agreement, or this Agreement. The term sub-agreement 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 Agreement or any sub-agreement shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

18. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, 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 Agreement, 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

19. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this Agreement is entered into, for the purpose of this Agreement, then the City may terminate this Agreement 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 Agreement was entered into. This provision shall survive any termination of the Agreement.

20. An Agreement 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 herein.

21. Assignability of Contract. This Agreement may not be assigned by the Contractor to any other party without the express written approval of the City Council.

22. Modifications or Changes to this Agreement.

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's finance ordinances and policies, shall without notice to any sureties, have the authority to order changes in this Agreement which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the Agreement price or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Agreement.

(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 notify the City requesting an equitable adjustment and the Agreement shall be modified in writing as mutually agreed by the Parties. Any change order shall include all costs and time extensions related to or incidental to such change.

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

(d) Contractor shall not perform any work described in any change order unless the City has budgeted and appropriated funds sufficient to cover the cost of such changes.

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

23. 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 Agreement to the contrary, nothing in this Agreement 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 Agreement 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.

24. Warranties. For the purchase of goods, Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement 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 Agreement conform to the standards required by this Agreement. 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 Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

25. Additional Warranties. For the purchase of goods, Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

26. Inspection. For the purchase of goods/supplies:

(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 Agreement, 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 Contract Administrator, 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 Agreement or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Agreement for default as provided in the clause of this agreement entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Contract Administrator 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 Agreement. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Agreement 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 Agreement requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Agreement, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

27. 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 Agreement 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.

28. Non-discrimination. During the performance of this Agreement, 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) Contractor shall be solely responsible for compliance with all federal, state and local laws, rules and regulations prohibiting discrimination of its officers, agents, employees and subcontractors. Contractor shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. 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.

29. E-Verify. 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 this Agreement and shall expressly require any subcontractor 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 subcontractor during the term of this Agreement.

30. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk. 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.

31. 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.

32. 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.

33. Additional Provisions.

(a) This Agreement includes all additional provisions as may have been outlined in the Base Contract and any attachments or exhibits to this Agreement, whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

(b) In the event of a conflict between the Base Contract, and this Agreement, this Agreement shall control.

34. Integration. This Agreement 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 Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

35. 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: Contract Administrator, as listed on first page of Agreement
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

Contractor: Contractor name and contract information, as listed on first page of this Agreement

Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address 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.

36. Agreement 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 except for the bond. No contract shall be formed between Contractor and the City until the City signs this Agreement.

37. 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.

Contract History

The County of Volusia and Contractor(s) entered into Contract, pursuant to ITB No. 15-B-05KW, a contract for asphaltic concrete and removal of existing surfaces by milling, with an effective date of February 6, 2015 and continuing until February 5, 2018, with the option for two (2) subsequent one (1) year renewals, upon written mutual agreement, and when applicable, approval by County Council (the "Volusia County Agreement")

A copy of the Volusia County Agreement is available in the office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

[Remainder of this page intentionally left blank]

Insurance

(a) Contractor shall maintain insurance during the life of this Agreement. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Contractor shall furnish policies and certificates of insurance to the City for review and approval on initial contract date and thereafter at least on each anniversary of the Agreement effective date. Failure of the Contractor to maintain a certificate of insurance in compliance or approval by the City of any policy of insurance shall not, relieve the Contractor from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Agreement may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Contractor shall notify the Contract Administrator and the Purchasing Manager of any changes in or cancellations of coverage.

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. 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 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. The City reserves the right to increase insurance coverage as determined for higher risk Agreements and shall reimburse the Contractor for the reasonable additional costs of increased coverage. The Contractor shall maintain the following coverages:

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	<u>Documentation Required for Exemption: (must be attached to Purchase Order)</u> ☐ 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>	Limits: 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	Limits: Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	Limits: Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☒	Payment and Performance Bond Required	Limits: 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.		

[Remainder of this page intentionally left blank]

Part A: Asphaltic Concrete		All prices are F.O. B. Destination, Freight Allowed unless otherwise stated in the description (include shipping in unit price)			
A.001 Type S-1 Asphaltic Concrete		Zone 1 Halifax	Zone 2 Halifax	Zone 3 Halifax	Zone 4 Halifax
Price Per Ton, FOB Plant *		\$68.00	\$68.00	\$68.00	\$68.00
Price Per Ton, In Place Less Than 200 Tons		\$125.00	\$175.00	\$175.00	\$150.00
Price Per Ton, In Place Less Than 200 Tons, delivered within 24 hours		\$300.00	\$300.00	\$300.00	\$300.00
Price Per Ton, In Place More Than 200 Tons		\$86.00	\$92.00	\$92.00	\$88.00
Price Per Ton, In Place More Than 200 Tons delivered within 24 hours		\$100.00	\$120.00	\$120.00	\$100.00
A. 002 Type S-3 Asphaltic Concrete					
Price Per Ton, FOB Plant *		\$68.00	\$68.00	\$68.00	\$68.00
Price Per Ton, In Place Less Than 200 Tons		\$125.00	\$175.00	\$175.00	\$150.00
Price Per Ton, In Place Less Than 200 Tons, delivered within 24 hours		\$300.00	\$300.00	\$300.00	\$300.00
Price Per Ton, In Place More Than 200 Tons		\$86.00	\$92.00	\$92.00	\$88.00
Price Per Ton, In Place More Than 200 Tons delivered within 24 hours		\$100.00	\$120.00	\$120.00	\$100.00
Notification required for Pickup: (hours)	24	24	24	24	24
Notification required for Delivery: (hours)	24	24	24	24	24
Notification required for In Place Less Than 200 Tons (hours)	48	48	48	48	48
Notification required for In Place More Than 200 Tons (hours)	48	48	48	48	48
Part B: Milling of existing surface (Thickness @ 1.5")					
Price per Sq. Yard - Less than 2000 Sq. Yards		\$4.00	\$4.00	\$4.00	\$4.00
Price per Square Yard - 2000 Sq. Yards or more		\$1.50	\$1.50	\$1.50	\$1.50
Price Per Day	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Pavement Marking					
Painted Traffic Stripe (6" Yellow) price per Liner Foot (LF)	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Painted Traffic Stripe (6" White) price per Liner Foot (LF)	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Painted Traffic Stripe (12" White) price per Liner Foot (LF)	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Painted Traffic Stripe (18" Yellow) price per Liner Foot (LF)	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Painted Traffic Stripe (18" White) price per Liner Foot (LF)	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Painted Pavement Message (EA)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
Painted Arrow (EA)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Painted Traffic Stripe (24" White) price per Liner Foot (LF)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Reflective Pavement Markers (EA)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Asphaltic Base Course					
Price per Square Yard Asphaltic Base Course (8" Maximum)					
Square Yard rate shall include excavation and all work required for placement of Asphaltic Base Course, including existing material removal and disposal.	\$55.00	\$65.00	\$65.00	\$60.00	
Misc.					
County retains option to purchase Millings from successful vendor's jobs - Per Cubic Yard	\$40.00				
County retains option to purchase Millings from successful vendor's jobs - Per Ton	\$30.00				



Master Agreement

TERM: 2015-02-06 to 2018-02-05

NO. 710 3824 - 1

Page 1 of 2

Date Issued: 02/12/15

Vendor contact: Name: STEVE BLAIR Phone: 386-676-0200 E-mail: Ext.:	County contact: Name: JOSEPH BUCKLES Phone: 386-736-5967 E-mail: TBuckles@volusia.org Ext.:	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: HALIFAX PAVING INC 860 HULL ROAD ORMOND BEACH, FL 32174		Vendor No. HAP30770000
Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720		
Solicitation Number: 15-B-05KW Award Date: 2015-02-05 Award Authorization:		Purchasing Analyst: KATHY WILLIAMS Phone: 386-626-6625 E-mail: KWilliams@volusia.org Ext.: <i>KW</i> Payment Terms: Net 45 Days, FOB Dest, Freight allowed
Document Description: Asphaltic Concrete & removal of existing surfaces by milling		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	74514	TON	Asphaltic Concrete, Type S-1	0.00000
2	74514	TON	Asphaltic Concrete, Type S-3	0.00000
3	96154	SQYD	Milling of existing surfaces, per square yard	0.00000
4	96154	DAY	Milling of existing surfaces, per day	0.00000
5	91276	LNFT	Pavement Marking (with purchase of asphaltic concrete)	0.00000
6	91276	EA	Pavement Marking (with purchase of asphaltic concrete)	0.00000
7	74587	SQYD	Asphaltic Base Course	0.00000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

EXHIBIT "4"



Master Agreement

NO. 710 3824 -1

TERM: 2015-02-06 to 2018-02-05

Page 2 of 2

Date Issued: 02/12/15

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
8	74568	CUYD	Millings from jobsites, per cubic yard	0.00000
9	74568	TON	Millings from jobsites, per ton	0.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.
If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

EXHIBIT "4"

RETURN RECORDED DOCUMENT TO:

Deputy 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: Halifax Paving, Inc.
Principal Business Address: 814 Hull Road
Ormond Beach, Florida 32174
Contact Person: Thomas Durrance, President
Phone Number: (386) 676-0200

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: M.H. Johansson, City Manager
Phone Number: (386) 506-5501

Amount: **PART A:** \$244,711.16
PART B: \$933,429.30
TOTAL: \$1,178,140.46

City Case/Project No. POL042-Halifax Paving

Description of Work: Asphaltic Concrete and Removal of Existing Surfaces by Milling

Project Location: Various Locations, Port Orange, Volusia County, Florida

Legal Description: Port Orange, Volusia County, Florida (see Exhibit "A")

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Return Recorded Document to:
Records Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Asphaltic Concrete and Removal of Existing Surfaces by Milling

Name of Project

City Project No. POL042 – Halifax Paving

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes (2012)
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **HALIFAX PAVING, INC.** 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 **ONE MILLION ONE HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED FORTY AND 46/100 DOLLARS (\$1,178,140.46)**, 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 Piggyback Agreement having an effective date of _____, 2017, entered into by and between the Principal and the City, for asphaltic concrete and removal of existing surfaces by milling, 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 _____, 2017.

Attest:

HALIFAX PAVING, INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Thomas Durrance, President

(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.

Part A:

- Riverside Dr. (Fleming to Seminole Dr.)
- Orange Ave. (Dunlawton to Grave Yard Ent)
- Monroe Pl (Oak to Church Street)

Part B:

- Country Lane
- Smokerise Drive
- Ashley Circle
- Wendem Court
- Trail Side Drive
- Ashton Lane
- Mossy Oak
- Geiger Drive
- Kingswood Drive
- Chelsea Way
- Kimberly Court
- York Way
- Wexford Way
- Terrance Village Drive
- Sandy Terrance Drive
- Taylor Woods Drive
- Wood Acers Drive
- Wood Mar Drive
- Wood Point Terrance
- Jackson Street (Dunlawton to Oak St.)
- Clay Mill Drive
- Hatteras Drive
- Peggy Drive
- Long Oak Drive
- Say Brook Street
- Venture Drive
- Brandon Lane
- Azela Point

!!!

Case 1:19-cv-01007 Document 1-1 Filed 07/25/19 Page 1 of 1

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
 2. Copeland "Anti-Kick Back" Act
 3. Federal Labor Standards
 4. Environmental Compliance
 5. Lead Based Paint Requirements
 6. Historic Preservation
 7. Energy Efficiency
 8. Flood Disaster Protection
 9. Special Equal Opportunity Provisions
 10. Section 3
 11. Conflict of Interest
 12. Utilization of Minority and Women-owned Businesses
 13. Fair Housing Laws
 14. Drug Free Workplace
 15. Debarred Contractors
 16. Lobbying
 17. Access to Records
 18. Records Retention
- Attachment I – Federal Labor Standards Provisions**
Attachment II- Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of \$2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kick Back" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

3. Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of \$100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

5. Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

6. Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

7. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

9. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

- i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: 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.
- ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

During the performance of this contract, the contractor agrees as follows:

- i. **Section 202 Equal Opportunity Clause**
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: 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. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60-1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

- i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be

prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

10. Section 3- 24 CFR Part 135

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Section 3 regulations apply to all contractors and subcontractors awarded contracts for HUD assisted projects which are in excess of \$100,000. **Section 3 requires that the Section 3 Clause (See Attachment II) be included in every contract that involves section 3 projects.**

11. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

12. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

13. Fair Housing Laws

The contractor shall comply with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

14. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

15. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the *Excluded Parties Listing System* at <https://www.epls.gov>.

16. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person 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 the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person 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 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.
- C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
- D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

17. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

18. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

Attachment I

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing and Urban Development HUD-4010
(7/03)

Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on 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 the 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 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 29 CFR-5.5(a)(1)(iv); 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 Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee 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 to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its

designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, 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.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 Federally 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payroll and basic records. Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). 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 (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully 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 the permissible deductions as set forth in 29 CFR Part 3;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the: "Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

(d) 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.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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 shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman 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, which 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 subcontractors 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(ii) **Trainees.** 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. 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 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 training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in 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 that 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 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.

(iii) **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.

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 will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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 Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ... influencing in any way the action of such Administration....makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanic" 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 eight hours in any calendar day or 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 basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 on subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).
- (3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment II

Section 3 requires that the following provisions ("the section 3 clause"), be included in every contract that involves section 3 projects.

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Instructions For Completing Payroll Form, WH-347

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

This preceding information can be obtained at <http://www.dol.gov/whd/forms/wh347instr.htm> and <http://www.dol.gov/whd/forms/wh347.pdf>

PAYROLL
(For Contractor's Optional Use; See Instructions at www.doi.gov/whd/forms/wh347Instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2016

PROJECT OR CONTRACT NO.

PROJECT AND LOCATION

FOR WEEK ENDING

[illegible][illegible]

Patricia E. Burdett, Superintendent

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S5502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

(over)

EXHIBIT "8"

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

_____ (Contractor or Subcontractor) _____ on the _____

_____ (Building or Work) _____; that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

_____ (Contractor or Subcontractor) _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (25 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 946, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract that has classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That _____

(5) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS ☐ _____ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

General Decision Number: FL140180 10/17/2014 FL180

Superseded General Decision Number: FL20130180

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE
BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Modification Number	Publication Date
0	01/03/2014
1	02/28/2014
2	05/23/2014
3	10/17/2014

ENGI0673-013 05/01/2013

	Rates	Fringes
OPERATOR: Oiler.....	\$ 20.36	10.85

IRON0808-003 01/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.00	10.95

LAB00517-002 05/01/2014

	Rates	Fringes
LABORER: Grade Checker.....	\$ 18.35	6.45

* PAIN1010-011 08/01/2014

	Rates	Fringes
Painter - Brush, Roller & Spray.....	\$ 19.50	8.83

SUFL2009-176 06/24/2009

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 13.56	1.84
CEMENT MASON/CONCRETE FINISHER...	\$ 12.63	0.00
ELECTRICIAN.....	\$ 16.71	3.51
FORM WORKER.....	\$ 11.36	0.00
LABORER: Common or General.....	\$ 9.03	0.81

LABORER: Landscape.....	\$ 8.44	0.00
LABORER: Pipelayer.....	\$ 11.17	1.27
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.88	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.12	2.58
OPERATOR: Bulldozer.....	\$ 12.88	0.00
OPERATOR: Crane.....	\$ 14.88	3.17
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 13.38	0.00
OPERATOR: Mechanic.....	\$ 13.83	2.19
OPERATOR: Roller.....	\$ 10.50	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.00	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.07	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

General Decision Number: FL140234 02/07/2014 FL234

Superseded General Decision Number: FL20130293

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014

* ELEC0915-004 12/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 25.13	34.5%+\$0.25

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: 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
LABORER: Laborer-Cones/		

<http://www.wdol.gov/wdol/scafiles/>

2/14/2014

EXHIBIT "8"

Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 11.36	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.

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union

<http://www.wdol.gov/wdol/scafiles/c>

2/14/2014

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

Section 3 Information and Instructions for Contractors & Subcontractors

What Is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

What does Section 3 require contractors and subcontractors to do?

All contracts for Section 3 covered projects in excess of \$100,000 for housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3, and must, to the greatest extent feasible:

- Provide employment and training opportunities to Section 3 residents by meeting the percentage goals in 24 CFR 135.30(b)(3)
- Provide subcontracting opportunities to Section 3 businesses by meeting the percentage goals in 24 CFR 135.30(c)

In addition, all contracts with contractors and subcontractors for Section 3 covered projects must contain the Section 3 contract clause in the contracts of its contractors and subcontractors. The HUD mandated Section 3 language ("Section 3 Clause") may be found at 24 CFR §135.38. The Section 3 Clause may also be found within the Supplemental Conditions which are included in the bid documents. All contracts for U.S. Department of Housing and Urban Development funded projects will contain the Section 3 contract clause, regardless of whether this threshold has been met.

Volusia County Community Assistance encourages all contractors and subcontractors to extend employment and training opportunities to Section 3 residents for any new opportunities which have been created as a result of the contract award. Reporting on Section 3 opportunities is required for all contractors and subcontractors that are awarded contracts for U.S. Department of Housing and Urban Development funded projects.

What is a Section 3 Resident?

A Section 3 Resident is 1) a public housing resident, or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered project is expended.

What is a Section 3 business?

A Section 3 business is defined as one:

- That is 51 percent or more owned by Section 3 residents; or
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded by the business to other Section 3 businesses (see first two definitions above).

Reporting

The following reporting forms are required to be submitted to Volusia County to document compliance with Section 3 regulations:

Pre-award:

- Section 3 Certification
- Section 3 Resident Certification- Required for all businesses claiming Section 3 status

Post-award:

- Section 3 Compliance Report- Existing Core Workforce List
- Section 3 New Hire Report
- Section 3 Resident Certification- for any new hires of Section 3 residents

Section 3 Resident Self-Certification Form

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

A Section 3 Resident seeking training and employment opportunities provided by this part shall certify, and submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I, _____, (Print Name) am a legal resident the United States and of Volusia County, Florida and meet the income eligibility and federal guidelines for a Section 3 Resident. I am self-certifying as a Section 3 Resident because of the following reason(s):

- ☐ I am a public housing resident leaseholder – Submit copy of lease
- ☐ I live in public housing but am not on the lease – Submit copy of lease
- ☐ I am a Section 8 voucher holder – Submit copy of voucher
- ☐ My household income does not exceed the income guidelines by family size as published at the bottom of this form – Submit copy of most recent tax return or evidence of participation in a public assistance program.

NOTE: Documentation of Section 3 Resident status must be submitted with this form

Name _____ Telephone _____

Home Address _____ (will be verified)
(Must be Street Address - Not a P.O. Box Number)

FY 2014 - HOUSEHOLD INCOME GUIDELINES – Circle line that applies to your household

Family Size	Low Income	Very-Low Income
1	\$33,100	\$18,800
2	\$34,400	\$21,500
3	\$38,700	\$24,200
4	\$42,950	\$26,850
5	\$46,400	\$29,000
6	\$49,850	\$31,150
7	\$53,300	\$33,300
8	\$56,700	\$35,450

I hereby certify that the information provided by me to be true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 Resident which may be grounds for termination of training, employment, or contracts that resulted from this certification and could subject me to punishment under the law.

Signature _____ Date _____

(Print Name)

Section 3 Certification

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain federally assisted projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

Any bid/proposal response for certain federally assisted projects that do not include this completed document will be considered non-responsive and not eligible for award.

Name of business: _____

Contact person: _____

Title: _____

Address of business: _____

Telephone number: _____

Fax number: _____

E-mail address: _____

Federal Employer Identification Number/SSN: _____

1. Type of business: (Check one)

☐ Corporation

☐ Sole Proprietorship

☐ Partnership

☐ Joint Venture

2. Check where applicable and provide required documentation:

☐ I am an individual, sole proprietorship, partnership, corporation or joint venture **NOT** claiming a Section 3 status.

☐ I am an individual, sole proprietorship, partnership, corporation or joint venture **claiming a** Section 3 status as:

☐ A business that has a 51% ownership by a Section 3 qualified resident(s) (submit the following documents):

☐ Section 3 Resident Self-Certification Forms

☐ A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents.

☐ List of all current full-time employees, and,

☐ List of employees claiming Section 3 residence status and for each such employee

☐ PHA/IHA Residential lease less than three years from date of employment, or

☐ Other evidence of Section 3 status less than three years from day of employment.

☐ A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.

☐ List of Section 3 subcontractor(s) and subcontract amount(s).

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____

Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

General Decision Number: FL150234 01/09/2015 FL234

Superseded General Decision Number: FL20140234

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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	01/02/2015
1	01/09/2015

* ELEC0915-004 12/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 26.01	16%+\$5.06

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

<http://www.wdol.gov/wdol/scafiles/davisb>

1/9/2015

EXHIBIT "8"

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

<http://www.wdol.gov/wdol/scafiles/davisba>

1/9/2015

EXHIBIT "8"

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.

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

<http://www.wdol.gov/wdol/scafiles/davisb>

1/9/2015

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

<http://www.wdol.gov/wdol/scafiles/davisb>

1/9/2015

EXHIBIT "8"

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

FY 2017 PAVING COST

2014

ESTIMATE

	Manhole & Stripping Quantities	Lbs. per inch 110 Number inches	Length	Width	a Total Feet	b Sq. Yards	c Pounds	d Number of Tons 2,000	Cost per Misc Stripping	Number of Manholes & W V	\$175.00 Cost for Manhole Adj.	Total Cost for Road
Milling 1.50<2000 sq.Yds												
Milling 4.00>2000 sq Yds												
Jackson St(Dunlawton to Oak St)												
Asphalt										4MH/6WV		
Milling(+/-) 1.5"		1.5	1360	23	31280	3475.55556	573466.6667	286.73	86.00			24658.78
12" Stop Bars	2				31280	3475.55556	573466.6667	286.73	1.50			5213.33
Reflectors(Blue)	2								2.50			5.00
Reflectors(Yellow)	2								10.00			20.00
6" Single Yellow			1100						1.50			1,650.00
6" Double Yellow			160						1.50			240.00
Total Estimated Cost												31,607.11
Long Oak Subdivision												
Clay Mill Drive												
Asphalt										2mh		
Milling(+/-)		1.5	720	20	14400	1600	264000	132	125.00			16500
12" Stop Bars	2	1.5	720	20	14400	1600	264000	132	4.00			6400
Reflectors	2								2.50			5.00
Total Estimated Cost									10.00			20.00
Hatteras Drive												
Asphalt										3mh		
Milling(+/-)		1.5	880	20	17600	1955.55556	322666.6667	161.33	125.00			20166.25
12" Stop Bars	2	1.5	880	20	17600	1955.55556	322666.6667	161.33	4.00			7822.20
Reflectors	2								2.50			5.00
Total Estimated Cost									10.00			20.00
Peggy Drive												
Asphalt										4mh		
Milling(+/-)		1.5	1040	20	20800	2311.11111	381333.3333	190.666667	125.00			23832.50
Reflector	2	1.5	1040	20	20800	2311.11111	381333.3333	190.666667	1.50			3466.66
Total Estimated Cost									10.00			20.00
Long Oak Drive												
Asphalt										5mh/1wv		
Millings(+/-)		1.5	1660	20	33200	3688.88889	608666.6667	304.333333	86.00			26172.38
12" Stop Bars	2	1.5	1660	20	33200	3688.88889	608666.6667	304.333333	1.50			5533.32
Reflectors	3								2.50			5.00
Crosswalks	1		75						10.00			30.00
Total Estimated Cost									1.50			112.50
Say Brook Street												
Asphalt										4mh		
Millings(+/-)		1.5	1150	20	23000	2555.55556	421666.6667	210.833333	86.00			18131.38
Reflectors	2	1.5	1150	20	23000	2555.55556	421666.6667	210.833333	1.50			3833.32
Total Estimated Cost									10.00			20.00
Venture Drive										1MH		

EXHIBIT "9"
PART B SPECIFICATIONS

FY 2017 PAVING COST

2014

ESTIMATE

Milling1.50<2000 sq.Yds Milling4.00>2000 sq Yds		Manhole & Stripping Quantities	Lbs. per inch 110	Number inches	Length	Width	a Total Feet	b Sq. Yards	c Pounds	d Number of Tons	Cost per	Manholes & W V Misc Stripping	Cost for Manhole Adj.	Total Cost for Road
2017 Starting Balance 974,168.90-40,739.60 (Pipelining Country Lane)														
Country Lane														
Asphalt														
Milling (+-) 1.5"			1.5	7,080	20		141,600	15,733	2,596,000	1,298.00	86.00			111,628.00
Double Yellow 6"			1.5	7,080	20		141,600	15,733	2,596,000	1,298.00	1.50			23,600.00
Skip Yellow 6"				5,802							1.50			8,703.00
				900							1.50			1,350.00
Left Turn Arrows		4									50.00			200.00
Right Turn Arrows		3									50.00			150.00
Crosswalk		1		85							1.50			127.50
12"Stop Bar		2									2.50			5.00
Total Estimated Cost														145,763.50
Smokerise Drive														
Asphalt														
Milling (+-) 1.5"			1.5	2,300	20		46,000	5,111	843,333	421.65	86.00			36,262.76
12"Stop Bar		1	1.5	2,300	20		46,000	5,111	843,333	421.65	1.50			7,666.67
Total Estimated Cost											2.50			2.50
Ashely Cir														
Asphalt														
Milling(+-) 1.5"			1.5	225	20		4,500	500	82,500	41.25	125	1MH		5,156.25
12"Stop Bar		1	1.5	225	20		4,500	500	82,500	41.25	4.00			2,000.00
Reflector		1									2.50			2.50
Total Estimated Cost											10.00			10.00
Glennwood Subdivision														
Wendem Ct														
Asphalt														
Milling (+-) 1.5"			1.5	1,050	20		21,000	2,333	385,000	192.5	125.00	3MH		0.00
12"Stop Bar		1	1.5	1,050	20		21,000	2,333	385,000	192.5	1.50			24,062.50
Reflectors		2									2.50			3,500.00
Total Estimated Cost											10.00			20.00
Trailside Drive														
Asphalt														
Milling(+-) 1.5"			1.5	1,000	20		20,000	2,222	366,667	183.33	125.00	4MH/1WV		0.00
12"Stop Bar		1	1.5	1,000	20		20,000	2,222	366,667	183.33	1.50			22,916.67
Total Estimated Cost											2.50			3,333.33
Ashton Ln														
Asphalt														
Milling (+-) 1.5"			1.5	880	20		17,600	1,955.56	322,667	161	125.00	2MH		0.00
12"Stop Bar		2	1.5	880	20		17,600	1,955.56	322,667	161	4.00			20,166.67
Reflectors		3									2.50			7,822.22
Total Estimated Cost											10.00			5.00
Total Estimated Cost														
30.00														
28,023.89														

