REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 20, 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 - Chaplain Farzad Nourian of Florida Memorial Hospital
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. March 6, 2018 - Regular City Council Meeting
7. Bid Awards and Contract Items
   a. Approval of Change Order No 1 to Task Authorization No 3 to DJ Design Services, Inc for Architectural Design and Planning Services relating to City Hall HVAC Upgrades.
   b. Approval of Change Order No. 1 to Task Authorization #2 with DJ Design for Evidence Air Conditioning & Vents Redesign
8. Concurrency and Fair-Share Agreement for the Port Orange Gateway Center Lot 3A Site Plan - Case No. 17-80000007
9. Approval of Utility Billing Write-offs
10. Proposed projects for the River to Sea TPO 2018 Transportation Improvement Program Priority List
11. Approval of Agreement with Port Orange Community Trust

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

D. <u>TOWN CENTER CRA MEETING</u>

E. <u>EASTPORT CRA MEETING</u>

F. <u>COUNCIL COMMENTS</u>

12. Comments/Concerns from Council Members

G. <u>SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS</u>

13. Update on the St. Johns River to Sea (SJR2C) Loop Trail PD&E Study

H. <u>BOARD APPOINTMENTS, INTERVIEWS, REPORTS</u>

14. Citizen Advisory Committee for TPO
15. Port Orange Community Trust Annual Report

I. <u>REGULAR AGENDA</u>

16. One Church Easter Egg Hunt Fee Waiver
17. Request to use City Logo for Food Truck Wars Event

J. <u>COMMENTS</u>

18. City Attorney Comments - Request to engage the legal services of Lewis Longman and Walker, P.A.
19. City Manager Comments

K. <u>COUNCIL COMMITTEE REPORTS</u>

20. City Council Committee Reports
    a. ArtHaus
    b. Port Orange/South Daytona Chamber of Commerce
    c. Round Table of Elected Officials

L. <u>ADJOURNMENT</u>

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 1-800-955-8771.

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
MARCH 6, 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 provided by Rev. Susan McCaffrey of Grace Episcopal Church

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

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Sarah Jones, citizen, also discussed the revised Rules of Procedures.

Robert Reinhagen, citizen, addressed Council regarding the revised Rules of Procedure on the Consent Agenda.

5. Agenda Approval

There were no changes requested by Council.

6. Approval of Minutes
   a. February 20, 2018 - Regular City Council Meeting
   b. February 27, 2018 - City Council Workshop
7. Bid Awards and Contract Items
   a. Ratification of an emergency purchase order to Tomoka Construction for a Gravity Sewer Main Repair on Peach Blossom Blvd & Tarleton Lane
   b. Ratification of an emergency purchase order to Shenandoah Construction for the repair of two (2) drainage pipes at 5808 Villas Lane and 1233 Thomas Drive
8. Revised Rules of Procedure
9. Quitclaim Deed to property owner of Jimmy Hula site in exchange for 40-foot easement

10. FY19 Budget Calendar

Motion to pull Item #10 for further discussion was made by Councilman Bastian, and Seconded by Councilman Tramont.

Motion to approve the Consent Agenda as amended (Items #4-9) was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner. Motion carried unanimously by roll call vote.

Item #10 - Mayor Burnette asked that the budget calendar include a Saturday workshop in early July to discuss department by department budgets. Mr. Johansson suggested a workshop earlier than July (April or May) for guidance from Council. Council agreed.

Motion to approve Item #10 was made by Councilman Tramont, and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION (Agenda)

11. Silver Sands Middle School Students - Lighting at Skatepark (5 minutes)

Thomas Stanford and Michael Ingram, students from Silver Sands Middle School, discussed the need for lighting at the skatepark. They suggested the lights be on a timer. They believe the lights will decrease the chance of vandalism. Mayor Burnette thanked the students for bringing it up. Mr. Johansson provided a rough estimate of $110,000 to install lights. FPL doesn't have any grants. He suggested the students discuss this with the Parks & Recreation Advisory Board for funding and needs assessment. Staff will also explore other options. Council agreed.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Jerry Harris, citizen, discussed his concerns with the sunsetting of the ECHO funding, as well as funding a community center. He is very concerned with the ambulance services. He wants to ensure monies are spent smartly.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Councilman Bastian asked for an update on the transport issues. Mr. Johansson advised of his communications with the County. He and Chief Fustin are continuing to track the issues and are updating Council via the Weekly Update.

Vice Mayor Stiltner addressed the comments from Jerry Harris.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details from the January 2018 financial reports.

PUBLIC HEARING

14. Second Reading - Ordinance No. 2018-3 - Fire Pension Amendment for the Share Plan

Mayor Burnette read Ordinance No. 2018-3.

ORDINANCE NO. 2018-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, CODE OF ORDINANCES, CITY OF PORT ORANGE, FLORIDA, ENTITLED FIRE AND RESCUE PENSION FUND; AMENDING SECTION 54-81, CONTRIBUTIONS; AMENDING SECTION 54-106, SHARE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2018-3 on Second Reading was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

REGULAR AGENDA

15. Agreement Modification Discussion - Port Orange Community Trust (Family Days)

Peter Ferreira, Parks & Recreation Assistant Director, provided details of the agreement modifications being proposed. Staff recommends renewal of the current agreement. Family Days is requesting the following events be added with a waiver of the fees.

1.) 5K run at City Center - Rental fee value $502 and staffing fee value $1,165
2.) 1 Day 4-hour event TBD with alcohol at City Center - Rental fee value $695 and staffing fee value $1,060.

3.) 1 Day 4 hour event TBD with alcohol at Riverwalk - Rental fee value $545 and staffing fee value $1,180.

Jennifer Marano, Port Orange Community Trust, discussed the new events being requested.

Council is glad to see more events and agreed to renewing the agreement and discussed implementing the matrix for the upcoming events.

Motion to renew the agreement was made by Vice Mayor Stiltner, and Seconded by Councilman Bastian. Motion carried unanimously by roll call vote.

Motion to waive fees for the new events was made by Councilman Ford, and Seconded by Councilman Tramont.

Councilman Bastian believes Council should implement the matrix approved by Council on February 27, 2018 and as stated in the agreement with Family Days.

Vice Mayor Stiltner believes the return on investment has been tremendous. He believes Port Orange Community Trust is in a different category than other organizations. Councilman Ford and Councilman Tramont agreed.

John Junco and Mike Arminio (Board Members) discussed the ways the organization gives back to the community.

Mr. Johansson explained the intent of the matrix as discussed was to include co-sponsorship agreements.

Motion carried 3-2 by roll call vote with Councilman Bastian and Mayor Burnette voting no.

COMMENTS

16. City Attorney Comments

Ms. Roberts congratulated Matthew Jones, Deputy City Attorney, for being recognized in the 40 Under 40 selection group for outstanding service to the community.

17. City Manager Comments

Mr. Johansson asked Council to consider disbanding the Youth Advisory Board, as well as the Library Advisory Board as they have not had a quorum to meet in several months. Council asked that further information on options be brought forward regarding the structure of the Youth Advisory Board and documents to consider disbanding the Library Advisory Board.

COUNCIL COMMITTEE REPORTS

18. City Council Committee Reports
    a. First Step Shelter - Councilman Tramont provided an update as to the recent meeting.
    b. River to Sea TPO - Councilman Bastian provided an update as to the recent meeting.
    c. General Employees' Pension Plan - Vice Mayor Stiltner provided an update as to the recent meeting.

ADJOURNMENT

____
Mayor Donald O. Burnette

Attest:

____
Robin Fenwick, CMC
City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE <u>**03/20/2018**</u>

Consent item: Yes

SUBJECT: (B7a) Approval of Change Order No 1 to Task Authorization No 3 to DJ Design Services, Inc for Architectural Design and Planning Services relating to City Hall HVAC Upgrades.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve of Change Order No 1 to Task Authorization No 3 to DJ Design Services, Inc., this request will modify the final completion date to September 30, 2018 and provide an additional $2,000 spending authorization; authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: DJ Design Services, Inc. was contracted to evaluate and redesign the HVAC system at City Hall under Task Authorization #3 dated May 2, 2017 with a completion date of August 17, 2017. During the evaluation of the current system, more issues were uncovered than expected. Many of these issues resulted from additional work spaces created over the 30 years since original building design. The design includes a complete replacement of all ducts, thermostats, and air flow controls. City staff halted the project pending decisions on current space reallocation, possible building reconfiguration/expansion, and funding. The design is 90% complete.

This change order is needed to modify the final completion date from August 10, 2017 to September 30, 2018 (416 days) and to provide an additional spending authority of $2,000. The original contract amount was $34,067. However, the purchase order reflected $29,067. The difference of $5,000 was designated as "unforeseen conditions". This request will reflect the unforeseen line item on the purchase order and include an additional $2,000 to finalize the design. The modified contract amount will be $36,067. This is a staff driven change order based on new information obtained during the design.

Project No.: <u>OBM008</u> Funding Account No.: <u>506 4200 539 4616</u>

ATTACHMENTS:

1.	Public Works Utilities Department - DJ Desing CO 1 to Task 3 City Hall HVAC	Public Works Utilities Department - DJ Desing CO 1 to Task 3 City Hall HVAC.pdf
2.	DRAFT - CO No 1 to Task 3 - DJ Design - City Hall HVAC	CO No 1 to Task 3 - DJ Design - City Hall HVAC.pdf

3.	DJ Design - Task No 3 - City Hall HVAC	DJ Design - Task No 3 - City Hall HVAC.pdf
4.	CO No 1 to Task 3 - DJ Design - City Hall HVAC	CO No 1 to Task 3 - DJ Design - City Hall HVAC.pdf

Julia Wiggins	Created/Initiated - 03/01/2018
Ronny Buttrum	Approved - 03/01/2018
Lynn Stevens	Approved - 03/01/2018
James Tillman	Approved - 03/01/2018
Tracey Riehm	Approved - 03/07/2018
Margaret Roberts	Approved - 03/07/2018
Jake Johansson	Approved - 03/08/2018
Robin Fenwick	Final Approval - 03/08/2018

City of Port Orange
Public Works & Utilities Department

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

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Budget Analyst

DATE: February 23, 2018

SUBJECT: DJ Design Services, Inc. – Change Order No 1 to Task Authorization No 3 Architectural Design and Planning - City Hall HVAC

REQUEST:
The Public Works & Utilities Department is requesting City Council approval of change order No 1 to Task Authorization No 3 to DJ Design Services, Inc.. This request will modify the final completion date to September 30, 2018 and provide an additional $2,000 spending authorization.

PURPOSE:
The purpose of this request is to finalize the design of the HVAC at City Hall.

CONSIDERATION:
DJ Design Services, Inc. was contracted to evaluate and redesign the HVAC system at City Hall under Task Authorization #3 dated May 2, 2017 and a completion date of August 17, 2017. When the contractor began the detailed evaluation of the current system, more issues were uncovered than expected. Many of these issues resulted from additional work spaces created over the 30 years since original building design. This required additional time to consult with HVAC and control specialists to provide the City various alternatives for a complete operating system. The design includes a complete replacement of all ducts, thermostats, and air flow controls. In addition, DJ Design conducted a full evaluation of the existing units on the roof to determine viability of the equipment. City staff halted the project pending decisions on current space reallocation, possible building reconfiguration/expansion, and funding. The project is 90% complete.

This change order is needed to modify the final completion date from August 10, 2017 to September 30, 2018 (416 days) and to provide an additional spending authority of

$2,000. This Change order will also authorize the use of the $5,000 unforeseen conditions approved in the original funding but not reflected in the original purchase order.

This additional time will correct the completion date of the original contract and provide time to finalize the design of the system. The end result will be a complete set of design drawings, specifications, and engineers estimate. It will provide options to complete the project either as one project or a phased approach. Furthermore, it will provide for possible space modifications of the second floor which will be vacated by Utilities Administration when the Dorothy L. Hukill City Annex is completed later this year.

The original contract amount was $34,067. However, the purchase order reflected $29,067. The difference of $5,000 was designated as "unforeseen conditions". This request will reflect the unforeseen line item on the purchase order and include an additional $2,000 to finalize the design. The modified contract amount will be $36,067.

FUNDING:
CIP – City Hall HVAC System Prj #OBM008
506 4200 539 4616
Budget: $190,933
Actual: $2,000

RECOMMENTATION:
The Public Works & Utilities Department is recommending City Council approval of change order No 1 to Task Authorization No 3 to DJ Design Services, Inc.. This request will modify the final completion date to September 30, 2018 and provide an additional $2,000 spending authorization.

ANTICIPATED SCHEDULE:
a.) City Council Approval – 3/20/218

ATTACHMENTS:
a.) Department Justification Memo
b.) Change Order No 1 to Task No 3 documents

CC: Ronny Buttrum, Assist Public Works Director
Bobby Bryant, Facilities Forman
Kynah Cockcroft, PW Sr. Administrative Assistant

CHANGE ORDER NO. 1
To Task Authorization No 3, dated May 2, 2017
Master Contract for Architectural Services, dated January 24, 2017
DJ Design Services, Inc., Contractor

Project: Task Authorization No 3 – Architectural Design and Planning Services relating to City Hall HVAC Upgrades

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $ 29,067 Unforeseen Conditions $ 5,000 Approved Total $34,067	Original Contract Times Substantial Completion: 70 days Final Completion: 100 days (August 10, 2017)
Net changes from previous Change Order: $ 0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: $ 34,067	Contract Completion Date prior to this Change Order: Final Completion: August 10, 2017
Net Increase (decrease) of this Change Order No 1: $ 2,000	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 416 days
Contract Price with all approved Change Orders: $ 36,067	Contract Times with all approved Change Orders: Final Completion: September 30, 2018

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover the work to be performed under Task Authorization No 3, dated May 2, 2017, under the Master Contract for Architectural Services entered into by and between parties on January 24, 2017.

II. REQUIRED CHANGES: This change order is needed to move the Final Completion date from August 10, 2017 to September 30, 2018 and to provide an additional spending authority of $2,000. This Change order will also allow the use of the $5,000 unforeseen conditions approved funding. These charges are necessary to cover the cost for the engineers to prepare an engineer's estimate. This fee was excluded from the original agreement. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: Change Order No 1 to Task Authorization No 3 will add 416 days to the Final Completion date. This will move the Final Complete date from August 10, 2017 to September 30, 2018. There is an additional cost associated with this request of $2,000 to all the engineer to prepare the engineer's estimate that was exclude from the original agreement. This change order will also allow the purchase to be increased by $5,000 for unforeseen conditions. The Purchase Order will be changed from $29,067 to $36,067; total of $7,000.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Task Authorization No 3 under the Master Contract for Architectural Services; subject to a limit up to but not to exceed **Thirty-Six Thousand Sixty-seven dollars and no cents. ($36,067.00).** 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:
RONNY BUTTRUM, ASSISTANT PUB. WORKS DIRECTOR
Department Project Manager

By:______________________________
Ronny Buttrum, Assistant Public Works Director

Date Signed:______________________

ACCEPTED BY:
DJ DESIGN SERVICES, INC.
CONTRACTOR

By:______________________________
James M. Wachtel President

Date Signed:______________________

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, Public Works & Utilities Director

Date Signed:______________________

City Manager

By:______________________________
Michael H. Johansson, City Manager

Date Signed:______________________

Affirmed:

____
Robin L. Fenwick, CMC, City Clerk

Date Signed:______________________

If Council approval is required:

By:______________________________
Donald O. Burnette, Mayor

Date Signed:______________________

TASK AUTHORIZATION NO. 3

Master Contract for Architectural Services dated January 24, 2017
Between the City of Port Orange, Florida and DJ Design Services, 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 **DJ DESIGN SERVICES, INC.**, a Florida corporation with its principal place of business at 913 North Nova Road, Holly Hill, Florida 32117 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Architectural Services dated January 24, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Architectural Design and Planning Services relating to City Hall HVAC Upgrades, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."

3. Contractor shall substantially complete the scope of services to be provided herein within 70 days of the date of this Task Authorization No. 3, additional time of up to 30 days shall be allowed in the event of unforeseen conditions within the scope identified.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed $29,067.00, and an allowance for any unforeseen conditions not to exceed $5,000.00. 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.

5. 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:

Printed Name: DANA M. SMITH

Printed Name: Shannon FOOR

DJ DESIGN SERVICES, INC.

By: James M Wachtel

James M. Wachtel, President

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

Date: 4-24-17

Witnesses:

Printed Name: Michelle Cusella

Printed Name: Barbara J. Abbate

CITY OF PORT ORANGE

By: ______________________
Donald O. Burnette, Mayor

Date: 5/2/17

Witnesses:

Printed Name: Michelle Cusella

Printed Name: Barbara J. Abbate

ATTEST:

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

Date: 5/2/17

[CA 5524]

Task Authorization No. 3

EXHIBIT "A"

(Consisting of 4 Pages)

DESIGN, INC.
913 N. Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
AA26000567
ARCHITECTS • PLANNERS

March 7, 2017

Alyssa Walker, Business Manager
Public Works
City of Port Orange
407 Virginia Avenue
Port Orange, Florida 32127

VIA E-mail

RE: Port Orange, City Hall HVAC Remediation - Architectural/Mechanical Design Proposal – Project No. 02354.14

Alyssa,

As a result of our preliminary review of the existing HVAC system at City Hall on February 17th with Bobby Bryant, Mark Leuders, Lu Mized PE, Kannan Rengarajan, PE and myself; it was determined that there are some Indoor Air Quality (IAQ) and control issues with the existing HVAC system. Kannan reviewed the existing equipment set-up, the original HVAC and control designs and has determined that a replacement of the controls and re-configuration and re-balance of the distribution system will be in order.

The anticipated scope-of-work will include meetings with you and key staff to identify actual performance requirements (temperature and RH), develop 'as-built' plans and design solutions for remediating the situation. The attached scope-of-work from **Cape Design Engineering** Inc. and our Itemization of Service Hours represent a combined fee of **$29,067** which we would undertake in accordance with our recently-approved Professional Architectural Services agreement (RFSQ #16-36).

Please review this to see if it agrees with *your* understanding of the anticipated work efforts needed. Looking forward to your response, I am...

Yours truly,
Ddesign Services, Inc.

Dana M. Smith, Architect
Principal

Permit Documents Tasks	Senior Project Architect	Architect	Drafter	Admin	Total
Coordinate as-built CAD drawings	2	0	6	0	8
On-site Review/ Analysis	2	0	0	0	2
City Staff Meeting(s)	4	0	0	1	5
Mechanical/Electrical Coordination	4	0	4	0	8
Bidding and Permitting Coordination	6	0	3	1	10
Pre-construction Conference	4	0	4	1	9
Construction Phase Services	4	0	2	1	7
Subtotal	26	0	19	4	
Total Hours of Service					49
hourly rate	$ 125.00	$ 100.00	$ 55.00	$ 45.00	
subtotals	$ 3,250.00	$ -	$ 1,045.00	$ 180.00	$ 4,475.00

In an effort to save time and preserve our environment, all documents will be transmitted digitally via email. If hardcopies are required, DJdesign will include the cost of production on a subsequent invoice for reimbursement.

Total Architectural Design Fee $ 4,475.00

4/19/2017

CDE COMPANY
engineering = design/build = construction
775 E. Merritt Island Cswy.
Suite 230
Merritt Island, FL 32952

P: 321.799.2970
F: 321.799.0375

www.cdeco.com

TO: Dana Smith
DJ Design, Inc.
913 North Nova Road
Holly Hill, FL 32117

CDE: 17-067
March 6, 2017

SUBJECT: Fee Proposal for the Port Orange City Hall HVAC Upgrades

Dear Mr. Smith,

Cape Design Engineering Co. (CDE) is pleased to submit this fee proposal for preparing construction documents and construction support for the Port Orange City Hall HVAC Upgrades.

Scope of Work:

- Design team to visit site to verify existing conditions.
- Engineering load analysis for 1st and 2nd floor.
- Develop new plans for all ductwork/VAV boxes as needed for 1st and 2nd floor.
- Develop controls drawing and sequence of operation.
- Electrical required for equipment installation.
- Support during construction consisting of submittal reviews, response to contractors RFI's two field visits for quality and progress, final punch list, and as-built preparation.

Clarifications and Assumptions:

- Additional Services required as a result of substantial additions to the established Scope of Work will require additional compensation to the A/E. The fees for Additional Services will be based on negotiations between the Client/Owner and the A/E. Authorization by the Client/Owner to accomplish any additional services will be required prior to the performance of the additional service(s) by the A/E.
- Cost estimating is not included in the scope of work

Schedule:

CDE will begin work upon receipt of a Purchase Order (PO) issued. The date CDE receives the PO will become known as the Notice to Proceed (NTP) date. Table 1 below provides a proposed design schedule for the project. This does not include design review time by the owner. The schedule assumes needed information is provided in a timely manner. Any delays or changes to approved direction will impact the schedule and the impact will be addressed on a case by case basis.

Table 1 – Proposed Design Review Submittal Schedule[1]

Submittal	Working Days from Completion of Previous Phase
45% DD	40
90% CD	20
Final Signed and Sealed	10

Proposed Fee:

The proposed fee for the above scope effort is $24,592.

Thank you for the opportunity to submit this proposal. Please contact us with any questions or clarifications.

Sincerely,

Phillip W. Thomas, P.E.
Director of Engineering

CHANGE ORDER NO. 1
To Task Authorization No 3, dated May 2, 2017
Master Contract for Architectural Services, dated January 24, 2017
DJ Design Services, Inc., Contractor

Project: Task Authorization No 3 – Architectural Design and Planning Services relating to City Hall HVAC Upgrades

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $ 29,067 Unforeseen Conditions $ 5,000 Approved Total $34,067	Original Contract Times Substantial Completion: 70 days Final Completion: 100 days (August 10, 2017)
Net changes from previous Change Order: $ 0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: $ 34,067	Contract Completion Date prior to this Change Order: Final Completion: August 10, 2017
Net Increase (decrease) of this Change Order No 1: $ 2,000	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 416 days
Contract Price with all approved Change Orders: $ 36,067	Contract Times with all approved Change Orders: Final Completion: September 30, 2018

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover the work to be performed under Task Authorization No 3, dated May 2, 2017, under the Master Contract for Architectural Services entered into by and between parties on January 24, 2017.

II. REQUIRED CHANGES: This change order is needed to move the Final Completion date from August 10, 2017 to September 30, 2018 and to provide an additional spending authority of $2,000. This Change order will also allow the use of the $5,000 unforeseen conditions approved funding. These charges are necessary to cover the cost for the engineers to prepare an engineer's estimate. This fee was excluded from the original agreement. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: Change Order No 1 to Task Authorization No 3 will add 416 days to the Final Completion date. This will move the Final Complete date from August 10, 2017 to September 30, 2018. There is an additional cost associated with this request of $2,000 to all the engineer to prepare the engineer's estimate that was exclude from the original agreement. This change order will also allow the purchase to be increased by $5,000 for unforeseen conditions. The Purchase Order will be changed from $29,067 to $36,067; total of $7,000.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Task Authorization No 3 under the Master Contract for Architectural Services; subject to a limit up to but not to exceed **Thirty-Six Thousand Sixty-seven dollars and no cents. ($36,067.00).** 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:
RONNY BUTTRUM, ASSISTANT PUB. WORKS DIRECTOR
Department Project Manager

By:______________________________
Ronny Buttrum, Assistant Public Works Director

Date Signed:______________________

ACCEPTED BY:
DJ DESIGN SERVICES, INC.
CONTRACTOR

By:______________________________
James M. Wachtel President

Date Signed:______________________

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, Public Works & Utilities Director

Date Signed:________________________

City Manager	Affirmed:
By:________________________________	________________________________
Michael H. Johansson, City Manager	Robin L. Fenwick, CMC, City Clerk
Date Signed:________________________	Date Signed:________________________

<u>If Council approval is required:</u>

By:________________________________
Donald O. Burnette, Mayor

Date Signed:________________________

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **03/20/2018**

Consent item: Yes

SUBJECT: (B7b) Approval of Change Order No. 1 to Task Authorization #2 with DJ Design for Evidence Air Conditioning & Vents Redesign

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Task Authorization No. 2 for DJ Design.

SUMMARY: A change order to extend the time is necessary in that the work was prolonged due to unforeseen testing of foundation, walls and other areas to ensure the A/C redesign was the correct solution and that there were no other unknown issues. As a result, the duration and cost increased. The task authorization term is extended to allow for construction management services during this project. The Police Chief and City Manager approved these changes at the time.

