



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 5, 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 - Pastor Tom Nelson of First United Methodist Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. May 15, 2018 - Regular City Council Meeting
 - b. May 22, 2018 - City Council Special Meeting/Workshop
7. Bid Awards and Contract Items
 - a. Approval of Award for ITB #18-10 - Water Reclamation Facility SCADA System Upgrade for City Lift Stations to Sanders Company
 - b. Approval of Change Order No. 3 to Piggyback Agreement (CA6019) for Annual Paving Program FY17 to Halifax Paving
 - c. Approval of Amended and Renewed Hunting Lease With Smokey Hunt Club
 - d. Rejection of all bids for ITB #18-17 for Public Works Roof and Garage Roofing
 - e. Rejection of all bids for ITB #18-14 for Police Evidence Room HVAC Renovations
 - f. Environmental Legal Liability and Storage Tank insurance with Aspen Specialty Insurance Company
8. Resolution No. 18-13 - Calling a Primary and Regular Election for the purpose of

electing three (3) City Council members and providing for the qualifying period and election dates

9. Resolution No. 18-14 - Seawall Coalition Participation

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

D. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

11. Representative Patrick Henry

12. Report from KemperSports on the Cypress Head Golf

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Civil Service Board Appointment

G. REGULAR

14. Miscellaneous Write-offs - A&A Automotive

H. COMMENTS

15. City Attorney Comments

16. City Manager Comments

I. COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Plan

c. Police Pension Board

d. Fire Pension Board

J. ADJOURNMENT

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE.

Regular City Council Meeting

06/05/2018

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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
MAY 15, 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.

Invocation was provided by Pastor Austin Trammell of Salty Church

Pledge of Allegiance

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

Mike Gardner, citizen, asked that items #6 and #9 be pulled for further discussion.

5. Agenda Approval

Councilman Ford requested that item #9 be pulled.

6. Approval of Minutes - May 1, 2018

7. Bid Awards and Contract Items

- a. Approval for Extension of MetLife agreement for employee dental, vision and city-paid life insurance until 12/31/2019.
- b. Ratification of emergency work for the 20" force main leak on Herbert Street / Burklin Place.
- c. Rejection of RFSQ #17-01 - Police Shooting Range Facility

8. Major Special Event Request – Remarkable River Race Series 5K/10K Race at Aunt Catfish's Restaurant located at 4009 Halifax Drive, Gavone's Pizza located at 4085 Ridgewood Avenue and the Galbreath's private residence located at 4108 Halifax Drive.

9. Approval of Miscellaneous Receivable Write-offs

10. Resolution No. 18-12 - Authorizing Amendments to the Tax Exempt Revenue Note, Series 2010 for Palmer College

Motion to approve the remaining items on
the Consent Agenda was made by

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

Item #9. Approval of Miscellaneous Receivable Write-offs

Councilman Ford asked if liens were filed on the write off accounts. Tracey Riehm, Finance Director, explained the liens were filed but not renewed. Margaret Roberts, City Attorney, will provide a response after further research as to the specific accounts listed.

Mr. Gardner is concerned that the liens were not renewed. He also asked Council to reconsider the approval of minutes as there were two errors: Councilman Ford was listed as present although he was not and was listed as Vice Mayor and Vice Mayor Stiltner was listed as Councilman Stiltner.

Motion to approve Item #9 was made by Vice Mayor Stiltner, and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

Motion to reconsider the minutes was made by Councilman Bastian, and Seconded by Councilman Tramont.

Motion to fix the attendance errors was made by Councilman Ford, and Seconded by Councilman Tramont.

Mr. Gardner was concerned with the amount of time provided for public comments on Item #7(a) because he asked that the item be pulled.

Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Ted Nofall, citizen, addressed Council regarding defending the Constitution.

Mr. Gardner addressed Council regarding the budget procedure. He thanked Council for implementing the City Manager's wage increase until next fiscal year.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Councilman Tramont mentioned a concern of residents regarding a lack of a wall or other

barrier behind the Hammock Subdivision between 7-11. Mr. Johansson advised that 7-11 is amenable to discussing a wall but it is not required by the LDC.

Councilman Ford discussed concerns regarding stormwater and the fees collected. Mr. Johansson advised that Staff is working on a stormwater master plan now and Staff works with citizens and businesses regarding run off so they meet code.

Mayor Burnette discussed issues with homeless people hanging around and sleeping on the doorsteps of businesses along Dunlawton Avenue. Mr. Johansson explained Staff's work with the homeless within the City. Mayor Burnette asked Council to attend the Relay for Life.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

12. Annual Report from Art Haus

Laurie Ring, Executive Director of ArtHaus, and Ron Nowviskie, Board President, discussed the Annual Report as well as the upcoming Fun and Funky Dinner to honor Dorothy Hukill.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, updated Council on the most recent meeting held.

PUBLIC HEARING

14. Second Reading - Ordinance No. 2018-12 - Repealing the Library Advisory Board Ordinance No. 1996-29

Mayor Burnette read Ordinance No. 2018-12.

ORDINANCE NO. 2018-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA REPEALING ORDINANCE 1996-29; DISBANDING THE LIBRARY ADVISORY BOARD OF THE CITY OF PORT ORANGE, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-12 was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner. Motion carried unanimously by roll call vote.

15. Resolution No. 18-10 - Transmittal of the 18-2 Large-Scale Comprehensive Plan Amendment (Case No. 18-20000003)

Mayor Burnette read Resolution No. 18-10.

RESOLUTION NO. 18-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ACCEPTING PROPOSED AMENDMENTS TO THE CITY OF PORT ORANGE COMPREHENSIVE PLAN AND AUTHORIZING SUBMITTAL TO THE STATE LAND PLANNING AND OTHER AGENCIES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-10 was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner.

Penelope Cruz, Planner, explained the need for the amendments being proposed by Staff.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

16. Resolution No. 18-11 - Interlocal Agreement for Distribution of Local Option Fuel Tax

Mayor Burnette read Resolution No. 18-11.

RESOLUTION NO. 18-11

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, SUPPORTING THE ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX FOR THE PERIOD SEPTEMBER 1, 2018 - AUGUST 31, 2019; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-11 was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner.

Mr. Johansson provided details of the gas tax agreement being proposed for a year and discuss changes for next year. He discussed what would happen if the cities didn't not agree to the Interlocal Agreement.

Mr. Nofall spoke against the Interlocal Agreement and encouraged Council to vote against it.

Motion failed unanimously by roll call vote.

COMMENTS

17. City Attorney Comments - Initiate Process for City Attorney Evaluation

Ms. Roberts discussed the process for her evaluation which is due. Council had no changes to the process as presented.

18. City Manager Comments

Mr. Johansson asked Council to un-freeze the positions they froze earlier in the year. The budget is covered for this year and next year's projections include the amounts to cover them.

Motion to unfreeze the positions as requested was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner.

Mr. Nofall asked for the budget numbers to be discussed. Mr. Johansson said the budget was already approved but the hiring was frozen.

Motion carried 4-1 by roll call vote with Councilman Tramont voting no.

Mr. Johansson advised that taxes are not the only revenue source for the City.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

- a. ArtHaus - Nothing to add from the report provided by Laurie Ring.
- b. Port Orange/South Daytona Chamber of Commerce - Mayor Burnette reported on the upcoming events.
- c. First Step - Councilman Tramont reported on the search for an Executive Director.

Mayor Burnette discussed the recent meeting with the Roundtable of Elected Officials. They discussed police in the schools. He also congratulated Mary Wittmyer, Citizen of the Year and Public Safety Officer of the Year Kelsey Higham. Both were recognized by the Volusia League of Cities.

Regular City Council Meeting
May 15, 2018
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ADJOURNMENT - 7:37 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP/SPECIAL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MAY 22, 2018

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

Pledge of Allegiance

Silent Invocation

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

ACTION ITEMS

4. Quentin L. Hampton/Mead Hunt Task Authorization No. 7 for CDBG Environmental Review Compliance

Motion to approve was made by
Councilman Drew Bastian, and
Seconded by Councilman Chase
Tramont.

Vice Mayor Stiltner asked why over 450 vendors looked at the DemandStar posting but didn't bid. He'd like to get more interest from vendors. Mr. Johansson explained the size of the job and Staff's review of the price offered by Quentin L. Hampton/Mead Hunt.

Motion carried unanimously by roll call
vote.

DISCUSSION ITEMS

5. Riverfest Event Report

Shawn Goepfert, Riverfest Chair, thanked Council for their support of the Riverfest Event and showed a Youtube video of the participants and events. Next year's event will be May 31, June 1, and June 2, 2019. They believe it was a huge success.

Debbie Connors, Executive Director Port Orange/South Daytona Chamber of Commerce, thanked Staff for their help with the logistics. There were challenges getting heavy equipment to the event areas.