FY 2017 PAVING COST

2014

ESTIMATE

	Manhole & Stripping Quantities	Lbs. per inch 110 Number inches	Length	Width	a Total Feet	b Sq. Yards	c 110 Pounds	d Number of Tons 2,000	Cost per Misc Stripping	Number of Manholes & W V	Cost for Manhole Adj.	Total Cost for Road
Milling 1.50<2000 sq.Yds												
Asphalt												
Milling (+-) 1.5"		1.5	1085	20	21,700	2,411	397,833	199	125.00	3MH/1WV		0.00
12" Stop Bars	2											
Reflectors	3											
Total Estimated Cost												28,516.57
Geiger Dr												
Asphalt												
Milling (+-) 1.5"		1.5	350	20	7000	778	128,333	64	125.00	1MH		0.00
12" Stop Bar	1											
Reflector	1											
Total Estimated Cost												11,144.88
Kingswood Subdivision												
Asphalt												
Milling (+-) 1.5"		1.5	2,200	20	44,000	4,889	806,667	403	125.00	7MH		0.00
Single Yellow	1											
Crosswalk	1		55									
12" Stop Bar	1		75									
Reflectors	2											
Total Estimated Cost												57,967.50
Chelsea Way												
Asphalt												
Milling (+-) 1.5"		1.5	1420	20	28400	3,156	520,667	260	86.00	4MH/2WV		0.00
12" Stop Bar	2											
Reflectors	2											
Total Estimated Cost												27,147.00
Kimberly Ct												
Asphalt												
Milling (+-) 1.5"		1.5	650	20	13000	1,444	238,333	119	125.00	1MH		0.00
12" Stop Bar	1											
Reflector	1											
Total Estimated Cost												20,686.11
York Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4											
Total Estimated Cost												32,123.00
Wexford Way												
Asphalt												
Milling (+-) 1.5"		1.5	1680	20	33600	3,733	616000	308	86.00	5MH		0.00
12" Stop Bars	2											
Reflectors	4		</									

FY 2017 PAVING COST

2014

ESTIMATE

	Manhole & Stripping Quantities	Lbs. per inch 110 Number Inches	Length	Width	a Total Feet	b Sq. Yards	c Pounds	d Number of Tons	Cost per Misc Stripping	Number of Manholes & W V	Cost for Manhole Adj.	Total Cost for Road
Milling 1.50<2000 sq. Yds												
Milling 4.00>2000 sq Yds												
Asphalt					69200	7,689	1,268,667	2,000	86.00			54,552.67
Milling (+-) 1.5"		1.5	3460	20	69200	7,689	1,268,667	634	1.50			11,533.33
12" Stop Bars	1								2.50			2.50
Reflectors	4								10.00			40.00
Total Estimated Cost												66,128.50
Terrace Village Subdivision												
Terrace Village Drive												
Asphalt					26880	2,987	492,800	246	86.00	4mh/1ww		0.00
Milling (+-) 1.5"		1.5	1280	21	26880	2,987	492,800	246	1.50			21,156.00
12" Stop Bars	2								2.50			5.00
Crosswalk	1		65						1.50			97.50
Reflectors	2								10.00			20.00
Double Yellow			1200						1.50			1,800.00
Total Estimated Cost												27,559.00
Sandy Terrace Drive												
Asphalt					19200	2,133	352,000	176	86.00	2mh/1ww		0.00
Milling (+-) 1.5"		1.5	960	20	19200	2,133	352,000	176	1.50			15,136.00
12" Stop Bars	1								2.50			2.50
Total Estimated Cost												16,338.50
Taylor Woods Subdivision												
Taylor Woods Drive												
Asphalt					10800	1200	198000	99	125.00			12,357.00
Millings (+-) 1.5		1.5	540	20	10800	1200	198000	99	4.00			4,800.00
12" Stop Bar	2								2.50			5.00
Total Estimated Cost												17,162.00
Wood Acers Drive												
Asphalt					14600	1622.22222	267666.6667	133.83	125.00			16,729.16
Millings (+-) 1.5		1.5	730	20	14600	1622.22222	267666.6667	133.83	4.00			6,488.88
12" Stop Bar	2								2.50			5.00
Total Estimated Cost												23,223.04
Wood Mar Drive												
Asphalt					9800	1088.88889	179666.6667	89.83	125.00			11228.75
Millings (+-)		1.5	490	20	9800	1088.88889	179666.6667	89.83	4.00			4355.52
12" Stop Bars	2								2.50			5.00
Total Estimated Cost												15589.27
Wood Point Terrace												
Asphalt					34335	3815	629475	314.7375	86.00			27066.78
Milling (+-)		1.5	1635	21	34335	3815	629475	314.7375	1.50			5722.5
12" Stop Bar	2								2.50			5.00
Total Estimated Cost												32794.28

FY 2017 PAVING COST

2014

ESTIMATE												
	Manhole & Stripping Quantities	Lbs. per Inch 110 Number Inches	Length	Width	a Total Feet	b Sq. Yards 9	c Pounds 110	d Number of Tons 2,000	Cost per Misc Stripping	Number of Manholes & W V	Cost for Manhole Adj.	Total Cost for Road
Milling1.50<2000 sq. Yds												
Milling4.00>2000 sq Yds												
Asphalt												
Millings(+)		1.5	580	20	11600	1288.88889	212666.6667	106.333333	125.00			13291.25
12" Stop Bars	1	1.5	580	20	11600	1288.88889	212666.6667	106.333333	4.00			5155.52
Reflectors	1					0	0	0	2.50			2.50
Total Estimated Cost						0	0	0	10.00			10.00
Brandon Lane												18459.27
Asphalt												
Milling(+)		1.5	1000	20	20000	2222.22222	366666.6667	183.333333	125.00	2MH/1WV		22916.25
12" Stop Bars	2	1.5	1000	20	20000	2222.22222	366666.6667	183.333333	1.50			3333.33
Reflectors	2					0	0	0	2.50			5.00
Total Estimated Cost						0	0	0	10.00			20.00
Azela Point												26274.58
Asphalt												
Millings(+)		1.5	1560	20	31200	3466.66	572000	286	86.00	4mh		24596.00
12" Stop Bars	1	1.5	1560	20	31200	3466.66	572000	286	1.50			5200.00
Reflectors	1					0	0	0	2.50			2.50
Crosswalk	1		35						10.00			10.00
Total Estimated Cost									1.50			52.50
Total FY17 Paving Program												29861.00
For unexpected circumstances												\$895,602.77
												\$37,826.53



City of Port Orange Public Works Department

TO: M.H. Johansson, City Manager

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: January 4, 2018

SUBJECT: Change Order – Halifax Paving

REQUEST

The Public Works Department requests City Council approval of Change Order No 1 to contract CA6019 with Halifax Paving to change the identified streets and add additional time to the contract with no change in contract amount.

PURPOSE

The purpose of this request is to better serve our residents by paving the most critical streets within the city as outlined in the recent street condition assessment.

CONSIDERATION

On July 7, 2017, the City of Port Orange executed Piggyback Agreement CA6019 of the Volusia County Contract with Halifax Paving to complete the FY2017 Annual Paving Program. The total cost of the contract is \$1,178,140.46 with an expiration date of February 5, 2018. The contract identified specific streets to be repaved as part of this program.

On March 7, 2017, the City entered into a contract with IMS Infrastructure Management Services, LLC. to conduct a pavement inventory and condition assessment. The results of that assessment were received in December 2017. Staff compared the list of streets identified as “poor” in the assessment to the list of streets designated in the paving list. Many of the roads listed in the paving contract were categorized as “good” or “fair” in the assessment. Some of the roads needed extensive base repairs, not included in the paving contract. Therefore, based on the results of the IMS assessment, the Public Works Department is requesting approval of Change Order No. 1 to the Halifax Paving contract. The change in roads and streets to be paved is noted within the attached revised paving schedule.

Change Order No. 1 will not affect the total cost of the contract. However, the Change Order will change the listed streets and extent the contract 145 days from the original expiration date of February 5, 2018. This extra time will allow for rescheduling and appropriate notice to residents.

Staff is currently working on a scope of work for the new contract to be bid.

FUNDING

There is no change in funding with this request.

RECOMMENDATION

The Public Works Department recommends City Council approval of Change Order No 1 to contract CA6019 with Halifax Paving to change the identified streets and add additional time to the contract with no change in contract amount.

ATTACHMENTS:

- a.) Modified Paving List

Updated Street Resurfacing and Rehabilitation Program FY2017

Street Name	Length in Miles	From	To
Country Lane	1.01	Village Trail	Taylor Road
Smokerise Blvd	0.45	Sandlebury Court	Country Lane
Terrace Village Drive	0.23	Tompkins Drive	Herbert St
Sandy Terrace Court	0.15	Terrace Village Drive	End of the Road
Kingswood Way	0.26	Clyde Morris Blvd	End of the Road
York Way	0.26	Kingswood Way	Wexford Way
Trail Side Drive	0.18	Wendham Court	Sandlewood Drive
Mossy Oak Lane	0.15	Miles Drive	Aston Lane
Geiger Court	0.05	Mossy Oak Lane	End of the Road
2 nd Street	0.10	Charles Street	South End of the Road
3 rd Street	0.38	North End of the Road	South End of the Road
4 th Street	0.10	Charles Street	South End of the Road
5 th Street	0.21	Charles Street	Herbert Street
Acacia Drive	0.10	Bayshore Drive	Acacia Circle
W Bayshore Drive	0.24	Acacia Drive	Willow Avenue
Palm Circle Drive	0.10	Bayshore Drive	End of the Road
Willow Avenue	0.13	Nova Road	Bayshore Drive
Baywood Circle	0.15	Nova Road	End of the Road
White Place	0.19	Ridgewood Ave	West End of the Road
Riverside Drive	0.33	Main Street	South End of the Road
Samms Avenue	0.13	Spruce Creek Road	West End of the Road
Samms Avenue	0.37	Jackson Street	East End of the Road
Chamberlin Blvd	0.29	Spruce Creek Road	Finley Drive
Marshfield Drive	0.23	North End of the Road	South End of the Road
James Drive	0.28	North End of the Road	South End of the Road
Newman Drive	0.27	North End of the Road	South End of the Road
Wilson Drive	0.24	North End of the Road	South End of the Road
Finley Drive	0.28	North End of the Road	South End of the Road
Total	6.86		
Streets Already Paved under this contract			

Streets to be deleted from this contract until a later date under different contract include:

Ashley Circle
Wendem Court
Ashton Lane
Chelsea Way
Kimberly Court
Wexford Way
Taylor Woods Drive

Wood Acres Drive
Wood Mar Drive
Wood Point Terr
Jackson Street
Clay Mill Drive
Hatteras Drive
Peggy Drive

Long Oak Drive
Say Brook Street
Venture Drive
Brandon Lane
Azela Point



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/16/2018

Consent item: Yes

SUBJECT: (B7c) Alford Timber, Inc. (ITB17-12) Timber Harvesting - Changer Order No 1 to the Timber Harvesting and Sale Agreement, dated June 20, 2017.

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION: Move to approve Change Order No 1 to the Alford Timber, Inc. Timber Harvesting and Sale Agreement to add additional clearing of trees 50 to 60 feet back of the power lines at the Central Wellfield property.

SUMMARY: The original timber harvesting contract (ITB #17-12) was awarded to Alford Timber, Inc. and dated June 20, 2017 with an initial term of 1 year with option to renew for 2 additional 1-year terms. Notice to Proceed was issued July 13, 2017.

After Hurricane Irma, a tree fell against the power lines along Shunz Road in the wellfield. This caused a power outage of approximately 4 days to the central wellfield. This change order would authorize the timber contractor to clear trees 50 to 60 feet back from the power lines throughout the wellfield to avoid another similar outage issue.

The contractor has equipment currently staged on site for the harvesting, is well ahead of schedule, and the proposed clearing along Shunz Road will add approximately 50 acres to the original scope of work (5 Sale Areas comprising 366 acres +/-)

To date, net timber harvesting revenue paid to the City is: \$71,226.67.

Project No.: Funding Account No.: 420-0000-329-.50-00

ATTACHMENTS:

1.	Department Justification Memo	Department Justification Memo - Alford Timber CO1.pdf
2.	Change Order No 1	Alford Timber - Change Order No 1.pdf
3.	Timber Harvesting Maps	TimberHarvesting_A+B_Dec2017.pdf

Julia Wiggins
Linda Johnson
Kenny Ho

Created/Initiated - 12/19/2017
Approved - 12/19/2017
Approved - 12/19/2017

Rick Wilson	Approved - 12/19/2017
Lynn Stevens	Approved - 12/19/2017
Tracey Riehm	Approved - 01/02/2018
Margaret Roberts	Approved - 01/03/2018
Jake Johansson	Approved - 01/04/2018
Robin Fenwick	Final Approval - 01/04/2018



CITY OF PORT ORANGE

Public Utilities Department
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129-4144
TELEPHONE 386-506-5750
FAX 386-756-5370
www.Port-Orange.org

TO: Lynn Stevens, Public Utilities Director
FROM: Linda Johnson, Right of Way Agent 
DATE: December 12, 2017
RE: Request for Change Order No.1 to ITB#17-12, Timber Harvesting

The contract for which Change Order No.1 is requested was awarded to Alford Timber, Inc. under ITB # 17-12, Timber Harvesting. Contract is dated June 20, 2017, initial term of 1 year with option to renew for 2 additional 1-year terms. Notice to Proceed was issued July 13, 2017.

After Hurricane Irma, Public Utilities Staff met with Steve Edgar, City Forester and the Contractor's forester, Bill Player to discuss the power outage to the wellfield caused when a single tree fell against power lines along Shunz Road in the wellfield. This one tree put the City central raw water wellfield on diesel generators for at least 4 days. The Central Wellfield supplies +/- 75% of the City drinking water. Staff proposed having the timber contractor clear trees 50 to 60 feet back of the power lines throughout the wellfield to avoid another similar outage issue.

Bill Player and Steve Edgar both agreed with the feasibility and generated a site plan (attached). The contractor has equipment currently staged on site for the harvesting, is well ahead of schedule, and the proposed clearing will add approximately 50 acres to the original scope of work (5 Sale Areas comprising 366 acres +/-) under ITB#17-12. Change Order No.1 will augment the scope with additional timber harvesting of 90-acres +/-, providing additional revenue to the City.

Currently, the rainfall from Hurricane Irma has stopped harvesting with unfavorable (wet) conditions interior to the Contract Sale Areas. To date, net timber harvesting revenue paid to the City is: \$71,226.67. Early winter dry conditions will allow the timber harvesting to resume on or before the first of January, 2018.

CHANGE ORDER NO. 1
To ITB#17-12 dated June 20, 2017
ALFORD TIMBER, INC., Contractor

Project: ITB#17-12

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>N/A</u>	Original Contract Times Substantial Completion: <u>N/A</u> days Final Completion: <u>365</u> days
Net changes from previous Change Order: No. <u>N/A</u> : \$ <u>N/A</u>	Changes in contract time from previous Change Orders: No. ____ : ____ days <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>Scheduled Mill Prices</u>	Contract Completion Date prior to this Change Order: Final Completion: <u>June 19, 2018</u> date
Net Increase (decrease) of this Change Order No. <u>1</u> : \$ <u>Same Scheduled Mill Prices Bid</u>	Changes in contract time requested this Change Order No. <u>1</u> : (Requires Council Approval) <u>-0-</u> days
Contract Price with all approved Change Orders: \$ <u>Same as Scheduled Mill Prices Bid</u>	Contract Times with all approved Change Orders: Final Completion: <u>June 19, 2018</u> date

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the ITB #17-12 entered into by and between the parties on June 20, 2017.
- II. REQUIRED CHANGES: To provide for additional timber harvesting sale areas along Shunz Road (See Exhibits A & B). No goods shall be delivered nor services commenced here under until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? Yes
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the ITB #17-12 subject to a limit up to but not to exceed \$ N/A. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

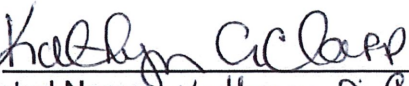
Lynn Stevens
Department Project Manager

By: 
Printed Name: Lynn Stevens
Title: Public Utilities Director

Date Signed: 12-18-17

ACCEPTED BY:

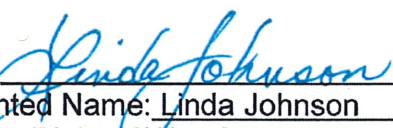
ALFORD TIMBER, INC.
Contractor

By: 
Printed Name: Kathryn A. Chapp
Title: V-P

Date Signed: 12-15-17

RECOMMENDED BY:

Linda Johnson
City's Representative

By: 
Printed Name: Linda Johnson
Title: Right of Way Agent

Date Signed: 12 Dec. 2017

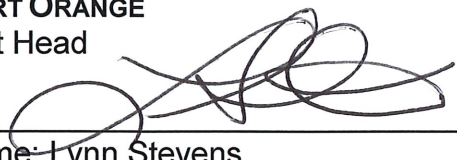
RECOMMENDED BY:

N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: 
Printed Name: Lynn Stevens
Title: Public Utilities Director

Date Signed: 12-18-17

City Manager

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

Date Signed: _____

If Council approval is required:

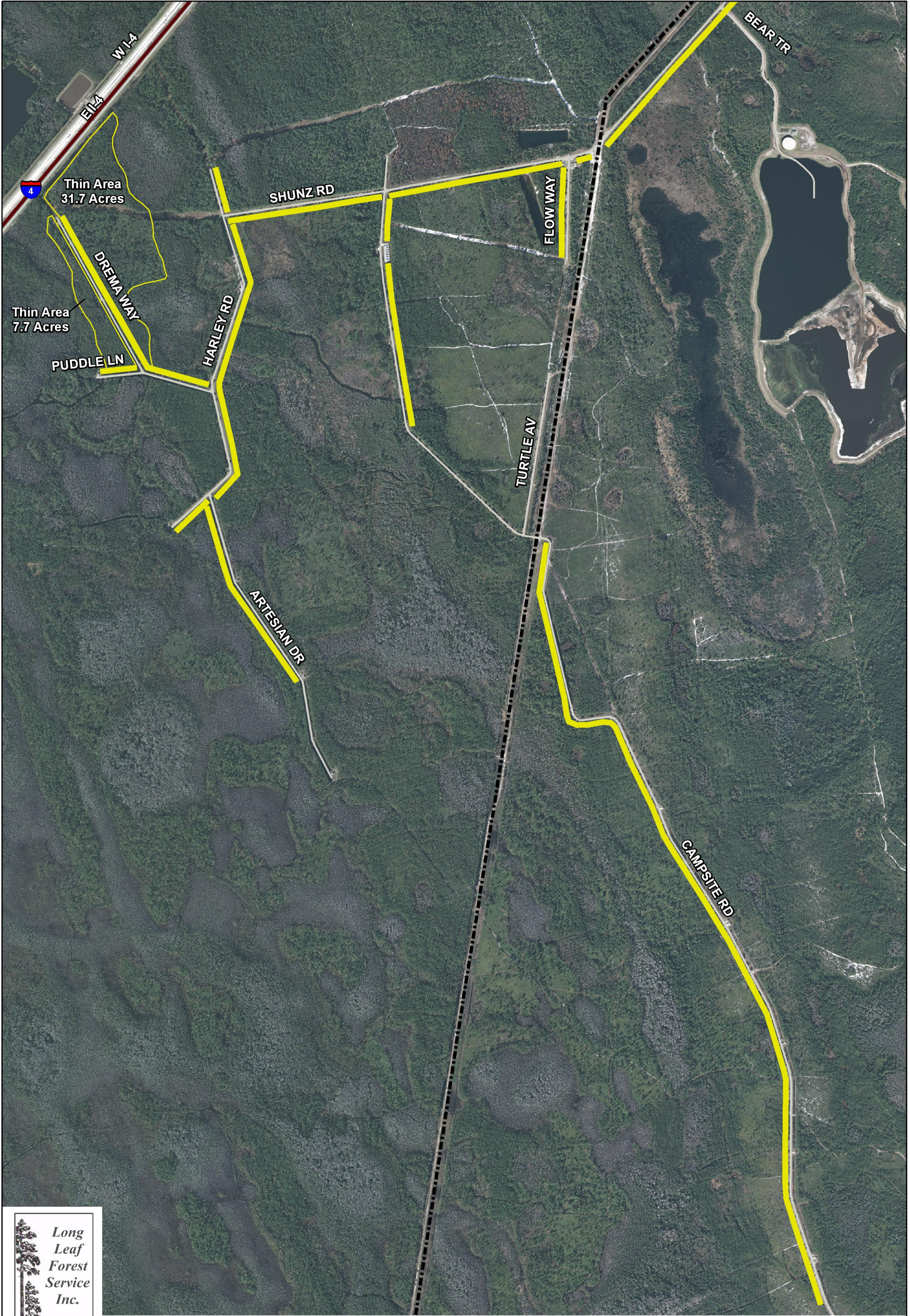
Affirmed:

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

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____





**Long
Leaf
Forest
Service
Inc.**

6044
Lake
Winona
Road
Deleon
Springs
Florida
32130

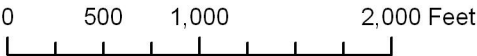
Date: Dec. 2017
Project No.:



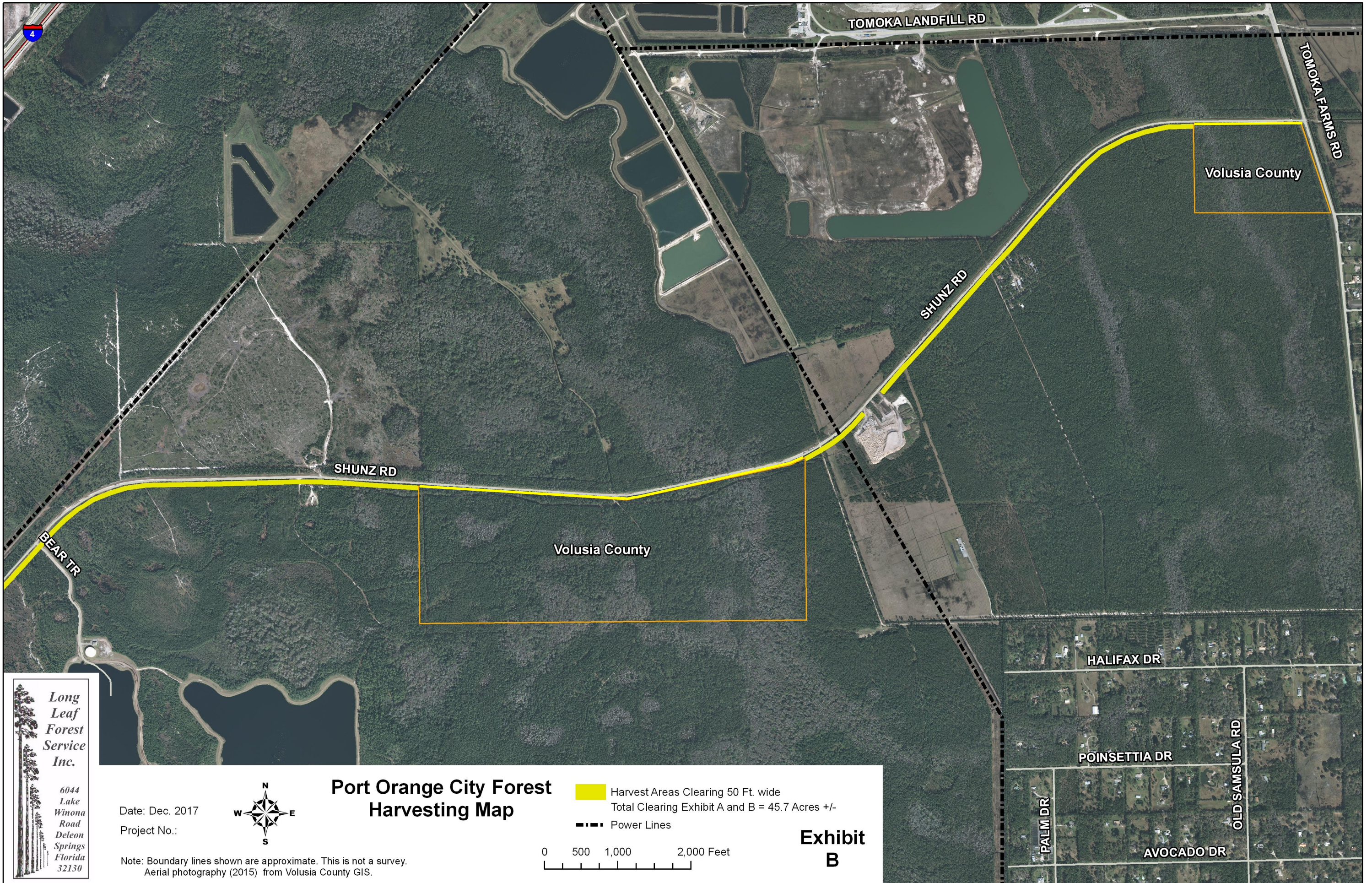
**Port Orange City Forest
Harvesting Map**

Note: Boundary lines shown are approximate. This is not a survey.
Aerial photography (2015) from Volusia County GIS.

-  Thinning Area = 39.4 Acres +/-
-  Harvest Areas Clearing 50 Ft. wide
Total Clearing Exhibit A and B = 45.7 Acres +/-
-  Power Lines



**Exhibit
A**





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/16/2018

Consent item: Yes

SUBJECT: (B7d) Mead & Hunt, Inc. - Change Order No 1 to Task Authorization No 2 for the Howes Street Stormwater Improvement Project

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Move to approve Change Order No. 1 to the Task Authorization No. 2 to the Master Contract for Engineering Services with Quentin L Hampton Associates – Mead & Hunt, for the Howes Street Stormwater Improvements project, in the amount of \$11,330 and 6 additional months; for a revised contract not to exceed amount of \$61,455.

SUMMARY: The Public Works Department requests Council approval of Change Order No. 1 to the Task Authorization No. 2 to the Master Contract for Engineering Services with Quentin L Hampton Associates – Mead & Hunt, for the Howes Street Stormwater Improvements project, in the amount not to exceed \$11,330.00 and 6 additional months.

During the 60% review process, City staff determined:

- 1) additional drainage improvements surrounding the vicinity of the Howes Street Stormwater Improvements project are needed and
- 2) to extend the project limit to effectively convey stormwater runoff to a positive discharge waterway (canal).

Consequently, additional time is needed for surveying, design and permitting.