Project No.: CIP011 Funding Account No.: 317-1000-519-63-97

ATTACHMENTS:

1.	Police AC Design ltr DJ Design 8-22-17	Police AC Design ltr DJ Design 8-22-17.pdf
2.	DJ+Design+Services+RFSQ+16-36+CA5524+01.23.20	DJ+Design+Services+RFSQ+16-36+CA5524+01.23.20.pdf
3.	Change Order No 1 to Task Authorization No 2	Change Order No 1 to Task Authorization No 2.pdf

Aaron McIlrath	Created/Initiated - 02/21/2018
William Proctor	Approved - 02/22/2018
Thomas Grimaldi	Approved - 03/06/2018
Ronny Buttrum	Approved - 03/06/2018
Tracey Riehm	Approved - 03/07/2018
James Tillman	Approved - 03/07/2018
Margaret Roberts	Approved - 03/08/2018
Jake Johansson	Approved - 03/08/2018
Robin Fenwick	Final Approval - 03/08/2018

DJ DESIGN, INC.
913 N. Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
AA26000567
ARCHITECTS • PLANNERS

August 22, 2017

Captain Aaron Mcilrath
Administrative Division
Port Orange Police Department
4545 Clyde Morris Blvd.
Port Orange, Florida 32129

VIA E-mail

RE: Port Orange Police Department, Evidence Storage Area IAQ Remediation - Architectural/Mechanical Design Proposal – Project No. 02354.11 *Request for Additional Services*

Aaron,

In reviewing our initial scope-of-work for this project and comparing that to our efforts thus far, we find that we have exceeded our proposed hours. I spoke to Frank Flagg about this and he has advised me to outline the additional work and causes thereof.

- Our initial building analysis led us to the conclusion that there was excessive moisture transport through the building envelope, which occasioned our thoroughly testing the walls for moisture with a meter. We did find moisture in an exposed floor-slab control joint along Column Line 5.
- We discovered that there was a possible moisture transport path caused by hydrostatic pressure along the south and west perimeter tilt-wall slabs, which occasioned removing the mulch bed and irrigation system, sealing the panel bases and creating a rain-screen drywell. Subsequently, the control-joint moisture abated, but the dehumidifiers continued to produce excessive amounts of condensate.
- Our mechanical engineers have visited the project on four (4) separate occasions and continued to analyze and model the existing system to pinpoint the source of the humidity. This work was in addition to their initial SOW.
- We are remodeling the Bulk Storage area to provide a separate Bio-Hazard Storage area which was not part of the original scope.
- As you will see below, **CDE** has expended a great deal of additional time trying to pinpoint the cause(s) of the excess moisture and, as it appears now to be from the existing HVAC system, they will now need to re-design the solution.

Since our on-site meeting July 3, 2017, I have spent an additional 21 hours checking and re-checking for moisture, observing the excavations, meeting with the users, coordinating the engineers and researching the issues/solutions. According to the matrix attached to our initial proposal: 21 hours X $125/hour =$2,625. Additionally, **Cape Design Engineering, Inc.** has requested an additional $12,000 for their additional services. Their justification is based upon Kannan's site visit last Friday and is appended as follows:

*Based on all our (**CDE**) review and analysis we have come to a better HVAC upgrade solution which will have the least amount of interruption and costs. As a part of this effort we have reviewed and revamped our design which added the following scope:*

1. Selection of new packaged DX system instead of split system that we designed earlier
2. New site work to locate the unit and develop details
3. Lighting for the new enclosed hazardous storage space in the storage area

4. Revise the duct work based on the new concepts
5. Split the exhaust (both hazardous and non-hazardous)
6. Additional site meetings
7. Monitoring of data to ensure that our proposed design would work and source is primarily HVAC system
8. Electrical support for all new design

I have attached a copy of Kannan's August 21, 2017 explanation and justification for additional services as supportive evidence for this request.

Section 9(a) of our Master Contract for Architectural services (RFSQ#16-36) calls for the Contract Administrator to approve Change Orders (b) *if changes cause an increase in Architect's cost of, or time required for the work hereunder.* This claim must be approved in writing, therefore, we are requesting approval for additional services in the amount of **$14,625.**

Our team believes that these additional efforts will lead to a better installation, easier maintenance, optimal environmental performance and long-term energy cost-savings. Please review this to see if it agrees with *your* understanding of the anticipated work efforts needed. Looking forward to your response, I am...

Yours truly,
DJdesign Services, Inc.

Dana M. Smith, Architect
Principal
Attachment

DJ DESIGN, INC.
913 North Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
dsmith@djdesigninc.com
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CITY OF PORT ORANGE
MASTER CONTRACT
FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this 24 day of January, **2017**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DJ DESIGN SERVICES, INC.** ("Architect"), a Florida corporation whose principal address is 913 North Nova Road, Holly Hill, Florida 32117 (The City and Architect are collectively referred to herein as the "Parties.")

1. *Provision of Services*

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

(i) Professional continuous architectural design and consulting services to provide various renovation, restoration, construction and general consulting projects, and may include preparation of design and specifications, conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction, and as more specifically described in City of Port Orange Request for Statements of Qualifications ("RFSQ") No. 16-36 and DJ Design, Inc. Proposal dated August 26, 2016, attached hereto as Exhibit "1."

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) additional one-year terms.

Manner and Place: The Architect shall perform the services as outlined in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) if applicable 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. Architect shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

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

2. *Authorization for Services*. This Contract standing alone does not authorize the performance of any work or services to be provided by the Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2."

3. *City Obligations*. In return for the services identified above, the City agrees to compensate Architect the amount authorized in each Task Authorization. The City's obligation to pay Architect 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.

4. *Contract Administration*. The Parks and Recreation Director, Susan Lovallo ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect 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 Architect's negligent performance of the services furnished under this Contract.

5. *Statement if Architectural Services*. The Architect shall:

(a) Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval.

(c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);

(e) Furnish all other Architectural services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this Contract:

(i) *Site Visits/Special Permits*. The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs*. The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications*. After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings - Final Plans*. Upon approval of final plans the Architect shall deliver to the City one set of original drawings in such medium and on such materials as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City the Architect shall deliver to the City one set of original drawings as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications*. The Architect shall, without additional fee, correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.

(vi) *Bidding*. The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

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

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

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

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

9. *Modifications to Scope of Work/Change Orders*.

(a) *Change Orders*. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price of 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 Architect's cost of, or time required for performance of the work hereunder, Architect shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

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

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

11. *Termination*.

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

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

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

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

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

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

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

b. The completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished by the City.

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

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

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

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

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

(ii) The total of:

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

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

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

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

12. *Examination of Records*

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

(b) The Architect 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 Architect involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

13. *Public Records Compliance*. The Architect 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 Architect does not transfer the records to the City.

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

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

14. *Termination for Non-Appropriation of Funds.*

(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 Architect. 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.

15. *Insurance.*

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

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the City as an additional insured for workers' compensation. Policies other than Workers' Compensation shall be issued by insures 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. Architect shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Architect 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 Architect for the reasonable additional costs of increased coverage. The Architect shall maintain the following coverages:

Insurance		Standards	Comments
Workers' Compensation Additional Coverage:	Limits:	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	Limits:	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. Additional Coverage:	Limits:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Professional Liability (Errors & Omissions)	Limits:	Coverage- $1,000,000 minimum	

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

17. *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.

18. *Liability for Loss or Damage*. Architect shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Architect, 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 Architect, his/its agents, servants and employees. Architect 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, Architect agrees as follows:

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

(b) Architect shall state in all solicitations or advertisements for employees placed by or on behalf of Architect that Architect 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. Architect 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. *E-Verify*. Architect 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 Architect during the term of this Contract and shall expressly require any subcontractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

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

22. *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.

23. *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.

24. *Additional Provisions*. As may have been outlined in RFSQ No. 16-36, written quotes, purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

25. *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.

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

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

Copy to: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: DJ Design Services, Inc.
Attention: Dana M. Smith, Vice President
913 North Nova Road
Holly Hill, Florida 32117
(386) 255-6987 – Telephone
dsmith@djdesigninc.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.

27. *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 Architect and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: DANA M. SMITH, V.P.

Printed Name: DAVID J SWARTZ

DJ DESIGN SERVICES, INC.

By:

James M. Wachtel, President

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

Date: 1-19-17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19TH day of JAN, 2017, by James M. Wachtel, as President of DJ Design Services, Inc. a Florida corporation, and who:

[Notary: Please select one]

- [x] is personally known to me; or
- [ ] has produced ____________________ as identification.

Notary Public, State of *Florida*

Printed, typed or stamped name, commission and expiration:

SHANNON DEE FOOR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF028797
Expires 9/15/2017

Witnesses:

Frances Gosnell
Printed Name: Frances Gosnell

Barbara J Abbate
Printed Name: Barbara J. Abbate

CITY OF PORT ORANGE

By: [signature]
Donald O. Burnette, Mayor

Date: 1/24/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of Jan., 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public State of Florida
Barbara J Abbate
My Commission EE 884422
Expires 04/26/2017

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

Witnesses:

Frances Gosnell
Printed Name: Frances Gosnell

Barbara J Abbate
Printed Name: Barbara J. Abbate

ATTEST:

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

Date: 1/24/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of Jan, 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
Barbara J Abbate
My Commission EE 884422
Expires 04/26/2017

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

[CA 5524]

Exhibit "1"

Fee Schedule, DJ Design, Inc. Proposal, and RFSQ 16-36

(Exhibit "1" includes a total of 109 pages)

HOURLY RATE SCHEDULE

CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES
CITY OF PORT ORANGE RFSQ # 16-36

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

COMPANY NAME: DJdesign Services, Inc. Architects and Planners

Category of Employee	Hourly Rate
Senior Project Architect/Principal	**$125.00**
Project Manager/Architect	**$100.00**
CAD Technician	**$55.00**
Administrator/Clerical	**$45.00**

City of Port Orange, Florida

Statement of Qualifications for Professional Architectural Services

RFSQ #16-36

August 26, 2016 at 2:30 p.m.

CD Cover

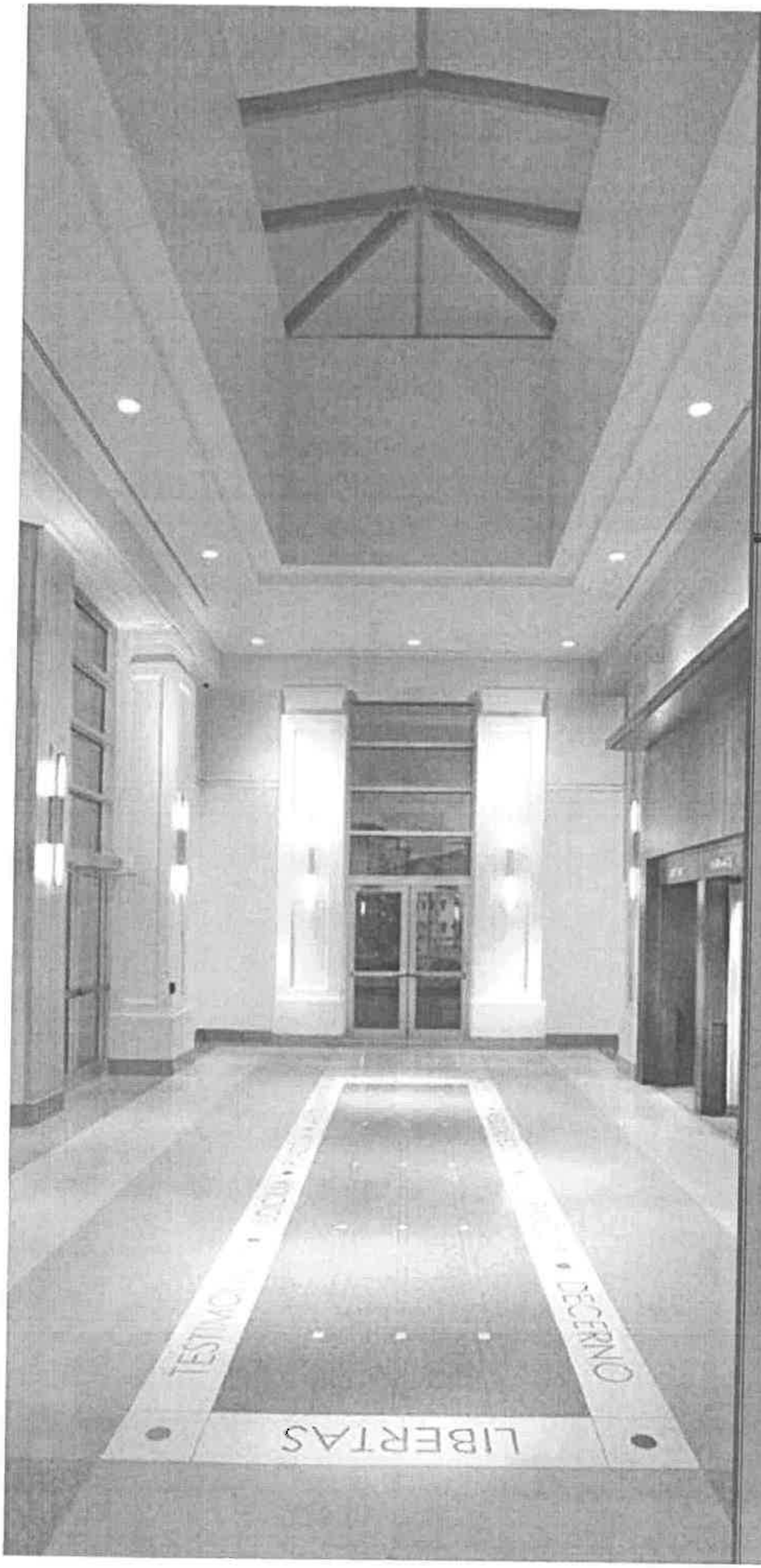


Table of Contents

DJ DESIGN, INC.

913 N. Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
AA26000567

ARCHITECTS • PLANNERS

August 26, 2016

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

RE: **RFSQ #16-36 Professional Architectural Services**

Dear Selection Committee,

DJdesign Inc., Architects and Planners are pleased to submit this Statement of Interest and Introduction. We invite you to review our capabilities as we feel DJdesign is uniquely qualified to continue serving as your **Architectural Design Professionals.**

One of the hallmarks of our practice is adaptive re-use and renovations to existing buildings. Presently we hold continuing services contracts with **Volusia County, City of Daytona Beach, Daytona State College** and **Flagler County Public Schools.** Project types have ranged from single room alterations to whole floors, re-roofing projects, parks and recreation facilities and forensic analyses of existing buildings.

Over the past 18 months, we have been pleased also to have been similarly engaged by the **City of Port Orange** on several recent projects including the **Cypress Head Clubhouse Remodeling, Public Safety Building Remodeling Studies, City Hall Master Planning, Breakroom Remodeling** and **Pedestrian Bridge Repair.**

Because we maintain excellent working relationships with our various public clients, we have been rewarded with *renewed* continuing services contracts. We take pride in our ability to work directly and effectively with staff and users to help guide the design efforts and to "be there" through all phases of the project and beyond. We will do whatever is necessary to assure that these projects are designed and completed to your satisfaction.

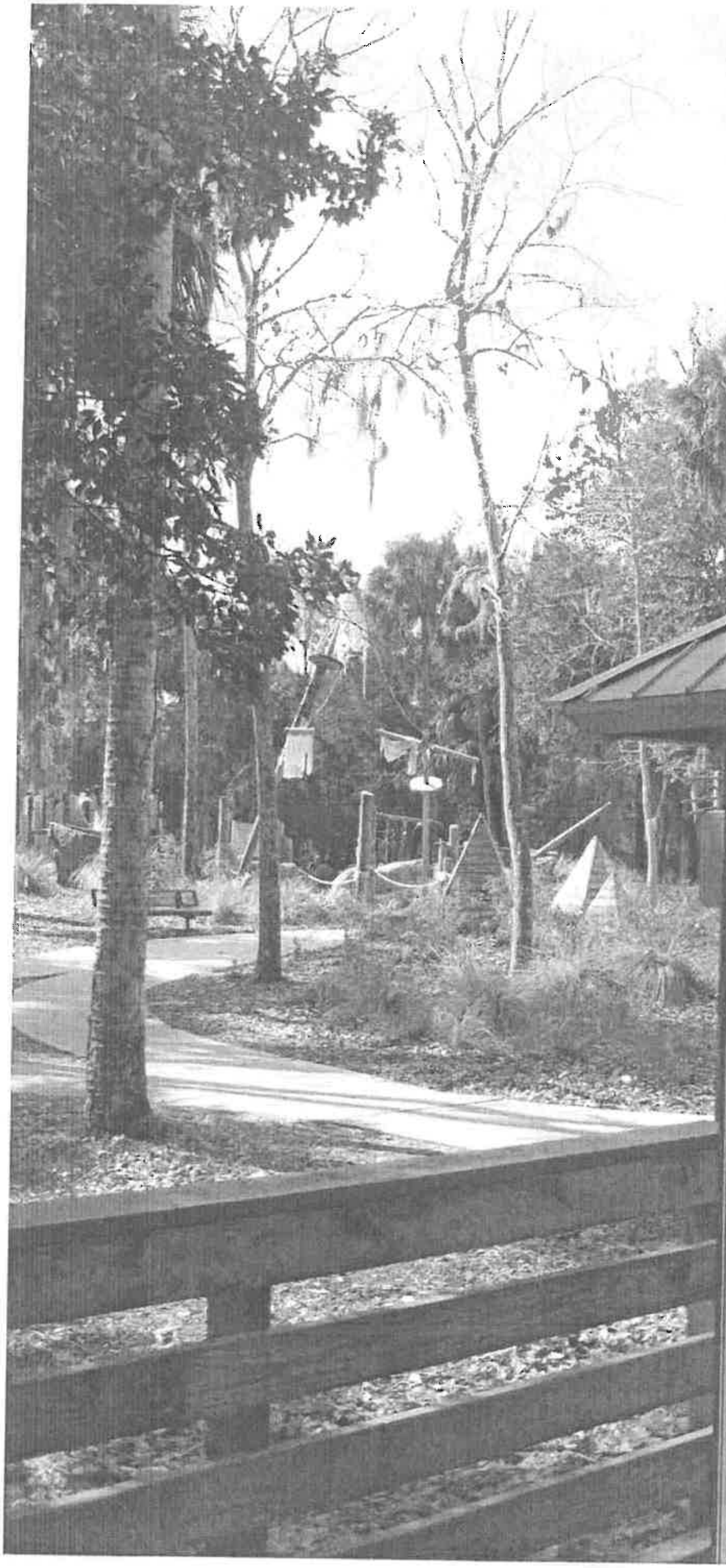
Some key attributes include:

- ✓ Our approach and methodology is to be "hands on" professionals! Service to our clients is paramount!
- ✓ We are uniquely qualified, we know the City of Port Orange well and there will be no learning curve for our team.
- ✓ There is no substitute for the experience and insight gained from having assisted many separate counties, cities, public agencies and user groups.
- ✓ We have extensive relevant experience in many varied project types.
- ✓ We *always strive* for economically viable and environmentally sustainable building solutions.

We look forward to assisting the City of Port Orange; we have invested both time and energy into improving our communities whenever we can and trust that you will agree that our background is a good match.

Yours Truly,

DJdesign Inc., Architects and Planners



Tab A

Company History, Qualifications, Ability and Capacity

Tab A-Company History, Qualifications, Ability and Capacity

DJdesign Inc. Architects and Planners was founded in 2002 by Architects Dana M. Smith and James M. Wachtel with a commitment to "big firm expertise and small firm service". Dana and Jim have a combined 75+ years of Architectural Design and Planning experience with many local signature projects completed over the past 16 years. Those projects include **The 2003 Ocean Center Expansion, Daytona Beach International Airport Terminal Expansions, Flagler County Government Services Complex, Kim C. Hammond Justice Center, New Volusia County Courthouse, ICI Center at Embry Riddle Aeronautical University, Academic Support Center** at **Daytona State College** as well as many more small and mid-size public and private commissions. Jim and Dana have served on many local civic boards such as Volusia County Growth Management, Ormond Beach Historic Landmarks Preservation Board, Daytona Midtown Development Board, VCARD and DSC Building Technology Advisory Board. Architect Dana Smith will serve as the Principal in Charge and Lead Architect. Jim Wachtel will lead the Project Management and Construction Administration.

Legal Name:	DJdesign Services, Inc.
Type of Ownership:	Corporation, August 16, 2002
Location:	913 North Nova Road, Holly Hill, Florida 32117

DJdesign Inc. is a full-service Architectural Design Firm with services including:

- Architectural Services from Schematic Design through Construction
- Coordination of Engineering Disciplines and Special Consultants
- Programming-Pre-Design
- Conceptual Design
- Site Selection and Master Planning
- Assessment of Existing Facilities
- Space Needs, Due-Diligence Studies and Functional Studies
- Feasibility Studies
- ADA Accessibility Reviews
- Functional Programming
- Site Analysis
- Life Safety and Code Compliance Review
- Constructability and Forensic Review
- Project Management
- Cost & Schedule Estimating
- Technical Report Writing
- Furnishing/Equipment Specifications
- Construction Contract Negotiation
- Bidding Review and Analysis
- Contract Administration
- Project Management
- 3D Modeling, Renderings and Animation
- ED Design and Certification
- Revit Building Modeling

Tab A –Company History, Qualifications, Ability and Capacity

The project management principles at **DJdesign** engender consistent quality, cost control, on-time performance and coordinated documents during the design phase of each project. The **Project Work Plan** is our key management tool to deliver successful projects with respect to technical quality, client satisfaction, and project finances. The **PWP** is developed by the project manager with input from key project stakeholders. The **PWP** acts as a road map for the project team in carrying out our commitments. The **PWP** that will provide relevant project background and will identify yours and ours expectations as well as our respective "success factors," resources, and organizational data. The **PWP** will highlight key contractual information and will be kept current throughout the life of each project.

Four clear objectives define our Professional Excellence Goal:

- Client satisfaction
- Team satisfaction
- Operational consistency
- Continuous improvement

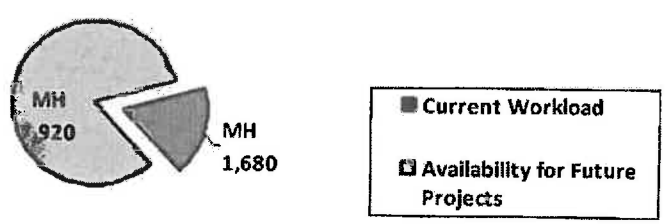
The same project management team will continue through construction, with the specific goal of working together as a team with the contractor/construction manager to achieve a successful completion. Our record of satisfied clients confirms our company's commitment to maintaining a high level of quality and consistency in services, management, and overall capability. Further, it conveys that we as a company will support our clients' expectations and requirements in a professional manner and strive to request input towards continuous improvement.

Our team employs state-of-the art technologies to maximize our productivity, while maintaining a "lean" business model. Our team uses **AutoCAD 14**, enabling us to "file share" easily with all of our sub-consultants and modify documents quickly and accurately. Our team uses **REVIT** as well to "model" projects in 3-D so as to better communicate design intent with the client/users in the early stages, streamline the approval process and coordinate building systems with our engineers before construction ever begins.

We have two registered architects, one graduate architect, one designer/CADD and an office administrator. We have maintained a "lean and adaptable" team throughout the recent economic downturn while "under-promising and over-delivering".

We have more than sufficient design and production capacity to complete projects in the time required.

Current Workload
Availability in Manhours (MH)



Tab A –Company History, Qualifications, Ability and Capacity

The **DJdesign Team** will lead each of the phases of work with the cooperation and input of the City staff and end-users of the proposed project. All final decisions and approvals, as always, rest with the City. We strive for consensus among all parties in the defining the project goals. The following steps are a general guide for project development and, depending upon the scope-of-work, may be applied:

Preliminary Investigation Phase

- Develop electronic base plans from measured drawings or site investigation
- Project schedule and cost model to be used as a guide by the design and construction teams

Programming Phase and Program Definition

- Determine current and future uses of the building or spaces
- Define the day-to-day operation of the facility in order to assure that the end-product functions the way the City staff and public intends.

Conceptual Study Phase

Upon agreement with and acceptance of the programming phase findings, the **DJdesign Team** will create two- and three- dimensional concepts to satisfy the most recent information developed during the programming investigation. Each concept developed will be reviewed with the stakeholders to test for functionality, usability and organization of space within the facility and general "curb appeal". The Revit rendering below demonstrates that process.

Project Budget - Refined

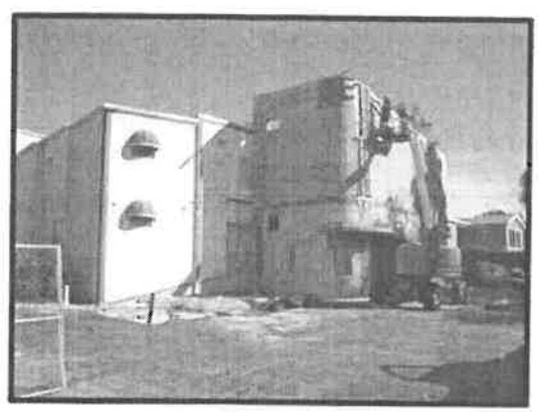
Using the conceptual plans and elevations as a basis of design, the **DJdesign Team** will develop a preliminary project budget. This exercise will help define the quality of materials to be identified in the subsequent phases of design documentation. Staff input and guidance during this phase of service is essential.