Council thanked the Committee and asked them to bring more events to include special needs.

Councilman Ford arrived at 5:26 p.m.

Susan Lovallo, Parks & Recreation Director, provided details of the event and requested Council consider 50% of the hours vs. full costs in future contracts. The damage due to too much rain is an issue. There was parking available along Halifax Drive.

6. The Down Under Redevelopment

Tim Burman, Community Development Director, discussed redevelopment of the area under the Dunlawton Causeway. Councilman Bastian liked murals half way up the pilings vs. full murals or lighting. They supported additional parking areas. Councilman Tramont preferred lights over the murals.

7. I-95 Gateway Signage

Mr. Burman discussed three options for signage at I-95. Council wants to keep it simple for easier maintenance and a natural look. They agreed to wing wall signage.

8. Monthly Financial Report

Tracey Riehm, Financial Director, provided the details from the monthly financial report.

9. Budget Discussion

Ms. Riehm provided an overview of the budget, uses of "fund balance", and discussed roll back and unfunded items. Lynn Stevens, Interim Public Works Director, discussed the generator program and her request for two new message boards. Ken Fustin, Fire Chief, discussed the transport program and 105' ladder/aerial quint apparatus requests. Councilman Ford is concerned that Port Orange citizens are going to be paying duplicate taxes for ambulance services because it is a County function. Chief Fustin also discussed the need for kitchen renovations at Stations 71 & 74.

Mayor Burnette advised Council he will be out of town as will Councilman Bastian. They suggested moving it to Monday, June 18, 2018. Mr. Johansson will look at the calendar for possible dates.

ADJOURNMENT – 8:14 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/05/2018

Consent item: Yes

SUBJECT: (B7a) Approval of Award for ITB #18-10 - Water Reclamation Facility SCADA System Upgrade

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Bid 18-10 Water Reclamation Facility SCADA System Upgrade and City Clerk to execute all contract required documents.

SUMMARY: The Public Works & Utilities Department is requesting Council to award Bid 18-10 Water Reclamation Facility SCADA System Upgrade. The bid amount does not exceed \$55,595.00.

The purpose of this project is to upgrade the communication platform between the treatment plant and lift stations to ensure compliance with EPA regulations.

The current SCADA system for the control and communications between the 100+ sewage lift stations requires all materials, equipment, and programming by only the integrator of the system. It is experienced that the current system is outdated and inefficient.

The Utilities Department began researching options to replace the communication platform. VTScada programming can be done by City staff instead of hiring the program provider.

On February 23, 2018, ITB #18-10 Water Reclamation Facility SCADA System Upgrade for City Lift Stations vendors attended the pre-bid meeting and obtained copies of the bid. VTSCADA can be supplied by the purchasing department and the amount was below the budgetary estimate.

Project No.: MME003 Funding Account No.: 403 0400 535 6497

ATTACHMENTS:

1.	Standard Contract for Goods and Services
2.	Public Utilities Department - Sanders VTScada Award Memo May 17 2018
3.	ITB 18-10 Tabulation Sheet (03-30-18)
4.	ITB 18-10 ADDENDUM NO. 1 (03-20-18)
5.	ITB 18-10 Intent to Award (04-03-18)
6.	ITB 18-10 Sanders Response(03-30-18)
7.	ITB #18-10 WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS

Julia Wiggins
Rick Wilson
Lynn Stevens
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Approved - 05/18/2018
Approved - 05/18/2018
Approved - 05/18/2018
Approved - 05/21/2018
Approved - 05/23/2018
Approved - 05/24/2018
Final Approval - 05/24/2018



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2018, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and SANDERS COMPANY, INC., a Florida corporation whose principal address is 2816 SE Monroe Street, Stuart, Florida 34997 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the City of Port Orange with equipment, materials, labor and other such related services to upgrade the SCADA software at the water reclamation facility located at 817 Oak Street, Port Orange, Florida 32127, for monitoring the City's 120 lift stations, and as further described in the Scope of Work in Invitation to Bid No. 18-10 ("ITB 18-10"), Addendum No. 1, and Contractor's Schedule of Unit Pricing, attached hereto as Exhibit "1." A complete copy of ITB 18-10 is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida, 32129.

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City. Work shall be substantially completed within 150 calendar days from issuance of a Notice to Proceed by City, with final completion 30 days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "1," and in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for the Notice to Proceed issued hereunder.

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the total base bid price as set forth in Exhibit "1," in an amount not to exceed Fifty-Five Thousand Five Hundred Ninety-Five and 00/100 Dollars (\$55,595.00). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year.

All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Works & Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

[Remainder of this page intentionally left blank]

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Body Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Additional Insurance Requirements			
☒	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		

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

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

18. Inspection

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

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

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

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

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

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

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

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

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

22. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

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

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

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

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Sanders Company, Inc.
Attention: David F. Sanders, President
2816 South East Monroe Street
Stuart, Florida 34997
(772) 220-2900
schafer@sanderscompany.com

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

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

SANDERS COMPANY, INC.

Printed Name: _____

Printed Name: _____

By: _____

David F. Sanders, 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 MARTIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by David F. Sanders, as President of Sanders Company, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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



"ATTACHMENT 1" ITB 18-10 SCHEDULE OF UNIT PRICING

BID FORM

**CITY OF PORT ORANGE
WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS**

ITB# 18-10

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

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:

SANDERS COMPANY, INC.

CONTACT PERSON:

DOUGLAS SCHAFER

EMAIL ADDRESS:

SCHAFER@SANDERSCOMPANY.COM

AUTHORIZED SIGNATURE:

ITEM	QTY EACH	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	VTScada 5K Dual Server Premium	\$ -	\$ -
2	2	VTScada 5K Development Runtime	\$ 6,595.00	\$ 13,190.00
3	1	VTScada 5K Thin Client Unlimited	\$ 13,295.00	\$ 13,295.00
4	2	VTScada 5K Alarm Notification	\$ 2,095.00	\$ 4,190.00
5	1	VTScada Operation and Configuration Training Course	\$ 2,000.00	\$ 2,000.00
6	1	Bundle Support Plus	\$ 3,450.94	\$ 3,450.94
7	1	1 Bundle 24/7 Emergency Support	\$ 1,533.75	\$ 1,533.75
8	1	Time-Limited Bundle Discount	\$ (14,064.69)	\$ (14,064.69)
9	1	SCI-TEXT PLUS- Fully integrated for 120 lift stations	\$ 6,000.00	\$ 6,000.00
10	1	HMI Installation and Execution Per Specifications	\$ 26,000.00	\$ 26,000.00
TOTAL BASE BID			\$	55,595.00
Shall warranty the above equipment for Parts, Labor and Travel for				1 YEAR

EXHIBIT "1"

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of upgrading SCADA software at the water reclamation facility for the monitoring of 120 City lift stations.

SCOPE OF WORK:

Technical Specification

City of Port Orange WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS

1. General:

1.1 Scope of Work

This Specification covers the work necessary by the contractor (hereinafter referred to as "Contractor") to furnish, install, test, startup, train operating personnel, provide completed work documentation and make operational a SCADA system upgrade for the City of Port Orange lift stations. (the "Work"). The Work is to be performed at the City of Port Orange Water Reclamation Facility (hereinafter referred to as "Owner") located at 817 Oak Street, Port Orange, Florida, 32127 (hereinafter referred to as the "Property"). The project shall reach Final Completion within 180 days of the Notice to Proceed being issued.

1.2 Work Specified Herein

A. Equipment

1. 1 VTScada 5K Dual Server Premium
2. 2 VTScada 5K Development Runtime
3. 1 VTScada 5K Thin Client Unlimited
4. 2 VTScada 5K Alarm Notification
5. 1 VTScada Operation and Configuration Training Course
6. 1 Bundle Support Plus
7. 1 Bundle 24/7 Emergency Support
8. 1 Time-Limited Bundle Discount
9. SCI-TEXT PLUS- Fully integrated for 120 lift stations

B. Installation

1. HMI System Programming to include:

- 104 Duplex Smith & Loveless Stations
- 7 Duplex Submersible Stations
- 5 Master Pump Stations
- Runtime and flow reports
- Integrate existing Dataflow Lift Station RTU's

C. Execution

1. Equipment Installation
2. System Testing
3. Documentation (O&M Manuals)
4. Startup and Training Services

1.3 Detailed Description of the Work

A. Background Information:

The purpose of this project is to update the SCADA system at the Water Reclamation Facility used to monitor 120 remote lift stations. The new SCADA system will also interface with plant upgrades anticipated at the WRF in upcoming Capital Improvement Projects.

1.4 Quality Assurance

A. Acceptable Suppliers

1. All the equipment supplied hereunder shall be as specified. SCADA Software - VTScada 5K Dual Server Premium (No Equal). Master RTU – SCI-TEXT PLUS fully integrated for 120 lift stations (No Equal). All other equipment shall be manufactured by the vendor specified herein.