Project No.: DIP069 Funding Account No.: 412 1800 541 6397

ATTACHMENTS:

1.	Department Justification Memo	Howes Street Stormwater Improvements - Change Order No 1 12.18.2017 - Memo.pdf
2.	Change Order No 1 to Task No 2 - Howes St	Mead & Hunt - Co1 to Task 2 Howes St Stormwater.pdf
3.	Scope of Service	Howes Street Change Order Revised 12-18-17.pdf
4.	Notice to Proceed	Notice to Proceed.pdf
5.	Task Authorization No 2 - executed	QLH - Task Authorization No 2 Howes Street.pdf

Julia Wiggins	Created/Initiated - 12/20/2017
Kenny Ho	Approved - 12/20/2017
Alyssa Parnell	Approved - 12/21/2017
Ronny Buttrum	Approved - 12/21/2017
Lynn Stevens	Approved - 12/21/2017
Tracey Riehm	Approved - 01/04/2018
Margaret Roberts	Approved - 01/05/2018
Jake Johansson	Approved - 01/05/2018
Robin Fenwick	Final Approval - 01/05/2018



City of Port Orange Public Works Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities Director / Interim Public Works Director

FROM: Kenny Ho, Public Utilities Engineering and Construction Manager 

DATE: December 18, 2017

SUBJECT: Quentin L Hampton Associates – Mead & Hunt. – Task Authorization No 2. (Howes Street Stormwater Improvements) – Change Order No. 1

REQUEST:

The Public Works Department requests City Manager approval of Change Order No. 1 to the Task Authorization No. 2 to the Master Contract for Engineering Services with Quentin L Hampton Associates – Mead & Hunt, for the Howes Street Stormwater Improvements project, in the amount not to exceed \$11,330.00.

PURPOSE:

To minimize/eliminate standing water at the intersection of Howes Street and Orange Avenue due to inadequate drainage system.

CONSIDERATION:

The Notice to Proceed (NTP) for engineering and design for this project started on June 19, 2017 under Quentin L. Hampton Associates – Mead & Hunt Task Authorization #2. The NTP only allowed 6 months for engineering, design and permitting. The original engineering and design fees is \$50,125.00.

This Change Order No. 1 is for time extension of 6 additional months and for additional engineering and design fees of \$11,330.00. Justifications for additional time and fees.

1. During the 60% review process, City staff have determined additional drainage improvements surrounding the vicinity of the Howes Street Stormwater Improvements project are needed and to extend the project limit to effectively convey stormwater runoff to a positive discharge waterway (canal).
2. Additional time is needed for surveying, design and permitting.

FUNDING:

412-1800-541-63-97 \$11,330.00
Project No. DIP069

RECOMMENDATION:

The Public Works Department recommends the approval of the attached engineering services proposal from QLHA-Mead & Hunt in an amount not to exceed \$10,360.00

ANTICIPATED SCHEDULE:

Complete design project by mid-2018 calendar year.

ATTACHMENTS:

1. QLHA-Mead&Hunt Howes Street Stormwater Improvements Change Order Request by City.



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

November 16, 2017
Revised 12/18/17

Kenny Ho, P.E.
Public Utilities Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

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

**SUBJECT: HOWES STREET STORMWATER IMPROVEMENTS
CHANGE ORDER REQUEST BY CITY**

Dear Kenny,

As discussed during our review of design plans, the City desires to expand the scope of work to include additional project areas over what was proposed on the original scope of services. The additional project area includes Orange Avenue between Howes Street and Orchard Street. This section was not included on the original scope as it was not identified by the previous project manager as an area of concern.

The added scope will require additional time and fee to complete. The current schedule has us completing on December 16, 2017. We are on schedule with the current scope as we have submitted the plans for permits and specifications are 90% complete.

The additional scope will not require increased costs for survey as the current allowance will cover what is needed. The additional design scope will take time and effort on our part. We request the City amend our purchase order by \$11,330 for this additional scope per the attached spreadsheet.

We anticipate another 90 days are also needed to the contract for survey, design and permitting revisions. If you feel additional time is needed by the City for obtaining grants, please add time as you feel is adequate. Please process a change order for our execution in order for us to proceed with this additional scope.

Thank you for your assistance.

Respectfully,

Brad T. Blais, P.E.
Vice President

for Andrew M. Giannini, P.E.
Project Manager

EXHIBIT 'B'
CITY OF PORT ORANGE
HOWES STREET STORMWATER IMPROVEMENTS - CHANGE ORDER
ESTIMATED ENGINEERING FEES
Revised 12/18/17

Task No.	Description	Project Manager (hours)	Project Engineer (hours)	Engineering Intern (hours)	CAD Technical (hours)	Clerical (hours)	Total Task (\$)
Hourly Rate		\$175	\$140	\$100	\$75	\$55	See Below
Task C01							
1.1	Survey Coordination	0	2	0	2	0	\$430
1.2	Revise Modeling of Existing and Proposed Conditions	4	4	16	4	0	\$3,160
1.3	Revise Plans and submit for City review	4	4	8	16	0	\$3,260
1.4	Incorporate into 100% Design Plans	4	4	8	8	0	\$2,660
1.5	100% Design, update cost estimate, review with City	4	3	4	4	0	\$1,820
	Sub-total Task 1						\$11,330

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

CHANGE ORDER NO. 1

To Task Authorization No 2, dated April 18, 2017
Master Contract for Engineering Services, dated December 27, 2016
Mead & Hunt, Inc., Contractor
Pursuant to merger with Quentin L. Hampton and Associates, Inc.

Project: Task Authorization No 2 – Howes Street Stormwater Improvements

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$50,125	Original Contract Times Notice to Proceed June 19, 2017 Substantial Completion: days Final Completion 182 days (December 18, 2017)
Net changes from previous Change Order No _: \$ 0	Changes in contract time from previous Change Order No _: 0 days
Contract Price prior to this Change Order: \$50,125	Contract Completion Date prior to this Change Order: Final Completion: December 18, 2017
Net Increase (decrease) of this Change Order No 1: \$11,330	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 182 days
Contract Price with all approved Change Orders: \$61,455	Contract Times with all approved Change Orders: Final Completion: June 18, 2018

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover the work to be performed under the Task Authorization No 2 entered into by and between parties on April 18, 2017, under the Master Contract for Engineering Services dated December 27, 2016 between the City of Port Orange, Florida and Mead & Hunt, Inc., pursuant to merger with Quentin L. Hampton and Associates, Inc.
- II. REQUIRED CHANGES: To provide necessary extension of time to complete the scope of services outline under Change Order No 1, dated November 16, 2017 to the Task Authorization No 2, dated April 18, 2017. These services are related to the Howes Street Stormwater Improvement Project.
- III. JUSTIFICATION: Change Order No 1 to Task Authorization No 2 is required for an additional 6 months (182 days) time extension and for additional spending authority of \$11,330; for a revised task authorization amount, not to exceed \$61,455. This time extension and spending authority will address additional improvements needed to extend the project limit to effectively convey stormwater runoff to a positive discharge waterway (canal). Please refer to the attached department justification memo for additional justification.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of Task Authorization No 2 under the Master Contract for Engineering Services subject to a limit up to but not to exceed **Eleven Thousand Three Hundred Thirty dollars and no cents (\$11,330.00); for a revised contract amount of Sixty-One Thousand Four Hundred Fifty-Five dollars and no cents (\$61,455.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

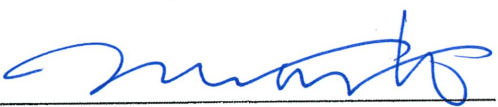
The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

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

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

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

RECOMMENDED BY:
KENNY HO, PUBLIC UTILITIES ENGINEER
Department Project Manager

By: 
Kenny Ho, PU Engineering & Const.
Manager

Date Signed: DEC 20, 2017

ACCEPTED BY:
MEAD & HUNT, INC.
Contractor

By: 
Brad Blais, P.E., Vice President, Market
Leader

Date Signed: 12/20/17

RECOMMENDED BY:
N/A
City's Representative

By: _____
Printed Name
Title: _____
Date Signed: _____

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____
Date
Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: 
Lynn Stevens, Interim Public Works
Director

Date Signed: 12-20-17

City Manager

By: _____
M. H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

November 16, 2017
Revised 12/18/17

Kenny Ho, P.E.
Public Utilities Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

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

**SUBJECT: HOWES STREET STORMWATER IMPROVEMENTS
CHANGE ORDER REQUEST BY CITY**

Dear Kenny,

As discussed during our review of design plans, the City desires to expand the scope of work to include additional project areas over what was proposed on the original scope of services. The additional project area includes Orange Avenue between Howes Street and Orchard Street. This section was not included on the original scope as it was not identified by the previous project manager as an area of concern.

The added scope will require additional time and fee to complete. The current schedule has us completing on December 16, 2017. We are on schedule with the current scope as we have submitted the plans for permits and specifications are 90% complete.

The additional scope will not require increased costs for survey as the current allowance will cover what is needed. The additional design scope will take time and effort on our part. We request the City amend our purchase order by \$11,330 for this additional scope per the attached spreadsheet.

We anticipate another 90 days are also needed to the contract for survey, design and permitting revisions. If you feel additional time is needed by the City for obtaining grants, please add time as you feel is adequate. Please process a change order for our execution in order for us to proceed with this additional scope.

Thank you for your assistance.

Respectfully,

Brad T. Blais, P.E.
Vice President

for Andrew M. Giannini, P.E.
Project Manager

4401 Eastport Parkway
P.O. Box 290247
Port Orange, Florida 32129-0247

Phone: (386) 761-6810
Fax: (386) 761-3977
www.qlha.com

EXHIBIT 'B'
CITY OF PORT ORANGE
HOWES STREET STORMWATER IMPROVEMENTS - CHANGE ORDER
ESTIMATED ENGINEERING FEES
Revised 12/18/17

Task No.	Description	Project Manager (hours)	Project Engineer (hours)	Engineering Intern (hours)	CAD Technical (hours)	Clerical (hours)	Total Task (\$)
	Hourly Rate	\$175	\$140	\$100	\$75	\$55	See Below
Task C01							
1.1	Survey Coordination	0	2	0	2	0	\$430
1.2	Revise Modeling of Existing and Proposed Conditions	4	4	16	4	0	\$3,160
1.3	Revise Plans and submit for City review	4	4	8	16	0	\$3,260
1.4	Incorporate into 100% Design Plans	4	4	8	8	0	\$2,660
1.5	100% Design, update cost estimate, review with City	4	3	4	4	0	\$1,820
	Sub-total Task 1						\$11,330

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



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

November 16, 2017

Revised 12/18/17

Kenny Ho, P.E.
Public Utilities Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: kho@port-orange.org

Hard Copy Mailed Only on Request

**SUBJECT: HOWES STREET STORMWATER IMPROVEMENTS
CHANGE ORDER REQUEST BY CITY**

Dear Kenny,

As discussed during our review of design plans, the City desires to expand the scope of work to include additional project areas over what was proposed on the original scope of services. The additional project area includes Orange Avenue between Howes Street and Orchard Street. This section was not included on the original scope as it was not identified by the previous project manager as an area of concern.

The added scope will require additional time and fee to complete. The current schedule has us completing on December 16, 2017. We are on schedule with the current scope as we have submitted the plans for permits and specifications are 90% complete.

The additional scope will not require increased costs for survey as the current allowance will cover what is needed. The additional design scope will take time and effort on our part. We request the City amend our purchase order by \$11,330 for this additional scope per the attached spreadsheet.

We anticipate another 90 days are also needed to the contract for survey, design and permitting revisions. If you feel additional time is needed by the City for obtaining grants, please add time as you feel is adequate. Please process a change order for our execution in order for us to proceed with this additional scope.

Thank you for your assistance.

Respectfully,

Brad T. Blais, P.E.
Vice President

for: Andrew M. Giannini, P.E.
Project Manager

4401 Eastport Parkway
P.O. Box 290247
Port Orange, Florida 32129-0247

Phone: (386) 761-6810
Fax: (386) 761-3977
www.qlha.com

EXHIBIT 'B'
CITY OF PORT ORANGE
HOWES STREET STORMWATER IMPROVEMENTS - CHANGE ORDER
ESTIMATED ENGINEERING FEES
 Revised 12/18/17

Task No.	Description	Project Manager (hours)	Project Engineer (hours)	Engineering Intern (hours)	CAD Technical (hours)	Clerical (hours)	Total Task (\$)
	Hourly Rate	\$175	\$140	\$100	\$75	\$55	See Below
Task C01							
1.1	Survey Coordination	0	2	0	2	0	\$430
1.2	Revise Modeling of Existing and Proposed Conditions	4	4	16	4	0	\$3,160
1.3	Revise Plans and submit for City review	4	4	8	16	0	\$3,260
1.4	Incorporate into 100% Design Plans	4	4	8	8	0	\$2,660
1.5	100% Design, update cost estimate, review with City	4	3	4	4	0	\$1,820
	Sub-total Task 1						\$11,330

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



CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Michael Silvey, Assistant Director

Public Works

407 Virginia Avenue, Port Orange FL 32127

Phone: (386) 506-5595 Fax: (386) 756-5365

msilvey@port-orange.org

Issued To: Quentin L. Hampton Associates, Inc.

4401 Eastport Parkway

Port Orange, FL 32127

386-761-6810

agiannini@qlha.com

PROJECT TITLE: Howes Street Stormwater Improvements Design And Permitting

RFSQ No. 16-32 / TA No. 2

This **Notice to Proceed** to your company is for the above referenced project and in accordance with the Scope of Work and all terms and conditions of the agreement between the City of Port Orange and Quentin L. Hampton Associates, Inc. dated December 27, 2016. The effective date of this Notice to Proceed is **June 19, 2017**, with the entire project to be 100 % completed and ready for final acceptance no later than December 18, 2017.

Please sign acknowledging and agreeing to the contents of this Notice to Proceed, and return a copy of this form to the attention of Assistant Director at the above address.

Congratulations on your efforts and we look forward to working with your company.

City Project Manager: Michael Silvey, Assistant Public Works Director

407 Virginia Ave, Port Orange, FL 32129

386-506-5575 msilvey@port-orange.org

All future correspondence or requests for changes to the contract must be addressed to the City's Project Manager

ISSUED BY:

Owner: City of Port Orange

This 9 day of June, 2017

By: Signature: Branford N. Adumauh

Title: Director of Public Works

ACCEPTANCE NOTICE:

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

Company: Quentin L. Hampton Associates, INC.

This 9 day of June, 2017

By: Signature: [Signature]

Title: PROJECT MANAGER

TASK AUTHORIZATION NO. 2
Standard Contract for Services dated December 27, 2016
Between the City of Port Orange, Florida and Quentin L. Hampton Associates, Inc.

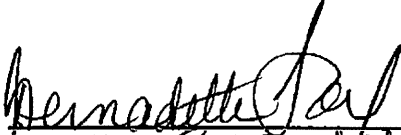
THIS Task Authorization is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and QUENTIN L. HAMPTON ASSOCIATES, INC., a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Director of Public Works, Branford Adumuah, ~~or his designee, Engineering Manager, Luis~~
~~Leat~~, shall perform contract administration for this Task Authorization No. 2, and may be reached at (386) 506-5575.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to Howes Street Stormwater Improvements, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Contractor shall complete the services to be provided herein within 30 days of the date of written notice by the City to the Contractor.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$50,125.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.


Printed Name: Bernadette Fox

By: 
Brad T. Blais, President

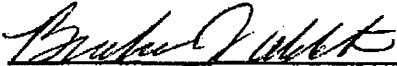
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.


Printed Name: Tabitha Russell

Date: 4/13/17

Witnesses:

CITY OF PORT ORANGE


Printed Name: Barbara J. Abbate

By: 
Donald O. Burnette, Mayor


Printed Name: Heather Carrizales

Date: 4/18/17

Witnesses:

ATTEST:


Printed Name: Barbara J. Abbate

By: 
Robin L. Fenwick, CMC, City Clerk


Printed Name: Heather Carrizales

Date: 4/18/17

[CA 5670]

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

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

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

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

Description of Services: QLH shall provide the following services:

TASK 1 - DESIGN PHASE

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

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

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

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

TASK 2 - PERMITTING

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

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

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

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

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

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

This proposal does not include bidding or construction phase services.

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

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

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

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

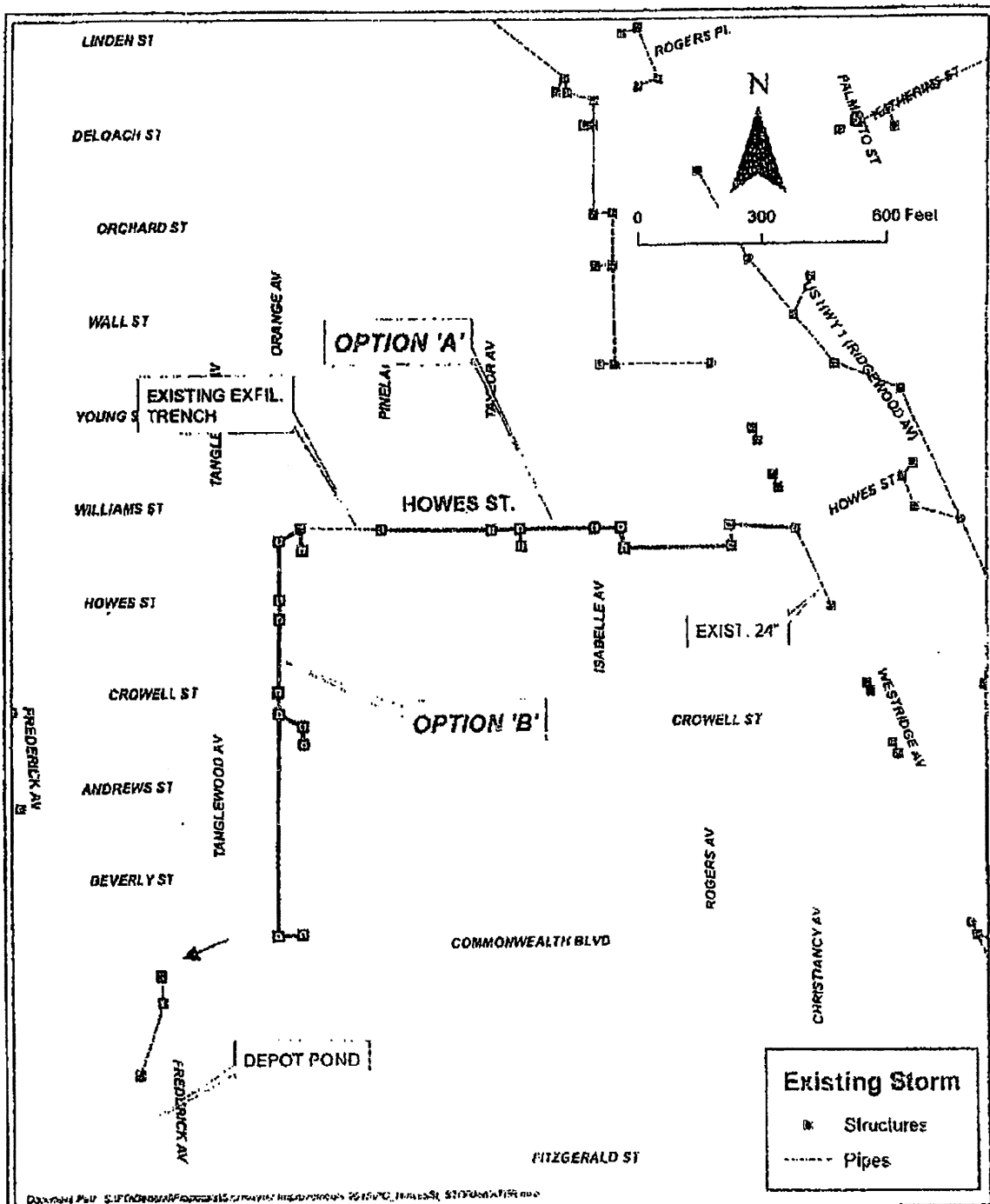
IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE,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

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

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

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

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



QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 620
FAX: 386.761.3977
P.O. DRAWER 209247 PORT ORANGE FL 32126-0247
PHONE: 386.761.6516

CITY OF PORT ORANGE STORMWATER IMPROVEMENTS 2015

**EXHIBIT C
HOWES STREET
DRAINAGE IMPROVEMENTS
CONCEPT PLANS**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/16/2018

Consent item: Yes

SUBJECT: (B8) Major Special Event Request – 4Ever Fitness 5K Run/Walk & 1-Mile Kids Fun Run located at 4Ever Fitness, 4639 Clyde Morris Boulevard.

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Special Event request for the 4Ever Fitness 5K Run/Walk & 1-Mile Kids Fun Run located at 4Ever Fitness, 4639 Clyde Morris Boulevard subject to the conditions in the staff report.

SUMMARY: The applicant Michael Turcotte, owner of 4Ever Fitness, is requesting a special event, for the 4Ever Fitness 5K Run/Walk & 1-Mile Kids Fun Run. The proposed hours of the event are from 8:30 a.m. until 11:00 a.m. on March 10, 2018.

The 5K race and 1-mile Kids Fun Run will start and finish in the parking lot at 4Ever Fitness located at 4639 Clyde Morris Boulevard. Runners will head east on Herbert Street, turn right onto City Center Drive. At the end of City Center Drive the runners will turn right and follow the circle around to the entrance of the City Parks and Recreation parking lot, following this behind the YMCA and through the Palmer College parking lot, exiting through the main entrance. Runners then turn left onto City Center Parkway and will turn around at Azalea Point Drive, following the reverse course back to the Parks and Recreation parking lot. The runners will then turn right on to City Center Circle and follow the circle, then turn right onto City Center Boulevard. At the end of City Center Boulevard, runners will turn right at Clyde Morris Boulevard and continue towards the entrance of the Gulfstream Village Plaza entrance, just north of Our Lady of Hope Catholic Church.

The proposed event has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The applicant has received the estimates from the Police and Public Works departments for staff overtime costs to assist the event with traffic control, barriers and safety issues within the City of Port Orange.

The applicant states that a portion of the proceeds raised from this event will directly benefit “The Wounded Warrior Project”, a non-profit organization whose mission is serving though a variety of programs, wounded veterans returning home from the military actions following September 11, 2001 and providing assistance to their families.

The applicant has also requested the surety bond be waived. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required.

Council has generally waived this bond for similar race events in the past. As a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	2018 4Ever Fitness 5K - Staff Report.pdf
2.	4Ever Fitness Route Map	4ever Fitness Race Special Event Location Map PDF.pdf

Briana Conlan-King	Created/Initiated - 12/28/2017
Tim Burman	Approved - 12/28/2017
Thomas Grimaldi	Approved - 12/29/2017
Ronny Buttrum	Approved - 01/02/2018
Jake Johansson	Approved - 01/03/2018
Robin Fenwick	Final Approval - 01/03/2018



STAFF REPORT MAJOR SPECIAL EVENT REQUEST

REQUEST:	4Ever Fitness 5K Run/Walk & 1-Mile Kids Fun Run
APPLICANT:	Michael Turcotte, 4Ever Fitness
EVENT LOCATION:	4Ever Fitness – 4639 Clyde Morris Boulevard
STAFF CONTACT:	Briana Conlan-King, Planner
CITY COUNCIL DATE:	January 16, 2018

SUMMARY:

Staff has received a special event request for a 5K race from Michael Turcotte, owner of 4Ever Fitness. The proposed hours of the event are from 8:30 a.m. until 11:00 a.m. on March 10, 2018.

The 5K race and 1-mile Kids Fun Run will start and finish in the parking lot at 4Ever Fitness located at 4639 Clyde Morris Boulevard. Runners will head east on Herbert Street, turn right onto City Center Drive. At the end of City Center Drive the runners will turn right and follow the circle around to the entrance of the City Parks and Recreation parking lot, following this behind the YMCA and through the Palmer College parking lot, exiting through the main entrance. Runners then turn left onto City Center Parkway and will turn around at Azalea Point Drive, following the reverse course back to the Parks and Recreation parking lot. The runners will then turn right on to City Center Circle and follow the circle, then turn right onto City Center Boulevard. At the end of City Center Boulevard, runners will turn right at Clyde Morris Boulevard and continue towards the entrance of the Gulfstream Village Plaza entrance, just north of Our Lady of Hope Catholic Church.

Parking for the event will be in the Gulfstream Village Plaza parking lot and at City Center. There will be port-o-lets and trash receptacles on site provided by the applicant, as well as, designated areas for two food trucks, and optional sponsor exhibit tents or tables. Restrooms will be available inside 4Ever Fitness. Clean up for the race will occur immediately after.

The subject proposal has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The race director has received cost estimates from the Police and Public Works departments for staff overtime and materials to assist the event with traffic control, barriers and safety issues within the City of Port Orange.

CODE VIOLATIONS:

There were no apparent code violations on any of the proposed sites at the time of pre-inspection.

SPECIAL NOTES:

The applicant states that a portion of the proceeds raised from this event will directly benefit "The Wounded Warrior Project", a non-profit organization whose mission is serving through a variety of programs, wounded veterans returning home from the military actions following September 11, 2001 and providing assistance to their families.