Final Design and Construction Documents Phase

Following the conceptual studies will be the progression into the design drawings and construction documents phases. At the completion of each of these phases, the set of design/construction documents will be given to the City for review and comment. **DJdesign** will assist City Purchasing with bidding documents, advertising for bids and analyzing the bid results.

Construction Administration

The implementation of the design does not end with issuance of Construction Documents or issuance of the Building Permit. The **DJdesign Team** will continue a strong presence and leadership role as the project transitions to the Construction Phase. The designer's role continues with the shop drawing reviews, quality control reviews, interpretations, scheduling decisions and operational concerns.



Tab B

Qualifications and Abilities of Professional Personnel

Tab B-Qualifications and Abilities of Professional Personnel

DJdesign Services, Inc.,
Architects and Planners
913 North Nova Road, Holly Hill, Florida 32117
Phone: (386) 255-6987
Fax: (386) 255-6989

Professional Staff:

Dana M. Smith, Architect, Vice-President

Role: Principal in Charge & Lead Project Architect

James M. Wachtel, Architect, President, LEED® Accredited Professional

Role: Project Management & Construction Administration

DJdesign Services, Inc. has extensive experience in these project types:

- Volusia County Fleet Operations Building Remodeling
- Volusia County IT Building Alterations
- Volusia County Agri-Cultural Kitchen Remodel
- Volusia County Branch Jail Entry Plaza
- Volusia County Judges Chamber Renovations
- Volusia County Public Defender Office Renovations
- Volusia County Animal Control Clinic Renovations
- Daytona State College Field House Renovations
- Daytona State College Building 420 Demo
- Daytona State College IT Tech Services Remodel
- Flagler County Public School Plant Services Remodeling
- Flagler County Colbert Land Trailhead Facility
- Flagler County Varn Park Public Facility
- Daytona Play House Addition and Renovations
- City of Holly Hill City Hall Annex Renovations
- City of Holly Hill Market Place Catering Room Alterations
- City of Daytona Beach Golf Club Renovations
- City of Daytona Beach Peabody Auditorium Kitchen Renovations
- City of Daytona Beach Environmental Learning Center and Public Facilities
- City of Daytona Beach Cypress Community Center
- City of Ormond Beach Andy Romano Park and Public Facilities
- City of Ormond Beach City Hall Renovations
- Umatilla Community Center Renovations
- Paisley Civic Center Upgrades
- Get Fitness Gym Renovations

Dana M. Smith, Architect

Principal-in-Charge & Lead Project Architect

Mr. Smith is the co-founder and Vice-President of DJdesign Services, Inc. Mr. Smith has over 38 years of experience as a professional architect. His primary emphasis is on client development, marketing and overall project design. His experience includes public buildings, government complexes, educational facilities, criminal justice facilities, athletic complexes, religious buildings, commercial buildings, museums and recreational facilities.

Mr. Smith's pre-planning and programming skills along with the user's input, informs the design process so that the built space is truly responsive to client needs and goals. His strengths are the comprehensive and seamless management of the design process from start to finish. Mr. Smith works very closely with the client ensuring that his vision is their vision.

EDUCATION

B. Design, Architecture, 1976
University of Florida

B. Architecture, Architecture/Urban Design, 1979
Boston Architectural College

M. Architecture, Architecture, 1985
University of Florida

CERTIFICATIONS

Registered Florida Architect
Registration Number AR0009483

Dana has been with DJdesign for 14 years and has 35+ years of experience.

PROJECT EXPERIENCE:

City of Port Orange:

- Cypress Head Clubhouse Remodeling
- City Hall Master Plan
- City Hall Break Room Remodel
- City Hall Pedestrian Bridge
- Public Safety Building Re-Use Study
- EOC Remodel

City of Daytona Beach:

- Daytona Beach Golf Club Renovations
- Peabody Auditorium Stage Improvements
- Environmental Learning Center
- Main Street Pier Renovations

Flagler County:

- Colbert Lane Trailhead Facility
- Government Services Center
- Emergency Operations Center

County of Volusia:

- Sheriff's IT Building Alterations
- Courthouse Judges Chambers Renovations
- Animal Control Center Remodeling

Daytona State College:

- Conference Center and Guest House
- Honor's Office and Lounge
- B300 Women's Center Renovations
- B200 Writing Center Renovation
- B430 Facilities Planning Remodel
- B450 Kinder Care Remodel
- Classroom of the Future Design
- B210 Library/Café Area Renovation

City of Holly Hill:

- Community Resource Center Renovation
- Historic Market Place Interior Renovation

James M. Wachtel, Architect
LEED® AP

Project Management &
Construction Administration

Mr. Wachtel is the co-founder and President of DJdesign Services, Inc. Mr. Wachtel has over 40 years of experience in all phases of Architectural Planning, Design and Project Management. He approaches each project from the point of view that a successful project is an interdisciplinary collaboration resulting in a single product and service that responds to the client's needs. This approach has resulted in successful projects for numerous public clients.

Mr. Wachtel's responsibilities include management of the overall project. He has had great success in implementing and overseeing the quality control operations of each project. He has consistently coordinated projects that were completed on time and within budget.

EDUCATION

B. Architecture, Architecture, 1970
University of Notre Dame

CERTIFICATIONS

Registered Florida Architect
Registration Number AR0014460

Jim has been with DJdesign for 14 years and has 40+ years of experience.

PROJECT EXPERIENCE:

City of Port Orange:
- YMAC Remodeling
- Allen Green Center
- Amphitheater Addition
- All Children's Park Design Criteria
- Port Orange Causeway D/B

City of Daytona Beach:
- Municipal Stadium Remodeling
- Utilities Department Renovation
- Peabody Auditorium Kitchen Renovations

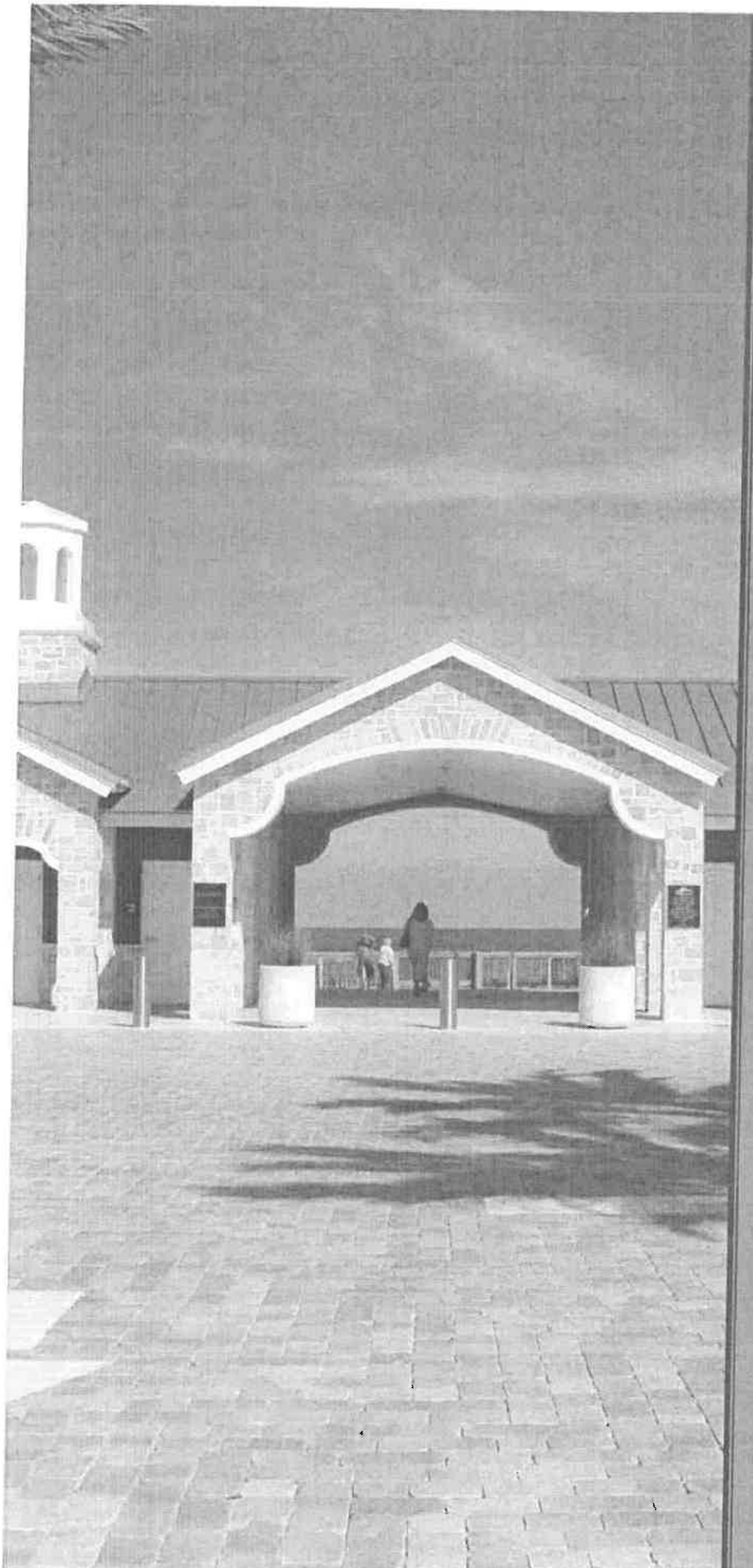
County of Volusia:
- The Ocean Center Expansion
- AG Center Renovations
- GEMS Room Remodel
- Strickland Shooting Range
- Fire Services Rappelling Platform

Florida Power and Light:
- Daytona Beach Service Center Remodel
- Ormond Beach Service Center Remodel

City of Holly Hill:
- Middle School Electrical Renovation
- Middle School Restroom Renovation

Daytona Beach International Airport:
- TSA and New Security Addition
- Baggage Security Area Renovation
- In-Line Baggage Handling Renovation

Daytona State College:
- Outdoor Clock Tower Quad Remodel
- B300 Server Room Renovation
- B220 HVAC Replacement
- Boiler Replacement Remodel
- Campus Wide ADA Restroom Upgrades



Tab C

Experience on Similar Projects

Tab C-Experience on Similar Projects

Daytona State College, Continuing Architectural Design Services

Provide Architectural and Engineering Design Services for all campuses, for projects with construction cost of less than $500,000

Client: Daytona State College
Location: 1200 W. International Speedway Blvd., Daytona Beach, Florida 32114
Client Reference: Steve D. Eckman, P.E., Director of Facilities Planning
Phone: (386) 506-3180 E-mail: eckmans@daytonastate.edu
Years: 2004 - Ongoing

Services Provided:

Full Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

Deltona Campus Falcon Center Remodeling
B100 Public Relations Office Renovations
B300 IT Tech Services Remodeling
B440 Field House Renovations
B310 Room 100A Remodeling
B420 Demolition
B200 Room 305 Renovations

Relevance: We are providing the same services that the City of Port Orange is requesting.

County of Volusia, Continuing Architectural Design Services for County Building Construction Projects

Provide Architectural and Engineering Design Services

Client: County of Volusia
Location: 3811 Tiger Bay Road, Daytona Beach, Florida 32124
Client Reference: Pete Musslewhite, Project Manager
Phone: (386) 248-1760 E-mail: pmusslewhite@volusia.org
Years: 2015 - Ongoing

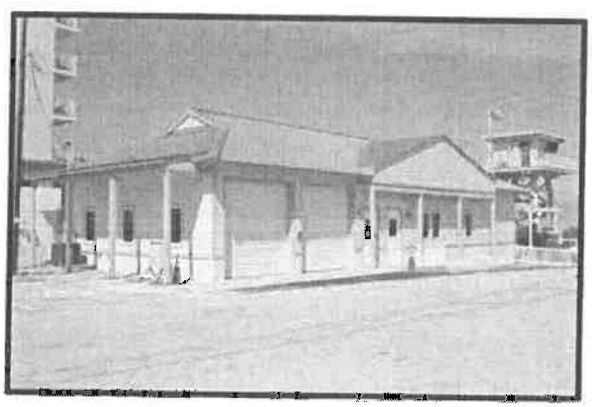
Services Provided:

Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

Cardinal Avenue Lifeguard Station
IT Building Alterations
New GEMS Remodeling
New Deland Courthouse Judges Chambers Renovations
Agri-Cultural Kitchen Remodeling
Fire Services Training Tower Upgrades
Volusia County Council Dais Remodeling
Volusia County Justice Center Court Remodeling
Animal Control Clinic Renovations
DBIA TSA Separation Remodeling/Restroom Alterations
Fire Services Rappelling Platform Remodeling
Fleet Operations Building Remodeling
WVJC Jury Room Alterations
Beachfront Parking
Strickland Shooting Range Remodeling
Branch Jail Entry Plaza
Volusia County Ocean Center Signage
Public Defender Office Remodeling

Relevance: We are providing the same services that the City of Port Orange is requesting.



Tab C-Experience on Similar Projects

City of Daytona Beach, Continuing Architectural Design Services

Provide necessary services to perform work on various capital improvement projects for use by the City.

Client: The City of Daytona Beach
P.O. Box 2451, Daytona Beach, FL 32115
Client Reference: Rick Doyle
Phone: (386) 671-8608 E-mail: doyler@codb.us
Years: 2005 - Ongoing

Services Provided:

Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

Daytona Beach Golf Course Restaurant and Pro Shop Renovations
Ritchey Plaza Fountain
Daytona Beach Golf Club Improvements
Peabody Auditorium Kitchen Renovations
Utilities Department Renovations
Daytona Beach Band Shell Renovations
Daytona Beach Pier Renovations
Bus Stop Shelter at Tarragona Arch Upgrades
Bus Stop Shelter at Daytona Plaza Upgrades
Peabody Auditorium Stage Improvements
Municipal Stadium Concession Remodel

Relevance: We are providing the same services that the City of Port Orange is requesting.


Tab C-Experience on Similar Projects

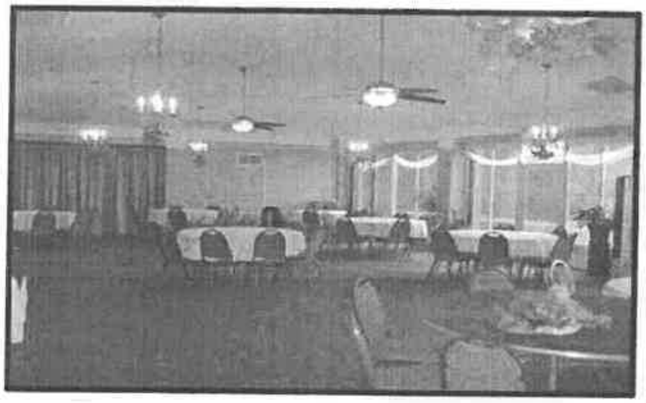
City of Port Orange, Contract for Architectural Design Services

Client: The City of Port Orange, Parks and Recreation
1000 City Center Circle, Port Orange, Florida 32129
Client Reference: Susan Lovallo
Phone: 1-386-506-5852
E-mail: slovallo@port-orange.org

Cypress Head Golf Clubhouse Renovations

Services Provided:

Architectural Design Services from Schematic Design thru Construction Administration for renovations and upgrades to the existing Clubhouse/Banquet Facility. Project included new covered exterior dining areas, new storefront and upgraded HVAC system.



Before

After

Tab C-Experience on Similar Projects

City of Port Orange, Contract for Architectural Design Services

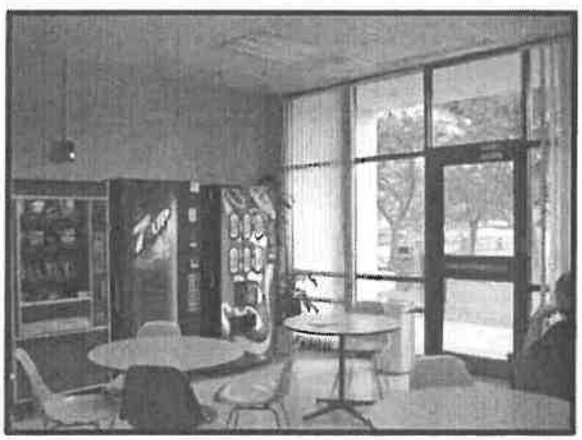
Client: The City of Port Orange, Parks and Recreation
1000 City Center Circle, Port Orange, Florida 32129
Client Reference: Susan Lovallo
Phone: 1-386-506-5852
E-mail: slovallo@port-orange.org

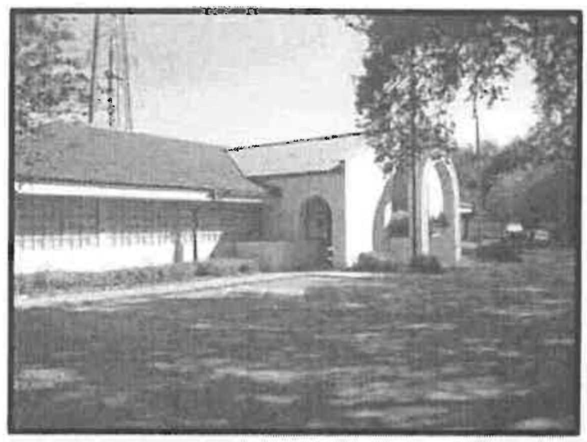
Services Provided:

Architectural Design and Planning Services on various new constructions, renovations, remodeling, alterations, demolition, space planning, life safety and master planning.

Recent Projects:

Public Safety Building Study
Port Orange City Hall Master Plan
Public Safety Building Re-Use Study 2
Public Safety Building Re-Use Study 3
City Hall Break Room Remodel
City Hall Pedestrian Bridge





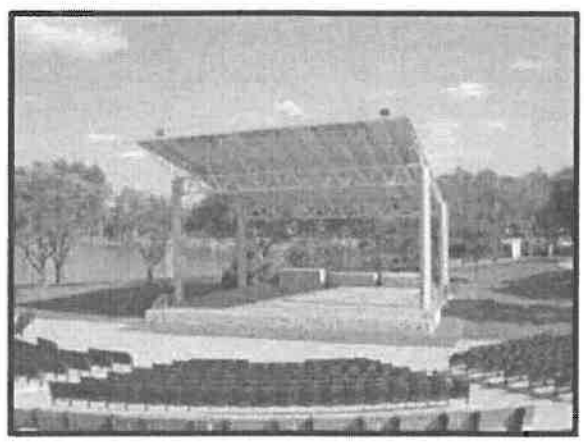
Tab C-Experience on Similar Projects

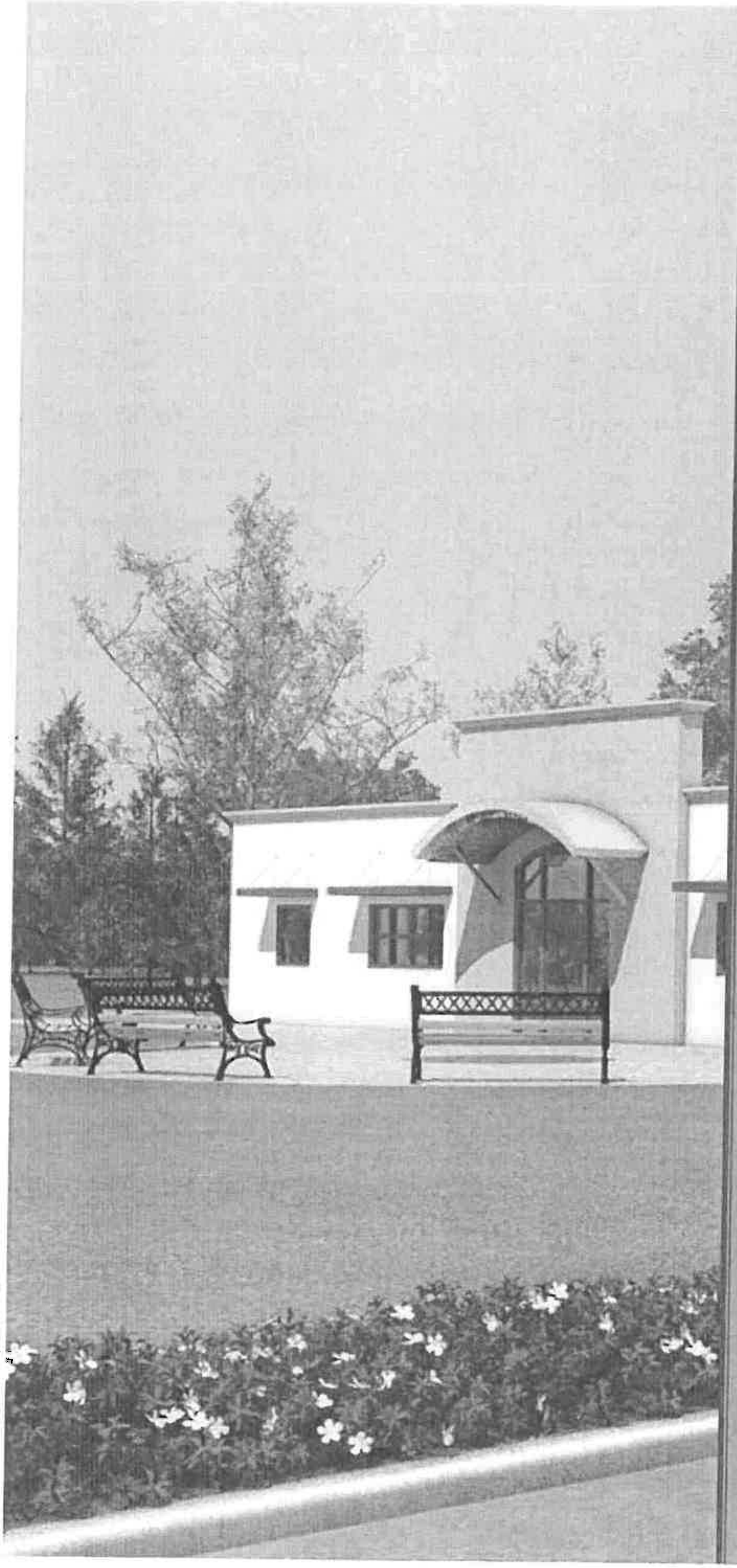
City of Port Orange, Contract for Architectural Design Services

Client: The City of Port Orange, Parks and Recreation
1000 City Center Circle, Port Orange, Florida 32129

Past Projects:

Allen Green Community Center Addition
YMCA Additions and Remodeling
Port Orange Amphitheatre and Stage Roof Criteria





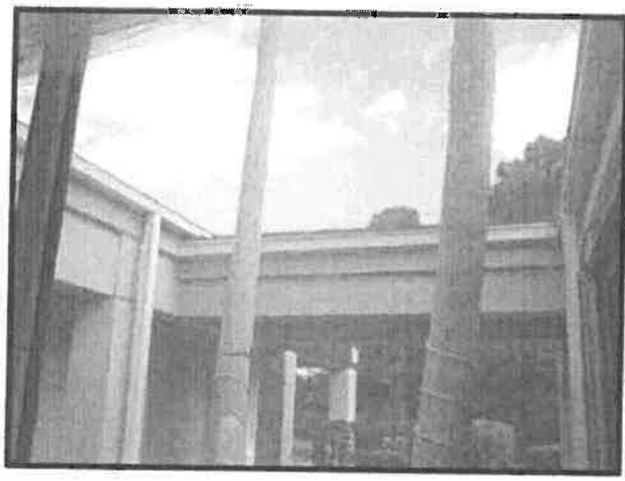
Tab E

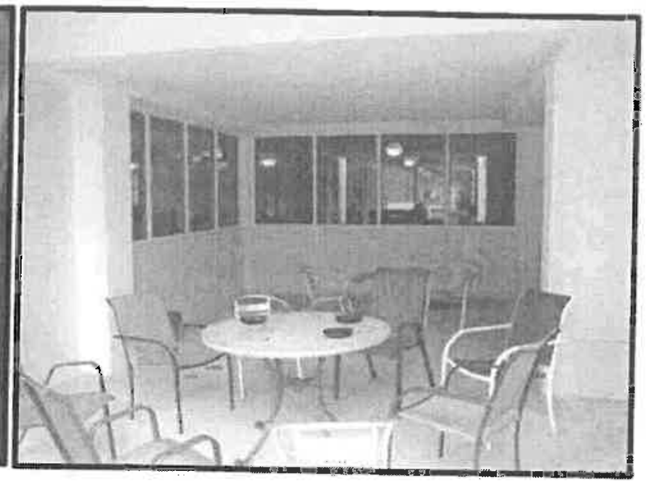
Quality of Innovative Solutions and Project Approach

Tab E-Quality of Innovative Solutions and Project Approach

Project Approach:

At the beginning of the **Cypress Head Golf Clubhouse** project, the **DJdesign Team** was tasked with "roofing-over" two exterior courtyards to capture more covered, exterior space. The initial proposal was for hipped-roofs to be tied into the existing gable roofs. This solution proved to be very costly due to structural and weather-proofing issues. We proposed two low-slope roofs instead, with internal drainage which saved enough money to full air-condition the renovated ballroom.