If a manufacturer or fabricator is named in this Specification with NO EQUAL specified, there IS NO EXCEPTIONS OR APPROVED EQUALS TO USING THIS MANUFACTURER AS THE CITY OF PORT ORANGE DESIRES TO STANDARDIZE TO MINIMIZE THE AMOUNT OF SPARE PARTS AND REQUIRED OPERATOR TRAINING!

2. All the equipment supplied hereunder shall be as specified.

A. The Contractor shall be responsible for providing all equipment, accessories, installation labor, documentation and startup and training services required for a

complete and operational SCADA system and thus shall demonstrate satisfactory experience in providing this level of support on at least three other similar projects.

B. Equipment Testing

1. The SCADA system will be tested under normal operation and under simulated alarm conditions over a 14-day period.

C. Warranty

1. All equipment (Parts & Labor) will be warranted (1) year from the date of project completion.

1.5 Proposal Submittals

- A. Firm lump sum price to do the work specified herein.
- B. List any major subcontractors and major supplies. Provide three (3) references for any subcontractor showing relevant experience to this project.
- C. Submit a minimum of three separate references with contact names and phone numbers, where substantially similar installations for the equipment application as specified has been in satisfactory operation for a minimum of one year for both the system installation and the permitting for the subcontractor performing the work.
- D. Submit a simple Bar Chart Schedule showing the Contractor's proposed schedule for the Work.
- E. Any Other Relevant Information from Contractor or its Subcontractors with respect to their qualifications or suitability to perform the Work

1.6 After Award Submittals

- A. Submit product data for the VTScada system and SCI-TEXT Master RTU
- B. Two Copies, and one electronic copy, of Operating and Maintenance (O&M) manuals prepared specifically for this project, shall be provided. Manuals shall include all procedures, drawings, parts list, special tools, recommended spare parts, sodium hypochlorite information, operational instructions, warranty statement and subcontractor warranties, etc. required to instruct personnel unfamiliar with such equipment and to operate the system.

2.0 Execution

2.1 Installation

- A. SCADA System Installation: Contractor shall install a new SCADA system at the Water Reclamation Facility located at 817 Oak Street, Port Orange, FL 32127. The contractor will work with City staff to keep current SCADA system operational during installation of new SCADA system. The contractor will minimize downtime of current SCADA system during installation and startup.

2.2 Services

- A. Upon completion of the installation, a full 8 hr. operational test shall be performed in the presence of the Owner. The Contractor shall furnish all labor, materials and equipment required for such test and shall correct any deficiencies noted within 14 days. Vendor shall include a one year warranty that covers setup and installation of upgrades if required.
- B. The new VTScada System will be tested under normal working conditions. The Owner will also simulate alarm conditions under startup. The contractor will verify working alarm conditions on all regional lift stations.
- C. The Contractor shall provide an on-site training session for Owner's personnel to understand the operation of VTScada System.

*****END OF SPECIFICATION*****



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 Utilities Director

THRU: Julia Wiggins, Public Utilities Budget Analyst

FROM: Steve Parnell, Reclaimed Water Production Manager

DATE: May 17, 2018

SUBJECT: Intent to Award ITB 18-10 – Water Reclamation Facility SCADA System Upgrade for City Lift Stations to Sanders Company, Inc.

REQUEST:

The Public Works & Utilities Department is requesting Council to award Bid 18-10 Water Reclamation Facility SCADA System Upgrade for City Lift Stations to Sanders Company in an amount not to exceed \$55,595.00.

PURPOSE:

The purpose of this request is to transition the communication platform between the treatment plant and sewage lift stations to a software system capable of working with numerous hardware manufacturers to maintain compliance with EPA regulations.

CONSIDERATION:

The current SCADA system for the control and communications between the 100+ sewage lift stations located throughout the city and the treatment plant was installed in 1989. It provides information to operations staff as to the level of sewage in the station, the status of the pumps (on or off) pump faults and power loss at the lift station. It provides alarms to ensure that no sewage overflows the station and maintains the level of service expected by the customer.

The Water Reclamation Facility SCADA system has multiple PLC's (Programmable Logic Controllers) that control the treatment plant processes for treating sewage. Maintaining the communication system is critical to reduce chemical consumption, power consumption, and ensure compliance with the numerous requirements within the state and federal permits.

The current system is proprietary and requires all materials, equipment, and programming by only the integrator of the system, DataFlow. Today, the system is experiencing chronic communication failures. The ability to accurately monitor lift station components can result in savings by identifying failures before they result in equipment damage or a sanitary sewer spill. The treatment plant PLC's are not functioning properly and Dataflow can no longer support the equipment or retrofit the equipment to continue operations.

The operational control strategy of the WRF has drastically changed since these Dataflow PLC's were installed in 1989. Daily discharge to the Halifax River was the old operational strategy and as regulations have increased and the City of Port Orange's reclaimed system has grown, now discharge to the Halifax River is limited to emergency/storm situations. Furthermore, the addition of remote pumping stations located off Williamson Blvd and Shunz Rd. require a new operational strategy. Unfortunately, Dataflow is unable to support/modify the current system at the WRF to accommodate a new operational control strategy.

The Utilities Department Instrumentation Technicians began researching options to replace the communication platform. VTScada is an open integration software system that works with any industry standard PLC. The open integration means that changes in programming can be done by City staff instead of hiring the program provider. This will allow staff at the WRF to begin to replace PLC's and develop a new operational control strategy. VTScada can be modified as needed and adjusted to growing operational changes at the WRF, reclaimed system and lift stations. All hardware (computers, PLC's, monitors, communication devices) can all be purchased off the shelf instead of being sole sourced to the manufacturer. In fact, this bid did not include any of the above mentioned hardware needed. Utilities staff worked with city IT staff to price and be able to purchase the equipment under the existing city/state contracts which saves the city money.

On February 23, 2018, ITB #18-10 Water Reclamation Facility SCADA System Upgrade for City Lift Stations was released for bidders. On March 30, 2018, the Purchasing Department received one bid. Numerous vendors attended the pre-bid meeting and obtained copies of the bid. VTSCADA can be supplied by numerous other vendors. However, Sanders Company Inc. was the sole bidder. The bid was deemed responsive by the purchasing department and the amount was below the budgetary estimate.

FUNDING:

Reclaim Water Plant CIP-MME003 – 403 0400 535 6497

RECOMMENDATION:

The Public Works & Utilities Department is recommending Council to award Bid 18-10 Water Reclamation Facility SCADA System Upgrade for City Lift Stations to Sanders Company in an amount not to exceed \$55,595.00.

ANTICIPATED SCHEDULE:

a.) Set for Council approval – June 5, 2018

ATTACHMENTS:

- a.) Sanders Company – Bid Submission
- b.) Original Bid Documents
- c.) Bid Tabulation
- d.) Intent to Award Letter



CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

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

ITB NUMBER: ITB-#18-10
ITB TITLE: WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS
OPENING DATE/TIME: March 30, 2018 at 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		Sanders Company			
1	Form 7.2 – Vendor’s Acknowledgement	YES			
2	Form 7.3 – Addendum and Change Order Procedure	YES			
3	Form 7.4 – Drug Free/Tie Preference Statement	YES			
4	Form 7.5 – Public Entity Crimes Statement	YES			
5	Form 7.6 – Affidavit of Anti-Collusion	YES			
6	Form 7.7– Statement of Vendor’s Qualifications	YES			
7	Form 7.8 – Professional References for Previous Exp.	YES			
8	Form 7.9 – Local Business Affidavit of Eligibility	YES			
9	Attachment 1 – Bid Proposal	YES			
10	Bid Bond	YES			
	1 Original, 1 Digital Copy	YES			
	Deemed Responsive?	YES			
TOTAL BASE BID		\$ 55,595.00	\$ -	\$ -	\$ -

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: David Battaglia, Purchasing Agent



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1

March 20, 2018

ITB #18-10 WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated February 23, 2017 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. QUESTIONS AND ANSWERS:

1. The Scope specifies the need to provide Master RTU - SCI-TEXT PLUS- (No Equal) Fully integrated for 120 lift stations. Can the City provide system architecture that describes the Master RTU - SCI-TEXT PLUS, its relationships with the existing DFS RTUs (i.e. if any), and with the VTScada (i.e. if any)?

Answer: The Sci-text plus has no relationship with our current DFS system, contact the manufacturer for information on integrating the plus unit with VTSCADA.

2. Can the City share the rationale behind adding the Master RTU - SCI-TEXT PLUS, in addition to the VT Scada and the DFS RTUs?

Answer: It's the first step in transitioning to a new telemetry system.

3. What is the reason the City decide on No Equal?

Answer: Through our research, this is the hardware we have chosen to use.