The applicant has also requested the surety bond be waived. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required. Council has generally waived this bond for similar race events in the past. As a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

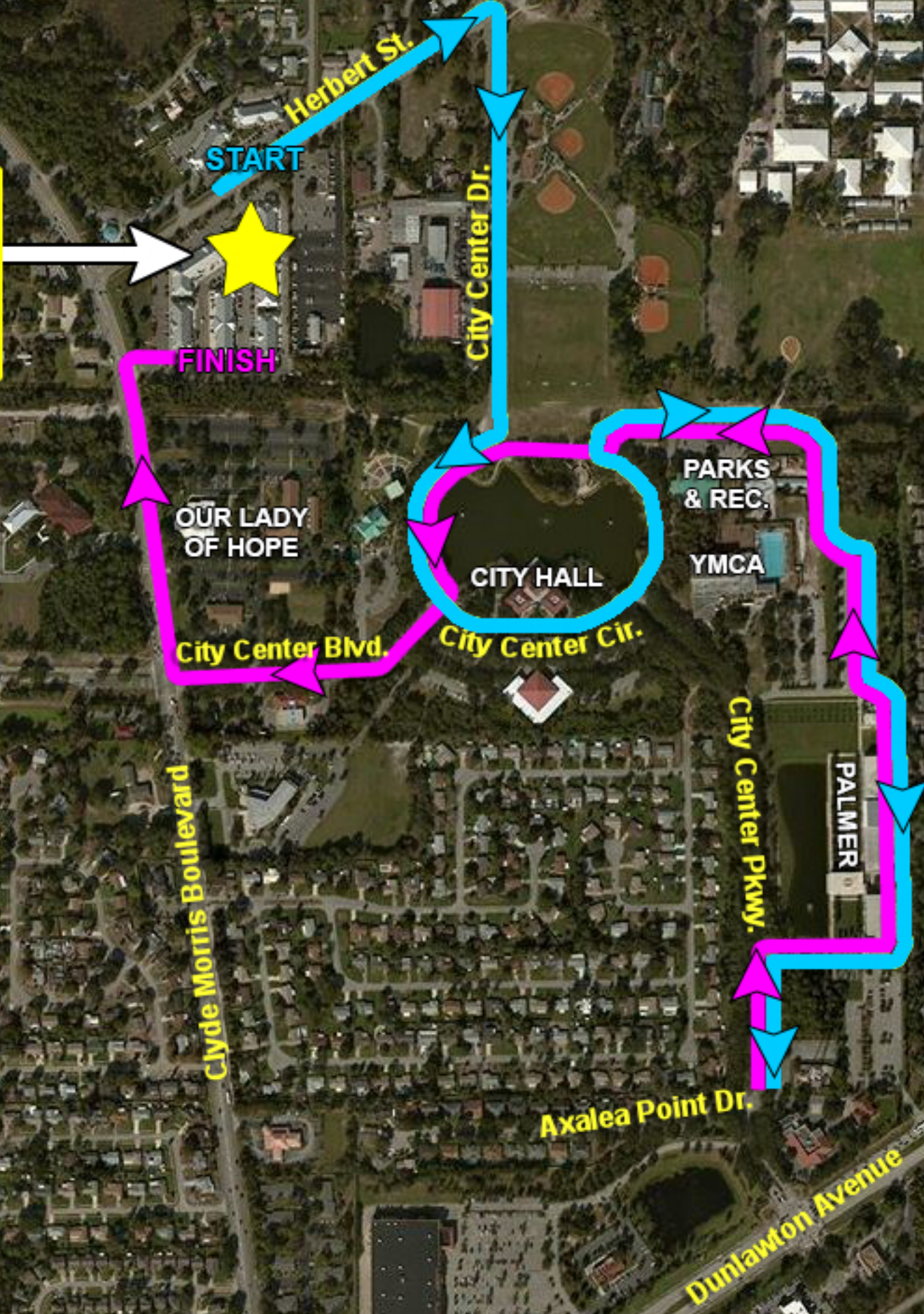
RECOMMENDATION:

Staff recommends approval of the 4Ever Fitness 5K Run/Walk & 1-Mile Kids Fun Run subject to the following conditions:

1. Hours of the event shall be from 8:30 a.m. until 11:00 a.m.
2. Access shall be maintained for all emergency vehicles.
3. Applicant shall coordinate all vehicular traffic patterns and pedestrian concerns with the City of Port Orange Police Department and be responsible for any charges for Police services.
4. Applicant shall coordinate all vehicular traffic patterns and pedestrian concerns with the City of Port Orange Public Works Department and be responsible for any charges for Public Works staff and equipment (cones, barricades, etc.).
5. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
6. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
7. A temporary sign permit shall be required for the one banner permitted for this event. An application shall be submitted at least two weeks prior to the event for permit approval.
8. All trash generated along the route must be picked up and disposed of at the end of the event along with any debris at the event sites.



**RACE START
& FINISH**
(4EVER FITNESS IN THE
GULFSTREAM VILLAGE PLAZA)





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/16/2018

Consent item: Yes

SUBJECT: (B9) Major Special Event Request - Remarkable River Race 5K at Aunt Catfish Restaurant at 4009 Halifax Drive & Panhead's Pizzeria located at 4085 Ridgewood Avenue.

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Special Event request for the Remarkable River Race 5K at Aunt Catfish Restaurant at 4009 Halifax Drive and Panhead's Pizzeria at 4085 Ridgewood Avenue subject to the conditions in the staff report.

SUMMARY: The applicant Katrina Guevara, owner of The Running Elements, is requesting a repeat special event, for the Remarkable River Race Series 5K race. The proposed hours of the event are from 5:30 a.m. until 9:30 a.m. on March 4, 2018.

The proposed 3.1-mile race route is entirely within the Port Orange City limits. The 5K race will start and finish in the parking lot at Panhead's Pizzeria located at 4085 Ridgewood Avenue. Runners will head south on Halifax Drive and turn around just past Niver Street. This course is the same course that has been used for the last 6 years.

The proposed event has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The applicant has received the estimates from the Police and Public Works departments for staff overtime costs to assist the event with traffic control, barriers and safety issues within the City of Port Orange.

The applicant states that all proceeds raised from this event will directly benefit "Building Remarkable Communities, Inc.", a non-profit corporation whose mission is the eradication of domestic and family violence through prevention, education, training and program funding.

The applicant has also requested the surety bond be waived. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required. Council has generally waived this bond for similar race events in the past. As a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	2018 Remarkable River Race 5k - staff report - March.pdf
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Briana Conlan-King	Created/Initiated - 12/28/2017
Tim Burman	Approved - 12/28/2017
Thomas Grimaldi	Approved - 12/29/2017
Ronny Buttrum	Approved - 01/02/2018
Jake Johansson	Approved - 01/03/2018
Robin Fenwick	Final Approval - 01/03/2018



STAFF REPORT MAJOR SPECIAL EVENT REQUEST

REQUEST:	Remarkable River Run 5K
APPLICANT:	Katrina Guevara, The Running Elements
EVENT LOCATION:	Aunt Catfish Restaurant – 4009 Halifax Drive Panhead's – 4085 Ridgewood Avenue
STAFF CONTACT:	Briana Conlan-King, Planner
CITY COUNCIL DATE:	January 16, 2018

SUMMARY:

Staff has received a repeat special event request for a 5K race from Katrina Guevara, owner of The Running Elements. The proposed hours of the event are from 5:30 a.m. until 9:30 a.m. on March 4, 2018.

The 5K race will start and finish in the parking lot at Panhead's Pizzeria located at 4085 Ridgewood Avenue. Runners will head south on Halifax Drive and turn around just past Niver Street. This course is the same course that has been used for the last 6 years.

There will be an awards ceremony after completion of the race to be held at Panhead's Pizzeria located at 4085 Ridgewood Avenue. The ceremony will include designated areas for refreshments, a live DJ, and ten sponsor exhibit tents. There will be port-o-lets and trash receptacles on site for the ceremony events.

Parking for the event will be in the City's lot across from Aunt Catfish, and the lots utilized by Aunt Catfish and Panhead's. Restrooms will be available inside Aunt Catfish and port-o-lets will be provided by the applicant. Clean up for the race will occur immediately after.

The subject proposal has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The race director has received cost estimates from the Police and Public Works departments for staff overtime and materials to assist the event with traffic control, barriers and safety issues within the City of Port Orange.

CODE VIOLATIONS:

There were no apparent code violations on any of the proposed sites at the time of pre-inspection.

SPECIAL NOTES:

The applicant states that a portion of the proceeds raised from this event will directly benefit "Building Remarkable Communities, Inc.", a non-profit corporation whose mission is the eradication of domestic and family violence through prevention, education, training and program funding.

The applicant has also requested the surety bond be waived due to past good performance in clean up after prior year's event. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required. The surety bond was waived last year and as a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

The proposed event is structured in the same way as the prior events approved for the Remarkable River Run Racing Series and qualifies for the repeat event reduced application fee of \$150. Staff is not aware of any concerns or issues with past events.

RECOMMENDATION:

Staff recommends approval of the Remarkable River Run 5K subject to the following conditions:

1. Hours of the event shall be from 5:30 a.m. until 9:30 a.m.
 2. Access shall be maintained for all emergency vehicles.
 3. Applicant shall coordinate all vehicular traffic patterns and pedestrian concerns with the City of Port Orange Police Department and be responsible for any charges for Police services.
 4. Applicant shall coordinate all vehicular traffic patterns and pedestrian concerns with the City of Port Orange Public Works Department and be responsible for any charges for Public Works staff and equipment (cones, barricades, etc.).
 5. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
 6. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
 7. A temporary sign permit shall be required for the one banner permitted for this event. An application shall be submitted at least two weeks prior to the event for permit approval.
 8. All trash generated along the route must be picked up and disposed of at the end of the event along with any debris at the event sites.
-



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/16/2018

Consent item: No

SUBJECT: (E11) Port Orange Property Development, Inc. Joint Annual Meeting of the Members, Directors and Design Review Board

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: See Joint Meeting Guide attached.

SUMMARY: Chairman Stiltner will conduct the Joint Meeting.
Please see attached notice, agenda and outline for joint annual meeting.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Port Orange Property Development Inc.	Port Orange Property Development Inc..pdf
2.	Draft Minutes	PO PDI & Design Review Board 1-17-17 minutes.docx

Robin Fenwick
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 12/22/2017
Approved - 01/05/2018
Approved - 01/05/2018
Final Approval - 01/05/2018



**NOTICE OF JOINT ANNUAL MEETING
Of Members, Directors and Design Review Board Of
PORT ORANGE PROPERTY DEVELOPMENT, INC.,
a Florida Not-for-Profit Corporation.
1000 City Center Circle, Port Orange, Florida**

TO: All Members, Directors, and Design Review Board

Pursuant to the provisions of Article 3.02, Members of the Corporation, and Article 4.03, Board of Directors, of the Bylaws of **PORT ORANGE PROPERTY DEVELOPMENT, INC.**, a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the joint annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, January 16, 2017, at 6:30 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members:

1. Roll Call (all members of council)
2. Acceptance of Meeting Notice
3. Approval of Minutes of January 17, 2017 for meeting of the Members and Directors
4. Approval of Minutes of January 17, 2017 for meeting of the Design Review Board
5. Election of the Board of Directors;

Current Board of Directors

Donald Burnette
Drew Bastian
Bob Ford
Scott Stiltner
Chase Tramont

Board of Directors to be elected

Donald Burnette
Drew Bastian
Bob Ford
Scott Stiltner
Chase Tramont

6. Such other business as may be brought before the Members of the corporation.

Immediately following the meeting of the members, the Board of Directors shall consider and take action on the following items:

Agenda for Meeting of Board of Directors:

7. Election of officers:

Current Officers

Scott Stiltner, Chairman
Bob Ford, Vice Chairman
Drew Bastian, President
Chase Tramont, Vice President
Donald Burnette, Secretary
Tracey Riehm, Treasurer

Nominations for election of officers:

Chairman:	_____
Vice-Chairman:	_____
President:	_____
Vice President:	_____
Secretary:	_____
Treasurer:	Tracey Riehm

8. Such other business as may be brought before the Board of Directors.

Immediately following the meeting of the Members and the Board of Directors, the Design Review Board shall consider and take action on the following items:

Agenda for Meeting of the Design Review Board:

9. Election of officers:

Current Officers

Drew Bastian, Chairman

Bob Ford, Vice-Chairman

Nominations for election of officers:

Chairman: _____

Vice-Chairman: _____

10. Such other business as may be brought before the Design Review Board.

DATED: January 5, 2018.

/s/ Robin Fenwick for
Donald O. Burnette, Secretary

Copy to: Donald Burnette, Mayor
Bob Ford, Vice Mayor
Drew Bastian, Councilman
Scott Stiltner, Councilman
Chase Tramont, Councilman
M. H. Johansson City Manager
Tracey Riehm, Finance Director
Margaret T. Roberts, City Attorney

**JOINT ANNUAL MEETING OF MEMBERS, DIRECTORS AND DESIGN
REVIEW BOARD OF PORT ORANGE PROPERTY DEVELOPMENT, INC.**

January 16, 2018

**I call the Annual Meeting of the Members, Directors, and Design Review Board of
PORT ORANGE PROPERTY DEVELOPMENT, INC., to Order.**

1. **Roll Call: Members of the City Council:** Donald Burnette, Drew Bastian, Bob Ford,
Scott Stiltner, and Chase Tramont

2. **Do I have an objection to the notice of meeting?**
Hearing no objection, the notice is accepted.

3. **Do I have a motion to approve the Minutes of the January 17, 2017 meeting of
the Members and Directors?**

Second? Voice vote

4. **Do I have a motion to approve the Minutes of the January 17, 2017 meeting of
the Design Review Board?**

Second? Voice vote

5. **Election of Board Members: Do I have a motion to elect the Board members?**
Drew Bastian, Don Burnette, Bob Ford, Scott Stiltner, and Chase Tramont

Second? Voice vote

6. **Any further business to be brought before the Members? There being none, we
will move on to the business of the Board of Directors.**

7. **Election of Officers of the Board of Directors:**

- A. **Do I have a nomination for the position of Chairman?**

Chairman: _____

Voice vote

- B. **Do I have a nomination for Vice Chairman?**

Vice-Chairman: _____

Voice vote

C. Do I have a nomination for President?

President: _____

Voice vote

D. Do I have a nomination for Vice President?

Vice President: _____

Voice vote

E. Do I have a nomination for Secretary?

Secretary: _____

Voice vote

**F. Do I have a motion to re-elect the Treasurer currently serving?
Second? Voice vote**

8. Any further business to be brought before the Board of Directors? There being none, we will move on to the business of the Design Review Board.

9. Election of Chairman and Vice Chairman of the Design Review Board:

A. Do I have a nomination to elect the Chairman for the one year term?

_____ as Chairman

Voice vote

B. Do I have a nomination to elect the Vice Chairman for the one year term?

_____ as Vice Chairman

Voice vote

10. Is there any further business of the Design Review Board? There being none, this annual meeting of the Members, Directors and the Design Review Board is adjourned.

PORT ORANGE PROPERTY DEVELOPMENT, INC. and
DESIGN REVIEW BOARD
MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 17, 2017

THE JOINT ANNUAL MEETING OF MEMBERS, DIRECTORS AND DESIGN REVIEW BOARD OF PORT ORANGE PROPERTY DEVELOPMENT, INC., was called to order by Vice Chairman Scott Stiltner at 6:32 p.m.

<u>Roll Call:</u>	Present:	Bob Ford Don Burnette Drew Bastian Scott Stiltner Chase Tramont
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Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk
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Vice Chairman Stiltner reported the receipt of the resignation of former Mayor Allen Green effective December 6, 2016.

2. Proof of Notice of Meeting

There were no objections to the notice of the meeting as posted. There were no public comments as to the meeting notice.

3. Approval of Minutes – January 5, 2016

Motion to approve the Minutes of January 5, 2016 as presented was made by Member Bastian and Seconded by Member Burnette. Motion carried unanimously by voice vote.

4. Approval of Minutes – January 5, 2016 – Design Review Board

Motion to approve the Minutes of January 5, 2016 as presented was made by Member Ford and Seconded by Member Burnette. Motion carried unanimously by voice vote.

5. Election of Board of Directors

Current Board of Directors:

_____ (Vacant)
Scott Stiltner
Drew Bastian
Donald Burnette
Bob Ford

Motion was made by Member Burnette to elect Drew Bastian, Don Burnette, Bob Ford, Scott Stiltner and Chase Tramont as Board Members, and Seconded by Bob Ford. Motion carried unanimously by voice vote.

6. Such other business as may be brought before the Members of the corporation.

There was no further business of the Members of the Corporation.

Agenda for Meeting of Board of Directors:

7. Election of Officers

Current Officers:

_____, Chairman (Vacant)
Scott Stiltner, Vice Chairman
Drew Bastian, President
Donald Burnette, Vice President
Bob Ford, Secretary
Tracey Riehm, Treasurer

Motion was made by Member Burnette to elect Scott Stiltner as Chairman, and Seconded by Member Tramont. Motion carried unanimously by voice vote.

Motion was made by Member Burnette to elect Bob Ford as Vice Chairman, and Seconded by

Member Bastian. Motion carried unanimously by voice vote.

Motion was made by Member Burnette to elect Drew Bastian as President, and Seconded by Member Ford. Motion carried unanimously by voice vote.

Motion was made by Member Bastian to elect Chase Tramont as Vice President, and Seconded by Member Ford. Motion carried unanimously by voice vote.

Motion was made by Member Ford to elect Donald Burnette as Secretary, and Seconded by Member Bastian. Motion carried unanimously by voice vote.

Motion was made by Member Tramont to re-elect Tracey Riehm as Treasurer, and Seconded by Member Ford. Motion carried unanimously by voice vote.

8. Such other business as may be brought before the Board of Directors.

There was no further business of the Board of Directors.

Agenda for Meeting of the Design Review Board:

9. Election of officers:

Current Officers:

_____, Chairman (vacant)
Drew Bastian, Vice Chairman

Motion was made by Member Burnette to elect Drew Bastian as Chairman for a one-year term, and Seconded by Member Ford. Motion carried unanimously by voice vote.

Port Orange Property Development, Inc.
Design Review Board
January 17, 2017
Page 4 of 4

Motion was made by Member Burnette to elect Bob Ford as Vice Chairman, and Seconded by Member Tramont. Motion carried unanimously by voice vote.

There being no further business the meeting adjourned at 6:36 p.m.

Drew Bastian, President

Donald Burnette, Secretary



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/16/2018

Consent item: No

SUBJECT: (E12) City Center Corporate Park Property Owner's Association, Inc. Joint Annual Meeting of Members and Directors

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: See attached Joint Meeting Guide.

SUMMARY: Chairman Bob Ford will conduct the joint meeting.
Please see attached notice, agenda, and outline for the joint annual meeting.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	City Center Park Property Owners Association Inc.	City Center Corporate Park Property Owners Association Inc..pdf
2.	Draft Minutes	CITY CTR CORP PARK POA ANNUAL MTG MINS 1-17-17.docx

Robin Fenwick
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 12/22/2017
Approved - 01/05/2018
Approved - 01/05/2018
Final Approval - 01/08/2018



**NOTICE OF JOINT ANNUAL MEETING
Of Members and Directors of
CITY CENTER CORPORATE PARK PROPERTY
OWNERS ASSOCIATION, INC.,
a Florida Not-for-Profit Corporation
1000 City Center Circle, Port Orange, Florida**

TO: All Members and Directors

Pursuant to the provisions of Article 3.01, Members of the Corporation, and Article 7.02, Board of Directors, of the Bylaws of **CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, INC.**, a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, January 16, 2018 at 6:30 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members:

- A. Roll Call (all members of Council)
- B. Proof of Notice of Meeting
- C. Approve Minutes of January 17, 2017
- D. Election of the Board of Directors for the One Year Term:

Current Board of Directors:

Drew Bastian
Donald Burnette
Bob Ford
Scott Stiltner
Chase Tramont

Board of Directors to be elected:

Drew Bastian
Donald Burnette
Bob Ford
Scott Stiltner
Chase Tramont

- E. Such other business as may be brought before the Members of the corporation.

Immediately following the meeting of the members, the Board of Directors shall consider and take action on the following items:

Agenda for Board of Directors Meeting:

- A. Such other business as may be brought before the Board of Directors.

DATED: January 5, 2018

/s/ Robin Fenwick for
Donald Burnette, Secretary

Copy to: Donald Burnette, Mayor
Drew Bastian, Vice-Mayor
Bob Ford, Councilman
Scott Stiltner, Councilman
Chase Tramont, Councilman
M. H. Johansson, City Manager
Tracey Riehm, Finance Director
Margaret T. Roberts, City Attorney

**JOINT ANNUAL MEETING OF MEMBERS AND DIRECTORS OF
CITY CENTER CORPORATE PARK
PROPERTY OWNERS ASSOCIATION, INC.**

January 16, 2018

I call the Annual Joint Meeting of the CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, INC., to Order.

- 1. Roll Call (all members of council): Donald Burnette, Drew Bastian, Bob Ford, Scott Stiltner, and Chase Tramont**
- 2. Do I have a motion to accept the notice of meeting?
 Second? Voice vote**
- 3. Do I have a motion to approve the Minutes of the January 17, 2017, meeting?
 Second? Voice vote**
- 4. Election of Board of Directors for the One Year Term: Don Burnette, Bob Ford, Drew Bastian, Scott Stiltner and Chase Tramont

 Second? Voice vote**
- 5. Is there any other business to bring before the Members of the corporation?
 There being none, we will move on to the business of the Board of Directors.**
- 6. Is there any other business to bring before the Board of Directors of the corporation? There being none, this meeting is adjourned.**

JOINT ANNUAL MEETING MINUTES OF
THE CITY CENTER CORPORATE PARK PROPERTY
OWNERS ASSOCIATION
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 17, 2017

THE JOINT ANNUAL MEETING OF THE CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, was called to order by Bob Ford, Vice Chairman at 6:36 p.m.

<u>Roll Call:</u>	Present:	Bob Ford Donald Burnette Drew Bastian Scott Stiltner Chase Tramont
	Also Present:	Jake Johansson, City Manager Margaret Roberts, City Attorney Robin Fenwick, City Clerk

Notice of Meeting

Motion to accept the notice of the meeting was made by Member Burnette, and Seconded by Member Tramont. Motion carried unanimously by voice vote.

Approval of the Minutes of January 5, 2016

Motion to approve the Minutes of the January 5, 2016 meeting was made by Member Bastian, and Seconded by Member Burnette. Motion carried unanimously by roll call vote.

Election of the members of the Board of Directors

Motion to elect the Board of Directors: Chase Tramont, Drew Bastian, Don Burnette, Bob Ford, and Scott Stiltner was made by Member Burnette, and Seconded by Member Bastian. Motion carried unanimously by voice vote.

There was no further business of the Members and no public comments.

Agenda for Board of Directors Meeting:

Election of Officers:

Vice Chairman Ford reported the receipt of the resignation of former Mayor Allen Green effective December 6, 2016. The Board of Directors must elect a new Chairman to serve out the remainder of Director Green's current four-year term.

Motion to appoint Bob Ford as Chairman for the remainder of the 3-year term expiring January 2019 was made by Member Bastian, and Seconded by Member Burnette. Motion carried unanimously by voice vote.

There being no further business the meeting was adjourned.

ADJOURNMENT: 6:38 p.m.

Drew Bastian, President

Donald O. Burnette, Secretary



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/16/2018

Consent item: No

SUBJECT: (F14) Parks & Recreation Advisory Board Appointments

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to appoint up to five (5) members to the Parks & Recreation Advisory Board for a term of three (3) years.

SUMMARY: There are five (5) terms on the Parks & Recreation Advisory Board that are expiring on February 15, 2018. Those positions are currently held by the following citizens:

John Cameron, Jr.
Robert Ball
Maria Mills-Benat
Mark Bowling
Julie Day

The City Clerk's Office has confirmed with John Cameron, Jr., Robert Ball, and Maria Mills-Benat that they desire to continue to serve the City in this capacity. Confirmation has not been received from Mark Bowling or Julie Day.

John Macaluso has submitted his application for appointment to the Board.

All applications of those wishing to be appointed/re-appointed are attached for Council's consideration.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Cameron, John	Cameron, John.pdf
2.	Ball, Bobby	Ball, Bobby.pdf
3.	Mills-Benat, Maria	Mills-Benat, Maria.pdf
4.	Macaluso, John	Macaluso, John.pdf

Robin Fenwick

Created/Initiated - 01/09/2018

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Environmental Advisory Board	☐ Library Advisory Board
☐ Construction Regulation Board*	☐ Parks and Recreation Board
☐ Code Enforcement Board*	☐ Planning Commission*
☐ Charter Review Board	☐ City Manager Selection Committee
☐ Civil Service Board	☐ Audit & Budget Advisory Board
☐ Districting Commission	☐ Youth Advisory Board
☒ Golf Advisory Board	

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name John R. Cameron, Jr. Date of Birth 2/25/59

Address 1873 Chorpash Lane Port Orange FL 32128

Home Telephone 386-322-5322

E-Mail Address sjj821@bellsouth.net

Business Telephone 386-671-8268

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 3

How long have you been a resident of Port Orange? 12 Years

Are you currently serving on a City Board? Port Orange Park & Rec Board – 10 years

Have you ever served on a City Board? _____

SCANNED

If yes, when and which Board?

2. **REFERENCES** – Please list three references (business and/or personal)

Barbara Cameron 3522 b Forrest Branch Dr. Port Orange FL 32129 – 761-9926
Name, address, and telephone number

Theresa Dearduff 983 Waterford Point Port Orange FL 32127 – 760-4500
Name, address, and telephone number

Suzette Cameron 1873 Chorpash Lane Port Orange FL 32128 – 322-5322
Name, address, and telephone number

3. **EDUCATION**

High School _____ Date Graduated _____

College West Ct. State University Date Graduated 1986 Degree BA Psychology

4. **WORK EXPERIENCE** 25 + years working in the golf industry in various capacities

Director of Golf at the Daytona Beach Golf Club for 16 years. 20 years as a member of
The Professional Golfers Association of America.

5. **INTERESTS/ACTIVITIES** Family, Work, Golf, Reading & Recreation

Youth Golf , Playing tournament golf, traveling to play new and interesting golf courses

6. **COMMUNITY INVOLVEMENT** Chairman of my churches golf tournament

Secretary of the Daytona Beach Junior Golf Association.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

To assist the Residents and the City of Port Orange in providing the best possible
Golf experience at the Golf Club at Cypress Head.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Signature

Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

Parks 9/22/15

**CITY OF PORT ORANGE
ADVISORY BOARD AND COMMISSION
VOLUNTEER APPLICATION**

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Audit & Budget Advisory Board	☐ Districting Commission
☐ Charter Review Board	☐ Environmental Advisory Board
☐ City Manager Selection Committee	☐ Library Advisory Board
☐ Civil Service Board	☒ Parks and Recreation Board
☐ Code Enforcement Board*	☐ Planning Commission*
☐ Construction Regulation Board*	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Robert J. (Bobby) Ball Date of Birth 7/2/75

Address 1408 Yearling Drive, Port Orange, FL

Home Telephone (386) 760-2460

E-Mail Address bball@zevcohen.com

Business Telephone (386) 677-2482

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 2

How long have you been a resident of Port Orange? 35 Years

Are you currently serving on a City Board? CAC Representative on TPO

Have you ever served on a City Board? Yes

If yes, when and which Board? CM Selection, CAC Representative

2. **REFERENCES** – Please list three references (business and/or personal)

Debbie Connors, Executive Director, Port Orange/South Daytona Chamber of Commerce – Port Orange, FL – (386) 761-1601
Name, address, and telephone number

Sue Lovallo, Parks & Recreation Director – City of Port Orange – Port Orange, FL – (386) 506-5851
Name, address, and telephone number

Dwight DuRant, P.E., President – Zev Cohen & Associates, Inc. - Ormond Beach, FL - (386) 677-2482
Name, address, and telephone number

3. **EDUCATION**

High School Spruce Creek Date Graduated 1993

College USF Date Graduated 1998 Degree BS – Civil Engineering

4. **WORK EXPERIENCE** Currently Vice President – Zev Cohen & Associates, Inc.,
Total of 17 years

5. **INTERESTS/ACTIVITIES** Anything outdoors – Biking, golfing, soccer, etc.
Additionally, I currently serve on The Pop Warner Board of Directors and am an active member of Our Lady of Hope church.