The **Daytona Playhouse** was originally constructed in the early 1950's and has served the community constantly since. Whereas the auditorium space was more than adequate, the lobby, concessions and, most critically, the toilet facilities were wholly inadequate and inaccessible to the disabled community. The Theater Board was seeking a Volusia County ECHO Grant and the **DJdesign Team** was hired to facilitate a fresh, new lobby/ticketing/concession space and fully-accessible toilets *and* the scheme was deemed worthy enough for a $400,000 award.

Tab E-Quality of Innovative Solutions and Project Approach

The **DJdesign Team** was commissioned by **Daytona State College** to create an Academic Support Center on the main campus with a very tight site and equally-tight budget and schedule. To save time and money we proposed a three-story, concrete tilt-slab building design in lieu of the customary masonry construction process. The tilt-slab method allowed us to 'stand-up' the entire building shell in just over a month's time and it was able to withstand the onslaught of Hurricane Frances while only partially shored-up. As the first building of its kind on any DSC campus, it remains the most economical and easiest-to-maintain.

The **Flagler County Government Services** complex consists of nine buildings including an Emergency Operations Center, Administration Building and Courthouse. During programming and planning, the **DJdesign Team** proposed designing a central energy plant and chilled-water cooling loop to serve the air-conditioning needs of over 300,000 square feet of floor-space. Because of energy-efficient building designs and the chilled-water system, FPL rebated the County over $17,000 in power fees after the first quarter's operations.

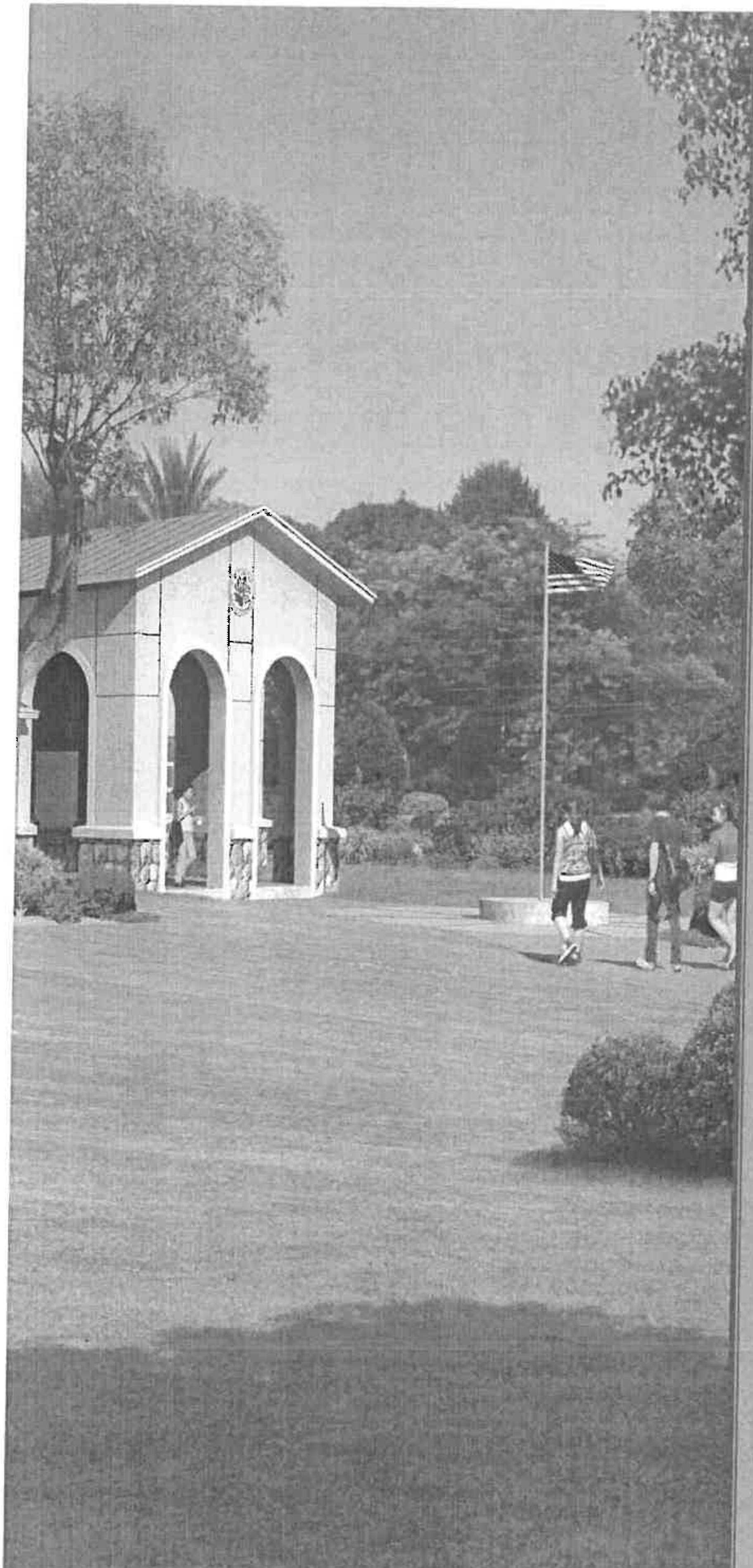
Tab E-Quality of Innovative Solutions and Project Approach

Delivering Projects On-time and Within Budget:

The key to a successful project outcome depends upon the experience and perseverance of the design team leader. In this case we have in Dana Smith the continuity of having worked with many of the City's key staff already. He has helped program, design, schedule and budget most of the upcoming capital projects and understands how the City operates and the economic and social drivers that influence decisions within.

By managing the operational and budgetary expectations early-on and using these project management principles, he can affect consistent quality, cost-control, on-time performance and coordinated document management:

- Consistent and proactive leadership...*all* disciplines...*all* project phases.
- Detailed scheduling with milestone events.
- Careful documentation and distribution of information to the stakeholders.
- In-depth research of requirements, codes and standards.
- Early review with code authorities.
- Use of nationally recognized standards for planning, design and job-costing.
- Quality control of documents.
- Frequent site visits during construction.
- Pro-active responses and thorough documentation.



Tab F

Licenses & Insurance

Tab F-License and Insurance

DJdesign Services, Inc.,

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER	
AA26000567	

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

D J DESIGN SERVICES, INC.
913 NORTH NOVA RD
HOLLY HILL FL 32117

ISSUED: 01/13/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1501130001276

James M. Wachtel, RA, President, Project Management / Construction Administration

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER	
AR0014460	

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

WACHTEL, JAMES M
1880 MANOR WAY
DELAND FL 32726

ISSUED: 01/13/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1501130001261

Dana M. Smith, RA, Vice-President, Principal In Charge / Project Architect

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER	
AR0009483	

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

SMITH, DANA MARSHALL
5 ARCHANGEL CIRCLE
ORMOND BEACH FL 32174

ISSUED: 01/13/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1501130001252

U.S. GREEN BUILDING COUNCIL MEMBER

DJ DESIGN SERVICES, INC

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Jim Wachtel

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™

LEED AP

December 18, 2008

Peter Templeton

2016/ 2017

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Volusia County
FLORIDA

Account # 200306100006 Expires: September 30, 2017
Business Location: 913 N NOVA RD

Business Name: DJ DESIGN SERVICES INC
Owner Name: JIM WACHTEL
Mailing Address: 913 N NOVA RD
HOLLY HILL, FL 32117

BUSINESS TYPE	CODE	COUNT	TAX
Architect or Engineer	461AE		$30.00

* This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
* The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
* The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID:	08/03/2016
RECEIPT #:	Lockbox-15-00091
TOTAL TAX:	30.00
PENALTY:	0.00
TOTAL PAID:	30.00

Business Name: DJ DESIGN SERVICES INC
Owner Name: JIM WACHTEL
Mailing Address: 913 N NOVA RD
HOLLY HILL, FL 32117

Account # 200306100006 Expires: September 30, 2017
Business Location: 913 N NOVA RD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

Client#: 1051554 DJDES

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC,
1715 N. Westshore Blvd. Suite 700
Tampa, FL 33607

CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers Casualty & Surety Co	19038
INSURER C: XL Specialty Insurance Company	37885
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DJ Design Services, Inc.
913 North Nova Road
Holly Hill , FL 32117

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR	X	X	6808782L51A	03/26/2016	03/26/2017	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY; X PRO-JECT; LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		6808782L51A	03/26/2016	03/26/2017	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS; X NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$
	DED; RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB5575Y324	03/26/2016	03/26/2017	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability			DPS9803130	03/26/2016	03/26/2017	$1,000,000 per claim; $1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER
For Proposal Purposes

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

AUTHORIZED REPRESENTATIVE

KEBEW

Tab G

Financial Stability/Litigation and Debarment History

Tab G-Financial Stability/Litigation and Debarment History

DJdesign Services, Inc. is a Florida Corporation wholly owned by Dana M. Smith and James M. Wachtel.

DJdesign Services Inc. has the financial capability and the human resources to manage the design team and provide the Architectural Services noted.

The Corporation engages PNC Bank for our Banking Services which includes checking, savings and line-of-credit services.

Contact is:

1020 Granada Blvd.
Ormond Beach, Florida 32174
(386) 677-6966

The Corporation engages Bennett, Woodward and Associates for Accounting Services.

Contact is:

Mr. Harold Bennett
1238 Ridgewood Ave
Holly Hill, Florida 32117
(386) 252-4669

DJdesign Inc. warrants that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin, the execution or delivery of the firm's obligations or diminish the firm's financial ability to perform the terms of the proposed contract.

DJdesign Inc. is pleased to state that we have never been involved in, nor are currently involved in any type of claims or litigation.

DJdesign Services, Inc. has never been terminated from any contract agreement for any cause.

DJdesign Services, Inc., DUNS Number is 135391212

State of Florida
Department of State

I certify from the records of this office that DJDESIGN SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on August 16, 2002.

The document number of this corporation is P02000089023.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 25, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of January, 2016

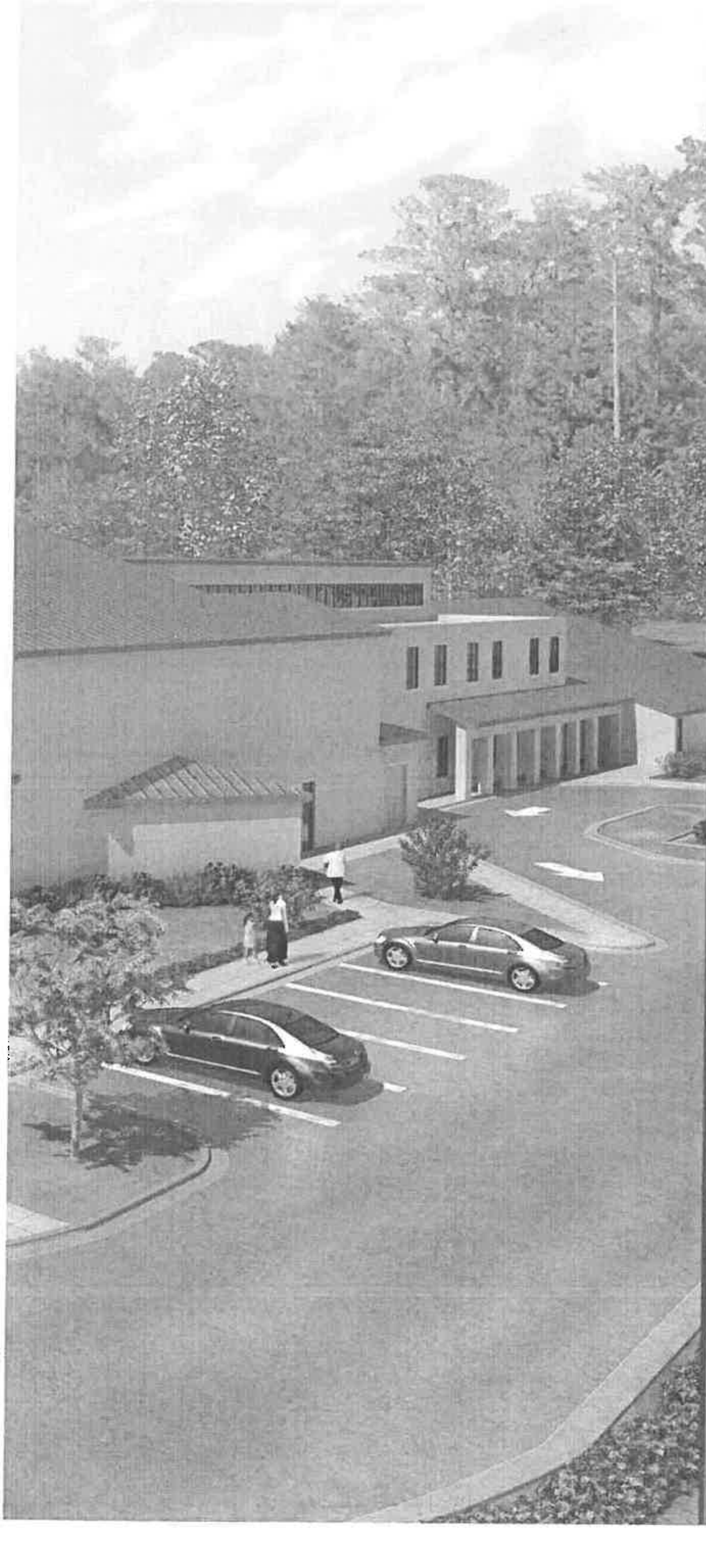
Ken Detzner

Secretary of State

Tracking Number: CC2681386440

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Tab H

Client References for Similar Projects

Tab H: Client References For Similar Projects

Daytona State College, Continuing Architectural Design Services Contract

Contract awarded in 2004 with renewals and extensions thru 2016 with two years of extensions

Steven D. Eckman, P.E., Director of Facilities Planning
Daytona State College
1200 West International Speedway Blvd.
Daytona Beach, Florida 32114
(386) 506-3180
eckmans@daytonastate.edu

Volusia County, Continuing Architectural Design Services Contract

Contract awarded in 2015 – On-going

Peter H. Musslewhite, Facilities Engineer
County of Volusia, Financial & Administrative Services
3811 Tiger Bay Road
Daytona Beach, Florida 32124
(386) 248-1760
pmusslewhite@volusia.org

Flagler County Public School District, Continuing Architectural Design Services Contract

Contract awarded in 2012 with renewals and extension thru 2017 with two years of extensions

Chuck Coates, Project Manager
Flagler County Public School District, Plant Services
5400 Highway 100 East, Palm Coast, FL 32164
Phone: (386) 586-5192
coatesc@flaglerschools.com

Tab I

Required Documents

SECTION 9 – REQUIRED FORMS

FORM 9.1 – STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST

✓ Form 9.2 – Vendor's Acknowledgement Form

✓ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form

✓ Form 9.4 – Drug Free Preference Statement

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

✓ Form 9.6 – Affidavit of Anti-Collusion Form

✓ Form 9.7 – Authorized Signatures/Negotiators

✓ Form 9.8 – Vendor Application Form

✓ W-9 Form

✓ Copy of Certificate of Insurance

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

BY: DJdesign Services, Inc.,
Vendor

[signature]
Authorized Signature

August 26, 2016
Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT OF QUALIFICATIONS IS SUBMITTED:

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

DJdesign Services, Inc. NAME OF BUSINESS	913 North Nova Road MAILING ADDRESS
[signature] AUTHORIZED SIGNATURE	Holly Hill, Florida 32117 CITY, STATE & ZIP CODE
Dana M. Smith, RA, Vice-President NAME, TITLE, TYPED	1-386-255-6987 1-386-255-6989 TELEPHONE NUMBER / FAX NUMBER
11-3654812 FEDERAL IDENTIFICATION #	dsmith@djdesigninc.com E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 26th, 20 16 by Dana M. Smith, RA, VP, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires SHANNON DEE FOOR NOTARY PUBLIC STATE OF FLORIDA Comm# FF028797 Expires 9/16/2017

Shannon Foor
Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # _______ Date: ____________ Addendum # _______ Date: ____________

Addendum # _______ Date: ____________ Addendum # _______ Date: ____________

* *

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

DJdesign Services, Inc.,
Name of Business

Dana M Smith
Authorized Signature

August 26, 2016
Date

DANA M. SMITH
Print Name

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 26th, 20 16 by Dana M. Smith, RA, VP, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Shannon Foor
Notary Public

SHANNON DEE FOOR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF[illegible]
Expires 9/15/2017

This form must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Name of Firm: DJdesign Services, Inc.,

By: Dana M. Smith, RA, VP
(Name and Title)

Date: August 26, 2016

The foregoing instrument was acknowledged before me this 26th day of August, 2016 by Dana M. Smith, as Vice-President of DJdesign and who: [X] is personally known to me; or [__] has produced ______________________ as identification.

SHANNON DEE FOOR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF028797
Expires 9/15/2017

Notary Public, State of Florida

This document must be completed and returned with your Submittal

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

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

Before me, the undersigned Authority, personally appeared affiant Dana M. Smith VP, who, being by me first duly sworn, made the following statement:

1. The business address of DJdesign Services, Inc., (name of Offeror or business) is 913 North Nova Road, Holly Hill, Florida 32117.

2. My relationship to DJdesign Services, Inc., (name of Offeror or business) is Vice-President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is ________________. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

(Authorized Signature) [signature]

August 26, 2016
(Date)

Dana M. Smith, RA, VP
(Print Name)

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 26th day of August, 2016 by Dana M. Smith as VP of DJdesign and who: [X] is personally known to me; or [ ] has produced ________________ as identification.

Shannon Foor
Notary Public, State of Florida
Printed Name, Commission Seal and Term Expiration Date

SHANNON DEE FOOR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF028797
Expires 9/15/2017

This document must be completed and returned with your

FORM 9.6. – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM: DJdesign Services, Inc.,

SIGNED BY: Dana M Smith

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

PRINTED SIGNATURE: Dana M. Smith, RA

TITLE: Vice-President

ADDRESS: 913 North Nova Road

CITY: Holly Hill STATE: Florida ZIP CODE: 32117

TELEPHONE: 1-386-255-6987 FAX: 1-386-255-6989

COMPLETION TIME: __________

F.E.I.N. NUMBER: 11-3654812

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

NO PROPOSAL (REASON): __________

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

Name		Title		Phone #
	Dana M. Smith, RA		Vice-President	1-386-255-6987
	James M. Wachtel, RA		President	1-386-255-6987

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 - VENDOR APPLICATION

City of Port Orange
Vendor Application

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

Date: August 26, 2016

FIRM NAME: DJdesign Services, Inc.,

ADDRESS: 913 North Nova Road

CITY: Holly Hill STATE: Florida ZIP CODE: 32117

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

ADDRESS: 913 North Nova Road, Holly Hill, Florida 32117

TEL. # (including area code): 1-386-255-6987 FAX.# 1-386-255-6989

SIGNATURE PERSON FILING APPLICATION: Dana M Smith

PRINTED NAME: Dana M. Smith, RA

TITLE: Vice-President

FEDERAL I.D. (F.E.I.N.) # 11-3654812

E-MAIL ADDRESS: dsmith@djdesigninc.com
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☒ Y ☐ N State Incorporated: Florida Year: 2002

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

ATTORNEY TRUST ACCOUNT NAME: __________

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

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

*** NOTE TO VENDORS***

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

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

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

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

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

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

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

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

Signature of Person Completing Form: Dana M. Smith

Printed/Types Name: Dana M. Smith, RA Title: Vice-President

Commodity/Services Architectural Design and Planning Services

This document must be completed and returned with your Submittal

W-9 Form

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
DJdesign Services, Inc.,

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Exempt payee

☐ Other (see instructions) ▸

Address (number, street, and apt. or suite no.)
913 North Nova Road

Requester's name and address (optional)

City, state, and ZIP code
Holly Hill, Florida 32117

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

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

Employer identification number
1 1 – 3 6 5 4 8 1 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▸ [signature] | Date August 26, 2016

This document must be completed and returned with your Submittal

General Instructions

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

Purpose of Form

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

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

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

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

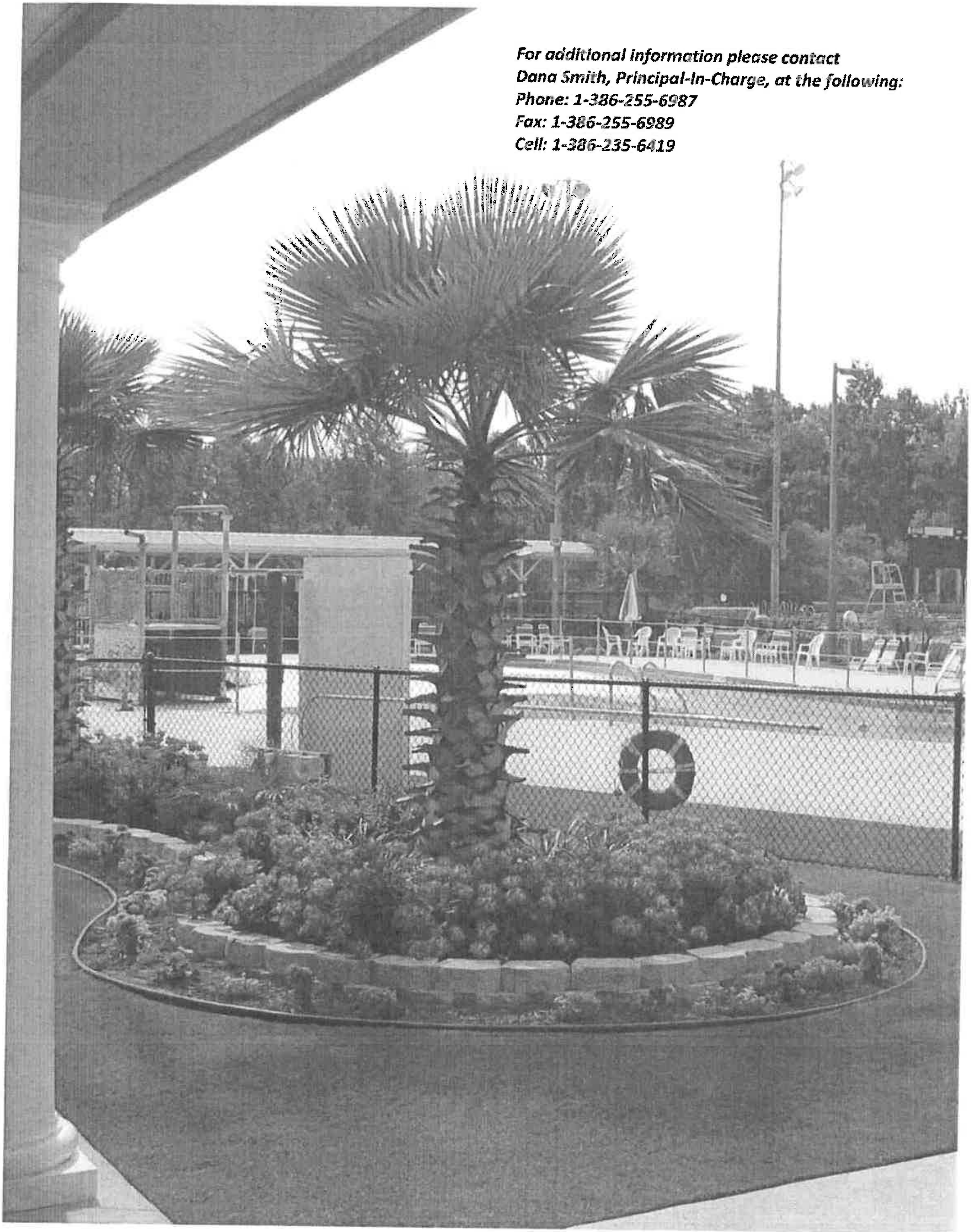
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

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

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

Why Select DJdesign?

- *We are very experienced with these types of projects!*
- *We are readily accessible and very responsive!*
- *We are innovative and budget-sensitive!*
- *We enjoy repeat business from satisfied clients!*
- *We provide strong project management as 'hands-on' professionals!*
- *We provide aggressive and pro-active construction phase services!*



For additional information please contact
Dana Smith, Principal-In-Charge, at the following:
Phone: 1-386-255-6987
Fax: 1-386-255-6989
Cell: 1-386-235-6419

[DMF 08.01.16]

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENTS OF QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL SERVICES
RFSQ #16-36

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

Prepared by: Diana M. Fye, CPPB, FCPA, Purchasing Manager

Release Date: August 5, 2016

Statement of Qualifications Due Date and Time: August 26, 2016 at 2:30 p.m.

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

Legal Notice to Proposers
RFSQ #16-36 Professional Architectural Services

Notice is hereby given that the City of Port Orange, Florida pursuant to and in compliance with the Consultants Competitive Negotiation Act, Florida Statutes 287, Section 287.055 is seeking Statements of Qualifications for Professional Architectural Services. Submissions of Statements of Qualifications (Statements) will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on August 26, 2016** which may be amended by addendum issued by the City. All untimely Statements will not be considered and will be returned to the Proposer unopened. All Statements will be evaluated to ensure they contain all required forms in order to deem the Proposer responsive or non-responsive. Statements will be opened and read aloud at 2:30 P.M. in Council Chambers.

DESCRIPTION: The purpose of this RFSQ is to establish a master agreement for professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange.