4. Does the City already have Master RTU – SCI-TEXT PLUS in place?

Answer: No. However, the City has been using a demo Plus unit for 8 months to test the dependability of the Sci-Text system

5. Have the City evaluated other, more advanced Cloud Base Monitoring solutions?

Answer: Yes.

6. What are the normal hours to complete the work?

Answer: 7:00 A.M. till 3:30 P.M.

7. Your specs say it needs an SCI -TEXT PLUS Logger Can we get a diagram of how you want that set up with your data flow?

Answer: Information on configuring VTSCADA with a DFS system is available on the VTSCADA web site, see the developers guide. The Sci-text Plus unit is a standalone system not connected to the DFS system.

8. Is there any reason you went specifically with that logger and no other one?

Answer: Through our research and its unique capabilities it is the one we have chosen.

9. Those SCI Loggers already installed or is that part of the contract?

Answer: The bid includes installation and configuration of a Sci-Text master or plus unit.

10. Do we have to be SCADA certified?

Answer: No

11. Is there any reason you're using this in addition to the PCI DATA flow collective is it a backup?

Answer: It is not a backup, It's the first step in transitioning to a new telemetry system.

12. Would be interested in other systems we provide?

Answer: No

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. #1



NOTICE OF INTENT TO AWARD

ITB # 18-10

WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS

APRIL 3, 2018

On March 30, 2018 Purchasing received one (1) bid submittals for ITB #18-10 Water Reclamation Facility SCADA System Upgrade for City Lift Stations. After review of the response, City Staff has made a recommendation to award to Sanders Company Inc. of Stuart, Florida in the amount \$55,595.00. The recommendation will be presented to City Council on May 1, 2018.

David Battaglia
Purchasing Agent

ITB #18-10 BID (COPY)

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY:

Sanders Company, Inc.

Name of Business

[Signature]

Authorized Signature

3/27/18

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Sanders Company, Inc.
NAME OF BUSINESS

Douglas Schayer
AUTHORIZED SIGNATURE

General Manager
NAME, TITLE, TYPED

59-1662530
FEDERAL IDENTIFICATION #

STATE OF Florida COUNTY OF Martin

The foregoing instrument was acknowledged before me this day of March 27, 2018 by Douglas Schayer, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 1-19-21

2816 SE Monroe Street
MAILING ADDRESS

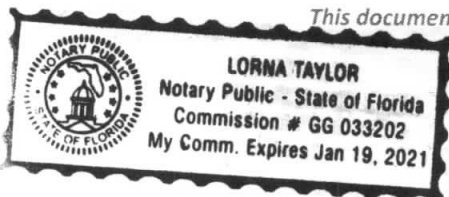
Stuart, Florida 34997
CITY, STATE & ZIP CODE

772-220-2900
TELEPHONE NUMBER / FAX NUMBER

schafer@sanderscompany.com
E-MAIL ADDRESS

Lorna Taylor
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 3/24/18 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."

Sanders Company, Inc.

Name of Business

By: [Signature]

Printed Douglas Schaefer Name:

Title: General Manager

STATE OF Florida
COUNTY OF Martin

Sworn to (or affirmed) and subscribed before me this 27 day of March, 2018 by
Douglas Schaefer, as Vice President of
Sanders Company Inc
(NAME) (TITLE) (NAME OF ORGANIZATION)
and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Sanders Company, Inc.

Name of Business

By: [Signature]

Printed Name: Douglas Schaefer

Title: General Manager

STATE OF Florida
COUNTY OF Martin

Sworn to (or affirmed) and subscribed before me this 27 day of March, 20 18 by
Douglas Schaefer (NAME), as Vice President (TITLE) of
Sanders Company Inc (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

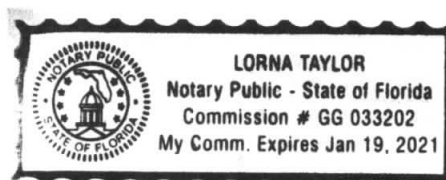
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



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

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

Before me, the undersigned Authority, personally appeared affiant Douglas Schaff, who, being by me first duly sworn, made the following statement:
David Sanders

1. The business address of Sanders Company, Inc. (name of Offeror or business) is 2816 SE Monroe Street Stuart, Florida 34997.
2. My relationship to Sanders Company, Inc. (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~
Sanders Company, Inc. 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.)

Sanders Company, Inc.

Name of Business

By: David Sanders

Printed Name: David Sanders

Title: President

STATE OF Florida
COUNTY OF Marion

Sworn to (or affirmed) and subscribed before me this 27 day of March, 2018 by David Sanders as President of Sanders Company Inc and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Lorna Taylor
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Sanders Company, Inc.

SIGNED BY: David Sanders

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

PRINTED SIGNATURE: David Sanders

TITLE: President

ADDRESS: 2816 SE Monroe Street

CITY: Stuart STATE: Florida ZIP CODE: 34997

TELEPHONE: 772-220-2900 FAX: 772-220-3088

COMPLETION TIME: 180 Days

F.E.I.N. NUMBER: 591662530

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. Sanders Company, Inc.
- B. Permanent main office address. 2816 SE Monroe Street Stuart, Florida 34997
- C. Date organized. 5/1/1975
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 43
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) City of Plantation, FL \$98,000 4/30/18
City of Pembroke Pines, FL \$200,000 6/30/18
- G. General character of work performed by your company. Sales, Service, and Integration for Water and Wastewater Equipment
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
No
- I. Have you ever defaulted on a contract? If so, where and why?
No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
City of Pembroke Pines \$350,000 3/16, City of Leesburg \$150,000 8/17
- K. List your major equipment currently owned or leased. NA
- L. Experience in work similar to this type of project.
20 years of integration, startup, & electrical in the municipal market
- M. Background and experience of the principal members of your organization, including the officers.
Douglas Schafer - EET and Air Force Electronics Tech., Steven Houser -
- N. Credit currently available: \$ OPEN 25 years MCS2 CERTIFIED
Factory Training UTSCAPA
Allen Braoing 15 years
- O. Give bank reference: BB + T ERIC PRESTON
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES

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

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

Sanders Company, Inc.

Name of Business

By: [Signature]
Printed Name: Douglas Schaefer
Title: General Manager

STATE OF Florida
COUNTY OF Martin

Sworn to (or affirmed) and subscribed before me this 27 day of March, 2018, by
Douglas Schaefer, as Vice President
of Sanders Company Inc and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

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



This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: Town of Longboat Key, Florida
Contact Person: Brad Walter
City, State: Town of Longboat Key, Florida
Telephone Number: 941-650-5271
Email Address: bwalter@longboatkey.org
Description of goods or
Services provided: Installation, troubleshooting, and Integration Water Plants and Lift Stations
Contract Amount: 20 Years of Service several contracts totaling over 1 Million
Start/End Date of Contract: 1998-Present
2. Company Name: City of Pembroke Pines, Florida
Contact Person: Gerry Desjardin
City, State: City of Pembroke Pines, Florida
Telephone Number: 954-299-5707
Email Address: gdesjardins@ppines.com
Description of goods or
Services provided: Installation, troubleshooting, and Integration of Water and Wastewater Plants
Contract Amount: 30 Years of Service several contracts totaling over 2 Million
Start/End Date of Contract: 1988-Present
3. Company Name: City of Leesburg, Florida
Contact Person: Chad Conklin
City, State: City of Leesburg, Florida
Telephone Number: 754-800-2489
Email Address: chad.conklin@leesburgflorida.gov
Description of goods or
Services provided: Installation, troubleshooting, and Integration of Water and Wastewater Plants
Contract Amount: Totaling over 1.2 Million and Lift Stations
Start/End Date of Contract: 1995-Present

This document must be completed and returned with your Submittal.

FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB #18-10

BUSINESS NAME: Sanders Company, Inc.

CONTACT PERSON/TITLE: Douglas Schafer

MAILING ADDRESS: 2816 SE Monroe Street

CITY-STATE-ZIP: Stuart, Florida 34997

Length of Time at Address Provided: 30 Years

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

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

FEIN (Federal Employer Identification Number): 591662530

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 772-220-2900 FAX: 772-220-3088

EMAIL: schafer@sanderscompany.com

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

ATTESTATION – I understand that:

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

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

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

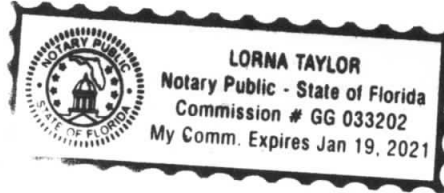
Lorna Taylor
SIGNATURE OF NOTARY PUBLIC
THIS 27 DAY OF March, 2018
My Commission Expires: 1-19-21

NOTARY SEAL

Douglas Schaffer 3/27/18
SIGNATURE OF AFFIANT DATE

Douglas Schaffer Vice Pres
PRINTED NAME OF AFFIANT / TITLE

SANDERS Company Inc
COMPANY



This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 18-10 SCHEDULE OF UNIT PRICING

BID FORM

**CITY OF PORT ORANGE
WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS**

ITB# 18-10

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

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:

SANDERS COMPANY, INC.