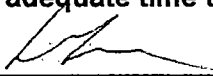
6. **COMMUNITY INVOLVEMENT** I have lived in Port Orange all of my life and am always looking to improve our community. My wife, Kim serves on The Family Days Board. Our commitment to Port Orange is a family affair.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

Kim and I have two boys (ages 12 and 14) who are heavily involved in local sports.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.



Signature

September 11, 2015

Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

Civil Service

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Friday, January 06, 2012 7:44 PM
To: Fenwick, Robin
Subject: Volunteer Application - Maria Mills-Benat



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Maria Mills-Benat on 01/06/2012

Personal Information

Name:	Maria Mills-Benat
Date of Birth:	03/02/1971
Telephone:	386-366-1882
E-mail:	agourmetaffaircatering@gmail.com
Business Telephone:	386-366-1882
Address:	1710 Bordeaux Ct. Port Orange, FL 32128
Are you a registered voter in Port Orange?	Yes
City Council District:	4
How long have you been a resident of Port Orange?	30+ years
Are you currently serving on a City Board?	No
If yes, when and which board?	

References

Reference 1:	Debbie Connors 3431 Ridgewood Avenue Port Orange, FL 32129 (386) 761-1601
Reference 2:	Robin Monzingo 1737 N. Clyde Morris Blvd., Suite 140 Daytona Beach, FL 32117 386-274-3274 Ext. 5851
Reference 3:	Amy Workoski 212-8769

Education

High School:	Spruce Creek High School
--------------	--------------------------

Date Graduated High School:	06/18/1989
College:	Flagler & DBCC
Date Graduated College:	06/01/1993
Degree:	Early Childhood Learning

Work Experience

Teacher, Business Owner of a retail storefront in PO (now closed) Catering.

Interests/Activities

I like long walks on the beach at sun rise.. Spending time with friends and family, Going to Disney, Community events such as Family Days, parks & Rec sports etc. going to the beach, computer time. Social time.

Community Involvement

9 years on the Port Orange Family Days Community Trust Committee, and 3 years on the Board of Directors. 2011 Graduate of the PO/SD Leadership program Chairperson for Port Orange Relay For Life. PTA Board at Cypress Creek Elem. Ambassador for Port Orange Hospice Volunteer at CCE Committee for Autism Speaks of Port Orange Various volunteer work throughout Port Orange and Daytona Beach

Why do you desire to serve on these boards?

I wish to get a better grasp on community activities and planning. I want to help shape the future of Port Orange for my children, and the community as a whole. I have a servant heart and love volunteering. I am a hard worker and want to be more involved. This community is my home. I've never left, and never will.

Resume/Additional Information

I am a business owner, wife and Mother of 3. I serve boards and organizations with 100% support of my family, and enjoy every minute of it, usually dragging them along :) Thank you for your consideration.

Selected Boards/Commissions

Environmental Advisory Board
Civil Service Board
Town Center Community Redevelopment Agency
Parks and Recreation Board
Planning Commission
General Employees Pension Board
Police Pension Board
Fire Pension Board

Order of Preference

Planning Commission Environmental Parks and Rec Town Center Civil Service Pension

Signature:

Maria Mills-Benat

Date:

01/06/2012

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

<u>2</u>	Environmental Advisory Board	___	Library Advisory Board
___	Construction Regulation Board*	<u>1</u>	Parks and Recreation Board
___	Code Enforcement Board*	<u>3</u>	Planning Commission*
___	Charter Review Board	<u>5</u>	City Manager Selection Committee
___	Civil Service Board	___	Audit & Budget Advisory Board
___	Districting Commission	<u>4</u>	Youth Advisory Board

CRA Boards

___ Eastport Community Redevelopment Agency*
___ Town Center Community Redevelopment Agency*

Pension Boards

___ General Employees*
___ Police*
___ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name JOHN MACALUSO Date of Birth 3/29/53

Address 5487 CRANE FEATHER DR.

Home Telephone 386-761-9295

E-Mail Address jmacaluso329@yahoo.com

Business Telephone 386-334-4863

Are you a registered voter in Port Orange? X Yes ___ No

City Council District 2

How long have you been a resident of Port Orange? 16 YEARS

Are you currently serving on a City Board? No

Have you ever served on a City Board? No

If yes, when and which Board? —

2. **REFERENCES** – Please list three references (business and/or personal)

SEE ATTACHED

Name, address, and telephone number

Name, address, and telephone number

Name, address, and telephone number

3. **EDUCATION**

High School

SEE RESUME

Date Graduated

College

Date Graduated

Degree

4. **WORK EXPERIENCE**

SEE RESUME

5. **INTERESTS/ACTIVITIES**

SEE RESUME

6. **COMMUNITY INVOLVEMENT**

SEE RESUME

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

RECENTLY SEMI RETIRED. COMMUNITY INVOLVEMENT
PAST BUSINESS, PROFESSIONAL AND CIVIL EXPERIENCES.

8. A resume or separate sheet with additional information should be included.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

[Signature]
Signature

5/2/17
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

John Macaluso

5487 Crane Feather Drive

Port Orange, Fl. 32128

386-761-9295

jmacaluso329@yahoo.com

Objective: To obtain a position, appointment or confirmation to a specific Board, Commission or Panel within the City of Port Orange using my Municipal Government, Business and Personal experiences.

Present: Semi Retired from the Environmental Engineering field as of 12/31/2016. I presently hold the position of Executive Vice President and Chief Development Officer in our family chain of restaurants.

1998 – 2016: As a member of the Environmental Business Community, I spent 18 years managing, directing and engineering products, processes and technologies related to the reduction of Diesel Emissions. My experience includes positions within North and South America targeting EPA non-attainment locations. My specific specialty was working directly with Federal, State, County and Local Governments in securing funds for Environmental Diesel related programs. As a Business Manager at Navistar Corporation, I was appointed to the position of Congressional Liaison, Diesel Emissions Reduction Act of 2005. In this position, I was a part of an Industry Committee that lobbied Congress as Industry experts to gain passage of the Diesel Emissions Reduction Act (DERA) of 2005 which is still an actively funded appropriation today.

1975 – 1997: Various Engineering and Technical positions held within fortune 500 companies.

Education:

1971: Bloomfield High School – Bloomfield, NJ.

1971 – 1973: RETS College – Nutley, NJ. AAS – Electronic Engineering Technology

1975 – 1976: Palomar College – San Marcos, Ca. – Certificate Program Electronic Engineering

Resume of John Macaluso continued:

Community Involvement:

1971 – 1972: Bloomfield, New Jersey – Appointed to the Transportation Committee by Mayor John Kinder.

1988 – 1999: Member of the Stillwater Township, NJ Recreation Commission, appointed by Mayor Emil Sorensen.

1989 – 1992: Executive Board Member, Crandon Lakes Country Club, Stillwater/Hampton, NJ.

1992 – 1996: Elected member of the Stillwater, NJ Township Committee serving 1 term as Mayor, 3 years as Township Committee Person. As a Committee form of Government my responsibilities included Public Safety, Recreation, Planning and Zoning.

1986 – 1996: Active member of the Stillwater/Fredon, NJ Little League serving as Coach, Manager and Umpire.

1992 – 2000: Active Member of the Stillwater, NJ Emergency Rescue Squad. New Jersey Certified First Responder.

1996 – Present: Member, New Jersey Conference of Mayors, Mayors Emeritus Advisory Council.

Personal: Residing in Crane Lakes. We have been Port Orange residents over the last 16 years since relocating from North West New Jersey. I am happily married to Nancy for 43 years with 2 adult children and 3 Granddaughters.

Hobbies include: Golf, softball and other competitive activities. I am also an Amateur Radio Operator since 1995. (KB2PXB)

John Macaluso
5487 Crane Feather Drive
Port Orange, Florida 32128
386-334-4863
jmacaluso329@yahoo.com

Personal References:

Matthew Kilyk
Business Manager – Hug Engineering US
5505 Clearview Drive
North Charleston, SC 29420
843-323-0706

Joseph Mannarino
Economic Development Director – Ormond Beach, Florida
69 Creek Bluff Way
Ormond Beach, Fl. 32174
386-212-2012

Gregory Cardino
Educator - Retired
9 Arika at Lions Paw
Daytona Beach, Fl. 32124
386-405-2220



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/16/2018

Consent item: No

SUBJECT: (G15) Reconsideration of First Reading - Ordinance No. 2017-34 - Eighth Amendment to the Master Development Agreement and Conceptual Development Plan for the Port Orange Gateway Center Planned Commercial Development / Case No. 17-40000001 (Continued from January 4, 2018)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-34, approving the Eighth Amendment to the Master Development Agreement and Conceptual Development Plan for the Port Orange Gateway Center Planned Commercial Development, as attached to this agenda item.

SUMMARY: On 12/12/17, the City Council voted to deny the subject item; however, at the request of the applicant the prevailing party voted to reconsider the item at the 1/4/18 meeting. This item was continued at the 1/4/18 meeting to 1/16/18 to allow the applicant to revise the proposed Eighth Amendment based on the Council's discussion at the 12/12/17 meeting. The revisions to the proposed MDA and CDP are identified in the revised Staff Report.

PLANNING COMMISSION ACTION (11/16/17): Recommended Approval

Port Orange Gateway Center Planned Commercial Development (PCD) is located on the north side of Dunlawton Avenue, east of I-95. The proposed Eighth Amendment to the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Port Orange Gateway Center PCD is to provide the regulatory framework to create one new commercial lot along with development requirements for the new lot, and to provide requirements for an off-site sign and wall sign height.

Lot 3 will contain the existing Target building and most of the parking lot. The proposed Lot 3A is currently part of the Target overflow parking lot located south of Chick-Fil-A. If the amendment is approved, the development proposal is to subdivide Lot 3 (the existing Target retail store) into two lots (Lot 3 and 3A) and to develop Lot 3A as a ±10,250 square-foot commercial multi-tenant building. The lot will be accessed from the current driveways off Dunlawton Avenue and Yorktowne Boulevard. Cross-access easements already exist as an internal network for vehicles and pedestrians to move between the lots.

The staff report is attached for more detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-34	Ord. No. 2017-34.pdf
2.	Revised Staff Report	REVISED Gateway MDA 8th Amendment_CC Staff Report.pdf

Robin Fenwick	Created/Initiated - 01/11/2018
Tim Burman	Approved - 01/11/2018
Shannon Balmer	Approved - 01/11/2018
Jake Johansson	Approved - 01/11/2018
Robin Fenwick	Final Approval - 01/11/2018

ORDINANCE NO. 2017-34

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE EIGHTH
AMENDMENT TO THE AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT FOR PORT
ORANGE GATEWAY CENTER PLANNED COMMERCIAL
DEVELOPMENT (PCD) AND THE CONCEPTUAL
DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Eighth Amendment to the Amended and Restated Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (PCD) ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Eighth Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Eighth Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed Eighth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Eighth Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Eighth Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Eighth Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2018

Passed and adopted on second and final reading on the day of _____, 2018

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

EIGHTH AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR THE PORT ORANGE GATEWAY CENTER PLANNED COMMERCIAL DEVELOPMENT (PCD)

This Agreement, entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as the "City"); TARGET CORPORATION, Attn: Real Estate Portfolio Management (T-1795), 1000 Nicolet Mall, TPN-12H, Minneapolis, MN 55403, (hereinafter referred to as the "Property Owner"); and 2017 YORKTOWN PORT ORANGE LLC, a Florida limited liability company whose address is 151 Sawgrass Corners Drive, Suite 202, Ponte Vedra Beach, Florida 32082, (hereinafter referred to as the "Contract Purchaser") or Assignee, constitutes the Eighth Amendment to the Amended and Restated Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (hereinafter referred to as the "Eighth Amendment").

WHEREAS, TARGET CORPORATION is the Property Owner of Lot 3 (further described in **Exhibit "A"**) and the proposed Lots 3 and 3(A) (further described in **Exhibit "A-1"**) (the "Property") and 2017 YORKTOWN PORT ORANGE LLC, successor by assignment from Southeast Investments, Inc., is the Contract Purchaser of Lot 3(A) as shown on the proposed "Port Orange Gateway Center Lot 3", a replat of a portion of Lot 3 Port Orange Gateway Center Replat per Map Book 50, Page 24; and

WHEREAS, The City, Lowe's Home Centers, Inc. and Port Orange Gateway Center, Inc. previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "Original MDA") recorded in Official Records Book 4397, Page 4153, Public Records of Volusia County, Florida

WHEREAS, The City and Port Orange Gateway Center previously entered into an agreement and covenant with the Property Owner to bind their successors and assigns to the terms and provisions of a development agreement entitled "Amended and Restated Master Development Agreement for The Port Orange Planned Commercial Development" (hereinafter referred to as the "Amended and Restated MDA"), recorded in Official Records Book 4886, Page 3772, Public Records of Volusia County, Florida, which included the Property; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a first amendment to the Amended and Restated MDA entitled, "First Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "First Amendment") recorded in Official Records Book 4904, Pages 20-26, Public Records of Volusia County, Florida; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a second amendment to the Amended and Restated MDA entitled, "Second Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "Second Amendment"). Recorded in Official Records Book 5281, Page 2720, Public Records of Volusia County, Florida; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a third amendment to the Amended and Restated MDA entitled, "Third Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "Third Amendment") recorded in Official Records Book 5389, Page 4833, Public Records of Volusia County, Florida; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a fourth amendment to the Amended and Restated MDA entitled, "Fourth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (hereinafter referred to as the "Fourth Amendment") recorded in Official Records Book 5860, Page 1476, Public Records of Volusia County, Florida; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a fifth amendment to the Amended and Restated MDA entitled, "Fifth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (hereinafter referred to as the "Fifth Amendment") recorded in Official Records Book 6582, Page 1603, Public Records of Volusia County, Florida; and

WHEREAS, the City, Lowe's Home Centers, Inc. and Ferber Construction Management, LLC, entered into a sixth amendment to the Amended and Restated MDA entitled, "Sixth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (hereinafter referred to as the "Sixth Amendment") recorded in Official Records Book 6682, Page 1329, Public Records of Volusia County, Florida; and

WHEREAS, the City entered into a seventh amendment to the Amended and Restated MDA entitled, "Seventh Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (herein after referred to as the "Seventh Amendment") recorded in Official Records Book 7193, Page 2234, Public Records of Volusia County, Florida; and

WHEREAS, the City and the Property Owner have opted to further amend the operation and effect of the Amended and Restated MDA as further modified by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments all as applied to the Property by creating and agreeing to this "Eighth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)"; and

WHEREAS, the Property Owner is the owner of the Property which is the only property impacted by the Eighth Amendment; and

WHEREAS, the City and the Property Owner wish to amend the Amended and Restated MDA and the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments as applied to the Property to allow for the following:

1. Provide for a division of Lot 3 in order to create two (2) lots, being identified as Lot 3 and Lot 3(A).
2. Provide for a multi-tenant building on Lot 3(A).

NOW THEREFORE, the City and the Property Owner hereby agree as follows:

1. The premises stated above are true correct and form a material part of the Eighth Amendment.
2. Paragraph 1, Section (d) of the Amended and Restated MDA which incorporates the Amended CDP as Exhibit "B" and the Amended CDP as applied to Lot 3 are hereby further amended to reflect the modifications shown by this Eighth Amendment **Exhibit "B,"** attached hereto and incorporated herein by reference.
3. Paragraph 7, "Uses", Section (a) of the Amended and Restated MDA as applied to Lot 3 as originally described in the Amended and Restated MDA as now described as Lots 3 and 3(A) is hereby further amended as follows:

(a) Permitted Uses on the Property shall be as follows:

PERMITTED USES	SITE AREA	RETAIL AREA	OTHER AREA
LOT 3 COMMERCIAL/RETAIL	16.46 AC	163,750 SF	
OFFICE/STOCK ROOM			26,500 SF
GARDEN CENTER			11,400 SF
LOT 3(A)* BUSINESS SERVICES FINANCIAL SERVICES FURNITURE AND APPLIANCE STORES OFFICE SUPPLIES RESTAURANT (TYPE A & B) RETAIL SALES AND SERVICES PERSONAL SERVICE PROFESSIONAL AND MEDICAL OFFICES BREWERY, CRAFT FOOD AND BEVERAGE PRODUCER AND MICROBREWERY	2.06 AC	10,250 SF	52 SF

*Drive Thru service shall be prohibited on Lot3(A).

(b) Exhibit "C," Dimensional Requirements, is amended to provide the following Dimensional Requirements for Lot 3(A) and Parking Requirements for Lots 3 and 3(A) as follows:

Requirements	Lot 3	Lot 3(A)
Minimum Lot Area	500,000 sq. ft	75,000 sq. ft.
Minimum Lot Width	150 feet	200 feet
Maximum Building Coverage	No change	25%
Maximum Building Height	No change	31 feet
Building Setbacks	No change	
Dunlawton Internal Lot Line Rear I-95 / Lot 1	No change	50 feet 20 feet 20 feet

Requirements	Lot 3	Lot 3(A)
Maximum Impervious Surface	81%	66%
Minimum Open Space	19%	34%
Required Parking	No Change	1 space/ 250 SF

4. Paragraph 9(b), “**PCD Infrastructure**,” of the Amended and Restated MDA and is hereby amended to add a new subparagraph:

- i. Replat. The Property Owner intends to replat the existing Lot 3 and create the proposed Lots 3 and 3(A), generally shown on the CDP, attached hereto.

5. Paragraph 13(b), “**Signage**” of the Amended and Restated MDA is hereby amended to add a new subparagraph:

- (c) Wall signs for individual businesses on Lot 3A shall be as permitted by Chapter 15 of the Port Orange Land Development Code except that each tenant is permitted a maximum wall sign height equal to 25% of the building height over the tenant front entrance.

6. Paragraph 13(c)(1), “**Signage**” of the Amended and Restated MDA is hereby amended to add new subparagraphs:

a. Monument Sign on Dunlawton Avenue for Tenants on Lot 3A:

- i. The maximum height to the top of the sign cabinet is 12.0 feet. An additional 2.0 feet in height is allowed above the sign cabinet for architectural embellishments consistent with the building or complex, up to a total maximum sign structure height of 14.0 feet (further illustrated in Exhibit “D”). The maximum number of panels is five (5) for a total maximum copy area of 84 square feet.

b. Monument Sign on Dunlawton Avenue on Lot 3(A) for Lot 3:

- i. The existing sign located on Lot 3(A) along Dunlawton Ave shall remain as currently exists, based on the provisions and requirements of Chapter 15 of the Port Orange Land Development Code.

7. The Amended and Restated MDA is hereby further amended to add a new paragraph:

Public Benefit.

- (a) In an effort to better promote an efficient traffic flow for the Property and to help alleviate existing traffic congestion, Contract Purchaser shall, prior to the issuance of the development order for the site plan of Lot 3(A), contribute SEVENTY THOUSAND and NO/100 DOLLARS (\$70,000.00) to the City for the purpose of general traffic improvements within the surrounding area of the Property to be utilized at the City’s discretion. Said monies shall be received and deposited by the City prior

to the issuance of the development order for the site plan on Lot 3(A). The contribution referenced herein shall be in addition to any transportation fair-share payment required as a result of the additional development on the Property.

- (b) Contract Purchaser shall make best efforts in working with adjoining lot owners on potential adjustments and improvements for the four-way stop within The Port Orange Gateway Center PCD.

8. This Eighth Amendment shall be effective as of the date it is executed by all parties.

9. The Amended and Restated MDA, as previously enacted, and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment shall remain in full force and effect except with the respect to those matters specifically amended by the Eighth Amendment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

Name: _____

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

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

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, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

**2017 YORKTOWN PORT ORANGE
LLC**

WITNESSES:

Printed name

By: _____
Paul S. Ferber, Title Manager
151 Sawgrass Corners Drive, Suite 202
Pointe Vedra Beach, Florida 32082

Printed name

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **PAUL S. FERBER, Title Manager of 2017 Yorktown Port Orange LLC**, a Florida limited liability company, who is personally known to me and did not take an oath.

(Seal)

Notary Public
Printed name, commission and expiration of commission term:

TARGET CORPORATION

WITNESSES:

By: _____

Name: _____

Printed name

Its: _____

1000 Nicolet Mall, TPN-12H
Minneapolis, MN 55403

Printed name

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, _____ of **Target
Corporation**, a Minnesota corporation, who is personally known to me and did not take an oath.

(Seal)

Notary Public

Printed name, commission and expiration of commission term

Exhibit "A"
Legal Description of Lot 3

Lot 3, PORT ORANGE GATEWAY CENTER REPLAT, a subdivision, according to the plat thereof recorded in Map Book 50, pages 24 through 27, Public Records of Volusia County, Florida.

Exhibit "A-1"
Legal Description of Lot 3 and Lot 3(A)

LOT 3:

BEING A PORTION OF LOT 3, PORT ORANGE GATEWAY CENTER REPLAT, AS RECORDED IN MAP BOOK 50, PAGE 24, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, PORT ORANGE GATEWAY CENTER REPLAT, AS RECORDED IN MAP BOOK 50, PAGE 24, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF INTERSTATE I-95; THENCE RUN N31°24'34"W ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 212.12 FEET; THENCE N31°24'34"W FOR A DISTANCE OF 175.83 FEET; THENCE N30°03'51"W FOR A DISTANCE OF 179.47 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, N59°57'39"E FOR A DISTANCE OF 109.27 FEET; THENCE N15°07'52"E FOR A DISTANCE OF 512.34 FEET; THENCE S74°52'45"E FOR A DISTANCE OF 389.06 FEET; THENCE S15°07'13"W FOR A DISTANCE OF 20.00 FEET; THENCE S74°52'47"E FOR A DISTANCE OF 314.68 FEET; THENCE S15°07'15"W FOR A DISTANCE OF 455.03 FEET; THENCE S74°52'47"E FOR A DISTANCE OF 192.00 FEET; THENCE S15°07'13"W FOR A DISTANCE OF 212.00 FEET; THENCE S74°52'47"E FOR A DISTANCE OF 98.00 FEET, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF DUNLAWTON AVENUE (STATE ROAD No. 421); THENCE RUN S15°07'13"W ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 171.06 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, N74°50'52"W FOR A DISTANCE OF 289.96 FEET; THENCE S15°07'20"W FOR A DISTANCE OF 89.00 FEET; THENCE N74°52'40"W FOR A DISTANCE OF 337.66 FEET; THENCE S58°35'26"W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LOT 3A:

BEING A PORTION OF LOT 3, PORT ORANGE GATEWAY CENTER REPLAT, AS RECORDED IN MAP BOOK 50, PAGE 24, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 4, PORT ORANGE GATEWAY CENTER REPLAT, AS RECORDED IN MAP BOOK 50, PAGE 24, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE WESTERLY RIGHT-OF-WAY OF DUNLAWTON AVENUE (STATE ROAD No. 421); THENCE RUN S15°07'13"W ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 450.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, N74°52'47"W FOR A DISTANCE OF 98.00 FEET; THENCE N15°07'13"E FOR A DISTANCE OF 212.00 FEET; N74°52'47"W FOR A DISTANCE OF 192.00 FEET; THENCE N15°07'13"E FOR A DISTANCE OF 238.00 FEET; THENCE S74°52'47"E FOR A DISTANCE OF 290.00 FEET TO THE POINT OF BEGINNING.