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

Copies of the RFSQ documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, purchdiv@port-orange.org and reference "Questions on RFSQ #16-36, Professional Architectural Services" in the subject line. Last day for questions will be **August 12, 2016 at 5:00 PM.**

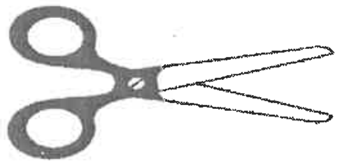
All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

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

Statements of Qualifications shall be **submitted in the City Clerk's office** with one (1) original (marked as "Original"), six (6) identical copies, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFSQ #16-36, Professional Architectural Services".**

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **August 5, 2016**

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



SEALED STATEMENT OF QUALIFICATIONS * DO NOT OPEN

SEALED STATEMENT NO. RFSQ #16-36

STATEMENT TITLE: Professional Architectural Services

DUE DATE/TIME: August 26, 2016 at 2:30 pm

SUBMITTED BY: ______________________

(Name of Company)

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

DATE/TIME RECEIVED: ______________________

(To be stamped by Clerk's Office)

Contents

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications from Vendors for the provision of professional Architectural Services, in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"), as described herein.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:	August 5, 2016
Deadline for Questions:	August 12, 2016 by 5:00 p.m.
Final Addendum Posting:	August 19, 2016
Statements Due:	**August 26, 2016 by 2:30 p.m.**
Evaluation Committee Meeting	1:30 p.m., September 6, 2016
Shortlisted Firms Presentations/Discussions	September 13, 2016
City Council Meeting for Approval of Recommendation of Award	September 20, 2016

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

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

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

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

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

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

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

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

QUESTIONS REGARDING THIS RFSQ:

All questions shall reference "Questions on RFSQ # 16-36 Professional Architectural Services" in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date and time referenced in the Timeline above to:

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

ADDENDA REGARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS:

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

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

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

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

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

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

CLARIFICATIONS:

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

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

MINIMUM QUALIFICATIONS:

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

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

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

EXCEPTIONS TO SPECIFICATIONS:

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

STATEMENT OF QUALIFICATIONS SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF STATEMENTS OF QUALIFICATIONS:

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

WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS:

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

OPENING OF STATEMENTS OF QUALIFICATIONS:

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

REJECTION OF STATEMENTS OF QUALIFICATIONS:

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

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

(a) Failure to update the information on file including address, product, service or business descriptions.

(b) Failure to perform according to contract provisions.

(c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

(d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.

(e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(f) Other reasons deemed appropriate by the City.

NO LOBBYING:

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

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

[The remainder of this page is intentionally left blank]

SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects nor will the Architect perform any project for the City during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial proposal. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services

The top ranked firms will submit a detailed scope of services for consideration during negotiations for individual work authorizations under the continuing service contract. The negotiated scope of professional services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all proposals received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant's Competitive Negotiations Act requirements. Compensation will be negotiated between the City and the awarded firms.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant's billing shall be provided.

The City's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

- Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

- Prepare time scaled diagrams showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;

- Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.

- Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);

- Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:

  (a) Site Visits/Special Permits: The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

  (b) Preliminary Sketches and Opinion of Probable Construction Costs: The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.

  (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by permitting and regulatory agencies and the Contract Administrator.

(d) Original Drawings – Final Plans: Upon approval of final plans the Architect shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Architect shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(e) Revision of Final Drawings and Specifications: The Architect shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.

(f) Bidding: The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.

(g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced for a project in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City.

(h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

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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

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. **ANTI-COLLUSION STATEMENT**

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

4. **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.

5. **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.

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

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

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

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

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

7. **AWARDS**

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

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

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

8. **BID RETURNS**

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

9. **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.

10. **BID/PROPOSAL TABULATION**

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

11. **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.

12. **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.

13. **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 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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)

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **EVALUATING RFPs/RFSQs/ITNs**

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

33. **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.

34. **FACILITIES**

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

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.*

41. **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.

42. **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.

43. **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.

44. **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, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney'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.

45. **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.

46. **INSURANCE**

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

47. **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.

48. **INSURANCE REQUIREMENTS**

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation Additional Coverage:	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 inured 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	

49. **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.

50. **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.

51. **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.

52. **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.

53. **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.

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

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

55. **LITIGATION HISTORY:**

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

56. **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.

57. **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.

58. **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.

59. **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.

60. **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.

61. **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.

62. **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.

63. **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).

64. **PATENTS/COPYRIGHTS**

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

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

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

66. **PREPARATION OF RESPONSES**

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

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

67. **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.

68. **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.

69. **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.

70. **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.

71. **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.

72. **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.

73. **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.

74. **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.

75. **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.

76. **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.

77. **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.

78. **RECYCLED MATERIALS**

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

79. **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.)

80. **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.

81. **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.

82. **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.

83. **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.

84. **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.

85. **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.

86. **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.

87. **SEPARATION AND DISTRIBUTION**

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

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

88. **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.

89. **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.

90. **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.

91. **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.

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

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

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

93. **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.

94. **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.

95. **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.

96. **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.

97. **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.

98. **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.

99. **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.

100. **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.

101. **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.

102. **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.

103. **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.

104. **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 have the authority to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29)

105. **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.

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM:

The term of the contract shall be for an initial three (3) year period with two (2) additional one (1) year renewal options.

ELIGIBILITY OF FIRM:

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

Statements of Qualifications will be considered from Firms who have adequate personnel and equipment and who are so situated as to perform prompt service, who maintain the regular business hours of approximately 8:00 AM to 5:00 PM, Monday through Friday, except for City holidays.

The City reserves the right to conduct an inspection of the proposer's facility and equipment prior to award of the RFSQ.

Proposals will be considered only from Firms which are regularly engaged in the business as described in the RFSQ document; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions stated herein. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

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SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

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

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

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

In conjunction with other material and information requested in the RFSQ, all Vendors responding to this solicitation shall provide one (1) original (marked as "Original"), six (6) identical copies, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

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

STATEMENT OF INTEREST:

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

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY: (15 Evaluation Points)

- Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm.
- Provide a statement of the firm's qualifications, ability, and capacity to perform the scope of work, not exceeding ten (10) pages. Include a description of the manner in which you will successfully complete the proposed work.
- This section should also include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.

- Within this section, please also include a list, table, or graphic along with a short narrative explanation depicting services or practice areas in which the firm/team has exceptional expertise in specific service(s) or niche practices.

TAB B – QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL: (15 Evaluation Points)

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
    - Names;
    - Titles;
    - Organization structure for the proposed project team;
    - Firm names (if sub-consultants are involved); and
    - Clearly identify the proposed role in the project team for each person.

- **For each person named**, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:
    - The professional qualifications and experience for each person;
    - A summary of experience on projects similar to that described by this RFSQ; and
    - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

TAB C – EXPERIENCE ON SIMILAR PROJECTS (include City of Port Orange projects): (20 Evaluation Points)

- Without exceeding fifteen (15) pages total, provide descriptions at least three (3) projects of similar size and scope of this RFP and the manner in which you have experience and have completed or will successfully complete the work. Do not include projects completed more than five (5) years ago.

- Include the project name, date, location, associated team members, project summary, and the dates of completion or projected dates of completion.

- Describe any specific problems that were encountered during the project and how those problems were addressed.

- Where similar services were provided, list all contract terminations within the past five (5) years due to any circumstance other than contract expiration or non-renewal.

- Projects for the City of Port Orange may be included in this section.

TAB E – QUALITY OF INNOVATIVE SOLUTIONS and PROJECT APPROACH: (10 Evaluation Points)

- Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings.

- Explain in concept how your firm will deliver projects on time and within budget.

TAB F – LICENSES/INSURANCE: (5 Evaluation Points)

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active."
- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.
- Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB G – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY: (5 Evaluation Points)

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

  This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.

  This shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB H – CLIENT REFERENCES FOR SIMILAR PROJECTS: (10 Evaluation Points)

- Provide a maximum of three (3) Client References (do NOT include the City of Port Orange) within the last three (3) years for the services described in this RFSQ. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided. ***City of Port Orange shall not be listed as a current contract. *The information provided under this tab, must be current and the City must be able to contact for verification as part of the evaluation process.**

- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.

- Below is a sample of the verification questions that may be used:

1. What type of services did the Vendor do for you? What was the scope of the project?
2. Did they meet the terms of the contract?
3. Was the project completed on time and within budget?
4. Did the Vendor keep you apprised on any issues with the project? How well did the Vendor communicate with you?
5. Did they respond in a timely manner to calls, requests, etc.?
6. Did they provide adequate staff to take care of the needs of your company/agency?
7. Did the Vendor manage sub-consultants and/or sub-contractors?
8. How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?
9. What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 3-5 years?
10. Overall, would you recommend this Vendor?

TAB I – REQUIRED DOCUMENTS:

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

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

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SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION CRITERIA:

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

EVALUATION CRITERIA for WRITTEN STATEMENTS of QUALIFICATIONS **CATEGORY SCORE**

A. *QUALIFICATIONS and RELATED EXPERIENCE: (Max 50 points outlined below)*

(1) *Company History, Qualifications, Ability, and Capacity (Key Principal)............................(15 points)*
- *8-15 points – More than 5 years of related experience and able to meet City's needs*
- *4-7 points – 3 to 4 years of related experience and able to meet City's needs*
- *1-3 points – 1 to 2 years related experience and able to meet City's needs*
- *0 points – No prior related experience*

(2) *Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team) ....(15 points)*
- *8-15 points – More than 5 years of related experience*
- *4-7 points – 3 to 4 years of related experience*
- *1-3 points – 1 to 2 years related experience*
- *0 points – No prior related experience*

(3) *Experience with Related Scope of Work Required with this RFSQ....................................(20 points)*
- *13-20 points – 3 or more directly related projects*
- *6-12 points – 1 to 2 directly related projects*
- *1-5 points – Similar but not directly related projects*
- *0 points – No directly related or similar projects*

B. *STRENGTH of STATEMENT of QUALIFICATIONS and APPROACH: (Max 30 points outlined below)*

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

(2) *Understanding of Scope of Services..(10 points)*
- *8-10 points – Demonstrated exceptional understanding of the scope of services*
- *4-7 points – Understands the scope of services*
- *1-3 points – Has some understanding of the scope of services*
- *0 points – Has no solid or working understanding of the scope of services*

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

C. <u>*LICENSES/INSURANCE*</u>*: (Max 5 points)*

(1) Copies of Required Licenses, Certifications, Sunbiz Report, Proof of Insurance................. (5 points)
- *5 points – Provided copy of required licenses and certifications, Sunbiz report, and proof of insurability per insurance requirements listed in the RFSQ*
- *3-4 points – Provided copy of required licenses and certifications and proof of insurability per insurance requirements listed in the RFSQ*
- *1-2 point – Provided only copy of Sunbiz report and proof of insurability per insurance requirements listed in the RFSQ*
- *0 points – Provided no licenses nor proof of insurability per insurance requirements listed in the RFSQ*

D. <u>*FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY*</u>*: (Max 5 points)*

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

E. <u>*REFERENCES*</u>*: (Max 10 points overall)*

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

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

Total Maximum Points (100 points)

<u>RFSQ SCHEDULE:</u>

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

<u>EVALUATION PROCEDURE:</u>

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

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

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

1. Responsiveness of the Statement related to the Scope of Services;

2. The ability, capability and skill of the Vendor to perform the contract, including the range of services offered.

3. Whether the provider can perform the contract within the time specified without delay or interference.

4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;

5. The character, integrity, reputation, judgment, experience and efficiency of the Vendor;

6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;

7. The quality of performance of previous contracts;

8. The number and scope of conditions attached to the bid or proposal;

9. Responsiveness of client references;

10. Such other information as may be secured.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

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

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

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

FINAL RANKING AND RECOMMENDATION FOR AWARD:

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

EVALUATION CRITERIA for ORAL PRESENTATIONS **CATEGORY SCORE**

A. *QUALIFICATIONS and RELATED EXPERIENCE: (Max 60 points outlined below)*

(1) Company History, Qualifications, Ability, and Capacity (Key Principal)............................(20 points)

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

(3) Experience with Related Scope of Work Required with this RFSQ.................................(20 points)

B. *STRENGTH of STATEMENT of QUALIFICATIONS: APPROACH AND SCHEDULE: (Max 40 points outlined below)*

(1) Understanding of Scope of Services..(20 points)

(2) Quality of Innovative Solutions and Project Approach ....(20 points)

Total Maximum Points (100 points)

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

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST

_______ Form 9.2 – Vendor's Acknowledgement Form

_______ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form

_______ Form 9.4 – Drug Free Preference Statement

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

_______ Form 9.6 – Affidavit of Anti-Collusion Form

_______ Form 9.7 – Authorized Signatures/Negotiators

_______ Form 9.8 – Vendor Application Form

_______ W-9 Form

_______Copy of Certificate of Insurance

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

BY: ______________________________________
Vendor

____
Authorized Signature

____
Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT OF QUALIFICATIONS IS SUBMITTED:

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

____

____

NAME OF BUSINESS	MAILING ADDRESS
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF ____________________ COUNTY OF ____________________________

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

My Commission Expires: ______________________________

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # _______ Date: ____________ Addendum # _______ Date: ____________

Addendum # _______ Date: ____________ Addendum # _______ Date: ____________

* *

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

____
Name of Business

______________________________________ ______________________________
Authorized Signature Date

____
Print Name

STATE OF ____________________ COUNTY OF ___________________________

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

My Commission Expires:

____
Notary Public

This document must be completed and returned with your Submittal

FORM 9.4 – 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 Firm: ____

By: ______________________________
(Name and Title)

Date: ____________________

The foregoing instrument was acknowledged before me this _____ day of ____________, 20__, by ________________, as ______________ of _____________ and who: [__] is personally known to me; or [__] has produced ________________________________ as identification.

____
Notary Public, State of

This document must be completed and returned with your Submittal

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

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

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

1. The business address of ____ (name of Offeror or business) is ____

2. My relationship to ____ (name of Offeror or business) is ____________________ (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is ______________________________. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

______________________________ ______________________________

(Authorized Signature) (Date)

____

(Print Name)

STATE OF ____________________ COUNTY OF ____________________

The foregoing instrument was acknowledged before me this _____ day of ____________, 20__, by ________________, as ______________ of ______________ and who: [__] is personally known to me; or [__] has produced ______________________________ as identification.

____

Notary Public, State of ______________

Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your Submittal

FORM 9.6. – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM:____

SIGNED BY:____

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

PRINTED SIGNATURE: ____________________________________

TITLE: ____

ADDRESS: ____

CITY: ____________________STATE: ________ ZIP CODE: ________

TELEPHONE: ____________________FAX: ____________________

COMPLETION TIME: ____________________________________

F.E.I.N. NUMBER:____________________________________

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

NO PROPOSAL (REASON): ____________________________________

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

Name ______________________ Title ______________________ Phone # ______________

______________________ ______________________ ______________

______________________ ______________________ ______________

______________________ ______________________ ______________

____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 - VENDOR APPLICATION

City of Port Orange
Vendor Application

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

Date: ___________

FIRM NAME: ____

ADDRESS: ____

CITY: ______________________ STATE: ________ ZIP CODE: __________

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

ADDRESS: ____

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

SIGNATURE PERSON FILING APPLICATION: ______________________________

PRINTED NAME: ____

TITLE: ____

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

E-MAIL ADDRESS: ____
(Authorized Company Representative)

COMPANY STATUS:
INCOPRORATED: ☐ Y ☐ N State Incorporated:__________________ Year:________

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

ATTORNEY TRUST ACCOUNT NAME: ______________________________________

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

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

*** NOTE TO VENDORS***

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

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

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

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

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

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

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

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

Signature of Person Completing Form: ______________________________

Printed/Types Name: ______________________ Title: ______________

Commodity/Services ______________________________

____

This document must be completed and returned with your Submittal

W-9 Form

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

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

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

Sign Here	Signature of U.S. person	Date

This document must be completed and returned with your Submittal

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

Exhibit “2”

Sample Task Authorization

(Exhibit “2” includes a total of 3 pages)

TASK AUTHORIZATION NO. __
Master Contract for Architectural Services dated __________________
Between the City of Port Orange, Florida and DJ Design Services, 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 **DJ DESIGN SERVICES, INC.**, a Florida corporation with its principal place of business at 913 North Nova Road, Holly Hill, Florida 32117 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Architectural Services dated __________, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to ________________ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."

3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed $___________. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

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

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

Witnesses: **DJ DESIGN SERVICES, INC.**

______________________________ By:______________________________

Printed Name:______________________ James M. Wachtel, President

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

____

Printed Name:______________________ Date:______________________

Witnesses:

CITY OF PORT ORANGE

____

Printed Name:__________________________

By:________________________________

Michael H. Johansson, City Manager

____

Printed Name:__________________________

Date:______________________________

Witnesses:

ATTEST:

____

Printed Name:__________________________

By:________________________________

Robin L. Fenwick, CMC, City Clerk

____

Printed Name:__________________________

Date:______________________________

[CA 5524

CHANGE ORDER NO. 1
To Task Authorization No. 2 dated March 23, 2017
Master Contract for Architectural Services, dated January 24, 2017
DJ DESIGN SERVICES, INC., Contractor

Project: Task Authorization No. 2 – Police Dept. evidence storage area indoor air quality ("IAQ") remediation – architectural/mechanical design

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $19,800.00	Original Contract Times Final Completion 90 days (From written notice to Contractor)
Net changes from previous Change Order: N/A $0.00	Changes in contract time from previous Change Orders: N/A 0 days
Contract Price prior to this Change Order: $19,800.00	Contract Completion Date prior to this Change Order: Final Completion: June 28, 2017 date
Net Increase (decrease) of this Change Order No. 1: $14,625.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 732 days
Contract Price with all approved Change Orders: $34,425.00	Contract Times with all approved Change Orders: Final Completion: Upon Final Completion of Construction

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under Task Authorization No. 2 entered into by and between the parties on March 23, 2017.

II. REQUIRED CHANGES: To provide for unforeseen testing of the foundation, walls and other areas, which includes mold remediation. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? No.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of Task Authorization No. 2 subject to a limit up to but not to exceed $34,425.00. 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:
PORT ORANGE POLICE DEPARTMENT
CAPT. AARON MCILRATH
Department Project Manager

By:______________________________
Aaron McIlrath, Police Captain

Date Signed:______________________

ACCEPTED BY:
DJ DESIGN SERVICES
Contractor

By:______________________________
James M. Wachtel, President

Date Signed:______________________

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:_______________________________
Thomas Grimaldi, Police Chief

Date Signed:_______________________

City Manager

By:_____________**N/A**_____________
M.H. Johansson, City Manager

Date Signed:_______________________

If Council approval is required:

Affirmed:

By:_______________________________
Donald O. Burnette, Mayor

Date Signed:_______________________

____
Robin L. Fenwick, CMC, City Clerk

Date Signed:_______________________

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **03/20/2018**

Consent item: Yes

SUBJECT: (B8) Concurrency and Fair-Share Agreement for the Port Orange Gateway Center Lot 3A Site Plan - Case No. 17-80000007

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Concurrency and Fair-Share Agreement for Port Orange Gateway Center Lot 3A Site Plan

SUMMARY: The Gateway Center Lot 3A multi-tenant building is proposed to be located on the north side of Town Dunlawton Avenue, west of Chick-fil-A. The proposed Concurrency Fair-Share Agreement has been prepared in conjunction with the site plan for the development of 10,250 square-foot multi-tenant building on approximately 2.06 acres, along with associated on-site improvements.

The Traffic Impact Analysis (TIA) completed by LTG Engineering & Planning, projects impact to the Williamson/Taylor intersection, Taylor Road, and Williamson Boulevard upon completion of the development. Based on the TIA prepared, the owner is required to make a $28,737 fair-share mitigation payment for the 37 PM peak hour trips generated per day from the development. The Concurrency and Fair-Share Agreement is to document the number of vested trips being used by the proposed 10,250 square-foot multi-tenant building and to mitigate the impact of the new traffic generated from the development. The fair-share mitigation payment will be credited towards the Yorktowne Boulevard Extension and Summer Trees Road projects. The Concurrency and Fair-Share Agreement has been executed by the property owner and is attached for review.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Concurrency & Fair Share Agreement for Lot 3A	Concurrency & Fair Share Lot 3A.pdf
2.	Exhibit A-1 & A-2 to Concurrency & Fair Share Agreement	Exhibit A-1 & A-2 Lot 3A.pdf
3.	Exhibit B-1 to Concurrency & Fair Share Agreement	Exhibit B-1 Lot 3A.pdf

Penelope Cruz Created/Initiated - 02/08/2018

Tim Burman	Approved - 02/08/2018
Shannon Balmer	Approved - 02/14/2018
Jake Johansson	Approved - 02/16/2018
Robin Fenwick	Final Approval - 02/16/2018

Document Prepared by:
Shannon K. Balmer,
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

CONCURRENCY AND FAIR SHARE AGREEMENT
(Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of _________________, 2018, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); 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 (the "Developer").

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement (“Agreement”), are exhibits describing in greater detail the parties hereto, real property, traffic study and transportation improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed and previously approved by the parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described within the Project Data on the attached **Exhibits “A-1” and “A-2”** (the “Project”); Developer desires to permit, develop and, if appropriate, plat the real property described and, in addition to other requirements, is seeking to comply with the City's concurrency and proportionate fair share requirements for roads/traffic circulation under Chapters 4 and 21 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop a multi-tenant commercial unit on approximately Two (2.0) acres of real property more particularly described in **Exhibit “B-1,”** attached hereto and incorporated herein by reference (Port Orange Gateway Center Lot 3A), which will generate 39 P.M. Peak Hour Trips;

WHEREAS, the transportation improvements ("Concurrency Improvements") described in the attached Exhibits are required in order for the Project to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Project(s) or, in the alternative, said Concurrency Improvements have been identified as mitigating existing transportation deficiencies within the area impacted by the Project; and

WHEREAS, the City and the Developer agree that the new capacity created by the Concurrency Improvements may not be the actual excess capacity of the roadway, due to the need to account for vested trips, pursuant to the City's Land Development Code, from previously approved, but unbuilt, developments; and

WHEREAS, the City has constructed or anticipates construction of Concurrency Improvements as set forth in the attached Exhibits;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **<u>Incorporation of Recitals</u>**. The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.

2. **<u>Offsite Construction.</u>** The City agrees to construct, or to have constructed, the "Concurrency Improvements." Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapter 4 of the City's Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. The City, or its designee, will be responsible for the design of the Concurrency Improvements, which design will be in accordance with the illustration shown on the Exhibit(s). All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements.

3. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.

4. **<u>Payment of Fair Share Assessment Amount</u>**. In connection with the City's construction of the Concurrency Improvements, Developer shall pay to the City a fair share assessment, hereinafter the "Fair Share Payment." The "Fair Share Payment" shall be an amount determined by multiplying: A) the City's share of the total construction costs for the Concurrency Improvements; by B) the "Developer's Fair Share Percentage." The "Developer's Fair Share Percentage" shall be a percentage determined by a fraction, the numerator of which shall be the number of peak hour directional trips allocated to the Project(s), and the denominator of which shall be the total peak hour directional trips provided by the Concurrency Improvements. This percentage shall then be multiplied by the City's cost of construction of the required Concurrency Improvements. The City's total construction cost shall include the actual expenses associated with the design, permitting, right-of-way acquisition, administration, and construction of the Concurrency

Improvements, plus interest, if any, incurred by the City for funding the Developer's Fair Share Percentage of the Concurrency Improvements.

5. **Developer Payment.** The Developer herewith agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange in an amount as set forth in Development **Exhibit "A-2."** Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City. The payment must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.

A. To guarantee payment of its fair share, the Developer herewith agrees to pay to the City of Port Orange the amount equal to the actual cost plus the carrying cost for debt service, if any, of the Fair Share Payment, pursuant to Chapter 21 of the Port Orange Land Development Code. Upon Developer's deposit of any payment with the City, the funds shall become the property of the City. This payment must be deposited with the City prior to the issuance of a Development Order for the Project.

B. The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant." In the event that a Project Participant reduces the amount of its proposed participation resulting in a funding shortfall for the cost of the Concurrency Improvement, then the Developer shall be responsible for the increased construction cost to the extent of the Developer's percentage share of the Concurrency Improvement. The dollar amounts reflected on the attached Project **Exhibit "A-2"** do not include the anticipated financial contributions by a Project Participant. Any adjustment will be reflected in the final accounting described in subparagraph (d) below.

C. The City shall have the right to make one or more adjustments to the amount of the deposit based upon increased construction costs and all associated costs of the Concurrency Improvements, hereinafter referred to as the "Adjusted Payment". In the event an Adjusted Payment is required by the City, the City shall notify Developer in writing and within twenty (20) days thereafter, the Developer shall deposit the Adjusted Payment with the City.