CONTACT PERSON:

DOUGLAS SCHAFER

EMAIL ADDRESS:

SCHAFER@SANDERSCOMPANY.COM

AUTHORIZED SIGNATURE:

Douglas Schaffer

ITEM	QTY EACH	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	VTScada 5K Dual Server Premium	\$ -	\$ -
2	2	VTScada 5K Development Runtime	\$ 6,595.00	\$ 13,190.00
3	1	VTScada 5K Thin Client Unlimited	\$ 13,295.00	\$ 13,295.00
4	2	VTScada 5K Alarm Notification	\$ 2,095.00	\$ 4,190.00
5	1	VTScada Operation and Configuration Training Course	\$ 2,000.00	\$ 2,000.00
6	1	Bundle Support Plus	\$ 3,450.94	\$ 3,450.94
7	1	1 Bundle 24/7 Emergency Support	\$ 1,533.75	\$ 1,533.75
8	1	Time-Limited Bundle Discount	\$ (14,064.69)	\$ (14,064.69)
9	1	SCI-TEXT PLUS- Fully integrated for 120 lift stations	\$ 6,000.00	\$ 6,000.00
10	1	HMI Installation and Execution Per Specifications	\$ 26,000.00	\$ 26,000.00
TOTAL BASE BID			\$	55,595.00
Shall warranty the above equipment for Parts, Labor and Travel for				1 YEAR

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Sanders Company, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2816 SE Monroe St., Stuart, FL 34997-5902, Tel.: 772-220-2900, (hereinafter called "PRINCIPAL"), and The Ohio Casualty Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 175 Berkeley Street, Boston, MA 02116, Tel.: 617-357-9500 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Eighty five thousand five hundred and fifty dollars and (00)/100 (\$ 55,500 -), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated March 30th, 2018, for:

Project Name / Bid No.: Water Reclamation Facility SCADA System Upgrade for City Lift Stations
ITB #18-10

Project Address: Port Orange, Florida

Legal Description: See Attached

Description of Work: Furnish, install, test, startup, train operating personnel, provide completed work documentation and make operational a SCADA system upgrade for the City of Port Orange lift stations.

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 30th day of March, A.D. 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: Sanders Company, Inc.

[Signature]
Signature
Corporate Officer & Title

ATTEST:

[Signature]
Signature
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY: The Ohio Casualty Insurance Company

[Signature]
Attorney-in-Fact (signature)
Gloria A. Richards, Attorney-In-Fact
Name & Title
Gloria A. Richards, FL Licensed Resident Agent
Name of Local Resident Agent
Boston, MA 02116
City, State, Zip
617-357-9500
Telephone:
A.M. Best No. A, XV NAIC No. 24074

ATTEST:

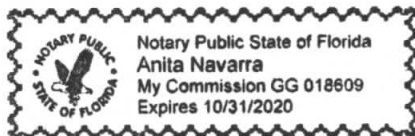
[Signature]
Signature
Susan L. Reich
Corporate Secretary (Affix Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

Before me this day personally appeared Gloria A. Richards (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Ohio Casualty Insurance Company (corporate surety) and that this person has been authorized by The Ohio Casualty Insurance Co. (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

[Signature]
Signature of Affiant Gloria A. Richards

Sworn to / Affirmed and subscribed before me this 30th day of March, 2018, by Gloria A. Richards who is personally known to me or who produced N/A as identification.



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Type or print name: Anita Navarra
Commission No.: GG 018609
Commission Expires: October 31, 2020
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal



THE OHIO CASUALTY INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2016

Assets		Liabilities	
Cash and Bank Deposits	\$62,496,514	Unearned Premiums	\$1,108,755,728
*Bonds — U.S Government	391,344,337	Reserve for Claims and Claims Expense	2,757,420,371
*Other Bonds	3,464,047,735	Funds Held Under Reinsurance Treaties	0
*Stocks	281,912,685	Reserve for Dividends to Policyholders	151,185
Real Estate	24,710,290	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums	668,153,487	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	31,694,708	Other Liabilities	<u>53,393,377</u>
Other Admitted Assets	<u>717,271,701</u>	Total	\$3,919,720,661
Total Admitted Assets	<u>\$5,641,631,457</u>	Special Surplus Funds	\$ 15,241,173
		Capital Stock	4,500,000
		Paid in Surplus	738,183,897
		Unassigned Surplus	963,985,727
		Surplus to Policyholders	<u>1,721,910,797</u>
		Total Liabilities and Surplus	<u>\$5,641,631,458</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23rd day of March, 2017.

T. Mikolajewski

Assistant Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7845136

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl Foley; Don Bramlage; Glenn Arvanitis; Gloria A. Richards; Jeffrey W. Reich; Kim E. Niv; Lisa Roseland; Susan L. Reich; Teresa L. Durham

all of the city of Maitland, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of July, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of July, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of March, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.



SANDCOM-01

SSCALERA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2018

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

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

PRODUCER R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	CONTACT NAME:		
	PHONE (A/C, No, Ext): (772) 287-3366	FAX (A/C, No): (772) 287-4255	
	E-MAIL ADDRESS: info@rvjohnson.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A: FCCI Insurance Company	02952	
INSURED Sanders Company Inc. 2816 SE Monroe Street Stuart, FL 34997	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			GL0017505	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CA10000825602	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	001WC17A73435	04/17/2017	04/17/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS

ITB #18-10



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: February 23, 2018

Bid Due Date and Time: March 30, 2018 at 2:30 P.M.

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



Legal Notice to Proposers

ITB #18-10 WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS

Notice is hereby given that the City of Port Orange is soliciting bids for **ITB #18-10 WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS**. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on March 30, 2018** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M.** (local time) on **March 9, 2018** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

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

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids for the purpose of upgrading the SCADA software at the water reclamation facility for the monitoring of 120 City lift stations*

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #18-10 WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS" in the subject line. Last day for questions will be **March 16, 2018 at 5:00 P.M.**

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

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

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

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #18-10 WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **February 23, 2018**

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN

SEALED BID NO.	ITB #18-10 _____
BID TITLE:	WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS _____
DUE DATE/TIME:	March 30, 2018 at 2:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Battaglia Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of upgrading the SCADA software at the water reclamation facility for the monitoring of 120 City lift stations.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:February 23, 2018
Non-Mandatory Pre-Bid Conference March 9, 2018 at 10:00 A.M.
Deadline for Questions:March 16, 2018 by 5:00 P.M.
Final Addendum Posting:March 27, 2018 by 5:00 P.M.
Bids Due: March 30, 2018 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

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

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

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

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

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

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

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

NON-MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #18-10 WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The city of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.

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

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB

shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

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

MINIMUM QUALIFICATIONS:

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

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided “Professional References” form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

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

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of upgrading SCADA software at the water reclamation facility for the monitoring of 120 City lift stations.

SCOPE OF WORK:

Technical Specification

City of Port Orange WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS

1. General:

1.1 Scope of Work

This Specification covers the work necessary by the contractor (hereinafter referred to as "Contractor") to furnish, install, test, startup, train operating personnel, provide completed work documentation and make operational a SCADA system upgrade for the City of Port Orange lift stations. (the "Work"). The Work is to be performed at the City of Port Orange Water Reclamation Facility (hereinafter referred to as "Owner") located at 817 Oak Street, Port Orange, Florida, 32127 (hereinafter referred to as the "Property"). The project shall reach Final Completion within 180 days of the Notice to Proceed being issued.

1.2 Work Specified Herein

A. Equipment

1. 1 VTScada 5K Dual Server Premium
2. 2 VTScada 5K Development Runtime
3. 1 VTScada 5K Thin Client Unlimited
4. 2 VTScada 5K Alarm Notification
5. 1 VTScada Operation and Configuration Training Course
6. 1 Bundle Support Plus
7. 1 Bundle 24/7 Emergency Support
8. 1 Time-Limited Bundle Discount
9. SCI-TEXT PLUS- Fully integrated for 120 lift stations

B. Installation

1. HMI System Programming to include:

- 104 Duplex Smith & Loveless Stations
- 7 Duplex Submersible Stations
- 5 Master Pump Stations
- Runtime and flow reports
- Integrate existing Dataflow Lift Station RTU's

C. Execution

1. Equipment Installation
2. System Testing
3. Documentation (O&M Manuals)
4. Startup and Training Services

1.3 Detailed Description of the Work

A. Background Information:

The purpose of this project is to update the SCADA system at the Water Reclamation Facility used to monitor 120 remote lift stations. The new SCADA system will also interface with plant upgrades anticipated at the WRF in upcoming Capital Improvement Projects.