Exhibit "B"
Conceptual Development Plan

[copy attached hereto]

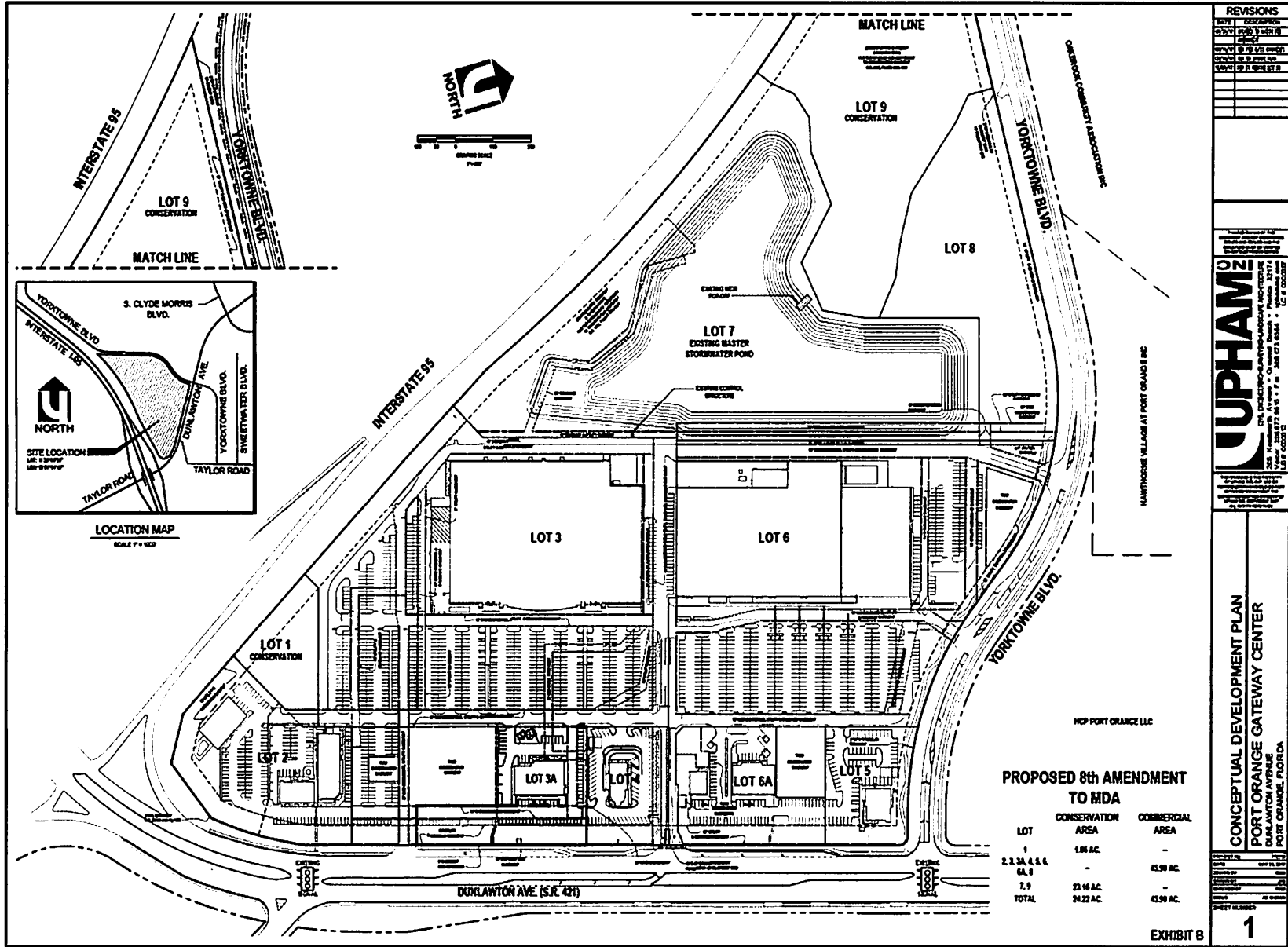
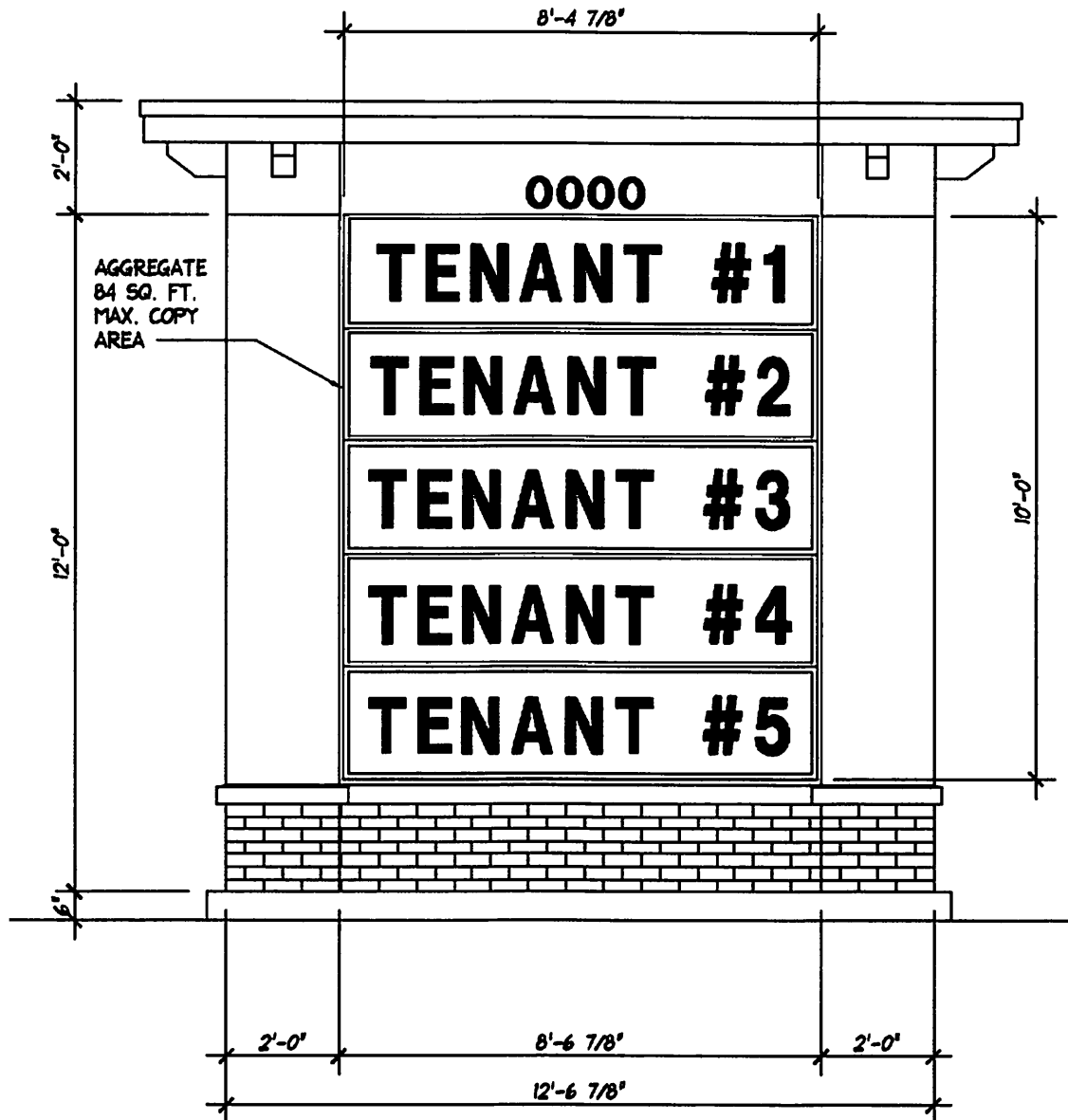


Exhibit “D”

Monument Sign, Dunlawton Avenue



**Monument Sign Dunlawton Avenue
for Tenants on Lot 3(A)**



STAFF REPORT (Revised)

Eighth Amendment to the MDA & CDP for the
Port Orange Gateway Center PCD
CASE NO. 17-40000001

Request:	To amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Port Orange Gateway Center Planned Commercial Development (PCD)
Location:	1771 Dunlawton Ave.
Owner:	Target Corporation
Applicant:	Roger W. Strcula, PE of Upham, Inc.
Staff Recommendation:	Approval , subject to approval of the policy considerations described in the staff report
Staff Contact:	Penelope Cruz, Principal Planner (386) 506-5671
Planning Commission:	Recommended Approval
City Council First Reading:	December 12, 2017
City Council Reconsideration of First Reading:	January 4, 2018 (Continued to January 16, 2018)

REVISIONS TO THE MDA & CDP AND STAFF REPORT

The original Staff report prepared in November 2017 has been revised based on changes to the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to address City Council concerns received at the December public hearing. The following modifications have been made to the proposed MDA and CDP by the applicant:

1. Added text to prohibit a drive-thru on the proposed Lot 3A.
 2. Revised the permitted use table to reduce the allowable retail square-footage for Lot 3 (Target) to 163,750 sq.ft. and set the allowable retail square-footage for Lot 3A at 10,250 sq.ft..
 3. Added text that the Developer of Lot 3A will contribute \$70,000 to the City for the purpose of general traffic improvements within the surrounding area of Lot 3A to be utilized at the City's discretion. The \$70,000 is in addition to the Transportation Fair-Share contribution required with the Site Plan.
 4. Added text that the Developer of Lot 3A will work with adjoining lot owners on potential adjustments and improvements to the four-way stop (adjacent to Chick-fil-A) within the Port Orange Gateway Center PCD.
 5. Revised Site Information Note 1 and 2 on Sheet 2 of the CDP, to revise the square-footage figures in the site information table (see #2).
-

DISCUSSION

The proposed Eighth Amendment to the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Port Orange Gateway Center Planned Commercial Development (PCD) is to provide the regulatory framework to create one new commercial lot along with development requirements for the new lot. The

development proposal is to subdivide Lot 3 (the existing Target retail store) into two lots (Lot 3 and 3A). The location of the proposed new lot (Lot 3A) and the modified Lot 3 is shown in Figure 1 below.



Lot 3 will contain the existing Target building and most of the parking lot. The proposed Lot 3A is currently part of the Target overflow parking lot located south of Chick-Fil-A. If approved, Lot 3A will be developed with a $\pm 10,250$ square-foot commercial multi-tenant building. The total parking required for the Target retail store (Lot 3) is 600 spaces and the multi-tenant building (Lot 3A) is 41 spaces. There will be 765 spaces on Lot 3 and 89 spaces on Lot 3A after Lot 3A is developed.

The lot will be accessed from the current driveways off Dunlawton Avenue and Yorktowne Boulevard. Cross-access easements already exist as an internal network for vehicles and pedestrians to move between the lots.

The permitted uses proposed in the amendment for the new lot (Lot 3A) include: restaurants, retail sales and services, personal services, professional and medical offices, business services, financial services, furniture and appliance stores, office supplies, brewery, microbrewery, and craft food and beverage producer. These uses allow a variety of tenants to occupy the new building and are compatible with the uses allowed on the other lots within the Gateway Center PCD and within the City's other commercial zoning districts.

The following is an analysis of the requested deviations from the Land Development Code (LDC) proposed in the Eighth Amendment.

Off-Site Signage: Target currently has a monument sign on Dunlawton Avenue (Figure 2). The applicant is proposing to keep the current Target monument sign on Dunlawton Avenue at the current location. If the proposed lot configuration is approved, the existing Target sign would be located on Lot 3A and considered off-site signage. According to

the LDC, off-site signage is any sign that directs attention to a business not conducted or available on the premises where their sign is located.

The existing Target sign would remain located in the same place along Dunlawton Avenue, north of the driveway at Panera Bread. According to the applicant, the off-site signage is being requested due to the lot configuration of the proposed lot layout. The off-site signage on Lot 3A would only identify the Target store located on Lot 3. If the off-site single-tenant sign is replaced it will be designed to meet the height, sign area, and design requirements in the LDC.

The applicant also states that there is limited room to install a sign on Lot 3 because it has limited frontage on Dunlawton Avenue along with the existing driveway and mature trees in the 50' landscape buffer. The applicant considered placing the Target sign on Lot 3, but ultimately preferred keeping the existing Target sign on Lot 3A. However, this



Figure 2

is considered off-site signage and cannot be permitted without PCD policy approval. If the target sign was placed on Lot 3, the applicant would not have to request for an off-site sign to identify Target. The request does not increase the total number of monument signs on Dunlawton Avenue, but rather permits flexibility for Target as to the location of their monument sign.

Wall Signage Height: Wall signage will be provided as required by the Land Development Code (LDC), except for the wall sign height requirement. The applicant has proposed a wall sign height requirement for Lot 3A to be 25% of the building height for tenants located in a multitenant building instead of the 2-foot maximum height required by the LDC. Similar requests have been approved at other shopping centers.

A maximum sign height limit of 25% of building height was approved as part of the Altamira, The Pavilion, and Dunlawton Square PCDs. The wall sign height for the multi-tenant building (Starbucks and Chipotle) on Lot 6A of the Gateway Center PCD is 25% of the building height and was approved through a PCD amendment in 2012. The typical height for wall signage within these PCDs for the non-anchor tenants has ranged between 2.5' to 3.5' for the multi-tenant units. According to the applicant, national tenants typically prefer wall signage between 2.5' to 3.5' in height, and a consistent height requirement for all the tenants would provide flexibility in locating tenants within the center.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Commercial* on the City's Future Land Use (FLU) Map. The original PCD zoning district and MDA were found to be consistent with the City's Comprehensive Plan when it was approved in 1999. The proposed amendment does not change the FLU designation for the PCD property and is consistent with the general intent of the Comprehensive Plan.

SUMMARY OF POLICY ISSUES

As part of its review of the amendment proposal, the Planning Commission and City Council will need to consider the following deviations from the LDC:

1. Allow off-site signage for Target (Lot 3) on Lot 3A; and
2. Allow the wall sign height requirement to be 25% of the building height feet for tenants located in a multi-tenant building on Lot 3A.

RECOMMENDATION

Staff recommends **approval** of the Eighth Amendment to the Port Orange Gateway Center PCD Master Development Agreement and Conceptual Development Plan, subject to review by the City Attorney as to legal form and content.

ATTACHMENT

Exhibit 1 – Eighth Amendment to the Gateway Center MDA and CDP (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/16/2018

Consent item: No

SUBJECT: (G16) First Reading - Ordinance No. 2018-1 – In Land We Trust Planned Unit Development Master Development Agreement and Conceptual Development Plan, Case No. 17-40000005

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-1, approving the In Land We Trust Planned Unit Development Master Development Agreement and Conceptual Development Plan.

SUMMARY: Planning Commission Action (12/14/2017): Recommended Approval

The proposed Master Development Agreement (MDA) and Conceptual Development Plan (CDP) is for an existing Planned Unit Development (PUD) without an active MDA or CDP. If approved, the property owners intend to develop the +/- .77-acre parcel, located on the west side of the Hidden Lake Subdivision, north of the Cornerstone Grove Subdivision, with a detached single-family dwelling.

The subject property was initially part of the Hunters Woods PUD. The City approved this PUD in 1998; however, the MDA was never recorded. The property has remained undeveloped, and until a MDA and CDP are approved, executed, and recorded, the property has no permitted uses or building and lot dimensional requirements in effect.

The property is adjacent to the Hidden Lake Subdivision; however, access to the streets in the subdivision would require the construction of a bridge, similar to the bridge over the canal between Thomas Drive (Willow Run Subdivision) and Esplande Avenue (Oakbrook Subdivision).

If approved, the proposed MDA and CDP will provide the regulatory framework for the development of the subject property with one (1) detached single-family dwelling. As part of the MDA, the property owner will be required to provide the City land for right-of-way for the extension of Yorktowne Boulevard and a 12-foot Drainage and Utility Easement, as generally depicted on the CDP. Access to the property will then be provided through a single driveway stub from Yorktowne Boulevard. A driveway apron will be constructed up to the right-of-way line as part of the Yorktowne Boulevard improvements. Prior to the issuance of a Certificate of Occupancy for the single-family dwelling, the portion of Yorktowne Boulevard, between Hidden Lake Drive and Willow Run Boulevard, is to be a completed and open public right-of-way.

The staff report is attached for more detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-1	Ord. No. 2018-1.pdf
2.	Staff Report	Staff Report - In Land We Trust PUD CC 1-16-18.pdf
3.	Staff Report - Exhibit 1	Exhibit 1 - In Land We Trust MDA.pdf
4.	Staff Report - Exhibit 2	Staff Report Exhibit 2 - doubleview-InLandWeTrust-FLU-Zoning.pdf

Melanie Schmotzer
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 12/28/2017
Approved - 12/28/2017
Approved - 01/05/2018
Approved - 01/05/2018
Final Approval - 01/05/2018

ORDINANCE NO. 2018-1

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING IN LAND WE
TRUST PLANNED UNIT DEVELOPMENT MASTER
DEVELOPMENT AGREEMENT (MDA) AND THE
CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING
FOR REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the In Land We Trust Planned Unit Development Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”) (hereinafter collectively referred to as the “Agreement”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Agreement; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed Agreement; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Agreement (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Agreement.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2018

Passed and adopted on second and final reading on the day of _____, 2018

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

IN LAND WE TRUST PLANNED UNIT DEVELOPMENT

MASTER DEVELOPMENT AGREEMENT

CITY OF PORT ORANGE, a Florida municipal corporation ("City"), and **IN LAND WE TRUST LLC & YRRAL REAL ESTATE COMPANY** ("Property Owner"), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as "In Land We Trust", involves approximately +/- .77 acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the sole ownership of In Land We Trust & YRRAL Real Estate Company signatory to this Master Development Agreement (MDA). This MDA between the City and Property Owner shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The In Land We Trust PUD provides for a single-family residential development with a maximum of one (1) single-family residential lot.

3. DEVELOPMENT AGREEMENTS AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "MDA") and the Conceptual Development Plan (the CDP"), attached as Exhibit "B", for the Property which generally depicts the planned features or improvements to the Property. Collectively, this MDA and the CDP for the property may be referred to as the "plan". Collectively, this MDA and the Conceptual Plan for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the Conceptual Plan, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Plan. Unless otherwise specifically described within the MDA, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application.

The parties acknowledge that compliance with the City's Land Development Code (the "LDC") may necessitate modification of the Conceptual Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Plan are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed "minor" and may be approved without formal amendment of this MDA. Minor modifications shall require City Administrative Official's written approval. If Developer is not satisfied with the suggested resolution of any problem or the decision by City Administrative Official categorizing the modification as minor or major, Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to City Council.

4. USAGE OF THE PROPERTY

The development of the property shall be used for residential purposes and developed with a maximum of one (1) single-family dwelling on the Property. The PUD will provide for a compatible residential development that is consistent with the surrounding land use pattern. Prior to development on the property, the Yorktowne Boulevard extension between Hidden Lake Drive and Willow Run Boulevard shall be completed and open to the public. Access to the proposed residential lot shall be provided through a single driveway stub from Yorktowne Boulevard

Prior to issuance of a building permit to construct a single-family dwelling, the property owner at that time shall provide a drainage maintenance easement extending 20' beyond the top of bank of the canal that bisects the Property. No structures, accessory structures, fencing, or landscaping shall be placed or installed within the drainage maintenance easement over the canal.

5. DIMENSIONAL REQUIREMENTS

Dimensional requirements for a dwelling and lot along with the lot configuration within the PUD are generally depicted on the CDP and listed below. The total number of single-family dwelling lots shall not exceed one (1) lot on the PUD property.

	Single-Family Dwelling
Minimum Living Area:	1,000 Sq. Ft.
Maximum Building Coverage:	35%
Minimum Open Space:	40%
Minimum Building Setbacks:	
Front:	30 Ft.
Side:	5 Ft.
Rear:	25 Ft.
Maximum Building Height:	35 Ft.

6. ROADS, SIDEWALK, AND CONNECTIVITY

Property Owner agrees to convey to the City land for right-of-way and provide a 12-foot Drainage & Utility Easement to the City concurrent with the Second Reading of this MDA. The right-of-way to be conveyed and Drainage & Utility Easement to be provided is generally depicted on Exhibit "C" attached hereto.

Access to the proposed residential lot shall be provided through a single driveway stub from Yorktowne Boulevard. A driveway apron, driveway, and sidewalk within the adjacent right-of-way will be constructed as part of the Yorktowne Boulevard improvements to the right-of-way line.

7. SANITARY WASTE, POTABLE WATER, AND RECLAIMED WATER

Development of the property shall comply with the requirements in the City's Land Development Code.

8. STORMWATER

Development of the property shall comply with the requirements in the City's Land Development Code and the rules and regulations of the St. Johns River Water Management District.

9. MAINTENANCE OF LOT

The owners of a lot in the PUD will be responsible for the upkeep and maintenance of their lot as required by the City's Land Development Code and Code of Ordinances.

10. ENVIRONMENTAL CONSIDERATIONS

The PUD shall comply with the tree preservation requirements of the City's Land Development Code. The Owner shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species. Compliance with City Environmental Protection Code may necessitate modifications to the Conceptual Plan.

11. EXPIRATION

The duration of this MDA shall not exceed ten (10) years from the date the portion of Yorktowne Boulevard between Hidden Lake Drive and Willow Run Boulevard is completed and is an open public right-of-way. Failure to comply with the schedule set out above shall cause this MDA to lapse unless the schedule is modified by mutual agreement of Developer and the City. Development shall be as defined by the LDC.

12. EFFECTIVE DATE

This MDA shall become effective upon recording in the Public Records of Volusia County, Florida.

13. AMENDMENTS

Amendments to this MDA, other than minor modifications to the Conceptual Plan, shall not be effective unless in writing and signed on behalf of the City and by all record title property owners of the land for which this amendment is to be applied.

Before amending this MDA, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the Planning Commission.

- A. Notice of intent to consider an amendment to this MDA shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.
- B. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(C), Florida Statutes, as amended from time to time.
- C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
- D. The notices required above shall specify the location of the PUD Property, the location of the portion of the PUD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - a. Changes in permitted, conditional, and/or prohibited uses proposed;
 - b. Changes in population densities proposed; and

- c. Changes in building intensities and/or heights proposed.
- E. The notices shall specify a place where a copy of the proposed amendment can be obtained.

14. CONFORMANCE WITH THE LAWS

The Owner agrees:

- A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.
- B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at a public expense, and that Owner's successor's in title will be bound by Owner's commitments made in this MDA.
- C. To be bound by all City codes and ordinances that are not in conflict with provisions of the MDA.

15. ENFORCEABILITY

If any provision of this MDA is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this MDA unless the holding so states.

16. PRIOR AGREEMENTS

This MDA represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this MDA is hereby voided and superseded by this MDA.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____ day of _____, 2018.

Signed, sealed and delivered
in the presence of:

Witness Signature

Print Name of Witness

Witness Signature

Print Name of Witness

Witness Signature

Print Name of Witness

Witness Signature

Print Name of Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Donald O. Burnette, Mayor of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Public, State of Florida at Large

Printed name, commission and expiration of commission term:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Robin Fenwick, City Clerk of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Public, State of Florida at Large

Printed name, commission and expiration of commission term:

CITY OF PORT ORANGE,
a Florida municipal corporation

By: _____
Donald O. Burnette, Mayor

Attest:

By: _____
Robin Fenwick, City Clerk

PROPERTY OWNER:

IN LAND WE TRUST, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of IN LAND WE TRUST, LLC, a Florida limited liability company. He is personally known to me OR has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

PROPERTY OWNER:

YRRAL REAL ESTATE COMPANY, a Florida Corporation

By: _____
Name: _____
Title: _____

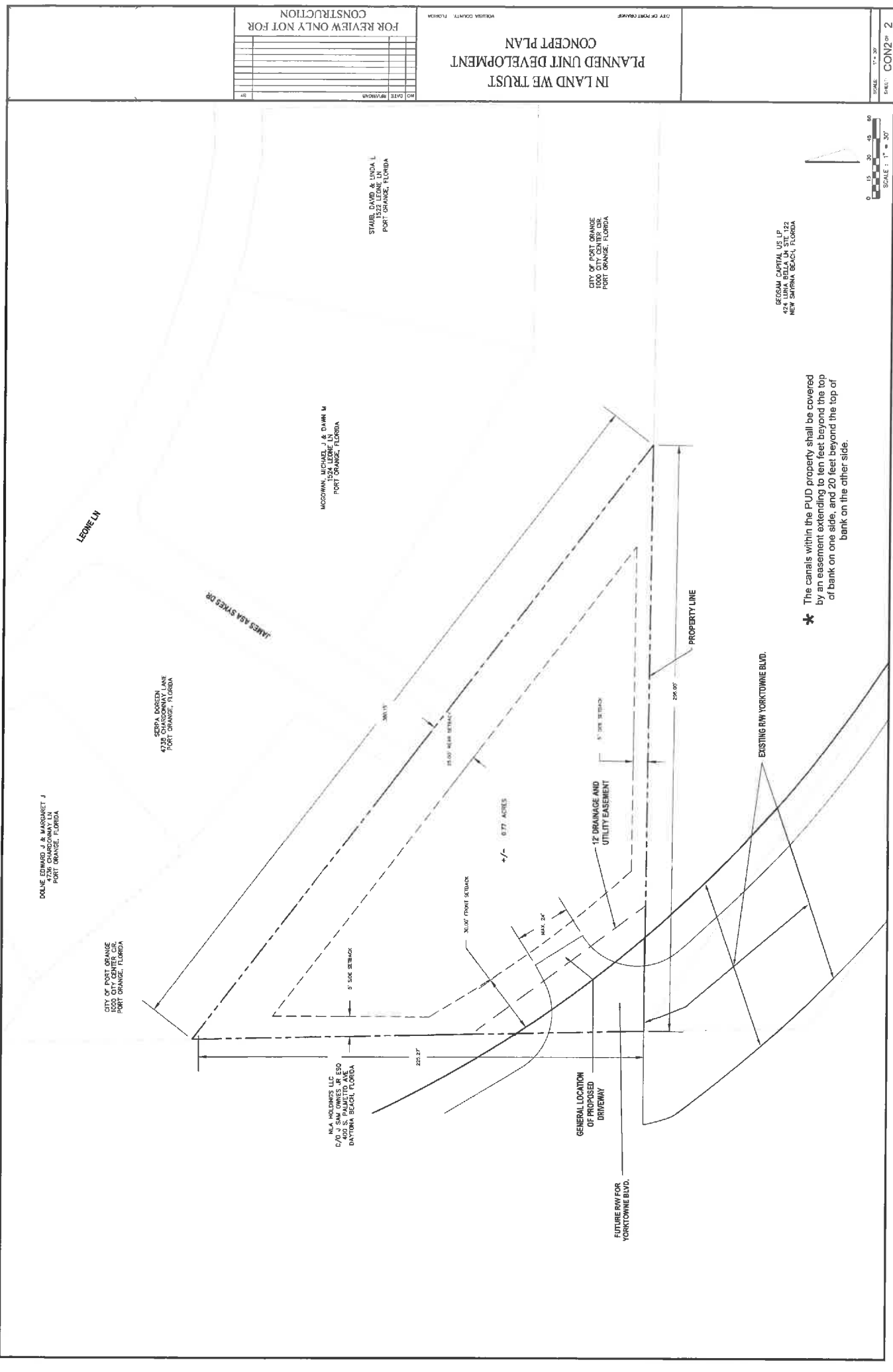
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of YRRAL REAL ESTATE COMPANY, a Florida corporation. He is personally known to me OR has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

Exhibit "A"

18-16-33 TRIANG PARCEL IN W 253.43 FT OF N 304.2 FT OF NW 1/4 EXC HIDDEN LAKES PH
IV-13 MB 41 PG 55 PER OR 4343 PG 2705 PER OR 6182 PGS 2485-2486



DOLUE, DENNIS J. & MARGARET J.
4126 CHURCHWAY LN
PORT ORANGE, FLORIDA

CITY OF PORT ORANGE
1000 CITY CENTER DR.
PORT ORANGE, FLORIDA

SEPPA, DORSEN
4126 CHURCHWAY LN
PORT ORANGE, FLORIDA

MCCOWAN, MICHAEL J. & DAWN M.
1324 LEONE LN
PORT ORANGE, FLORIDA

STAUB, DAVID & LINDA L.
1324 LEONE LN
PORT ORANGE, FLORIDA

NLA HOLDINGS LLC
C/O NLA HOLDINGS LLC
400 S. PALMETTO AVE
DAYTONA BEACH, FLORIDA

GENERAL LOCATION
OF PROPOSED
DRIVEWAY

FUTURE R/W FOR
YORKTOWNE BLVD.

EXISTING R/W YORKTOWNE BLVD.

PROPERTY LINE

CITY OF PORT ORANGE
1000 CITY CENTER DR.
PORT ORANGE, FLORIDA

BEGAN, CAPITAL US LP
424 LUNA BEACH ST. 122
424 LUNA BEACH ST. 122
PORT ORANGE, FLORIDA

* The canals within the PUD property shall be covered by an easement extending to ten feet beyond the top of bank on one side, and 20 feet beyond the top of bank on the other side.



NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

FOR REVIEW ONLY NOT FOR CONSTRUCTION

IN LAND WE TRUST PLANNED UNIT DEVELOPMENT CONCEPT PLAN

CITY OF PORT ORANGE
FLORIDA

EXHIBIT C



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

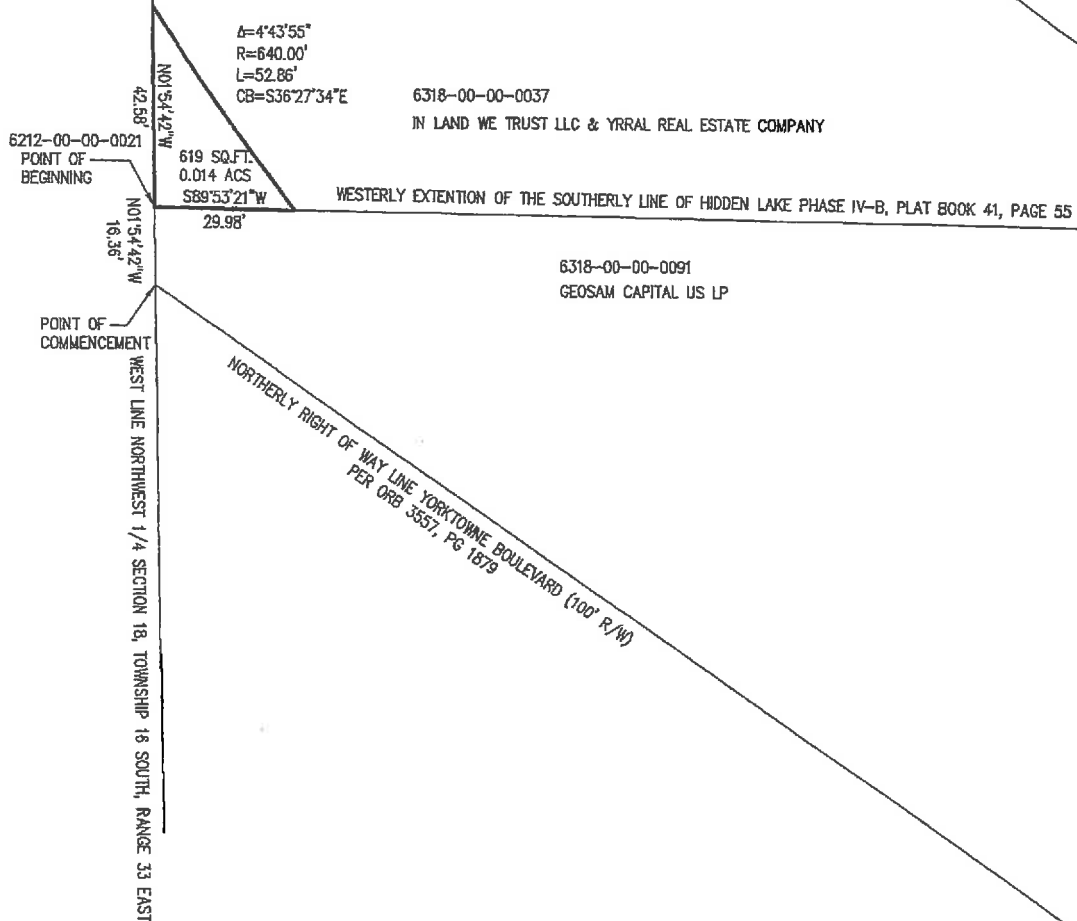
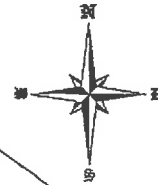
3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-5385

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SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY
FOR: THE CITY OF PORT ORANGE, FLORIDA
DESCRIPTION: A PORTION OF SECTION
18, TOWNSHIP 16 SOUTH, RANGE 33
EAST. SEE SHEET 2 FOR LEGAL
DESCRIPTION

NORTH R/W
JOB #17-1303

SCALE: 1"=30'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
CA	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED NORTH WITH THE BEARING ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST BEING N01°54'42"W.
4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

DESCRIPTION (NORTH RIGHT OF WAY PARCEL)

A PORTION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18 WITH THE NORTHERLY RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3557, PAGE 1879, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N01°54'42"W ALONG SAID WEST LINE, 16.36 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN PLAT BOOK 41, PAGE 55, SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE N01°54'42"W, 42.58 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 04°43'55" AND A CHORD BEARING S36°27'34"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 52.86 FEET TO THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE OF HIDDEN LAKE PHASE IV-B; THENCE ALONG THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE S89°53'21"W, 29.98 FEET TO THE POINT OF BEGINNING.
CONTAINING 619 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.

REFERENCE:

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	CITY OF PORT ORANGE, FLORIDA	11-7-17	17-1303
DESCRIPTION			

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: THE CITY OF PORT ORANGE, FLORIDA

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	NOVEMBER 7, 2017	17-1303 S.R.W.		JZ	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208



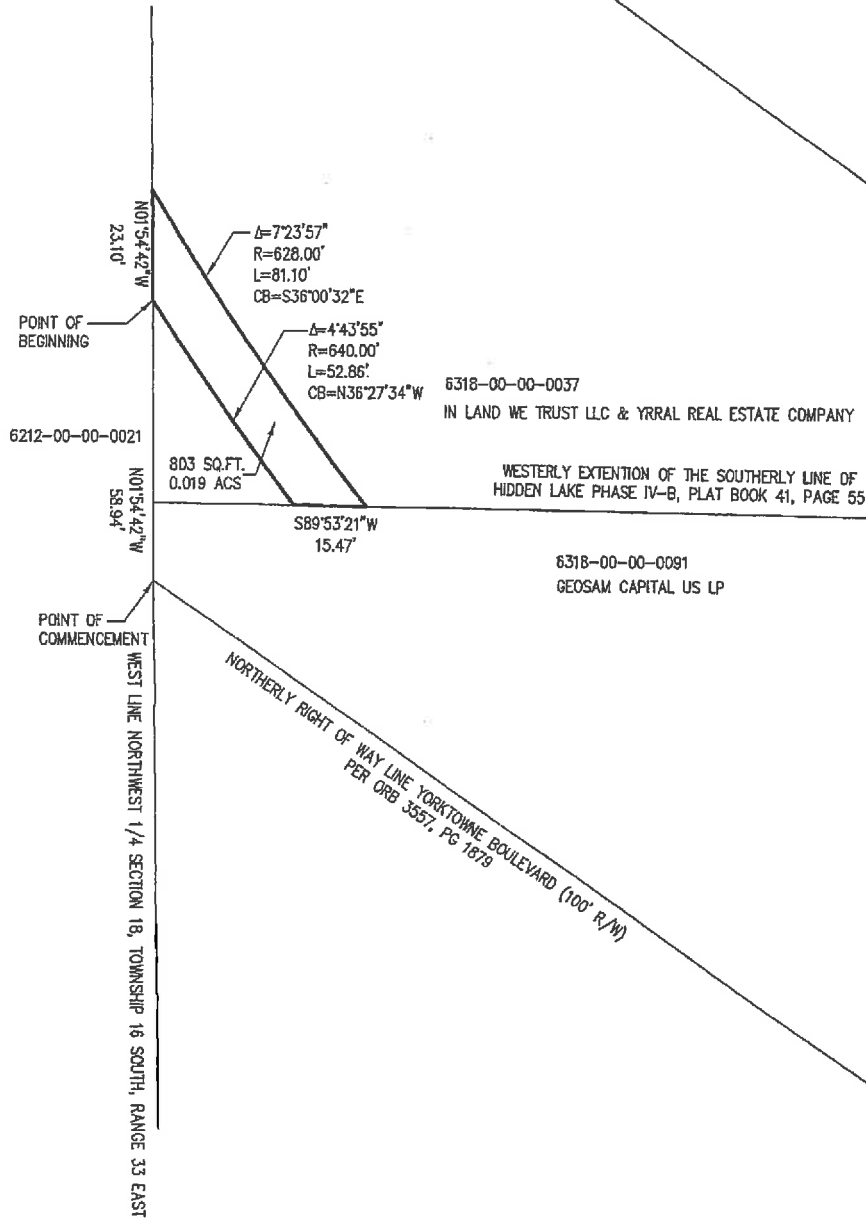
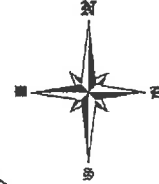
SLIGER & ASSOCIATES, INC.

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LICENSED BUSINESS CERTIFICATION NO. 3019

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SHEET 1 OF 2

LEGEND

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REFERENCE:

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
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SHEET 2 OF 2

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	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
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TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 46-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4946
STEVEN T. KRUGER, P.L.S. NO. 4722
C.D. VAN KLEEK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208



STAFF REPORT

Master Development Agreement and Conceptual Development Plan for the In Land We Trust PUD
CASE NO. 17-40000005

REQUEST: To approve the In Land We Trust Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for an existing PUD without an active MDA and CDP

OWNERS: In Land We Trust LLC & Yrral Real Estate Company

LOCATION: West of Hidden Lake Subdivision, north of Cornerstone Grove Subdivision

PLANNING COMMISSION DATE: December 14, 2017, Recommended Approval

CITY COUNCIL DATE: January 16, 2018

STAFF RECOMMENDATION: Approval

STAFF CONTACT: Tim Burman, Community Development Director (386) 506-5675

INTRODUCTION:

The proposed Master Development Agreement (MDA) and Conceptual Development Plan (CDP) is for an existing Planned Unit Development (PUD) without an active MDA or CDP (Exhibit 1). If approved, the property owners intend to develop the +/- .77-acre parcel located on the west side of the Hidden Lake Subdivision, north of the Cornerstone Grove Subdivision (Figure 1 - Location Map) with a detached single-family dwelling.

Figure 1. Location Map



The subject property was initially part of the Hunters Woods PUD. The City approved this PUD in 1998; however, the MDA was never recorded. The property has remained undeveloped and until a MDA and CDP are approved, executed, and recorded, the property has no permitted uses or building and lot dimensional requirements in effect.

Currently, the property's Future Land Use designation is *Suburban Residential* (2-4 units/acre) and its zoning of PUD foreshadows the intent that the property be developed for residential purposes. The Future Land Use and Zoning maps for the subject property and the adjacent properties are attached (Exhibit 2).

According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for the subject property establishing permitted uses and certain development requirements. A MDA and CDP does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. Some flexibility from the standard code requirements is offered with the goal of creating a better-quality project. Specific development requirements listed the MDA and LDC will be finalized with the building permit.

The subject property is currently undeveloped. The property is adjacent to the Hidden Lake Subdivision; however, access to the streets in the subdivision would require the construction of a bridge, similar to the bridge over the canal between Thomas Drive (Willow Run Subdivision) and Esplande Avenue (Oakbrook Subdivision).

As part of the MDA, the property owner will be required to provide the City land for right-of-way for the extension of Yorktowne Boulevard and a 12-foot drainage and utility easement, as generally depicted on the CDP. Access to the property will then be provided through a single driveway stub from Yorktowne Boulevard. A driveway apron will be constructed up to the right-of-way line as part of the Yorktowne Boulevard improvements. Prior to the issuance of a Certificate of Occupancy for the single-family dwelling, the portion of Yorktowne Boulevard between Hidden Lake Drive and Willow Run Boulevard is to be a completed and open public right-of-way.

If approved, the proposed In Land We Trust MDA and CDP will provide the regulatory framework for the development of the subject property with a single-family dwelling. The general layout and lot improvements associated with single-family dwelling will comply with the all requirements of the Land Development Code (LDC) and the MDA.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The +/- 0.77-acre subject property is designated *Suburban Residential* (2-4 units/acre) on the City's Future Land Use Map (Exhibit 2). Specifically, the Comprehensive Plan states that the *Suburban Residential* category is generally characterized by detached or attached single-family homes on lots one quarter-acre in size or more. The overall density of the project is consistent with the Future Land Use designation of the property and with the intent of the underlying Future Land Use designation.

STAFF DEVELOPMENT REVIEW COMMITTEE REVIEW:

The Staff Development Review Committee (SDRC) has reviewed the proposed MDA and CDP and there are a few formatting comments that need to be addressed prior to this item being placed on a City Council Agenda.

RECOMMENDATION:

Staff recommends **approval** of the In Land We Trust PUD Master Development Agreement and Conceptual Development Plan, subject review by the City Attorney as to legal form and content.

ATTACHMENTS:

1. Exhibit 1 - In Land We Trust PUD Master Development Agreement and Conceptual Development Plan
2. Exhibit 2 - Current Zoning and Future Land Use Maps of the subject property and adjacent properties

**IN LAND WE TRUST PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT**

CITY OF PORT ORANGE, a Florida municipal corporation ("City"), and **IN LAND WE TRUST LLC & YRRAL REAL ESTATE COMPANY** ("Property Owner"), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as "In Land We Trust", involves approximately # acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the sole ownership of In Land We Trust & YRRAL Real Estate Company signatory to this Master Development Agreement (MDA). This MDA between the City and Property Owner shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The In Land We Trust PUD provides for a single-family residential development with a maximum of one (1) single-family residential lot.

3. DEVELOPMENT AGREEMENTS AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "MDA") and the Conceptual Development Plan (the CDP"), attached as Exhibit "B", for the Property which generally depicts the planned features or improvements to the Property. Collectively, this MDA and the CDP for the property may be referred to as the "plan". Collectively, this MDA and the Conceptual Plan for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the Conceptual Plan, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Plan. Unless otherwise specifically described within the MDA, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application.

The parties acknowledge that compliance with the City's Land Development Code (the "LDC") may necessitate modification of the Conceptual Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Plan are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed "minor" and may be approved without formal amendment of this MDA. Minor modifications shall require City Administrative Official's written approval. If Developer is not satisfied with the suggested resolution of any problem or the decision by City Administrative Official categorizing the modification as minor or major, Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to City Council.

4. USAGE OF THE PROPERTY

The development of the property shall be used for residential purposes and developed with a maximum of one (1) single-family dwelling on the Property. The PUD will provide for a compatible residential development that is consistent with the surrounding land use pattern. Prior to development on the property, the Yorktowne Boulevard extension between Hidden Lake Drive and Willow Run Boulevard shall be completed and open to the public. Access to the proposed residential lot shall be provided through a single driveway stub from Yorktowne Boulevard

Prior to issuance of a building permit to construct a single-family dwelling, the property owner at that time shall provide a drainage maintenance easement extending 20' beyond the top of bank of the canal that bisects the Property. No structures, accessory structures, fencing, or landscaping shall be placed or installed within the drainage maintenance easement over the canal.

5. DIMENSIONAL REQUIREMENTS

Dimensional requirements for a dwelling and lot along with the lot configuration within the PUD are generally depicted on the CDP and listed below. The total number of single-family dwelling lots shall not exceed one (1) lot on the PUD property.

	Single-Family Dwelling
Minimum Living Area:	1,000 Sq. Ft.
Maximum Building Coverage:	35%
Minimum Open Space:	40%
Minimum Building Setbacks:	
Front:	30 Ft.
Side:	5 Ft.
Rear:	25 Ft.
Maximum Building Height:	35 Ft.

6. ROADS, SIDEWALK, AND CONNECTIVITY

Property Owner agrees to convey to the City land for right-of-way and provide a 12-foot Drainage & Utility Easement to the City concurrent with the Second Reading of this MDA. The right-of-way to be conveyed and Drainage & Utility Easement to be provided is generally depicted on Exhibit "C" attached hereto.

Access to the proposed residential lot shall be provided through a single driveway stub from Yorktowne Boulevard. A driveway apron, driveway, and sidewalk within the adjacent right-of-way will be constructed as part of the Yorktowne Boulevard improvements to the right-of-way line.

7. SANITARY WASTE, POTABLE WATER, AND RECLAIMED WATER

Development of the property shall comply with the requirements in the City's Land Development Code.

8. STORMWATER

Development of the property shall comply with the requirements in the City's Land Development Code and the rules and regulations of the St. Johns River Water Management District.

9. MAINTENANCE OF LOT

The owners of a lot in the PUD will be responsible for the upkeep and maintenance of their lot as required by the City's Land Development Code and Code of Ordinances.

10. ENVIRONMENTAL CONSIDERATIONS

The PUD shall comply with the tree preservation requirements of the City's Land Development Code. The Owner shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species. Compliance with City Environmental Protection Code may necessitate modifications to the Conceptual Plan.

11. EXPIRATION

The duration of this MDA shall not exceed ten (10) years from the date the portion of Yorktowne Boulevard between Hidden Lake Drive and Willow Run Boulevard is completed and is an open public right-of-way. Failure to comply with the schedule set out above shall cause this MDA to lapse unless the schedule is modified by mutual agreement of Developer and the City. Development shall be as defined by the LDC.

12. EFFECTIVE DATE

This MDA shall become effective upon recording in the Public Records of Volusia County, Florida.

13. AMENDMENTS

Amendments to this MDA, other than minor modifications to the Conceptual Plan, shall not be effective unless in writing and signed on behalf of the City and by all record title property owners of the land for which this amendment is to be applied.

Before amending this MDA, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the Planning Commission.

- A. Notice of intent to consider an amendment to this MDA shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.
- B. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(C), Florida Statutes, as amended from time to time.
- C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
- D. The notices required above shall specify the location of the PUD Property, the location of the portion of the PUD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - a. Changes in permitted, conditional, and/or prohibited uses proposed;
 - b. Changes in population densities proposed; and

- c. Changes in building intensities and/or heights proposed.
- E. The notices shall specify a place where a copy of the proposed amendment can be obtained.

14. CONFORMANCE WITH THE LAWS

The Owner agrees:

- A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.
- B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at a public expense, and that Owner's successor's in title will be bound by Owner's commitments made in this MDA.
- C. To be bound by all City codes and ordinances that are not in conflict with provisions of the MDA.

15. ENFORCEABILITY

If any provision of this MDA is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this MDA unless the holding so states.

16. PRIOR AGREEMENTS

This MDA represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this MDA is hereby voided and superseded by this MDA.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Exhibit "A"

18-16-33 TRIANG PARCEL IN W 253.43 FT OF N 304.2 FT OF NW 1/4 EXC HIDDEN LAKES PH
IV-13 MB 41 PG 55 PER OR 4343 PG 2705 PER OR 6182 PGS 2485-2486

DECEMBER 5, 2017
CASE NO. 17-40000005

02/19/14



34= MYAKKA FINE SAND
60= SMYRNA FINE SAND
8= BASINGER FINE SAND: DEPRESSIONAL
60= SMYRNA FINE SAND
49= POMONO FINE SAND

Minimum Living Area:	1,000 Sq. Ft.
Maximum Building Coverage:	35%
Minimum Open Space:	40%
Minimum Building Setbacks:	
Front:	30 Ft.
Side:	5 Ft.
Rear:	25 Ft.
Maximum Building Height:	35 Ft.

SHEET INDEX:
CON1 COVER SHEET
CON2 CONCEPT PLAN

VOLUSIA COUNTY, FLORIDA

FOR REVIEW ONLY NOT FOR
CONSTRUCTION

[illegible]

GEOSAM CAPITAL US LP
424 LUNA BELLA LN STE 122
NEW SMYRNA BEACH, FLORIDA

LEONE LN

JAMES ASA SYKES DR

NLA HOLDINGS LLC
C/O J SAM OWNES JR ESQ
400 S. PALMETTO AVE
DAYTONA BEACH, FLORIDA

CITY OF PORT ORANGE
1000 CITY CENTER CIR.
PORT ORANGE, FLORIDA

**FUTURE R/W FOR
YORKTOWNE BLVD.**

**GENERAL LOCATION
OF PROPOSED
DRIVEWAY**

225.27'

5' SIDE SETBACK

— 30.00' FRONT SETBACK

+/- 0.77 ACRES

MAX. 24'

12' DRAINAGE AND
UTILITY EASEMENT

5' SIDE SETBACK

EXISTING R/W YORKTOWNE BLVD.

380.15'

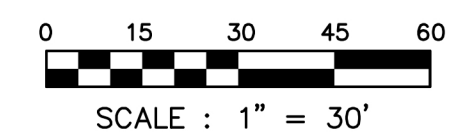
25.00' REAR SETBACK

380.15'

296.90'

PROPERTY LINE

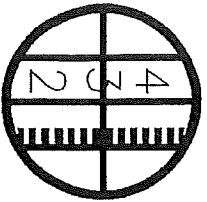
* The canals within the PUD property shall be covered by an easement extending to ten feet beyond the top of bank on one side, and 20 feet beyond the top of bank on the other side.

[illegible]

FOR REVIEW ONLY NOT FOR
CONSTRUCTION

IN LAND WE TRUST PLANNED UNIT DEVELOPMENT CONCEPT PLAN

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA



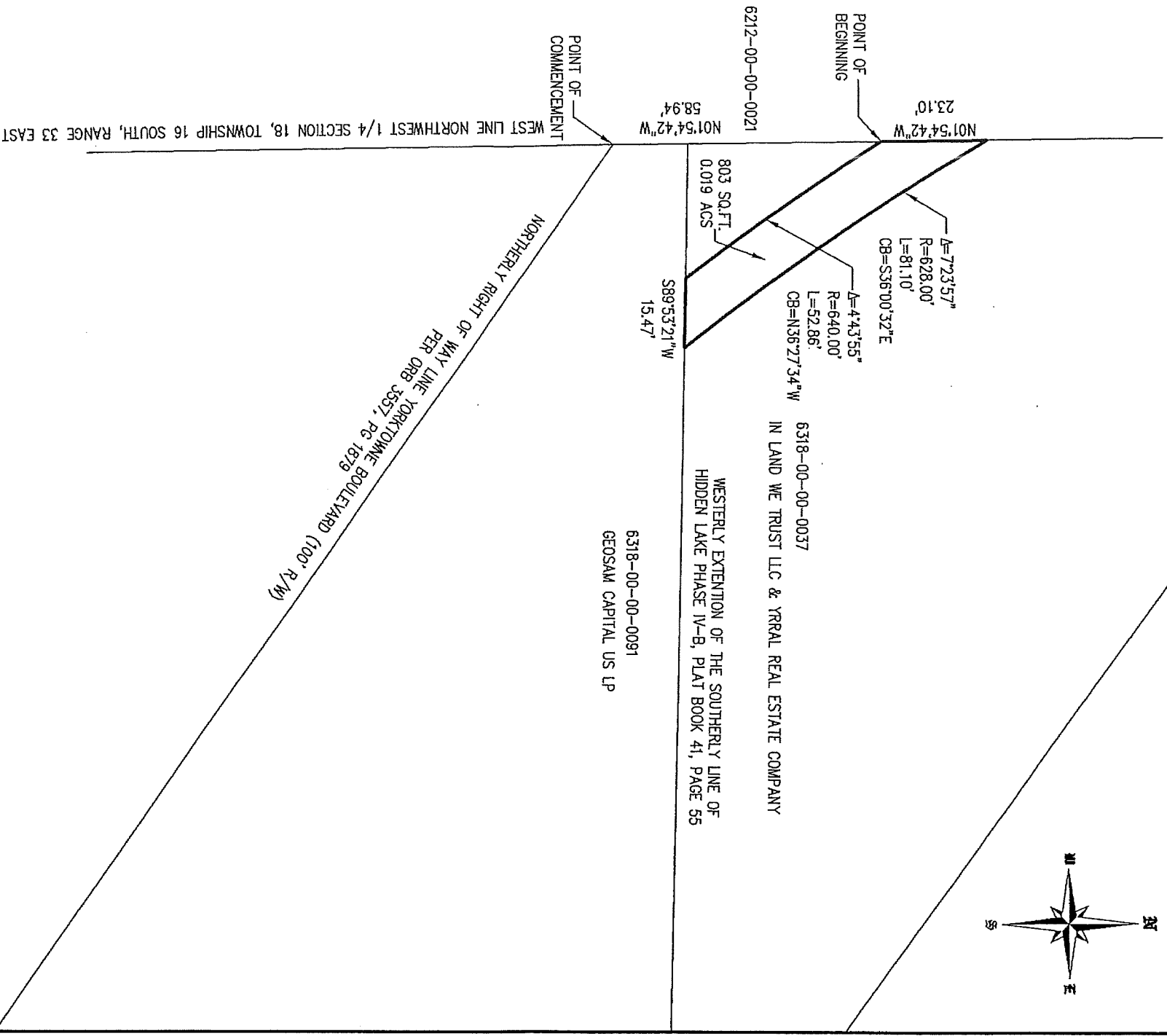
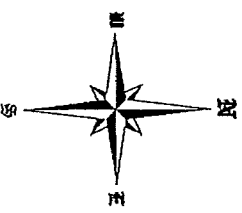
SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: THE CITY OF PORT ORANGE, FLORIDA
DESCRIPTION: A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST. SEE SHEET 2 FOR LEGAL DESCRIPTION

NORTH EASEMENT
JOB #17-1303

SCALE: 1"=30'

FIELD BOOK:

PAGE:

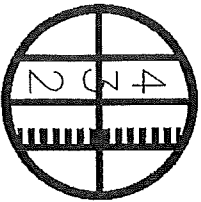
ABBREVIATIONS

(P)	PLATED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
E	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED NORTH WITH THE BEARING ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST BEING N01°54'42"W.
4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

DESCRIPTION (NORTH EASEMENT)

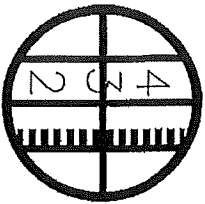
A PORTION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18 WITH THE NORTHERLY RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3557, PAGE 1879, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N01°54'42"W ALONG SAID WEST LINE, 58.94 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE N01°54'42"W, 23.10 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 628.00 FEET, A CENTRAL ANGLE OF 07°23'57" AND A CHORD BEARING S36°00'32"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 81.10 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN PLAT BOOK 41, PAGE 55, SAID PUBLIC RECORDS; THENCE ALONG THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE S89°53'21"W, 15.47 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 04°43'55" AND A CHORD BEARING N36°27'34"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 52.86 FEET TO THE POINT OF BEGINNING. CONTAINING 803 SQUARE FEET OR 0.019 ACRES, MORE OR LESS.