D. Upon completion of the construction, the City shall notify the Developer in writing of the total project cost. In the event the Developer's Payment exceeds the Developer's percentage share of the final construction costs upon completion of the Concurrency Improvements, then the Developer may file a written claim with the City within ninety (90) calendar days after completion of construction for the refund of the overpayment. In the event that the Developer fails to timely claim a refund, then any overpayment shall become the property of the City. All payments less than or equal to the amount of the final construction costs shall be nonrefundable.

6. **Vested Rights in Traffic Concurrency**. The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project and that the Project shall be fully vested with Traffic Concurrency for purposes of development and related Project construction.

7. **Entitlement to Impact Fee Credits**. Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees in respect to this Phase.

8. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Fair Share Payment and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.

9. **Miscellaneous.**

    A. Attorney's Fees. In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.

    B. Venue and Choice of Law. In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.

    C. Waiver. The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.

    D. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.

    E. Construction of Contract. The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

F. Expiration. This Agreement shall expire after Developer's payment of the Adjusted Payment, if required, based upon the final completed construction cost.

G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City Planning Commission.

i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.

ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2017), as amended from time to time.

iii. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

iv. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment, and such other information as the City Staff shall reasonably deem pertinent and appropriate.

v. All notices shall specify a place where a copy of the proposed amendment can be obtained.

H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

I. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.

J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, "Project."

K. Counterparts. 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 of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE, a Florida municipal corporation

____
Printed Name: ________________

By: ________________________________
Donald O. Burnette, Mayor

____
Printed Name: ________________

Date: _____________________________

____
Printed Name: ________________

Attest: ____________________________
Robin L. Fenwick, CMC, City Clerk

____
Printed Name: ________________

Date: ______________________________

(*Corporate Seal*)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ______day of January, 2018, by Donald O. Burnette, 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 at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ______day of January, 2018, by Robin L. Fenwick, 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 at Large
Printed Name, Commission Seal and Term Expiration Date

2017 YORKTOWN PORT ORANGE LLC

WITNESSES:

________________________________ By: ___________________________________

____
Printed name

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, State of Florida at Large
Printed name, commission and expiration of commission term:

Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Development Data:

Development Name:	Port Orange Gateway Center Lot 3A – Target Outparcel
Site Address:	North side of Dunlawton Avenue, west of 1761 Dunlawton Avenue
City Case No.	17-80000007
Zoning District	Planned Commercial Development (PCD) – Port Orange Gateway PCD
TIA Report Date	December 12, 2017 & December 28, 2017
TIA Prepared by:	George A. Galan, P.E.
Name of Firm:	LTG Engineering & Planning
Est. Date of Impact	2019

Developer:

Corporate Entity	2017 Yorktown Port Orange LLC
Contact Person	Jason Crews
Mailing Address:	151 Sawgrass Corners Drive, Suite 202, Ponte Verda Beach, FL 32028

Land Owner:

Corporate Entity	Target Corporation
Contact Person	N/A
Mailing Address:	1000 Nicolet Mall TPS-3155, Minneapolis MN, 55440

Real Property

Total Acreage:	Lot 3 (18.5 acres) - Lot 3A development will be on a 2.06 outparcel lot created via Replat Case 17-50000003
Parcel Number(s):	6318-04-00-0030 - Lot 3 (18.5 acres)
Legal Description	Legible real property legal description attached as **EXHIBIT B-1** (Lot 3)

Development Exhibit A – 2
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Traffic Impact Analysis

Development Name:	Port Orange Gateway Center Lot 3A – Target Outparcel
City Case No.:	17-80000007
TIA Report Date:	December 12, 2017 & December 28, 2017
TIA Prepared by (Firm):	LTG Engineering & Planning
Estimated Date of Impact:	2019

Contribution Calculations: Adjusted November 28, 2017

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted [3]	Contribution with Multiplier* [3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	$3,152,938.60	3/860	0.35%	$11,035.29	$11,036
Yorktowne Boulevard Extension [1] & [2] OR Book 7486 Page 1855	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1. Mitigation – Williamson Boulevard							
a. Caribbean Pine Way to Madeline Ave.	$6,554,479	N/A	N/A	0/1,870	0.00	$0.00	$0.00
b. Madeline Ave to Willow Run Blvd.	$3,280,075	N/A	N/A	1/1,870	0.05	$1,754.05	$1,755
c. Willow Run Blvd. to 4LTerminus N of PO Pavilion	$7,297,138	N/A	N/A	2/1,870	0.11	$7,804.43	$7,805
2. Mitigation - Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.)	$3,059,329	N/A	N/A	5/1,870	0.27	$8,180.02	$8,181

*Financial Guarantee Multiplier	1.1	1.1	1.0

Total Fair-Share Contribution	**$28,777**

Fair Share Projects Dunlawton/Taylor at I-95(PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVRCF 5709/4736) are completed or fully funded.

[1] City Project Participant - *Eligible for City trans. impact fee credits*

[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Williamson Boulevard and Taylor Road as indicated in the TIA. The impacts resulting from the Port Orange Gateway Center Lot 3A Development will be resolved through a mitigation payment to the Yorktowne Boulevard Extension Fair-Share project.

[3] Rounded up to nearest whole dollar

Agreement 11/04/2005-Amended 3/01/2006*: 7/11/06[4], May. 2007; October 2007, November 2009
Finance Updated Project Cost – 5/30/07, as updated, 8/12/08, 12/22/08, 11/19/09, 1/13/2010, 2/3/2010, 1/20/2011, 2/9/2012, 4/8/2013, and 12/21/2017

Planning Review: Tim B[illegible] Date 1/24/18

Finance Review: [illegible] Date 01/24/18

Document Prepared by:
Shannon K. Balmer,
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

CONCURRENCY AND FAIR SHARE AGREEMENT
(Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of __________________, 2018, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); **TARGET CORPORATION**, Attn: Real Estate Portfolio Management (T-1795), 1000 Nicolet Mall, TPN-12H, Minneapolis, MN 55403, (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 (the "Developer").

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, traffic study and transportation improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed and previously approved by the parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Target Corporation is the owner of the real property described as Project Data on the attached **Exhibits "A-1" and "A-2"** and Developer desires to permit, develop and, if appropriate, plat the real property for the Project(s); and, in addition to other requirements, is seeking to comply with the City's concurrency and proportionate fair share requirements for roads/traffic circulation under Chapters 4 and 21 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop a multi-tenant commercial unit on approximately Two (2.0) acres of real property more particularly described in **Exhibit "B-1,"** attached hereto and incorporated herein by reference (Port Orange Gateway Center Lot 3A), which will generate 39 P.M. Peak Hour Trips;

WHEREAS, the transportation improvements ("Concurrency Improvements") described in the attached Exhibits are required in order for the Project(s) to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Project(s) or, in the alternative, said Concurrency Improvements have been identified as mitigating existing transportation deficiencies within the area impacted by the Project; and

WHEREAS, the City and the Developer agree that the new capacity created by the Concurrency Improvements may not be the actual excess capacity of the roadway, due to the need to account for vested trips, pursuant to the City's Land Development Code, from previously approved, but unbuilt, developments; and

WHEREAS, the City has constructed or anticipates construction of Concurrency Improvements as set forth in the attached Exhibits;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals**. The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.

2. **Offsite Construction.** The City agrees to construct, or to have constructed, the "Concurrency Improvements." Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapter 4 of the City's Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. The City, or its designee, will be responsible for the design of the Concurrency Improvements, which design will be in accordance with the illustration shown on the Exhibit(s). All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements.

3. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.

4. **Payment of Fair Share Assessment Amount**. In connection with the City's construction of the Concurrency Improvements, Developer shall pay to the City a fair share assessment, hereinafter the "Fair Share Payment." The "Fair Share Payment" shall be an amount determined by multiplying: A) the City's share of the total construction costs for the Concurrency Improvements; by B) the "Developer's Fair Share Percentage." The "Developer's Fair Share Percentage" shall be a percentage determined by a fraction, the numerator of which shall be the number of peak hour directional trips allocated to the Project(s), and the denominator of which shall be the total peak hour directional trips provided by the Concurrency Improvements. This percentage shall then be multiplied by the City's cost of construction of the required Concurrency Improvements. The City's total construction cost shall include the actual expenses associated with the design,

permitting, right-of-way acquisition, administration, and construction of the Concurrency Improvements, plus interest, if any, incurred by the City for funding the Developer's Fair Share Percentage of the Concurrency Improvements.

5. **Developer Payment.** The Developer herewith agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange in an amount as set forth in Development **Exhibit "A-2."** Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City. The payment must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.

   A. To guarantee payment of its fair share, the Developer herewith agrees to pay to the City of Port Orange the amount equal to the actual cost plus the carrying cost for debt service, if any, of the Fair Share Payment, pursuant to Chapter 21 of the Port Orange Land Development Code. Upon Developer's deposit of any payment with the City, the funds shall become the property of the City. This payment must be deposited with the City prior to the issuance of a Development Order for the Project.

   B. The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant." In the event that a Project Participant reduces the amount of its proposed participation resulting in a funding shortfall for the cost of the Concurrency Improvement, then the Developer shall be responsible for the increased construction cost to the extent of the Developer's percentage share of the Concurrency Improvement. The dollar amounts reflected on the attached Project **Exhibit "A-2"** do not include the anticipated financial contributions by a Project Participant. Any adjustment will be reflected in the final accounting described in subparagraph (d) below.

   C. The City shall have the right to make one or more adjustments to the amount of the deposit based upon increased construction costs and all associated costs of the Concurrency Improvements, hereinafter referred to as the "Adjusted Payment". In the event an Adjusted Payment is required by the City, the City shall notify Developer in writing and within twenty (20) days thereafter, the Developer shall deposit the Adjusted Payment with the City.

   D. Upon completion of the construction, the City shall notify the Developer in writing of the total project cost. In the event the Developer's Payment exceeds the Developer's percentage share of the final construction costs upon completion of the Concurrency Improvements, then the Developer may file a written claim with the City within ninety (90) calendar days after completion of construction for the refund of the overpayment. In the event that the Developer fails to timely claim a refund, then any overpayment shall become the property of the City. All payments less than or equal to the amount of the final construction costs shall be nonrefundable.

6. **Vested Rights in Traffic Concurrency**. The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project and that the Project shall be fully vested with Traffic Concurrency for purposes of development and related Project construction.

7. **Entitlement to Impact Fee Credits**. Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees in respect to this Phase.

8. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Fair Share Payment and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.

9. **Miscellaneous.**

   A. Attorney's Fees. In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.

   B. Venue and Choice of Law. In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.

   C. Waiver. The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.

   D. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.

   E. Construction of Contract. The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

F. Expiration. This Agreement shall expire after Developer's payment of the Adjusted Payment, if required, based upon the final completed construction cost.

G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City Planning Commission.

i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.

ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2017), as amended from time to time.

iii. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

iv. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment, and such other information as the City Staff shall reasonably deem pertinent and appropriate.

v. All notices shall specify a place where a copy of the proposed amendment can be obtained.

H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

I. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.

J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, "Project."

K. Counterparts. 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 of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE, a Florida municipal corporation

____
Printed Name: ________________

By: ______________________________
Donald O. Burnette, Mayor

____
Printed Name: ________________

Date: ____________________________

____
Printed Name: ________________

Attest: ___________________________
Robin L. Fenwick, CMC, City Clerk

____
Printed Name: ________________

Date: ______________________________

(*Corporate Seal*)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ______day of January, 2018, by Donald O. Burnette, 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 at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ______day of January, 2018, by Robin L. Fenwick, 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 at Large
Printed Name, Commission Seal and Term Expiration Date

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, State of Florida at Large
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

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/20/2018

Consent item: No

SUBJECT: (B9) Approval of Utility Billing Write-offs

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the finance director writing off as uncollectible the attached accounts.

SUMMARY: Request permission to write-off $28,143.06 of renter utility accounts and $9,036.62 of owner utility accounts as uncollectible.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	3.20.18 Final Write off File	3.20.18 Final Write off File.pdf

Tracey Riehm	Created/Initiated - 02/27/2018
Tracey Riehm	Approved - 03/07/2018
Margaret Roberts	Approved - 03/07/2018
Shannon Balmer	Approved - 03/07/2018
Jake Johansson	Approved - 03/08/2018
Robin Fenwick	Final Approval - 03/08/2018

#	Customer ID	Location Address		Termination Date	Amt of Write-off	Notes	Collection Activity
			Renter Accounts				
1	141201	5509	WILLIAMSON	5/23/2017	$ 0.90		In-House Collections
2	168805	9	NORTHWOOD	10/18/2016	$ 5.73		In-House Collections
3	171539	980	CANALVIEW	11/29/2016	$ 5.82		In-House Collections
4	124059	1359	ANA MARIA	8/2/2016	$ 5.91		In-House Collections
5	169519	823	KOKOMO	11/29/2016	$ 6.22		In-House Collections
6	130151	3554	FOREST BRANCH	11/14/2016	$ 6.76		In-House Collections
7	170189	513	COMMONWEALTH	1/18/2017	$ 7.14		In-House Collections
8	163635	582	TAYLOR	7/31/2017	$ 7.15		In-House Collections
9	171255	3537	FOREST BRANCH	6/15/2017	$ 7.41		In-House Collections
10	165005	4470	TUMBLEWEED	3/21/2017	$ 8.52		In-House Collections
11	172827	130	MOONSTONE	1/11/2017	$ 8.60		In-House Collections
12	56847	3780	CLYDE MORRIS	6/7/2017	$ 9.38		In-House Collections
13	110753	97	MOONSTONE	7/14/2017	$ 10.30		In-House Collections
14	156755	4729	CHARDONNAY	2/1/2017	$ 11.26		In-House Collections
15	154487	5344	CORDGRASS BEND	3/6/2017	$ 11.94		In-House Collections
16	122349	6005	SAWGRASS POINT	7/3/2017	$ 12.19		In-House Collections
17	173151	5635	KNOX	9/22/2017	$ 12.39		In-House Collections
18	169563	3960	WILLOW TRAIL RUN	2/22/2017	$ 13.14		In-House Collections
19	169551	1936	COVE POINT	8/17/2016	$ 14.18		In-House Collections
20	159687	6022	DALFORD	5/12/2017	$ 14.46		In-House Collections
21	165331	1166	VIKING	1/30/2017	$ 15.51		In-House Collections
22	166605	63	GREENWAY	11/15/2016	$ 18.16		In-House Collections
23	82545	5609	ISABELLE	5/25/2017	$ 19.33		In-House Collections
24	155993	993	STONYBROOK	2/28/2017	$ 19.39		In-House Collections
25	160431	5104	ISABELLE	8/17/2016	$ 19.77		In-House Collections
26	115393	403	WILLOW	5/18/2017	$ 20.02		In-House Collections
27	169659	3780	CLYDE MORRIS	10/18/2016	$ 21.28		In-House Collections
28	174547	5204	RIDGEWOOD	5/15/2017	$ 22.26		In-House Collections
29	167971	4847	ORANGE	7/27/2017	$ 23.38		In-House Collections
30	167953	704	BRANCH	9/29/2017	$ 23.71		In-House Collections
31	151739	1252	SPARTON	1/3/2017	$ 23.99		In-House Collections
32	146943	5791	WOODCLIFF	10/5/2016	$ 25.25		In-House Collections
33	162123	980	CANALVIEW	11/1/2016	$ 25.40		In-House Collections
34	61521	221	TROPIC	11/11/2016	$ 26.83		In-House Collections
35	174931	187	WALTON	9/20/2017	$ 26.86		In-House Collections
36	171717	1005	FOX TRACE	8/1/2017	$ 27.02		In-House Collections
37	87977	35	TIMBER	9/19/2016	$ 28.05		In-House Collections
38	152257	3780	CLYDE MORRIS	8/10/2016	$ 28.71		In-House Collections
39	166121	151	ORCHID	12/6/2016	$ 28.98		In-House Collections
40	166793	3780	CLYDE MORRIS	5/8/2017	$ 29.28		In-House Collections
41	163305	901	STONYBROOK	7/28/2017	$ 29.32		In-House Collections
42	169707	5486	BAYSHORE	7/11/2017	$ 29.48		In-House Collections
43	170151	580	TAYLOR	3/1/2017	$ 29.56		In-House Collections
44	171785	216	ORCHARD	1/17/2017	$ 29.77		In-House Collections
45	169831	216	ORCHARD	10/18/2016	$ 31.87		In-House Collections
46	163159	321	ACACIA	11/7/2016	$ 31.91		In-House Collections
47	32237	1304	COSTA DEL SOL	3/1/2017	$ 32.01		In-House Collections
48	137051	980	CANALVIEW	3/6/2017	$ 32.16		In-House Collections
49	168171	1363	DEXTER	9/16/2016	$ 32.26		In-House Collections
50	162945	5619	JAMES	4/10/2017	$ 32.94		In-House Collections
51	172455	420	PALM CASTLE	2/8/2017	$ 32.97		In-House Collections
52	156549	3780	CLYDE MORRIS	5/18/2017	$ 33.29		In-House Collections
53	168373	5616	RIDGEWOOD	6/15/2017	$ 34.71		In-House Collections

Key Explanation

= **Bills and Letters were sent to Customers from Customer Service**
Balances are under $50

#	Customer ID	Location Address	Termination Date	Amt of Write-off	Notes	Collection Activity	Key Explanation
54	171931	5249 PINELAND	11/3/2016	$ 35.17		In-House Collections	
55	99359	1370 DEXTER	8/29/2016	$ 37.89		In-House Collections	
56	84809	1806 CRANE POINT	1/31/2017	$ 38.04		In-House Collections	
57	164933	11 SPRINGWOOD	7/10/2017	$ 38.25		In-House Collections	
58	157171	4552 ROCKLEDGE	11/10/2016	$ 38.48		In-House Collections	
59	155863	213 HOWES	9/1/2016	$ 39.67		In-House Collections	
60	171215	3780 CLYDE MORRIS	6/7/2017	$ 40.00		In-House Collections	
61	174115	5412 WOOD	6/5/2017	$ 40.44		In-House Collections	
62	152573	3534 FOREST BRANCH	7/31/2017	$ 40.74		In-House Collections	
63	105325	212 ORCHARD	3/21/2017	$ 41.34		In-House Collections	
64	151075	979 BRAMBLE BUSH	12/1/2016	$ 41.77		In-House Collections	
65	167861	925 ORANGE	10/4/2016	$ 43.85		In-House Collections	
66	164161	1398 HARNDEN	11/23/2016	$ 44.56		In-House Collections	
67	114127	357 KUMQUAT	9/1/2017	$ 44.58		In-House Collections	
68	56427	5592 LANCEWOOD	8/4/2016	$ 44.82		In-House Collections	
69	164287	509 COMMONWEALTH	9/14/2016	$ 45.13		In-House Collections	
70	167927	3960 OAK TRAIL RUN	9/27/2016	$ 45.26		In-House Collections	
71	162589	5082 ORANGE	7/24/2017	$ 46.28		In-House Collections	
72	133717	187 WALTON	11/14/2016	$ 46.62		In-House Collections	
73	126445	407 OAK	11/16/2016	$ 46.98		In-House Collections	
74	133103	90 HOWES	2/28/2017	$ 47.24		In-House Collections	
75	161809	3959 NOVA	4/10/2017	$ 49.63		In-House Collections	
76	154081	5111 TAYLOR	10/26/2016	$ 49.67		In-House Collections	
77	171101	957 BRAMBLE BUSH	9/26/2017	$ 49.73		In-House Collections	
78	166093	824 LAKELAND	4/27/2016	$ 51.27		Collection Agency	**= Accounts returned from collection agency as uncollectible.**
79	168385	420 PALM CASTLE	8/2/2016	$ 51.74		Collection Agency	
80	157705	6048 DALFORD	1/11/2016	$ 53.11		Collection Agency	
81	170787	3780 CLYDE MORRIS	10/28/2016	$ 53.35		Collection Agency	
82	88257	27 PALM CASTLE	8/21/2015	$ 53.70		Collection Agency	
83	166625	813 SUGAR HOUSE	5/10/2016	$ 54.27		Collection Agency	
84	143883	271 PALM CASTLE	10/23/2015	$ 56.01		Collection Agency	
85	167517	423 LESLIE	2/8/2016	$ 56.38		Collection Agency	
86	163767	212 ORCHARD	1/6/2016	$ 57.31		Collection Agency	
87	136403	805 LOUISVILLE	12/7/2016	$ 58.36		Collection Agency	
88	110867	1450 MADELINE	12/2/2016	$ 59.60		Collection Agency	
89	164239	6071 RED STAG	2/1/2016	$ 61.28		Collection Agency	
90	149237	6193 SEQUOIA	12/19/2015	$ 63.45		Collection Agency	
91	166313	270 PALM CASTLE	8/2/2016	$ 63.60		Collection Agency	
92	120885	6110 PHEASANT RIDGE	8/20/2015	$ 67.31		Collection Agency	
93	170865	1271 VAGABOND	12/16/2016	$ 67.65		Collection Agency	
94	153367	5443 EAGLE CLAW	11/3/2016	$ 68.14		Collection Agency	
95	143787	570 COMMONWEALTH	9/12/2015	$ 68.33		Collection Agency	
96	170893	3007 OAK HAMMOCK	9/26/2016	$ 69.00		Collection Agency	
97	169495	3547 FOREST BRANCH	12/5/2016	$ 69.36		Collection Agency	
98	168905	236 ORCHARD	12/2/2016	$ 70.41		Collection Agency	
99	158079	3780 CLYDE MORRIS	1/22/2016	$ 70.68		Collection Agency	
100	161347	980 CANALVIEW	4/14/2016	$ 71.83		Collection Agency	
101	84395	217 SKIPPER	12/1/2016	$ 72.01		Collection Agency	
102	162857	1076 YORK	4/15/2016	$ 72.72		Collection Agency	
103	162297	3960 OAK TRAIL RUN	10/23/2015	$ 73.90		Collection Agency	
104	155235	5408 OATES	1/19/2015	$ 75.88		Collection Agency	
105	156953	5657 ISABELLE	8/7/2015	$ 76.88		Collection Agency	
106	162333	1084 DONNELL	5/12/2016	$ 79.54		Collection Agency	
107	143465	5273 ROGERS	7/11/2015	$ 79.62		Collection Agency	

#	Customer ID	Location Address	Termination Date	Amt of Write-off	Notes	Collection Activity	Key Explanation
108	148977	345 BANYAN	9/23/2016	$ 81.99		Collection Agency	
109	119105	616 ORANGE	10/15/2016	$ 82.57		Collection Agency	
110	166977	5359 CHRISTIANCY	10/18/2016	$ 84.43		Collection Agency	
111	50929	5786 RIDGEWOOD	2/23/2016	$ 84.78		Collection Agency	
112	167083	62 RAINTREE	4/8/2016	$ 84.75		Collection Agency	
113	141171	3780 CLYDE MORRIS	1/15/2016	$ 85.82		Collection Agency	
114	69197	5628 FINLEY	11/7/2016	$ 88.70		Collection Agency	
115	136263	5272 ISABELLE	7/8/2015	$ 89.36		Collection Agency	
116	171245	114 MOONSTONE	10/18/2016	$ 89.51		Collection Agency	
117	67141	3960 WILLOW TRAIL RUN	5/5/2016	$ 90.43		Collection Agency	
118	168383	3548 FOREST BRANCH	2/29/2016	$ 91.17		Collection Agency	
119	164191	4653 SECRET RIVER	8/22/2016	$ 92.02		Collection Agency	
120	92215	3780 CLYDE MORRIS	4/15/2016	$ 92.62		Collection Agency	
121	137675	6716 MERRYVALE	1/5/2016	$ 95.96		Collection Agency	
122	166461	227 BRITTANY	12/2/2016	$ 97.46		Collection Agency	
123	151055	5475 TAYLOR	4/19/2016	$ 100.71		Collection Agency	
124	155777	36 TROPIC	9/30/2015	$ 103.06		Collection Agency	
125	140411	470 MERRIMAC	7/28/2015	$ 103.27		Collection Agency	
126	72009	1128 BUTTON BUSH	12/14/2016	$ 103.81		Collection Agency	
127	168625	5408 DUBOIS	9/28/2016	$ 103.96		Collection Agency	
128	167965	3547 FOREST BRANCH	4/18/2016	$ 104.25		Collection Agency	
129	160463	1801 DEER SPRINGS	8/4/2015	$ 104.38		Collection Agency	
130	107157	2 PALM	10/18/2016	$ 107.24		Collection Agency	
131	170261	416 LAFAYETTE	12/28/2016	$ 109.78		Collection Agency	
132	126841	6043 WHISPERING TREES	5/17/2016	$ 109.94		Collection Agency	
133	129053	404 ACACIA	2/19/2016	$ 110.31		Collection Agency	
134	124467	1450 MADELINE	10/17/2015	$ 111.48		Collection Agency	
135	82387	6382 LONGLAKE	7/21/2015	$ 114.36		Collection Agency	
136	96677	343 BANYAN	1/7/2016	$ 114.45		Collection Agency	
137	169345	131 SAND PEBBLE	11/1/2016	$ 117.15		Collection Agency	
138	159401	1130 CRYSTAL CREEK	12/31/2015	$ 117.48		Collection Agency	
139	159271	3960 OAK TRAIL RUN	11/7/2015	$ 118.36		Collection Agency	
140	121135	115 ORCHID	11/18/2015	$ 119.74		Collection Agency	
141	168001	6722 FERRI	4/1/2016	$ 120.07		Collection Agency	
142	87807	309 HERBERT	10/28/2016	$ 122.79		Collection Agency	
143	144709	1137 GREENBRIAR	10/7/2016	$ 123.64		Collection Agency	
144	121429	5583 MILES	7/3/2015	$ 123.82		Collection Agency	
145	24445	5644 ROGERS	11/1/2016	$ 123.83		Collection Agency	
146	61965	100 CAROLYN	10/28/2016	$ 124.84		Collection Agency	
147	169619	10 LAWRENCE	9/7/2016	$ 126.33		Collection Agency	
148	164581	1137 GREENBRIAR	2/2/2016	$ 126.35		Collection Agency	
149	122763	267 MANHATTAN	5/2/2016	$ 126.42		Collection Agency	
150	168621	424 LESLIE	8/29/2016	$ 130.32		Collection Agency	
151	56295	975 STONYBROOK	10/7/2016	$ 131.83		Collection Agency	
152	166211	502 LESLIE	12/10/2015	$ 132.32		Collection Agency	
153	167855	1272 ROBBIN	1/18/2016	$ 133.54		Collection Agency	
154	119637	1190 STILLWOOD	7/11/2015	$ 136.53		Collection Agency	
155	159841	398 PALM CASTLE	1/11/2016	$ 137.92		Collection Agency	
156	162121	4 BLACK JACK	1/7/2016	$ 139.92		Collection Agency	
157	144855	1006 STONYBROOK	8/9/2016	$ 141.56		Collection Agency	
158	153995	5419 TAYLOR	12/20/2016	$ 141.63		Collection Agency	
159	154261	800 CHARLES	5/5/2016	$ 141.89		Collection Agency	
160	169523	418 PALM CASTLE	8/30/2016	$ 144.90		Collection Agency	
161	160647	824 STONYBROOK	5/4/2016	$ 146.11		Collection Agency	