1.4 Quality Assurance

A. Acceptable Suppliers

1. All the equipment supplied hereunder shall be as specified. SCADA Software - VTScada 5K Dual Server Premium (No Equal). Master RTU – SCI-TEXT PLUS fully integrated for 120 lift stations (No Equal). All other equipment shall be manufactured by the vendor specified herein.

If a manufacturer or fabricator is named in this Specification with NO EQUAL specified, there IS NO EXCEPTIONS OR APPROVED EQUALS TO USING THIS MANUFACTURER AS THE CITY OF PORT ORANGE DESIRES TO STANDARDIZE TO MINIMIZE THE AMOUNT OF SPARE PARTS AND REQUIRED OPERATOR TRAINING!

2. All the equipment supplied hereunder shall be as specified.

A. The Contractor shall be responsible for providing all equipment, accessories, installation labor, documentation and startup and training services required for a

complete and operational SCADA system and thus shall demonstrate satisfactory experience in providing this level of support on at least three other similar projects.

B. Equipment Testing

1. The SCADA system will be tested under normal operation and under simulated alarm conditions over a 14-day period.

C. Warranty

1. All equipment (Parts & Labor) will be warranted (1) year from the date of project completion.

1.5 Proposal Submittals

- A. Firm lump sum price to do the work specified herein.
- B. List any major subcontractors and major supplies. Provide three (3) references for any subcontractor showing relevant experience to this project.
- C. Submit a minimum of three separate references with contact names and phone numbers, where substantially similar installations for the equipment application as specified has been in satisfactory operation for a minimum of one year for both the system installation and the permitting for the subcontractor performing the work.
- D. Submit a simple Bar Chart Schedule showing the Contractor's proposed schedule for the Work.
- E. Any Other Relevant Information from Contractor or its Subcontractors with respect to their qualifications or suitability to perform the Work

1.6 After Award Submittals

- A. Submit product data for the VTScada system and SCI-TEXT Master RTU
- B. Two Copies, and one electronic copy, of Operating and Maintenance (O&M) manuals prepared specifically for this project, shall be provided. Manuals shall include all procedures, drawings, parts list, special tools, recommended spare parts, sodium hypochlorite information, operational instructions, warranty statement and subcontractor warranties, etc. required to instruct personnel unfamiliar with such equipment and to operate the system.

2.0 Execution

2.1 Installation

- A. SCADA System Installation: Contractor shall install a new SCADA system at the Water Reclamation Facility located at 817 Oak Street, Port Orange, FL 32127. The contractor will work with City staff to keep current SCADA system operational during installation of new SCADA system. The contractor will minimize downtime of current SCADA system during installation and startup.

2.2 Services

- A. Upon completion of the installation, a full 8 hr. operational test shall be performed in the presence of the Owner. The Contractor shall furnish all labor, materials and equipment required for such test and shall correct any deficiencies noted within 14 days. Vendor shall include a one year warranty that covers setup and installation of upgrades if required.
- B. The new VTScada System will be tested under normal working conditions. The Owner will also simulate alarm conditions under startup. The contractor will verify working alarm conditions on all regional lift stations.
- C. The Contractor shall provide an on-site training session for Owner's personnel to understand the operation of VTScada System.

*****END OF SPECIFICATION*****

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

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

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

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

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

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

3. ADDITIONAL GOODS

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

4. **ANTI-COLLUSION STATEMENT**

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

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

8. **AWARDS**

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

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

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

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

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

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

10. **BID RETURNS**

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

11. **BID PROTEST**

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

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

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

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid Opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. **BONDS**

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

14. **CERTIFICATE OF INSURANCE**

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

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

15. **CHANGE ORDERS**

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

16. **CHANGE ORDER REQUEST NOTIFICATION**

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

17. **CLEAN UP**

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

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

18. **CONDUCT OF VENDORS**

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

19. **CONE OF SILENCE**

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

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

Exceptions to the Cone of Silence:

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

20. **CONFLICT OF INTEREST**

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

21. **CONFLICT OF INSTRUCTIONS**

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

22. **CONTRACT**

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

23. **CONTRACT OBLIGATION**

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

24. **CONTRACT RENEWALS**

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

25. **COOPERATIVE PURCHASING**

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

26. **COPYRIGHT AND PATENT RIGHTS**

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

27. **COST INCURRED BY VENDOR**

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

28. **DAMAGE**

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

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

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

31. **DELIVERY OF GOODS/SERVICES**

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

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

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

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

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

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

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

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

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

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

35. **EVALUATION**

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

Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EXCEPTIONS TO SPECIFICATIONS**

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

37. **E-VERIFY**

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

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

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

40. **FINANCIAL STABILITY**

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

41. **FORCE MAJEURE**

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

42. **GOVERNING FORMS**

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

43. **GOVERNING LAW**

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

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

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

44. **GRANT FUNDING**

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

45. **HIPAA COMPLIANCE**

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

46. **IDENTICAL TIE BIDS**

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

47. **INDEMNIFICATION/HOLD HARMLESS**

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

directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. **INDEPENDENT CONTRACTOR**

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

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

49. **INSPECTIONS AND TESTING**

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

50. **INSURANCE**

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

51. **INSURANCE CANCELLATION**

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

52. **INSURANCE REQUIREMENTS**

If required the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage \$1,000,000 minimum	

53. **INVOICES AND PAYMENTS**

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

54. **IRREVOCABILITY OF RESPONSES**

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

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

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

56. **LEGAL REQUIREMENTS**

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

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

Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. **LICENSES, PERMITS AND TAXES**

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

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

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

59. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

60. **MAINTENANCE**

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

61. **NAME BRANDS**

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

62. **NON-DISCRIMINATION**

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

63. **NON-EXCLUSIVITY OF CONTRACT**

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

64. **NON-PERFORMANCE:**

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

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

65. **NOTICE TO CONTRACTOR**

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

66. **OPTIONAL CONTRACT USAGE**

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

67. **OTHER AGENCIES**

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

68. **PATENTS/COPYRIGHTS**

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

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

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

70. **PREPARATION OF RESPONSES**

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

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

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

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

72. **PRICING**

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

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

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

73. **PRODUCTS/ESTIMATES:**

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

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

74. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. **PROTECTION**

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

76. **PUBLIC ENTITY CRIMES**

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

77. **PUBLIC RECORDS COMPLIANCE**

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

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

79. **PURCHASE ORDER AND DELIVERY**

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

80. **QUALITY**

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

81. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. **RECORDS/AUDIT**

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

83. **RECYCLED MATERIALS**

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

84. **REJECTING OF RESPONSES, REBIDDING**

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

85. **REQUEST FOR ADDITIONAL INFORMATION**

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

86. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the

requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

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

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

88. **RIGHT OF WITHDRAWAL**

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

89. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

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

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

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

91. **SAMPLES**

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

92. **SEPARATION AND DISTRIBUTION**

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

93. **SEVERABILITY**

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

94. **SIGNATURE REQUIRED**

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

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. **SILENCE OF SPECIFICATIONS**

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

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

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

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

98. **STATE LICENSING REQUIREMENTS**

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

99. **SUBCONTRACTING**

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

100. **SUPPLEMENTAL MATERIALS**

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

101. **TAXES**

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

102. **TERM CONTRACTS**

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

103. **TERMINATION**

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

notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. **TERMINATION - NOTICE**

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

105. **TITLE TRANSFER**

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

106. **UNBALANCED BID**

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

107. **USE OF SOLICITATION FORMS**

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

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

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

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

108. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or

referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

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

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

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

110. **WAIVER OF IRREGULARITIES**

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

111. **WARRANTIES**

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

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM

The term of the contract shall be from the Notice to Proceed. There will be 150 calendar days for substantial completion and another 30 calendar days for final completion.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

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

BID BONDS

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

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

[Notary: Please select one]

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

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

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

_____ and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

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

This document must be completed and returned with your Submittal.

FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

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

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

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

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

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

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

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



**"ATTACHMENT 1" ITB 18-10 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
WATER RECLAMATION FACILITY SCADA SYSTEM UPGRADE FOR CITY LIFT STATIONS**

ITB# 18-10

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

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

ITEM	QTY EACH	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	VTScada 5K Dual Server Premium	\$ -	\$ -
2	2	VTScada 5K Development Runtime	\$ -	\$ -
3	1	VTScada 5K Thin Client Unlimited	\$ -	\$ -
4	2	VTScada 5K Alarm Notification	\$ -	\$ -
5	1	VTScada Operation and Configuration Training Course	\$ -	\$ -
6	1	Bundle Support Plus	\$ -	\$ -
7	1	1 Bundle 24/7 Emergency Support	\$ -	\$ -
8	1	Time-Limited Bundle Discount	\$ -	\$ -
9	1	SCI-TEXT PLUS- Fully integrated for 120 lift stations	\$ -	\$ -
10	1	HMI Installation and Execution Per Specifications	\$ -	\$ -
TOTAL BASE BID				\$ -
Shall warranty the above equipment for Parts, Labor and Travel for				

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE STANDARD CONTRACT FOR GOODS/SERVICES

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

1. Provision of Services

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

(i) _____

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

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

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

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

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

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

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

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

19. Inspection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: _____
Attention: _____

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

28. Contract Construction

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

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

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

[Remainder of this page intentionally left blank]

FOR INFORMATIONAL PURPOSES

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

[CA ____]



End of Solicitation Documents



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/05/2018

Consent item: Yes

SUBJECT: (B7b) Approval of Amended and Renewed Hunting Lease With Smokey Hunt Club

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Amended and Renewed Hunting Lease With Smokey Hunt Club and provide the City Manager Authority to sign on behalf of City Council should Volusia County make minor adjustments.