REFERENCE:

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO				SURVEY DATE	JOB NUMBER
SKETCH OF	CITY OF PORT ORANGE, FLORIDA				11-7-17	17-1303
DESCRIPTION						
SHEET 2 OF 2						
VALID WITH SIGNATURE & EMBOSSED SEAL ONLY						
FOR: THE CITY OF PORT ORANGE, FLORIDA						
SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY	I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 86-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.
BOUNDARY SURVEY	NOVEMBER 7, 2017	17-1303 S.R.W.		JZ	JZ	
TOPOGRAPHIC SURVEY						
FOUNDATION LOCATED						
FINAL IMPROVEMENTS						
RECERTIFICATION						
PROPOSED HOUSE LOCATION						
J.E. ZAPERT, P.E. NO. 4446 STEVEN T. KROUSE, P.E. NO. 4722 C.O. VAN KLEECK, JR., P.S.M. NO. 6149 MICHAEL S. MURPHY, P.S.M. NO. 6208						



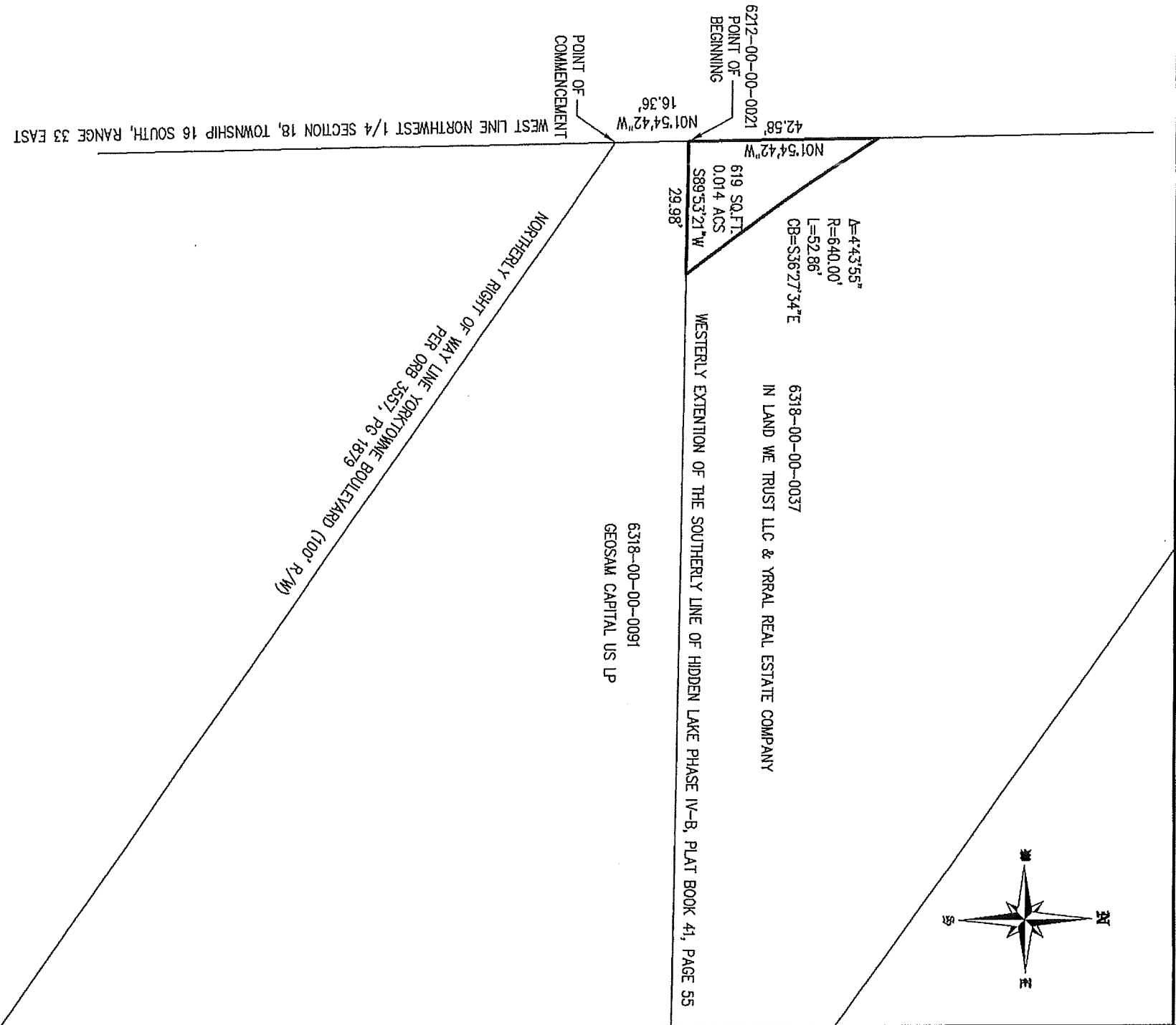
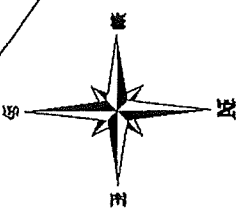
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SKETCH OF DESCRIPTION NOT A BOUNDARY SURVEY

FOR: THE CITY OF PORT ORANGE, FLORIDA
DESCRIPTION: A PORTION OF SECTION
18, TOWNSHIP 16 SOUTH, RANGE 33
EAST. SEE SHEET 2 FOR LEGAL
DESCRIPTION

NORTH R/W
JOB #17-1303

SCALE: 1"=30'

FIELD BOOK:

PAGE:

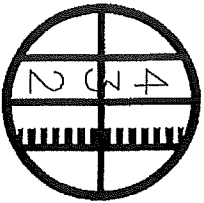
ABBREVIATIONS

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SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
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DESCRIPTION (NORTH RIGHT OF WAY PARCEL)

A PORTION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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REFERENCE:

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	CITY OF PORT ORANGE, FLORIDA	11-7-17	17-1303
DESCRIPTION			

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: THE CITY OF PORT ORANGE, FLORIDA

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	NOVEMBER 7, 2017	17-1303 S.R.W		JZ	JZ
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

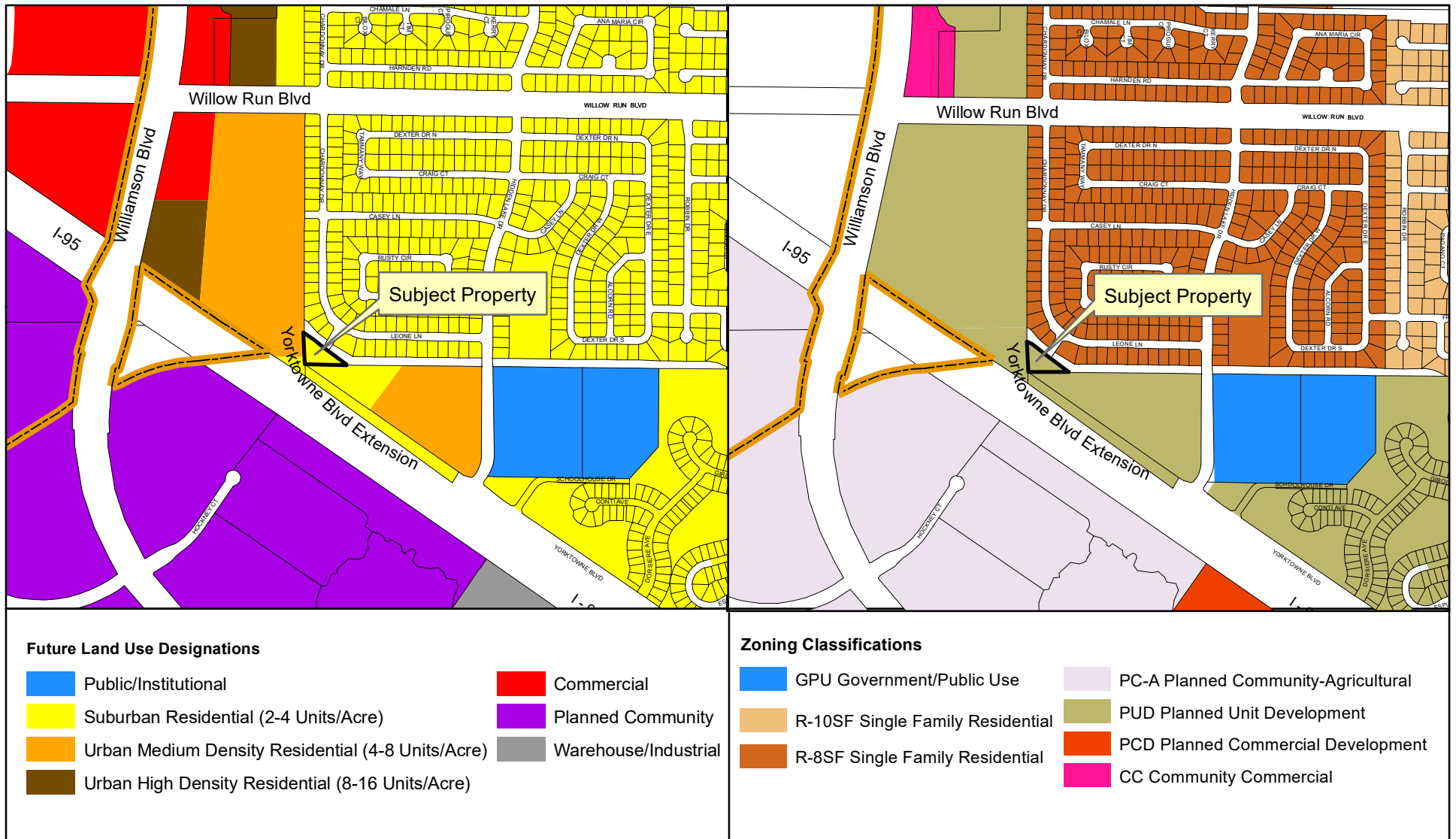


EXHIBIT 2

CASE NO. 17-40000005

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/16/2018

Consent item: Yes

SUBJECT: (G17) First Reading - Ordinance No. 2018-2 - Six Month Extension to the Moratorium on the issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the rights-of-way of the City of Port Orange

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-2.

SUMMARY: On August 1, 2017, the City Council adopted Ordinance No. 2017-22 establishing a moratorium on the issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services within the City's rights-of-way. This moratorium was necessitated by the State Legislature's adoption of the Advanced Wireless Infrastructure Deployment Act which allows certain wireless facilities to be located within the rights-of-way.

The moratorium is set to expire on February 1, 2018. City staff needs additional time to review the draft ordinance prepared by outside counsel, and to allow for a review and comment session with leaders in the telecom industry. The proposed ordinance will extend the moratorium for an additional six (6) months; however, the moratorium will be lifted as soon as the new regulations are adopted.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2018-2	Ord. No. 2018-2.pdf
----	----------------------	---------------------

Melanie Schmotzer
Tim Burman
Matthew Jones
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 12/28/2017
Approved - 12/28/2017
Approved - 01/03/2018
Approved - 01/03/2018
Approved - 01/04/2018
Final Approval - 01/04/2018

ORDINANCE NO. 2018-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; EXTENDING THE EXISTING MORATORIUM ON THE ISSUANCE OF PERMITS FOR CONSTRUCTION OF WIRELESS FACILITIES, COMMUNICATION TOWERS, WIRELESS SUPPORT STRUCTURES, AND OTHER COMMUNICATIONS FACILITIES USED IN SUPPORT OF WIRELESS SERVICES WITHIN THE RIGHTS-OF-WAY OF THE CITY OF PORT ORANGE; PROVIDING FOR THE DURATION OF THE EXTENSION; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 1, 2017, the City Council adopted Ordinance No. 2017-22 establishing a moratorium to allow the Community Development Department and Public Utilities Department to review the City's regulations related to wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services located within City rights-of-way is needed to ensure effectiveness; and

WHEREAS, said review was necessitated in part due to the newly established Advanced Wireless Infrastructure Deployment Act (the "Act") recently passed by the State Legislature and signed into law by the Governor; and

WHEREAS, the City Council has determined that additional time is necessary to complete the review of existing regulations and adopt new regulations consistent with the Act; and

WHEREAS, the City Council hereby determines that the regulations under review are of such gravity that issuing any permit for construction of wireless facilities, communication towers, and/or wireless support structures in the City of Port Orange would in all probability undermine the recommendations of the Community Development Department and Public Utilities Department for revisions to the regulations set forth in the Code of Ordinances; and

WHEREAS, to protect, preserve, and effectuate the public safety and welfare, the City Council finds that an extension of the existing moratorium on the receipt of applications for and the issuance of any permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the City of Port Orange is necessary for a limited duration and until regulations are codified in the Code of Ordinances to address the concerns referenced above; and

WHEREAS, specific authority for this ordinance includes but is not limited to Article VIII, Section 2, Florida Constitution of 1968; Chapters 163 and 166, Florida Statutes; and Sections 163.3161, 163.3194, 163.3201, and 337.401, Florida Statutes; and

WHEREAS, City Council has determined that an extension of the moratorium for an additional six (6) months in duration is the minimum reasonable period of time needed to complete the review of this issue and determine what amendments or modifications are needed; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Purpose and Intent.

The foregoing "WHEREAS" clauses are hereby ratified and affirmed as being true and correct and are incorporated herein by reference.

Section 2. Definitions.

For the purposes of this Ordinance, the words and terms herein shall have the same meanings as respectively ascribed to them in Chapter 2 of the Land Development Code of the City of Port Orange, and the Advanced Wireless Infrastructure Deployment Act, unless the context requires otherwise.

Section 3. Extension of Moratorium.

a. The Code of Ordinances is hereby amended by extending the existing moratorium on the issuance of any permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in rights-of way located within the City of Port Orange. For purposes herein, the term, "development order," shall have the same meaning as that set forth in Section 163.3164, Florida Statutes.

b. Applications for issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in rights-of-way located within the City of Port Orange shall be considered pursuant to the following requirements:

- (1) Applications received on or after the effective date of the Advanced Wireless Infrastructure Deployment Act (July 1, 2017) may be received and reviewed. However, no permits shall be issued in violation of the moratorium on the issuance of permits for construction of wireless facilities,

communication towers, wireless support structures, and other communications facilities used in support of wireless services in the City's rights-of way. Staff is hereby authorized to deny or reject any such applications for permits if a response is required by governing law. If amendments to the Code of Ordinances are adopted by the City Council on or before the expiration of the moratorium that revise the substantive or procedural legal requirements regarding the construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the City's rights-of-way, any application not approved for issuance of a permit on or after the date of this ordinance, but before the expiration of the moratorium, shall be required to comply with the new substantive or procedural legal requirements.

c. The extension of the existing moratorium imposed by Ordinance No. 2017-22 shall expire within 6 months of the adoption of this Ordinance by the City Council, or the adoption of an ordinance amending the Code of Ordinances regarding the regulation of the construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the City's rights-of-way, whichever event shall first occur. The moratorium shall be deemed to be in effect over all of the geographic area of the City now existing or which may be hereafter annexed during the pendency of the moratorium which comprises the City's rights-of-way. This ordinance shall be deemed to be pending on applications for construction of wireless facilities, communication towers, wireless support structures, and

other communications facilities used in support of wireless services in the City's rights-of-way, within the meaning of the term "pending ordinance" as that term is used in Smith v. City of Clearwater, 403 So.2d 407 (Fla. 1981).

d. During the pendency of this moratorium the City Manager and the Community Development Director shall proceed in good faith to undertake a planning study to determine appropriate amendments to development related ordinances, if any.

e. The Community Development Director shall make interpretations of this ordinance.

f. To fulfill the City's obligations to continue uninterrupted provision of public works, fire safety, law enforcement, emergency management, emergency medical services, and municipal water, wastewater, gas, and electric utility operation, it is clarified that this moratorium will not apply to the construction, installation, maintenance and replacement of facilities within the public rights-of-way that are strictly for governmental purposes.

Section 4. Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. Codification.

It is the intention of the City Council for the City of Port Orange, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word “ordinance” may be changed to “section”, “article” or other appropriate designation.

Section 7. Effective Date.

This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/16/2018

Consent item: No

SUBJECT: (H18) American Cancer Society - Relay for Life fee waiver request

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve waiving the rental fees for Riverwalk Park for the annual Relay for life and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The American Cancer Society is requesting a fee waiver for the rental fees at Riverwalk Park for their annual Relay for Life event. The applicant will be responsible to pay the staff cost of \$250 and provide the city with liability insurance in the amount of one million dollars listing the city as an additional insured. The event is scheduled for May 19, 2018. Attached for your review is their request letter, application and invoice from the City for the event. The event planner is here to answer any questions you may have.

Fees for events have been established through resolution 17-25 and approved by council within the past year therefore staff recommends that all fees be paid and deny approval of this request.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Relay for Life Rental Invoice	Riverwalk Invoice Relay for Life May 19.pdf
2.	Relay for Life Letter	Relay for Life Letter May 19.pdf
3.	Application	Relay for Life Application.pdf

Peter Ferreira
Susan Lovallo
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 01/02/2018
Approved - 01/04/2018
Approved - 01/05/2018
Approved - 01/05/2018
Final Approval - 01/05/2018



CITY OF PORT ORANGE

4655 City Center Circle, Port Orange, FL 32129

Riverwalk Park

Renter: American Cancer Society

Event: Relay for Life of Port Orange

Rental Date: 5/19/2018

Phone: 386-763-2665

Date: 10/25/2017

MAKE ALL CHECKS PAYABLE TO THE CITY OF PORT ORANGE

MAIL ALL CHECKS TO PARKS AND RECREATION ATTN: TERESA LEONARD

4655 CITY CENTER CIRCLE PORT ORANGE, FLORIDA 32129

ITEM	TIMES	QTY	UNIT	RATES	TOTAL	TAX
Location: Riverwalk Park						
Park Rental	7:00AM - 12:00AM	17	Hours	\$ 40.00	\$ 680.00	\$ -
Special Event Staff	7:00AM - 12:00AM	17	Hours	\$ 15.00	\$ 255.00	\$ -
Pavilions Rental	12:00PM - 8:00PM	2	Blocks	\$ 75.00	\$ 150.00	\$ -

Total Fees	\$ 1,085.00
Total Tax	\$ -
Invoice Total	\$ 1,085.00
Amount Paid	\$ -
BALANCE DUE	\$ 1,085.00

Tax Exempt Form Received

December 18, 2017

Port Orange City Council
4655 City Center Circle
Port Orange, FL 32129

RE: Relay for Life of Port Orange

Members of the City Council;

I am requesting City Council waive a portion of the rental fees for our 2018 Relay for Life event. Relay for Life is a community based fundraising event of the American Cancer Society. During Relay, our community comes together to honor cancer survivors, remember loved ones lost and fight back against a disease that has already taken too much. The funds raised by our community truly make a difference in the fight against cancer.

Our event is being held on May 19, 2018 from noon to midnight. We have made the decision to hold the event at the newly opened Riverwalk Park. The invoice documenting our fees is attached. We are asking for a waiver of special event fees for the park rental and pavilions rental. We understand the staff is an expense the City has to pay so we are NOT asking for those costs to be waived.

If the \$830 cannot be waived in totality, we would request a partial waiver. The waiver of fees allows us to put more of the money raised directly into the programs which help members of our community directly.

I appreciate your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Cheryl Shaw". The signature is fluid and cursive, with a long horizontal flourish extending from the end of the name.

Cheryl Shaw
Relay for Life Event Lead

CITY OF PORT ORANGE
SPECIAL EVENT APPLICATION

Revised July 2017



THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 30 DAYS PRIOR TO THE EVENT
Port Orange Parks and Recreation, 4655 City Center Circle, Port Orange, FL 32129 Fax: 386-756-5351

Please submit a check for \$100.00 rendered to the City of Port Orange upon application

SECTION 1: LESSEE INFORMATION

Individual

(This section is for use by individuals only)

Name: _____ Email: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Daytime Phone: _____ Cell: _____ Fax No: _____
Event Point of Contact: _____ POC Phone: _____

Company/Organization

AMERICAN CANCER SOCIETY
Company/Organization Name: RELAY FOR LIFE OF PORT ORANGE Email: STEPHEN.MORGAN@CANCER.ORG
Address: 1737 N PLYME MORRIS BLVD # 140 City: DAYTONA BEACH State: FL Zip Code: 32117
Organization Website: WWW.RELAYFORLIFE-ORG | PORTORANGE FL
Authorized Representative Point of Contact Name & Title: CHERYL SHAW EVENT LEAD
POC Daytime Phone: 386 7163 2165 Cell: 386 2352676 Fax No: 386 7163 2164

Tax Exempt: No ☒ Yes (Florida Exemption Certificate Required)

SECTION 2: EVENT INFORMATION

Date of Event: 5/19/18 Name of Event: RELAY FOR LIFE OF PORT ORANGE
Times: Set-Up/Assembly: 10A-NOON Event Hours: NOON-MID Clean-Up: MID-2AM Estimated Attendance: 250
Describe Event: 12 HOUR WALK, TEAMS SET UP TO DO ONSITE FUNDRAISERS, DJ, GAMES, ACTIVITIES, SURVIVOR LUNCH/DINNER, LUMINARIA CEREMONY

Please check the facility/facilities you will be utilizing:

☐ Veteran's Park ☐ City Hall Plaza ☐ Other (please specify) _____
☐ Amphitheater ☒ Riverwalk Park
☐ City Center Circle ☐ Riverwalk Pavilions

SECTION 3: EVENT DETAILS

Please answer the following questions regarding your event:

Is the event Open to the Public? ☒ Yes ☐ No
Will your event be promoted/advertised? ☒ Yes ☐ No If yes, please describe all methods SOCIAL MEDIA, RADIO, NEWSPAPER
Will admission be charged for event ☐ Yes ☒ No If yes, detail cost per person and revenue sources _____
(tickets, donations, solicitations)?
Does your event have vendors selling or ☐ Yes ☒ No If yes, who and what will be sold? NOT VENDORS, BUT TEAMS
distributing food, beverages, services? ☐ Yes ☒ No SELL ITEMS FOR DONATIONS TO RELAY
Will you be catering the event? ☐ Yes ☒ No If yes, who will be catering? _____
Is alcohol being requested at the event? ☐ Yes ☒ No If yes, an additional alcohol application is required to be filled out
and approved by the Special Event Alcohol Committee

SECTION 3: EVENT DETAILS (CONTINUED)

The following activities/uses may require a permit, fee and/or additional documentation. Please check all that apply to your event.

☐ Amplified sound	☐ Amusement Rides	☐ Street, lane, sidewalk closure	☒ Live or recorded music
☒ Stages	☐ Additional power source	☒ Tents/banners/signs	☐ Commercial filming/photography
☐ Parade	☐ Parachutes	☐ Inflatable devices	☐ Fireworks/pyrotechnics
☐ Aircraft	☐ Watercraft	☐ Portable restrooms	☐ Live animals

If you checked any of the above items, please provide a complete description of the activity or need.

TEAMS WILL EACH HAVE A 10X10 TENT SETUP. WE HAVE A STAGE SET UP
FOR LOCAL PERFORMERS (SINGERS, DANCERS, ETC), WE HAVE A DJ FOR ENTERTAINMENT
+ A LARGER TENT FOR OUR SURVIVOR LUNCH/DINNER

SECTION 4: HOLD HARMLESS/INSURANCE AGREEMENT

The contractor, vendor, or user, hereby promises and agrees to indemnify and save harmless the City of Port Orange, a municipal corporation, its officers, agents, and employees from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, for trial and on appeal of any kind and nature arising or growing out of, or in any way connected with the performance of the agreement whether by act or omission of the contractor, vendor, officers, agents, servants, employees, or others, or because of, or due to the mere existence of the agreement between parties.

The licensee shall supply a "Certificate of Liability Insurance" reflecting minimum coverage of \$1,000,000 (one million dollars) per occurrence. The City of Port Orange shall be named as an additional insured, which shall be noted on the certificate. The certificate shall indicate that the applicant's insurance policy shall not be cancelable without thirty days prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Department of Recreation no later than thirty (30) calendar days prior to program/event date.

COPYRIGHT LAW: Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on, or incorporated in the conduct of any event covered under the agreement; and licensee agrees to indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for, or on account of, any patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by licensee in connection with this agreement and will defend the City from any such suit, or action, regardless of whether it be groundless, or fraudulent.

Licensee Signature: _____

Cheryl Shaw

Date: _____

10/16/17

SECTION 5: RULES AND REGULATIONS

Deposits & Refunds

1. Applications must be received at least 30 days prior to the event.
2. A refundable reservation deposit of \$100.00 is due when the application is submitted. To receive a full refund of the reservation deposit, written notification must be received within 30 days of rental.
3. All cancellations must be received in writing.
4. 100% of fees must be paid 14 days prior to the rental date.

Licensee Initials: _____

CPS

Special Event Facilities Guidelines

1. All events and functions must file a permit with the City of Port Orange Parks and Recreation Department. Sub-leasing is prohibited.
2. The City of Port Orange prohibits gate admission being charged to the public on City property without the express written consent of the City Manager, or his designee.
3. All lessees must supply the City with a certificate of liability insurance in the amount of \$1,000,000 (1 million dollars) per occurrence, listing the City of Port Orange as an additional insured, unless otherwise noted by the Risk Manager.
4. If additional staging is added to the present stage, a \$1,000.00 bond (cash) must be posted before construction.
5. No heavy equipment or props will be brought onto event sight, or seating area without the expressed written consent of the City.
6. Lessee's are responsible for the clean-up of the facility proceeding their event and may be charged for excessive clean up incurred by the Parks and Recreation Department once the lessee has vacated the premises. Facility/property must be left in the same condition, as when rented; if not, the damage/clean-up costs will be charged back to the applicant.

7. The lessee agrees to remove any equipment, decorations, props, etc. at the termination of their permit. The lessee agrees to pay any costs associated with the storage, moving or disposal of such items and holds harmless the City for any damage, which may occur during the moving or storage of items.
8. Permanent attachment of props or decorations by using screws, nails etc. is prohibited on event grounds.
9. Lessees are responsible for any damage obtained as a direct result of the lessee's guests, activities etc.
10. Alcoholic beverages are prohibited in all City parks and facilities without the express written consent of the City Manager, or his designee. Any event that is requesting alcohol at their event must fill out an alcohol application that must be approved by the Special Event Alcohol Committee.
11. Profanity or unacceptable behavior by performers, lessee, or their guests will not be tolerated. If Parks and Recreation personnel deem behavior and/or performances unacceptable, they have the right to revoke all permits, present and future, for this facility and terminate any and all activities.
12. The City holds the right to cancel, or terminate any permit if they feel that the public's safety is in jeopardy.
13. It is the lessee's responsibility to hire and pay for any required City Services such as, but not limited to, Police, Fire, Parks, Public Works etc., unless written consent has been granted by the City Manager, City Council or their designees.
14. Amplified sound is not permissible during the times of 10pm-7am as deemed by the City noise ordinance without the express written consent of the City Manager, or his designee.

Licensee Initials: CRS

As a representative of the event, I do hereby accept that I have read and agree to all of the provided rules, regulations and guidelines for facility rentals as put forth by the City of Port Orange.

Licensee Signature: Cheryl Shaw Print Name: CHERYL SHAW Date: 10/10/17

SECTION 6: LICENSEE ACKNOWLEDGEMENT

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement, or cancellation of the event by the City of Port Orange.

Licensee Signature: Cheryl Shaw Date: 10/10/17

The program/event will be terminated should it create or cause any violation of Local, State, Federal laws or ordinances.

THE PARKS AND RECREATION DEPARTMENT IS NOT AUTHORIZED TO WAIVE FEES WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE CITY'S CHIEF ADMINISTRATIVE OFFICER.