#	Customer ID	Location Address	Termination Date	Amt of Write-off	Notes	Collection Activity	Key Explanation
162	78309	970 BRAMBLE BUSH	1/11/2016	$ 147.13		Collection Agency	
163	158159	922 THIRD	9/23/2015	$ 148.75		Collection Agency	
164	89907	1450 MADELINE	8/12/2016	$ 149.60		Collection Agency	
165	135555	1226 WINDSOR	1/22/2015	$ 150.77		Collection Agency	
166	126501	3755 NOVA	2/26/2015	$ 151.66		Collection Agency	
167	126493	5408 CHRISTIANCY	10/9/2015	$ 153.52		Collection Agency	
168	150261	685 REILLYS	7/6/2016	$ 159.67		Collection Agency	
169	159059	449 WALES	2/22/2016	$ 169.27		Collection Agency	
170	171681	141 BRANDY HILLS	12/21/2016	$ 170.33		Collection Agency	
171	140753	5537 WILLIAMSON	8/9/2013	$ 173.68		Collection Agency	
172	137147	4500 NETTLE CREEK	4/20/2016	$ 178.92		Collection Agency	
173	138249	3873 LONG GROVE	9/15/2016	$ 181.22		Collection Agency	
174	40977	3835 NOVA	2/20/2015	$ 183.90		Collection Agency	
175	140841	465 WALES	11/21/2016	$ 188.55		Collection Agency	
176	156043	1 LAWRENCE	10/18/2016	$ 199.51		Collection Agency	
177	131937	1505 DEER SPRINGS	10/18/2016	$ 216.70		Collection Agency	
178	169689	3538 FOREST BRANCH	9/8/2016	$ 227.24		Collection Agency	
179	161117	5256 TAYLOR	10/26/2016	$ 227.76		Collection Agency	
180	165151	1054 CHARLES	10/18/2016	$ 228.03		Collection Agency	
181	159425	4591 BARNACLE	8/1/2015	$ 230.17		Collection Agency	
182	171675	5113 TAYLOR	10/26/2016	$ 231.11		Collection Agency	
183	158775	313 WELLMAN	8/29/2015	$ 231.46		Collection Agency	
184	111593	38 FREDERICK	9/28/2016	$ 235.56		Collection Agency	
185	162407	4648 GOLDEN APPLES	1/23/2015	$ 240.24		Collection Agency	
186	169355	360 KUMQUAT	11/7/2016	$ 247.97		Collection Agency	
187	146823	5673 WOOD	12/2/2015	$ 268.43		Collection Agency	
188	164323	3549 FOREST BRANCH	4/12/2016	$ 290.94		Collection Agency	
189	156613	866 NIXON	8/9/2016	$ 309.89		Collection Agency	
190	168355	889 CHICKADEE	9/8/2016	$ 333.34		Collection Agency	
191	156695	5420 WOOD	7/1/2015	$ 569.71		Collection Agency	
192	126837	128 DUBLIN	9/4/2015	$ 606.54		Collection Agency	
193	146565	725 OLD SUGAR MILL	2/2/2016	$ 806.93		Collection Agency	
194	81643	1437339 HYDRANT METER	10/8/2013	$ 827.77		Collection Agency	
195	107157	5901 RIDGEWOOD	10/18/2016	$ 867.12		Collection Agency	
196	152807	60 SPRINGWOOD	2/20/2015	$ 998.73		Collection Agency	
197	159693	5034 RIDGEWOOD	1/15/2015	$ 1,196.35		Collection Agency	
198	46927	1203 VAGABOND	11/7/2016	$ 1,347.74		Collection Agency	
199	152121	3919 SUNSET COVE	7/21/2015	$ 1,409.05		Collection Agency	
200	159575	5410 TAYLOR	1/28/2016	$ 1,472.30		Collection Agency	
201	154943	112 BAREFOOT	9/6/2016	$ 1,885.98		Collection Agency	
		Total Account Write-off-Renter		**$ 28,143.06**			

#	Customer ID	Location Address	Termination Date	Amt of Write-off	Notes	Collection Activity	Key Explanation
		Owners					
1	120915	3301 ATLANTIC	9/24/2008	$ 3,626.65		Bankruptcy	
2	159457	5200 RIDGEWOOD	1/28/2016	$ 569.85		Bankruptcy	
3	129603	6343 PALMAS BAY	11/1/2016	$ 0.34		Final Bill-Estoppel pymt insufficient	= **Final bill not included in the Estoppel payment. Customer Service did not collect from new owner when they established service as the final bill had not been processed.**
4	135981	212 HERBERT	10/3/2016	$ 9.31		Final Bill-Estoppel pymt insufficient	
5	14729	854 CHICKADEE	12/6/2016	$ 10.00		Final Bill-Estoppel pymt insufficient	
6	12383	5112 TAYLOR	1/27/2017	$ 10.00		Final Bill-Estoppel pymt insufficient	

#	Customer ID	Location Address	Termination Date	Amt of Write-off	Notes	Collection Activity	Key Explanation	
7	173485	1633 WOODMAR	1/13/2017	$ 15.26		Final Bill-Estoppel pymt insufficient		
8	64745	2276 LA FLOR	1/17/2017	$ 16.21		Final Bill-Estoppel pymt insufficient		
9	135791	1849 TARA MARIE	10/25/2016	$ 19.45		Final Bill-Estoppel pymt insufficient		
10	64745	1337 CALLE DEL SOL	11/17/2014	$ 20.40		Final Bill-Estoppel pymt insufficient		
11	101399	1354 ANA MARIA	4/4/2017	$ 22.35		Final Bill-Estoppel pymt insufficient		
12	169063	5260 ROGERS	2/15/2017	$ 23.54		Final Bill-Estoppel pymt insufficient		
13	128159	3554 RED PONTIAC	1/4/2016	$ 25.58		Final Bill-Estoppel pymt insufficient		
14	170417	1064 KIMBERLY	6/27/2016	$ 26.32		Final Bill-Estoppel pymt insufficient		
15	171851	1128 BUTTON BUSH	8/26/2016	$ 29.40		Final Bill-Estoppel pymt insufficient		
16	125005	5462 ST REGIS	3/21/2017	$ 29.64		Final Bill-Estoppel pymt insufficient		
17	149543	311 HERBERT	3/28/2017	$ 29.96		Final Bill-Estoppel pymt insufficient		
18	176415	911 TREE GARDEN	8/4/2017	$ 32.04		Final Bill-Estoppel pymt insufficient		
19	5603	135 YOUNG	10/18/2016	$ 34.99		Final Bill-Estoppel pymt insufficient		
20	5603	116 WILLIAMS	4/25/2017	$ 38.51		Final Bill-Estoppel pymt insufficient		
21	173347	116 DUNLAWTON	12/6/2016	$ 41.65		Final Bill-Estoppel pymt insufficient		
22	122997	1172 SHALLOWS	7/7/2016	$ 43.82		Final Bill-Estoppel pymt insufficient		
23	135987	6811 VINTAGE	4/4/2017	$ 45.13		Final Bill-Estoppel pymt insufficient		
24	172025	5145 ORANGE	9/22/2016	$ 46.00		Final Bill-Estoppel pymt insufficient		
25	154831	3833 BOURBON	12/1/2016	$ 48.19		Final Bill-Estoppel pymt insufficient		
26	124797	6138 SABAL POINT	5/1/2014	$ 50.34		Final Bill-Estoppel pymt insufficient		
27	69409	5558 BAYSHORE	4/25/2014	$ 52.55		Final Bill-Estoppel pymt insufficient		
28	31463	777 STERLING CHASE	2/28/2014	$ 53.86		Final Bill-Estoppel pymt insufficient		
29	14547	470 CHAMPAGNE	5/28/2014	$ 54.07		Final Bill-Estoppel pymt insufficient		
30	162363	3554 FOREST BRANCH	1/7/2016	$ 54.46		Final Bill-Estoppel pymt insufficient		5411
31	44809	5411 TAYLOR	3/31/2015	$ 56.27		Final Bill-Estoppel pymt insufficient		
32	91293	1513 LEONE	3/11/2013	$ 61.80		Final Bill-Estoppel pymt insufficient		
33	17229	666 REILLYS	1/16/2014	$ 62.42		Final Bill-Estoppel pymt insufficient		
34	159825	1131 LOBLOLLY	6/3/2014	$ 62.65		Final Bill-Estoppel pymt insufficient		
35	113301	6222 MORNING	9/26/2014	$ 63.20		Final Bill-Estoppel pymt insufficient		
36	89871	4019 WATERBRIDGE	4/8/2014	$ 63.41		Final Bill-Estoppel pymt insufficient		
37	117301	482 LESLIE	8/20/2013	$ 64.29		Final Bill-Estoppel pymt insufficient		
38	129533	1993 YELLOWFIN	2/21/2014	$ 65.11		Final Bill-Estoppel pymt insufficient		
39	157863	1010 FOURTH	12/20/2013	$ 65.61		Final Bill-Estoppel pymt insufficient		
40	30427	1208 SPARTON	11/12/2008	$ 67.79		Final Bill-Estoppel pymt insufficient		
41	10795	246 MANHATTAN	8/9/2013	$ 68.84		Final Bill-Estoppel pymt insufficient		
42	164093	28 TROPIC	5/4/2016	$ 73.94		Final Bill-Estoppel pymt insufficient		
43	685	8 VENETIAN	9/19/2014	$ 75.01		Final Bill-Estoppel pymt insufficient		
44	17237	667 REILLYS	9/25/2015	$ 76.04		Final Bill-Estoppel pymt insufficient		
45	148709	832 WINGATE	8/11/2017	$ 79.44		Final Bill-Estoppel pymt insufficient		
46	5603	10 BEVERLY	1/11/2017	$ 83.01		Final Bill-Estoppel pymt insufficient		
47	71521	1331 WEMBLEY	9/30/2015	$ 83.57		Final Bill-Estoppel pymt insufficient		
48	138795	229 PEPPERMINT	5/8/2017	$ 86.29		Final Bill-Estoppel pymt insufficient		
49	129399	609 MOONPENNY	7/11/2013	$ 97.92		Final Bill-Estoppel pymt insufficient		
50	63949	5644 WOOD	5/24/2013	$ 110.81		Final Bill-Estoppel pymt insufficient		
51	116785	1413 ARECA PALM	5/12/2008	$ 112.04		Final Bill-Estoppel pymt insufficient		
52	156753	6009 WILLIAMSON	3/31/2014	$ 113.07		Final Bill-Estoppel pymt insufficient		
53	52777	5944 RIVERSIDE	9/30/2015	$ 115.80		Final Bill-Estoppel pymt insufficient		
54	132071	6749 CALISTOGA	5/27/2008	$ 133.67		Final Bill-Estoppel pymt insufficient		
55	32149	810 ORANGE	9/22/2014	$ 142.00		Final Bill-Estoppel pymt insufficient		
56	129029	541 ORANGE	4/14/2008	$ 144.30		Final Bill-Estoppel pymt insufficient		
57	115281	5812 ALSTRUM	8/7/2017	$ 146.17		Final Bill-Estoppel pymt insufficient		
58	55789	5950 SHADY CREEK	6/21/2013	$ 179.94		Final Bill-Estoppel pymt insufficient		
59	113943	5492 CARMODY LAKE	11/10/2015	$ 204.04		Final Bill-Estoppel pymt insufficient		
60	12497	343 SAGEWOOD	7/1/2014	$ 207.41		Final Bill-Estoppel pymt insufficient		

#	Customer ID	Location Address		Termination Date	Amt of Write-off		Notes	Collection Activity	Key Explanation
61	166009	177	BRANDY HILLS	8/6/2015	$	207.86		Final Bill-Estoppel pymt insufficient	
62	135229	3751	CLYDE MORRIS	2/26/2015	$	247.43		Final Bill-Estoppel pymt insufficient	
63	67081	177	BRANDY HILLS	5/22/2015	$	249.82		Final Bill-Estoppel pymt insufficient	
64	100003	6047	SPRUCE POINT	7/22/2008	$	285.78		Final Bill-Estoppel pymt insufficient	
			Total Account Write-off-Owner		**$**	**9,036.62**			

Total Accounts Write-Off	**$ 37,179.68**

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/20/2018

Consent item: No

SUBJECT: (B10) Proposed projects for the River to Sea TPO 2018 Transportation Improvement Program Priority List

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to authorize staff to submit applications for the 2018 Priority Project ranking for transportation improvements to the River to Sea Transportation Planning Organization (TPO) as follows:

SUMMARY: Each year, the River to Sea Transportation Planning Organization (R2CTPO) issues a call to local governments to submit transportation projects, such as turn lanes, sidewalks, linear parks, street lights, and traffic signals to be eligible for funding. If the projects are selected by the TPO and the City chooses to fund them, the projects will generally require a 10% local government match. The transportation projects submitted are to improve current roadways or sidewalks within the City. Projects previously completed under this program include the Spruce Creek Road/Dunlawton Avenue intersection, Taylor Road/Devon Street signal, Dunlawton Avenue right turn lane at Village Trail, Herbert Street sidewalk, Hebert Street right turn lane at Clyde Morris Boulevard and Spruce Creek Trail south of Taylor Road.

The submittal of an application to the TPO is the first step for projects to be selected for the TPO's Transportation Improvement Program (TIP) and receive funding for design and construction.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	TPO -2018 Call 4 Project Staff Report - Finial.pdf

Melanie Schmotzer	Created/Initiated - 03/08/2018
Tim Burman	Approved - 03/08/2018
Jake Johansson	Approved - 03/08/2018
Robin Fenwick	Final Approval - 03/08/2018

STAFF REPORT

Proposed projects for the River to Sea TPO 2018 Transportation Improvement Program Priority List

REQUEST:	To authorize staff to submit applications for the 2018 Priority Project ranking for transportation improvements to the River to Sea Transportation Planning Organization (TPO) as follows: 1. Eastbound Taylor Road Left-Turn Lane at Clyde Morris Boulevard; 2. Madeline Avenue Sidewalk (west of Clyde Morris Blvd.); 3. Williamson Boulevard & Willow Run Boulevard Sidewalk; and 4. ADA Transition Plan – Phase 1
STAFF RECOMMENDATION:	**Approval**
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
CITY COUNCIL DATE:	March 20, 2018

SUMMARY:

Each year, the River to Sea Transportation Planning Organization (R2CTPO) issues a call to local governments to submit transportation projects, such as turn lanes, sidewalks, linear parks, street lights, and traffic signals to be eligible for funding. If the projects are selected by the TPO and the City chooses to fund them, the projects will generally require a 10% local government match. The transportation projects submitted are to improve current roadways or sidewalks within the City. Projects previously completed under this program include the Spruce Creek Road/Dunlawton Avenue intersection, Taylor Road/Devon Street signal, Dunlawton Avenue right turn lane at Village Trail, Herbert Street sidewalk, and Spruce Creek Trail south of Taylor Road.

The submittal of an application to the TPO is the first step for projects to be selected for the TPO's Transportation Improvement Program (TIP) and receive funding for design and construction.

Community Development staff requests City Council approval to submit applications for additional projects to be placed on the TPO's 2018 Project Priority List. This does not obligate the City to fund these projects, only to include them on the TPO priority list.

If these projects are selected, and the City chooses to fund them, the projects will require up to a 10% local government match. With these projects, the City pays for the project up front and is then reimbursed. If these projects are accepted, it is anticipated that the 301 Capital Projects Fund will be the initial funding source.

1. **Eastbound Taylor Road Left-Turn Lane at Clyde Morris Boulevard:** The project consists of extending the stacking area for the existing left turn lane on eastbound Taylor Road at Clyde Morris Boulevard to improve movement through the intersection, specifically for vehicles turning left onto Clyde Morris Boulevard and traveling east on Taylor Road. Increasing the stacking area of the left turn lane will improve traffic flow thru the intersection, reduce delays for turning vehicles, and improve intersection safety. The left turn lane onto Clyde Morris Boulevard experiences congestion throughout the day, most notably in the morning and late afternoon. The proposed modification to expand the left turn lane will assist in maintaining the functional capacity of Taylor Road and the Taylor Road and Clyde Morris Boulevard intersection.

2. **Madeline Avenue Sidewalk (west of Clyde Morris Blvd.):** This project consists of constructing a minimum eight-foot wide sidewalk along the north side of Madeline Avenue, from Williamson Boulevard to Clyde Morris Boulevard, and a five-foot wide sidewalk on the south of Madeline Avenue, from Williamson Boulevard to Clyde Morris Boulevard, 6,300 feet (1.19 miles). Additional right-of-way is not anticipated to be needed for the sidewalks. The sidewalks would provide a safe route for people in the subdivisions (The Groves, Sunset Cove, Town Park, and future residential developments) who walk to and from the commercial uses at the intersection at Clyde Morris Boulevard and future commercial uses at the intersection at Williamson Boulevard.

   The East/West Trail would provide a safe multi-purpose trail for all residents to walk or bike from Coraci Park to Riverwalk Park. The proposed bicycle/pedestrian path will expand opportunities for residents to access existing parks, neighborhoods, and commercial nodes located in the City by bike or walking.

   Last year, the City submitted an application to the TPO for a feasibility study to construct an 8’ sidewalk on the north side of Madeline Avenue, from Clyde Morris Boulevard to Nova Road. The feasibility study is anticipated to be conducted in 2019. Future phases for the East/West Trail to link Coraci Park to Riverwalk Park would include the following segments:

   a. Charles Street from McDonald Road to Ridgewood Avenue (anticipated to be constructed as part of FDOT St. Johns River to Sea Loop Reginal Trail project); and
   b. Madeline Avenue from Coraci Park to Williamson Boulevard (anticipated to be constructed with the Madeline Avenue extension).

   The 8-foot sidewalk on the north side of Madeline Avenue would also provide a safe multi-purpose trail for all residents to walk or bike and would be able to be part of a cross-city East/West Trail that eventually connects to Coraci Park, Riverwalk Park, Halifax Linear Park, and the St. Johns River to Sea Loop Regional Trail (multi-use trail along Halifax Drive or US 1). When completed, the proposed East/West trail would expand opportunities for residents to access existing parks located in the City by bike or walking.

3. **Williamson Boulevard & Willow Run Boulevard Sidewalk:** This project consists of constructing a minimum five-foot wide sidewalk along the east side of Williamson Boulevard from the south end of the Town Park Subdivision to Willow Run Boulevard, 1,000 feet (0.19 miles), and a minimum eight-foot wide sidewalk on the north side Willow Run Boulevard to Chardonnay Drive, 1,000 feet (0.19 miles). Additional right-of-way is not anticipated to be needed for the sidewalks. The sidewalks would provide a

safe route for people in the surrounding subdivisions to access existing sidewalks and trail and connect residential use with commercial uses, parks, and schools.

4. **ADA Transition Plan:** The project consists of Phase 1 of the ADA Transition Plan and will focus on the evaluation and modification of facilities (sidewalks, crosswalks, pedestrian signals, etc.) within the public rights-of way to improve accessibility. The Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications. The ADA Transition Plan – Phase 1 will become a working document until all barriers have been addressed. Once Phase 1 of the ADA Transition Plan is completed, the projects identified could be eligible for inclusion in the TPO's Project Priority List for design and construction funding and will be submitted as sperate projects.

In addition to the proposed new projects, the City currently has the following projects on the TPO's 2018 Project Priority Lists:

1. Dunlawton Avenue streetlight renovation and construction from Spruce Creek Road to Ridgewood Avenue [Updating design & construction anticipated in Fall 2018];
2. McDonald Road sidewalk (west side) from Sauls Street/Madeline Avenue to 6th Street [Under construction anticipated completion Spring 2018];
3. Victoria Gardens Boulevard sidewalk (east side) from Appleview Way to Clyde Morris Boulevard [Construction anticipated May 2018];
4. Spruce Creek Road sidewalks (both sides) between Nova Road and Angelina Court [Design underway];
5. Improvements to the timing of the Dunlawton Avenue traffic signals, from Summer Trees Road to A1A (Application submitted by Volusia County) [Awaiting funding for implementation];
6. Dunlawton Avenue westbound right turn lane at City Center Parkway [Awaiting funding for design];
7. Eastbound Dunlawton Avenue right turn lane at Clyde Morris Boulevard [Awaiting funding for design];
8. Westbound Dunlawton Avenue right turn lane at Nova Road [Awaiting funding for design];
9. Sidewalk Gap project to complete connectivity to schools, bus stops, parks, and retail areas along Clyde Morris Boulevard, Taylor Road, and Herbert Street [Awaiting funding for design];
10. Willow Run Boulevard sidewalk (south side) from Clyde Morris Boulevard to Harms Way [Awaiting to be selected for Feasibility Study];
11. Taylor Rd/Williamson Blvd. intersection feasibility study [Awaiting to be selected for Feasibility Study];
12. Eastbound Herbert Street left turn lane at Nova Road [Awaiting to be selected for Feasibility Study];
13. Madeline Avenue (East) from Clyde Morris Boulevard to Nova Road and Bruner Road Sidewalks [Awaiting to be selected for Feasibility Study];
14. Eastbound Madeline Avenue median and left turn lane at Clyde Morris Boulevard [Awaiting to be selected for Feasibility Study];
15. Riverwalk Shared Use Path [Included in the PD&E Study for the St. Johns River to Sea Loop – PD&E Study is underway];
16. Halifax Linear Park (Multi-Purpose Trail) from Dunlawton Avenue to Commonwealth Boulevard [Included in the PD&E Study for the St. Johns River to Sea Loop – PD&E Study is underway]; and

17. US 1 Bike/Pedestrian Path, between the Port Orange Rose Bay Bridge and Art Center Avenue (New Smyrna Beach) [Included in the PD&E Study for the St. Johns River to Sea Loop – PD&E Study is underway].

RECOMMENDATION:

Authorize staff to submit applications for the 2018 Priority Project ranking for transportation improvements to the River to Sea Transportation Planning Organization (TPO) as follows:

1. Eastbound Taylor Road Left Turn Lane at Clyde Morris Boulevard;
2. Madeline Avenue Sidewalk (west of Clyde Morris Blvd.);
3. Williamson Boulevard & Willow Run Boulevard Sidewalk; and
4. ADA Transition Plan – Phase 1

ATTACHMENT:

Exhibit A – Map of the four proposed projects.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/20/2018

Consent item: Yes

SUBJECT: (B11) Port Orange Community Trust - Amendment and Extension Agreement 2018

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve the First Amendment and Extension to the Agreement Between the City of Port Orange and Port Orange Family Days Community Trust, Inc.

SUMMARY: Pursuant to City Council's direction on March 6, 2018, the agreement is attached for consideration. The agreement includes the additional events as discussed and a five (5) year extension. The agreement also spells out the insurance requirement and staffing hours available for each of the events.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Port Orange Community Trust - Amendment and Extension Agreement 2018	Port Orange Community Trust - Amendment and Extension Agreement 2018.pdf
2.	Port Orange Community Trust Agreement 2013	Port Orange Community Trust Agreement 2013.PDF

Robin Fenwick	Created/Initiated - 03/02/2018
Susan Lovallo	Approved - 03/08/2018
Tracey Riehm	Approved - 03/13/2018
Matthew Jones	Approved - 03/13/2018
Jake Johansson	Approved - 03/14/2018
Robin Fenwick	Final Approval - 03/14/2018

FIRST AMENDMENT AND EXTENSION TO AGREEMENT BETWEEN THE CITY OF PORT ORANGE AND PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.