SUMMARY: The City recently went out to bid for the hunting lease in the city's well field area. It was determined however the best course of action was to extend and amend the lease with our current tenant, Smokey Hunt Club.

The attached lease is for one additional year. The rent is about 7.8% higher than the previous year. The city's portion of the rent will be \$97,442.18 and the County's portion will be \$33,968.18.

Additional changes to the lease include: an option for the City or County to use a portion of the property in emergency situations (such as for a Debris Management Site); inception of a security deposit; and additional insurance requirements for the lessee.

After approval by City Council, the lease will be sent to the County for final approval. In order to save time, staff is also requesting the Council provide the City Manager the authority to sign on the Council's behalf should the County make minor adjustments to the lease.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Amended and Renewed Hunting Lease	Amended and Renewed Hunting Lease.pdf
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Alan Rosen	Created/Initiated - 05/14/2018
Lynn Stevens	Approved - 05/14/2018
Tracey Riehm	Approved - 05/16/2018
Margaret Roberts	Approved - 05/16/2018
Jake Johansson	Approved - 05/17/2018

Robin Fenwick

Final Approval - 05/17/2018

AMENDED AND RENEWED HUNTING LEASE

This Hunting Lease Agreement (“Lease”) is made and entered into as of this ____ day of _____, 2018, by and between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose mailing address is 123 West Indiana Avenue, DeLand, Florida 32720 (“County”), and the CITY OF PORT ORANGE, a municipal corporation, whose mailing address is 1000 City Center Circle, Port Orange, Florida 32119 (“City”) (the City and County are hereinafter collectively called the “Managing Agencies” for the lands described in paragraph 1 below, and SMOKEY HUNT CLUB, INC., a Florida corporation, whose mailing address is 840 Gray Road, Cocoa, Florida 32926 (“Lessee”).

Whereas, on June 21, 2016, the City Council agreed to a one (1) year renewal of the original lease agreement dated August 4, 2011; and

Whereas, the lands as described herein are serving conservation purposes or are otherwise dedicated pursuant to an irrevocable, perpetual conservation easement; and

Whereas, the Lessee agrees to assist with game management, monitoring, environmental protection and other activities consistent with the management plan for any portions of the lands described herein; and

Whereas, the City of Port Orange uses the income from this Lease to implement, maintain and manage the management plan; and

Whereas, on July 20, 2017, the City Council agreed to a one (1) year renewal; and

Whereas, the Parties desire to renew for one (1) year the Amended and Renewed Hunting Lease as set forth herein.

Now, therefore, the Parties hereby agree to the terms of the original agreement and as amended and renewed herein as follows:

1. Burdened Premises.

- A. *Lease Area.* Subject to the terms and conditions set forth in this Lease, Managing Agencies do hereby grant to Lessee this Lease and the non-exclusive right to use the Burdened Premises (“Premises”) for recreational, non-commercial hunting and fishing in strict accordance with the laws of the State of Florida and the United States of America, as may be found upon and harvested from the following Lease Area as described in **Exhibit “A”** attached hereto (hereinafter the “Premises”).
- B. *Scheduled Hunt Area.* Managing Agencies have designated a portion of the Premises, as described in **Exhibit “B”** attached hereto, as a “Scheduled Hunting Area.” The Scheduled Hunt Area will be restricted periodically subject to those rules and regulations set forth in sub-paragraph 5.C herein.
- C. *Primitive Hunt Area.* Managing Agencies have designated a portion of the Premises, as described in **Exhibit “C”** attached hereto, as a “Primitive Hunting Area.”

2. **Lease Term.** Unless sooner canceled as hereinafter provided, the term of this Lease shall commence August 1, 2011 and terminate on July 31, 2016. The parties mutually agree to extend term of this Lease by one (1) year commencing on August 1, 2017 and terminating on July 31, 2018, as per the parties' original agreement to extend annually in one- year increments for up to five (5) additional years. The parties further mutually agree to extend the term of this Lease by one (1) year commencing on August 1, 2018 and terminating on July 31, 2019, unless earlier terminated.

3. **Rent.** Lessee shall pay to the Managing Agencies an annual rent of One Hundred Thirty One Thousand Four Hundred Ten and 35/100 (\$131,410.35) Dollars ("**Rent**"), or such greater or lesser amount as determined herein. Lessee shall be responsible for any taxes charged for this Lease. The Managing Agencies shall invoice the Lessee for taxes as due and Lessee shall make payment of the taxes within 30 days after the date of the invoice. Rent shall be paid on or before the first day of July of every year or upon renewal whichever is later.

It is the understanding of the Parties that the Rent shall be computed at the rate specified in **Exhibit "D"** attached hereto and incorporated herein.

If any land is subsequently excluded from this Lease by sale, conveyance, or partial cancellation, the Rent shall be adjusted accordingly and the Lessee shall receive a pro rata refund for any Rent that has been paid in advance for the portion excluded. Any said refund shall be determined by the Managing Agencies, based on the ownership of the land. A determination of this amount shall be made by prorating any prepaid Rent on a daily basis at the Lease term rate specified in **Exhibit "D"** herein for each acre excluded from the Lease.

4. **On-Site Management.** The Public Utilities Director shall be the Contract Administrator for the Managing Agencies, unless otherwise designated in writing. The Contract Administrator may utilize the Port Orange City Forester and the County of Volusia Land Manager to assist with the Lease activities on-site. The revenue shall be paid to the County of Volusia and to the City of Port Orange based on the total acreage of the wholly owned and jointly owned lands held by the respective Managing Agencies.

5. **Acceptance and Use of Premises.**

A. *Acceptance and Use.* It is understood that the Premises consists of mostly undeveloped and untamed land, and the Lessee has had an opportunity to inspect the Premises and accepts the Premises in an "as-is" condition, and further, the Lessee understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks, openings in the earth, fence wire, snakes, wells, swamps, brush, and other growth, ponds, harmful plants, wild or poisonous animals, insects, reptiles, unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and that Lessee assumes all such risks as its own responsibility, without liability or recourse against Managing Agencies, their officers, employees, and agents.

Lessee covenants to use the same in accordance with all applicable laws with respect to the use or occupancy of the property. Lessee agrees to make no illegal, unlawful or improper use of said land. Lessee covenants and agrees to use said Premises for hunting, picnicking

and fishing recreation by its members and their guests. Lessee will neither use nor suffer the same to be used for any other purposes. Lessee shall do nothing to interfere in any way with Managing Agencies' use of the Premises for forestry, silviculture, water production, wetland mitigation, prescribed burning, gopher tortoise mitigation, habitat enhancement/restoration and reforestation. The hunting and fishing rights granted to Lessee are on condition that Lessee will so exercise said rights as not to interfere with these stipulated activities upon said lands. All prescribed burning will be conducted under the supervision of Managing Agencies or their designated representatives.

Lessee is expressly prohibited from allowing the operation and use of motorcycles, mopeds and all-terrain vehicles on any part of the Premises for racing or contests of any type. Such vehicles may be used by Lessee's members and their guests for purposes of transportation around the Premises so long as they are used in a manner not to cause damage within the Premises and are not used except on the existing roads.

Lessee shall not conduct any activity or use the Premises in any way inconsistent with any provisions of the Port Orange Mitigation Bank, as authorized under SJRWMD permit number 4-127-64024-1 and U.S. Army Corps of Engineers permit number 2003-7849, and upon notice to Lessee, in accordance with any permit issued subsequent to this lease.

No timber, plants, minerals, sand or forest products may be removed from the Premises by Lessee without the express written consent of Managing Agencies, excluding legal game and fire wood for camp fires. Excavation, chopping, and clearing are prohibited without the express written consent of Managing Agencies. Grading and road repair shall be allowed, within the road area previously disturbed.