THIS FIRST AMENDMENT AND EXTENSION TO AGREEMENT BETWEEN THE CITY OF PORT ORANGE AND PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC. DATED MARCH 12, 2013 ("Amendment") is made and entered into this ______ day of _________________, 2018, by and between the **CITY OF PORT ORANGE, FLORIDA**, a municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and **PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.**, a Florida nonprofit corporation whose principal address is 1999 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "Community Trust." The City and Community Trust are collectively referred to hereinafter as the "Parties."

WHEREAS, the Parties entered into an Agreement on March 12, 2013 (the "Agreement") for a term of five (5) years, and providing for an option to renew for a period of five (5) years thereafter; and

WHEREAS, the Parties desire to amend the Agreement and extend the term of the Agreement for an additional five (5) year term, commencing on March12, 2018 and continuing until March 11, 2023; and

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

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The term of the Agreement, as amended, is hereby extended for an additional five-year period commencing on March 12, 2018 and continuing until March 11, 2023.

2. The fifth "WHEREAS" clause is hereby amended to read as follows: "WHEREAS, the City has agreed to waive rental fees for approved Community Trust events; and"

3. Article I, Paragraph 1 of the Agreement is hereby amended to read as follows: "During the course of each year, the Community Trust stages one half-day event at Riverwalk Park, one half-day event at City Center, major multi-day events at City Center in the Spring and Fall, a 5k race at City Center and presents free 'Movies Under the Stars' presentations up to four (4) times during the year in the Parker Amphitheater at City Center. Admission to such events is free to all. Unless the City chooses to opt out of any one or all of these events by action of Council, it shall be considered and listed and recognized as the official co-sponsor with the Community Trust. Other sponsors, whose sponsorship commitments underwrite the costs of events and make possible generation of funds for operation of the Community Trust and support of community activities, shall also be acknowledged. Space shall be provided without charge for displays or other presentations of the City and up to two

other entities designated by the City."

4. Article III, Paragraph 3 of the Agreement is hereby amended to read as follows: "The City authorizes the use of the land and facilities generally designated as 'City Center' and 'Riverwalk Park' under terms and conditions for each event as determined in conjunction with the Department of Parks and Recreation. The City shall determine the necessary staffing level for each event. City staff hours for each event shall not exceed the limits set forth in Exhibit 'A' for the respective event. The Community Trust shall reimburse the City for the costs of any additional City staffing required for an event beyond those limits set forth in Exhibit 'A'. Jet skis shall not be permitted on City Center Lake, and because of water conditions, any use involving the lake must be previously approved by the City Manager."

5. Article III, Paragraph 7 of the Agreement is hereby amended to read as follows: "The Community Trust shall maintain insurance during the life of this Agreement for all of its uses and activities. The Community Trust shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Community Trust'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 Community Trust shall not hold any event under this Agreement until the City has received and approved a certificate or certificates of insurance and endorsement evidencing the required insurance. The Community Trust 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 required insurance coverages as determined for higher risk events in the sole discretion of the City's Risk Manager."

TYPE OF INSURANCE	MIN. COVERAGE AMOUNT
Commercial General Liability	$1,000,000.00 per occurrence
	$2,000,000.00 aggregate
Damage to Rented Premises	$100,000.00
Liquor Liability (if applicable)	$1,000,000.00
Automobile Liability	$1,000,000.00
Workers' Compensation	As required by State Law

6. This Amendment 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 Amendment shall be deemed valid as if an original signature was delivered. No

agreement shall be formed between Community Trust and the City until both Parties have signed this Amendment.

7. All other terms and conditions of the Agreement shall remain in full force and effect, unless expressly modified herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Witnesses:

____
Printed Name:__________________________

____
Printed Name:__________________________

PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.

By:______________________________
Jenny Fike, President

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

Date:______________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of __________, 2018 by Jenny Fike, as President of Port Orange Family Days Community Trust, Inc., a Florida nonprofit 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**

_______________________________ By:_______________________________
Printed Name:_____________________ Donald O. Burnette, Mayor

_______________________________ Date:_____________________________
Printed Name:_____________________

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:**

_______________________________ 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 __________, 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:

“Exhibit A”

Port Orange Community Trust

Allotted Hours for Special Events

Allotted Hours per Department by Event:

Family Days

ITEM	QTY	UNIT
Location: City Center Circle		
Recreation Part-Time Staff	25	Hours
Parks and Recreation Staff	265	Hours
Public Works Staff	165	Hours
Police Staff	145	Hours
Fire Staff	35	Hours

Total Hours	635

Spring Fair

ITEM	QTY	UNIT
Location: City Center Circle		
Recreation Part-Time Staff	20	Hours
Parks and Recreation Staff	265	Hours
Public Works Staff	85	Hours
Police Staff	145	Hours
Fire Staff	35	Hours

Total Hours	550

Movies Under the Stars (5)

ITEM	QTY	UNIT
Location: City Center Circle		
Recreation Part-Time Staff	10	Hours
Parks and Recreation Staff	0	Hours
Public Works Staff	0	Hours
Police Staff	0	Hours
Fire Staff	0	Hours

Total Hours	All Four Movie: 50

New 5K

ITEM	QTY	UNIT
Location: City Center Circle		
Recreation Part-Time Staff	5	Hours
Parks and Recreation Staff	10	Hours
Public Works Staff	0	Hours
Police Staff	21	Hours
Fire Staff	0	Hours

Total Hours	36

New ½ Day City Center Event

ITEM	QTY	UNIT
Location: City Center Circle		
Recreation Part-Time Staff	8	Hours
Parks and Recreation Staff	16	Hours
Public Works Staff	0	Hours
Police Staff	8	Hours
Fire Staff	4	Hours

Total Hours	36

New ½ Day Riverwalk Event

ITEM	QTY	UNIT
Location: City Center Circle		
Recreation Part-Time Staff	8	Hours
Parks and Recreation Staff	8	Hours
Public Works Staff	0	Hours
Police Staff	16	Hours
Fire Staff	4	Hours

Total Hours	36

Total Hours All Events:	1343

AGREEMENT BETWEEN THE CITY OF PORT ORANGE AND PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.

THIS AGREEMENT is made and entered into this 12 day of March, 2013, by and between **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as the "City," and **PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.**, a Florida nonprofit corporation, hereinafter referred to as the "Community Trust."

WITNESSETH:

WHEREAS, for more than seventeen years the Community Trust and its predecessor organizations has promoted and supported community events for the betterment of the City and its citizens; and

WHEREAS, the Community Trust has invested proceeds of its events and activities in support of projects of the City, especially in the enhancement of its parks and recreational activities, and in the schools serving Port Orange students; food banks assisting those in need in the community, the activities of the Chamber of Commerce in recognizing and building community institutions, and other causes directly beneficial to the City and its citizens; and

WHEREAS, in 2006 the Community Trust both directly and indirectly contributed $218,000 in cash, in-kind services and grant acquisitions toward the planning and costs of completion of the Lakeside Community Center and the City set aside office space and the adjacent storage space for the Community Trust's operation and equipment storage for use in its annual events at City Center; and

WHEREAS, on February 17, 2009, the City agreed to serve as a co-sponsor of Community Trust's annual events; and

WHEREAS, as a co-sponsor, the City waived use fees for the Community Trust events; and

WHEREAS, the relationship described herein has proven mutually beneficial and rewarding; the City finds that the Community Trust's activities serve a significant public purpose, and it is desirable to restate and consolidate all aspects of the relationship in a single relationship agreement; and

WHEREAS, the City Council has determined that the Community Trust Lifestyle Events benefit the City of Port Orange and has recognized the Community Trust's use of the Lakeside Community Center facilities for such purposes as set forth hereinafter.

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

ARTICLE I
CO-SPONSORSHIP OF EVENTS

1. During the course of each year, the Community Trust stages major mutli-day events at City Center in the Spring and Fall, and presents free "Movies Under the Stars" presentations at least five times during the year in the Parker Amphitheater at City Center. Admission to such events is free to all. Unless the City chooses to opt out of any one or all of these events by action of Council, it shall be considered and listed and recognized as the official co-sponsor with the Community Trust. Other sponsors, whose sponsorship commitments underwrite the costs of events and make possible generation of funds for operation of the Community Trust and support of community activities, shall also be acknowledged. Space shall be provided without charge for displays or other presentations of the City and up to two other entities designated by the City.

ARTICLE II
DESIGNATION OF PROJECT(S) FOR SUPPORT

2. As part of its collaborative relationship with the Community Trust, the City may at its discretion designate specific projects or activities involving capital expenditures to which it recommends the Community Trust make contributions from proceeds of its events or for which it establishes separate fund-raising activity. The City will advise of financial needs but not set a required dollar amount for contribution by the Community Trust, nor will the City preclude Community Trust support of other needs. Except as provided in this Agreement, the City shall not be required to provide any other benefit of contribution to the Community Trust.

ARTICLE III
USE OF FACILITIES

3. The City authorizes the use of the land and facilities generally designated as "City Center" under terms and conditions for each event as determined in conjunction with the Department of Parks and Recreation. Fees for special services in which the City incurs costs outside its normal budgeted amounts shall be borne by Community Trust. Jet skis shall not be permitted on City Center Lake, and because of water conditions, any use involving the lake must be previously approved by the City Manager.

4. The City authorizes the continued use of the 171 square foot office space currently occupied by Community Trust in the Lakeside Community Center, owned by the City, located at 1999 City Center Circle, Port Orange, Florida 32129, and the continued use of the adjacent storage building in which exhibition tents and related equipment is housed hereinafter collectively, the "Premises". Ordinary and regular maintenance of the office spaces occupied by Community Trust shall be the responsibility of the Community Trust. The Community Trust shall be responsible for interior paint and the provision of janitorial services for the office area; paint for the exterior of the separate storage area and maintenance of the interior of the storage building. The Community Trust shall not be responsible for any utilities and shall bear the costs of any other services separately acquired. No alterations or modifications of the buildings shall be made without prior written approval of the City and Community Trust shall be responsible for any damage in excess or ordinary wear and tear.

5. These uses shall be for the operation of nonprofit community activities and for related purposes necessary and incidental to such programs and activities. The Community Trust shall not use or occupy the Premises, or permit the Premises to be used or occupied, for any other purpose without the prior written approval of the City. The Community Trust shall not assign or transfer this Agreement or allow any encumbrance of any kind to be placed against the Premises. The City, through its employees or agents, shall have the right to enter the Premises at all reasonable hours for any purpose connected with the inspection, maintenance, performance of work or enforcement or implementation of any covenant or provision of this Agreement.

6. The City authorizes additional use of Lakeside Community Center as follows:
   a) Use of the kitchen and concession stand in conjunction with Movies Under the Stars" presentations.
   b) Use of the facilities within Lakeside Center for a maximum of ten (10) evenings (5 PM to 10PM) during any given calendar year not conflicting with paid rentals of the facilities and subject to approval by the City Manager or designee. Daytime use of the facilities (7AM – 5 PM) may be permitted by the City Manager or his designee if the facility is not rented or otherwise in use.
   c) Community Trust in the case of each use is responsible for clean-up and restoration of the facility to the condition existing prior to use.

7. For all of its uses and activities, the Community Trust shall have in full force and effect appropriate insurance coverage consistent with its usage and shall provide protection for the facilities and those using them and the interests of the City of Port Orange which, for event coverage, shall be included as a named insured. The Community Trust shall not use or occupy the Premises, or permit the Premises to be used or occupied, for any purpose or in any manner that may invalidate, conflict with or increase rates for any insurance policy covering the Premises.

8. All uses of City property covered by this Agreement shall be in compliance with all applicable requirements and regulations of the Title IV of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 and implementing orders and regulations; the Americans with Disabilities Act and the Port Orange Code of Ordinances and policies relating to city-owned facilities.

ARTICLE IV
TERM AND TERMINATION

9. This Agreement shall be for a term of five years with an option to renew for a period of five years from the date of its adoption by the Port Orange City Council.

10. Annually, within thirty (30) days of its anniversary date, the Community Trust shall make a presentation to City Council setting forth its activities, accomplishments and contributions to the city and its residents and providing a forum for Council to provide feed-back and offer suggestions for enhancement of the collaboration or modifications of this Agreement. If modifications to the Agreement are included in Council action, they will become effective upon acceptance by a vote of the Board of Directors of the Community Trust.

11. This Agreement may be terminated upon thirty (30) days written notice by either party following the affirmative vote of a majority of the City Council for the City or Board of Directors for the Community Trust, or upon ten (10) days written notice by the City Manager of breach or failure of the Community Trust to comply with any covenant or provision of this Agreement.

12. Upon expiration of this Agreement, the Community Trust shall remove its personal property and yield up and surrender to the City the Premises in a condition equal to that existing at commencement of this Agreement, ordinary wear and tear excepted. In the event that the Community Trust fails to meet this requirement, the Community Trust shall be responsible to reimburse the City for any costs incurred by the City in restoring the Premises to such condition and this obligation shall survive the termination of this Agreement.

13. Upon termination of this Agreement, the Community Trust shall not be entitled to any other benefit, credit or return from the City.

ARTICLE V
INDEMNIFICATION

14. The Community Trust agrees to assume all liabilities and risks of loss, injury or damage to the Premises, real or personal property located at the Premises, and all persons who, in connection with or on account of this Agreement, use or occupy the Premises as set forth in Sections 1 and 2 of Article III of this Agreement. The Community Trust shall indemnify and hold harmless the City from and against all claims, damages, injuries, liabilities, losses and expenses, including attorneys' fees and costs at trail and on appeal, arising out of, resulting from, or in way connected with the condition of the Premises, any means of ingress to or egress from the Premises, the use or occupancy of the Premises, the performance of operations under this Agreement, any sales tax liability incurred as a result of this Agreement, or the failure of the Community Trust to comply with any covenant or provision of this Agreement.

ARTICLE VI
BREACH

15. Waiver by the City of breach of any covenant or provision of this Agreement shall not be deemed to constitute a waiver or any proceeding or subsequent breach of the same or any other covenant or provision. If the City incurs any expenses in instituting, prosecuting or defending any action or proceeding for breach or enforcement of any covenant or provision of this Agreement, the Community Trust shall be liable for payment of such expenses, including attorney's fees and costs.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

ARTICLE VII
NOTICES

17. All notices required to be given by either party shall be in writing, addressed to the other party as follows, and delivered by United States Postal Service; by facsimile, by electronic mail or by hand, with certification attached as to date and method of delivery.

ARTICLE VIII
ENTIRE AGREEMENT

18. This Agreement supersedes any prior agreements and understandings between the parties and sets forth all the rights and obligations of the parties pertaining to the matters described herein. There are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter of the Agreement.

ARTICLE IX
AMENDMENTS

19. This Agreement may be amended or modified as a result of its Annual Review as provided for in Article IV, Section 2 or at the initiative of either party only by an instrument of equal formality. Such amendment or modification shall be effective only after an affirmative vote of a majority of the City Council for the City and Board of Directors for the Community Trust.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their duly authorized representatives, on the respective dates below.

WITNESSES

Theresa Gutierrez
Printed Name

Laura Tennant
Printed Name

CITY OF PORT ORANGE, FLORIDA
a Florida Municipal Corporation

By: ______________________
Allen Green, Mayor

Attest: ______________________
Robin L. Fenwick, City Clerk

WITNESSES:

Andrea Eheman
Printed Name

Carolyn Cerio
Printed Name

PORT ORANGE FAMILY DAYS
COMMUNITY TRUST, INC.
a Florida nonprofit corporation

By: ______________________
Debra McCall, President

Attest: ______________________
Jill Geddy, Executive Director

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/20/2018

Consent item: No

SUBJECT: (G13) Update on the St. Johns River to Sea (SJR2C) Loop Trail PD&E Study

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: N/A

SUMMARY: Laura Turner from Laura Turner Planning Services, consultant for the Florida Department of Transportation (FDOT), will provide an overview of the Project Development and Environment (PD&E) Study for the St. Johns River to Sea (SJR2C) Loop Trail.

The Florida Department of Transportation (FDOT) is completing the Project Development and Environment (PD&E) study for a segment of the St. Johns River to Sea (SJR2C) Loop Trail. The study's focus is on the US 1 corridor, from SR 44 (Lytle Avenue) to Beville Road. This segment crosses through the cities of New Smyrna Beach, Port Orange, and South Daytona in Volusia County. The SJR2C Loop Trail is the longest multi-use loop trail underway through the American Southeast that follows the East Coast Greenway along Florida's Atlantic Coast and St. Johns River corridor. The PD&E Study involves preliminary engineering to determine multi-use trail concepts, environmental evaluations to assess impacts associated with a new multi-use trail, and extensive public involvement and agency coordination.

Project No.: Funding Account No.:

ATTACHMENTS:

Melanie Schmotzer	Created/Initiated - 03/06/2018
Tim Burman	Approved - 03/06/2018
Jake Johansson	Approved - 03/07/2018
Robin Fenwick	Final Approval - 03/07/2018

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/20/2018

Consent item: No

SUBJECT: (H15) Port Orange Community Trust Annual Report

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: Annually, The Port Orange Community Trust shall make a presentation to City Council setting forth its activities, accomplishments and contributions to the City and its residents and provide a forum for Council to provide feed-back and offer suggestions for enhancement of the collaboration or modifications of the agreement between the City and Port Orange Community Trust.

Project No.: Funding Account No.:

ATTACHMENTS:

Peter Ferreira	Created/Initiated - 03/08/2018
Susan Lovallo	Approved - 03/08/2018
Jake Johansson	Approved - 03/08/2018
Robin Fenwick	Final Approval - 03/08/2018

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **03/20/2018**

Consent item: No

SUBJECT: (I16) One Church Easter Egg Hunt Fee Waiver

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: One Church is asking for their special event staffing fees to be waived for their upcoming Easter Egg Hunt (3/31/18) located at the Kenneth W. Parker Amphitheater. The rental amount is $304.00 and the staffing fees are $180.00. Attached for your review is the new matrix showing a 15% charge and an 85% fee waiver. If council decided to utilize the fee matrix for this request, One Church would be paying $72.60 to host their Easter Egg Hunt.

They are also asking for permission to use the city logo in their advertising even though this is not a city sponsored event. Legal recommends that the use of the city logo be reserved for city sponsored events.

In the past One Church has volunteered at our Halloween Costume Contest and Christmas in the Park events.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	City Council Letter	City Council Letter.pdf
2.	Facility Rental Invoice 5325	Facility Rental Invoice 5325.pdf
3.	Fee Waiver Matrix - One Church Easter Egg Hunt	Fee Waiver Matrix - One Church Easter Egg Hunt.xlsx

Peter Ferreira	Created/Initiated - 02/23/2018
Susan Lovallo	Approved - 03/08/2018
Tracey Riehm	Approved - 03/08/2018
Matthew Jones	Approved - 03/08/2018
Jake Johansson	Approved - 03/08/2018
Robin Fenwick	Final Approval - 03/08/2018

To Whom It May Concern,
The City of Port Orange and City Council.

We are writing you today in regards to the Port Orange Easter Egg Hunt. Last year was the first year that we, at One Church Port Orange, hosted a city-wide Easter egg hunt. In fact, it was the first time we have thrown a large community event since we began out journey as a Church here in Port Orange.

What does the Port Orange Easter Egg Hunt mean to us? This is an event where we want to bring community together. As a body of people, we love the City of Port Orange and we believe in taking care of our community. While there is fun, games, prizes, and candy at this event, we also put a large focus on first responders. Building a positive environment for our future generations to make genuine connections with our first responders is something we find highly valuable.

Our pastor, Nick Griffin especially holds this event to heart, because his father ran the city-wide Easter egg hunt in their home town when he was a child. Nick has a passion to carry on this tradition and see our community grow, together.

With that said, One Church Port Orange intends on hosting this event every year. We call it the Port Orange Easter Egg Hunt because we want it to be about community, not about the names and faces behind the event itself. Each year we seek sponsorships from local and commercial businesses and every single penny goes directly this event for the current year only. There is no money held for the next year or disbursement of funds to One Church Port Orange or any other business or person/people.

City Council of Port Orange, we would like to ask for your assistance with the 2nd Annual Port Orange Easter Egg Hunt by generously waiving the rental fees for the Port Orange City Center. In return, if you would allow us, we would enjoy using the Port Orange City logo for banners, flyers, and other advertisements.

The 2nd Annual Port Orange Easter Egg Hunt will be held on Saturday, March 31st at 10:00 am at the Port Orange City Center Amphitheater.

Thank you for your time and considerations.

Sincerely,
One Church Port Orange

PO Box 342 Daytona Beach, FL 32115
386-679-6767(p)
www.onechurch.net

City of Port Orange Parks & Recreation Department
4655 City Center Circle
Phone: (386) 506-5851
Fax: (386) 756-5351
parks.port-orange.org

Facility Rental Invoice

Customer

One Church
One Church Port Orange
3109 S Ridgewood Ave
South Daytona, FL 32119

Invoice #:	5325	Page 1 of 1
Invoice Date:	01/26/2018	
Payment Due:	03/16/2018	
Permit #:	18-00041	
Use Type:	Special Event	
Description:	Port Orange Easter Egg Hunt	

Location: Amphitheater - Amphitheater Hours: 6.00

Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
03/31/2018	Sat	6:00 AM-12:00 PM	Amphitheater Non-Profit Hourly	6.00	Hours	$50.00	$300.00	$0.00
03/31/2018	Sat	6:00 AM-12:00 PM	Special Event Staff Flat Rate	12.00	Each	$15.00	$180.00	$0.00
03/31/2018	Sat	6:00 AM-12:00 PM	Barricades Flat Rate	2.00	Each	$2.00	$4.00	$0.00

Please remit full payment by 03/16/18

Total Hours	**6.00**
Total Fees	**$484.00**
Total Tax	**$0.00**
Invoice Total	**$484.00**
Amount Paid	**$0.00**
Balance Due	**$484.00**

Event	One Church Easter Egg Hunt	
Question	**Checklist**	**Yes**
1	Open to public participation without regard to religious or other membership requirements	x
2	Activity or event is aimed at promoting and facilitating physical, social or cultural activities for the community	x
3	Free Admission	x
4	Proceeds benefit a non-profit, government or public educational institution (Select "No" if proceeds benefit a for-profit or individual)	x
5	Local Preference	Port Orange
TOTAL FINAL CHARGE (as a percent of normal fees)		

Directions:
Answer the questions as best you can based on the response from the person requesting a waiver.
Answer "Yes" or "No" by placing an "X" in the correct column
Questions 1 and 2 must have an "X" in one of the columns
Question 3 can be left blank if it is a "private event"
Question 4 can be left blank if there are no proceeds (i.e., ticket sales, food sales, clothing sales, etc.)
Question 5 is a drop down box. Pick the appropriate response. Leave it blank if the person or organization is from outside the State of Florida
The resulting percentage is the recommended amount someone would pay as a percent of the total normal fees.

	Total Charge
No	100%
	-18%
	-23%
	-13%
	-23%
[redacted]	-8%
	15%

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/20/2018

Consent item: No

SUBJECT: (I17) Request to use City Logo for Food Truck Wars Event

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Motion to approve the use of the city logo in all Food Truck Wars marketing materials.

SUMMARY: Food Truck Wars is asking for permission to use the city logo in their marketing materials for their event even though the event is not being co-sponsored. Legal recommends that the use of the city logo be reserved for city sponsored events.

The Food Truck Wars event is scheduled for May 26, 2018, at Riverwalk Park from 12:00pm-7:00pm

The event will consist of roughly 30-40 food trucks, beer and wine dispensing, entertainment in the form of a band, and a kids zone.

Project No.: Funding Account No.:

ATTACHMENTS:

Peter Ferreira	Created/Initiated - 03/07/2018
Susan Lovallo	Approved - 03/08/2018
Tracey Riehm	Approved - 03/08/2018
Jake Johansson	Approved - 03/08/2018
Robin Fenwick	Final Approval - 03/08/2018

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **03/20/2018**

Consent item: No

SUBJECT: (J18) City Attorney Comments - Request to engage the legal services of Lewis Longman and Walker, P.A.

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to authorize the services of Wayne Flowers, Esquire of Lewis, Longman and Walker, P. A..

SUMMARY: Wayne Flowers, Esquire is a member of the law firm of Lewis Longman and Walker, P.A. The firm also represents the city in pension law matters. The services of Mr. Flowers have been utilized previously by the city in environmental and permitting matters. The City Attorney's Office is seeking his assistance for the LaMontagne challenge to the St. Johns River Water Management District issuance of a storm water permit to the city for a portion of the Yorktowne Boulevard Extension.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 03/05/2018
Margaret Roberts	Approved - 03/07/2018
Robin Fenwick	Final Approval - 03/07/2018