- B. Construction, Alteration, and Improvements.* Lessee shall not construct any improvements on the Premises without the written consent by Managing Agencies. If such construction is approved by Managing Agencies, Lessee covenants that it shall promptly pay any material man or contractor performing any work upon the Premises and covenants and agrees to hold Managing Agencies harmless for any obligation or expense therein. Lessee may make such additions and improvements to the Premises as are first approved in writing by the Managing Agencies. All such improvements shall be at the sole expense and risk of Lessee and shall comply with local, state and federal laws and regulations, including but not limited to applicable land development, zoning and building codes. In the event of the termination of this Lease prior to the end of the term, the Lessee shall have thirty (30) days thereafter to remove any improvements and/or alterations it has placed upon the Premises. If the Lease is not renewed, the Lessee shall remove the improvements in not less than sixty (60) days prior to the expiration of the current lease term. Any Lessee improvements or alterations not timely removed shall become the property of the Managing Agencies with no obligation to compensate the Lessee therefor; the Managing Agencies shall have the right to invoice the Lessee for the costs of removal; and enforcement of the payment to the Managing Agencies shall survive the termination of the Lease. Lessee acknowledges that the existing construction, alterations and improvements have not been approved and that Lessee shall simultaneous with the execution of the Lease make a written request for the Managing Agencies' approval.

- C. *Scheduled Hunt Area.* Lessee shall not use or access the Scheduled Hunt Area on weekdays (Monday through Friday) and on days when the Port Orange Police Department Shooting Range has scheduled long range firearms training. City shall provide Lessee with periodic schedules, via electronic mail, of the City's use of the Shooting Range for long range firms training ("Schedule"). Lessee shall confirm receipt of the Schedule by return confirmation to the City via electronic mail. Lessee shall coordinate and distribute the Schedule to all members for notice of the times for permitted use within the Scheduled Hunt Area. No hunting shall occur within the Scheduled Hunt Area except as authorized herein and by the Schedule.
- D. *Additional Security for Lease performance.* Lessee shall pay to the Managing Agencies the amount of Eight Thousand and 00/100 (\$8,000.00) Dollars simultaneous with the execution of the Lease. The Managing Agencies shall be entitled to utilize the security payment for any actual costs and other expenses, incurred for enforcement of the performance of the terms of this Lease incurred by the Managing Agencies to remedy a violation or breach of this Lease.
- E. *Emergency Suspension of Lease.* The Managing Agencies reserve the right to unilaterally suspend use of all or a portion of the leased premises that are individually owned by the County of Volusia if the Managing Agencies determine that an emergency has occurred and that all or a portion of the leased premises should be made available for use in response to such event. Upon the Managing Agencies' declaration of such suspension, the TENANT shall cease operations on and vacate those portions of the premises deemed by the Managing Agencies to be necessary for operations in response to such emergency event and allow the Managing Agencies full and unimpeded entry and use of such premises. Managing Agencies shall endeavor to provide 7 days' notice to the TENANT of any such suspension, and reserves the right to make such suspension effective immediately, regardless of the length of notice. If Managing Agencies exercises this right, TENANT may be entitled to an abatement of rent due or, if rent has been prepaid, a reimbursement of rental amounts paid on a prorated basis during the time the Managing Agencies occupy the premises and based upon the amount of acreage claimed by the Managing Agencies for the County of Volusia operations.
6. **Release and Indemnification.** As further consideration for the rights and privileges granted herein, Lessee agrees to the following:
- A. *Release.* That although Managing Agencies may have a greater knowledge of the Premises than Lessee, that it is impracticable and virtually impossible for Managing Agencies to list and/or to physically show Lessee each and every potential hazard on the Premises and Lessee enters onto said Premises despite same and at Lessee's own risk and without liability to Managing Agencies, their officers, employees, and agents.
- B. *Indemnification.* Lessee agrees to release, defend, indemnify and hold harmless Managing Agencies, its officers, employees and agents, from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorneys' fees, arising out of bodily injury to, illness or death of any person, including Lessee's members, damage to property of any person, legal entity, or third party, in any occurrence incident to or arising

out of or relating to this Lease or any activities occurring upon the Premises, whether by Lessee or otherwise; the performance or non-performance by Lessee of its obligations hereunder; a breach of any term, provision or warranty contained in this Lease; or any violation of any laws, regulations, statutes, or ordinances related to Lessee's obligations or performance hereunder.

C. *Members and Guests.* All members, guests and invitees of Lessee entering the Premises for any purpose shall, before entering, sign an agreement, the form of which is attached hereto as **Exhibit "E"**, agreeing to comply with the terms of this Lease and to indemnify and hold harmless Managing Agencies against any and all claims, demands, causes of action, suits or judgments and all expenses and fees incurred in collection thereof for death or injuries to persons, or loss or damage to property, arising out of or in any manner connected with the occupancy or use of the premises by such member, guest or invitee of the Lessee. In the event of any such claim, demand or suit, notice shall promptly be given to the Managing Agencies and the Managing Agencies shall have the right to defend or settle the same in its discretion. This release shall further provide that the member, guest or invitee relinquishes and releases all claims of every nature which he or his heirs, successors or assigns shall have arising out of any occurrence upon or related to the premises. Each signature on the agreement shall be notarized.

D. *Insurance.* Lessee agrees to purchase and maintain, at its expense, public liability insurance, insuring Managing Agencies and Lessee against claims for bodily injury, personal injury and property damage, with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for damage occurring to any person or property upon or about the Premises during the Lease term, and further agrees that Managing Agencies shall be named as an additional insured in such policy as it may apply to the real property herein described; Directors and Officers errors and omissions coverage with limits of not less than Five Hundred Thousand (\$500,000.00) Dollars and pollution liability coverage with limits of not less than Five Hundred Thousand (\$500,000.00) Dollars. The coverage and form of said insurance policy must be satisfactory to Managing Agencies. All insurance policies provided for in this Lease shall contain a provision that the policies cannot be canceled without thirty (30) days written notice to Managing Agencies and all such insurance shall be affected under enforceable policies issued by insurers of recognized responsibility, licensed to do business in the State of Florida. At least fifteen (15) days prior to the expiration date of any policy, the original renewal policy for such insurance shall be delivered by Lessee to Managing Agencies. Within fifteen (15) days after the premium on any policy shall become due and payable, Managing Agencies shall be furnished with satisfactory evidence of its payment. Lessee shall provide Managing Agencies with a complete copy of the insurance policy in force during any period of this Lease.

7. **Assignment and Subletting.** Lessee may not assign this Lease or sublet any part of the Premises.

8. **Termination.**

A. Managing Agencies may terminate or cancel this Lease for a violation of its terms by Lessee, a member of the Lessee, or a guest of a member.

- B. Managing Agencies shall individually have the discretionary right to terminate and cancel this Lease for any reason upon providing the Lessee written notice at least ninety (90) days prior to the noticed termination date. If the Managing Agencies terminate the Lease for reasons not related to a violation of the Lease by Lessee, then Managing Agencies shall prorate the Rent and the annual period of the Lease. Managing Agencies shall return the prorated portion of the Rent in the amount representing the annual period cancelled. In the event of termination of the Lease resulting from Lessee's violation or breach of the Lease by Lessee, its members or guests, the parties agree that the Rent shall not be prorated; that the parties agree that it is not possible to calculate the damages to the Managing Agencies resulting from an early termination and that the full amount of the Rent shall be a reasonable amount for the damages and the full amount of the Rent shall be retained by the Managing Agencies as liquidated damages.
 - C. Lessee may terminate this Lease in the event of a sale of a portion of the Premises and the remainder of the Premises no longer serves the Lessee's intended purpose.
 - D. To exercise the above options: the party shall give written notice to the other which notice shall specify the reason or reasons for the exercise of the option.
 - E. Cancellation or termination under this Paragraph 8 shall become effective sixty (60) days after the mailing of the notice of termination.
 - F. Compensation shall not be payable by Managing Agencies for any construction, alterations or improvements made by the Lessee.
9. **Termination in the Event of Sale.** In the event either of the Managing Agencies enters into a contract to sell all or any part of the Premises, the Managing Agencies shall promptly advise Lessee thereof in writing and, upon the closing of the sale, this Lease shall terminate as to the portion of the Premises which is sold unless the buyer of the property assumes the Lease. In the event of termination under this Paragraph 9, any unearned Rent shall be refunded to the Lessee in accordance with the terms of Paragraph 3 but no compensation shall be payable by Managing Agencies for any improvements made by the Lessee.
10. **Default by Lessee.** The failure of Lessee to pay any of the sums herein provided or to keep, fulfill and perform any or the terms and provisions of the Lease on its part to be kept and performed, time being of the essence hereof, shall constitute a breach of this Lease at the option of Managing Agencies, so as to terminate all rights, privileges and interests of the Lessee herein. With respect to default of any of the provisions of this Lease by the Lessee, except for nonpayment, Managing Agencies shall provide to Lessee written notice of any breach of the Lease term(s) and or condition(s) and Lessee shall have thirty (30) days to correct the condition, or commence and diligently pursue corrective action if the condition cannot be corrected in thirty (30) days. Failure of Lessee to complete the correction within a reasonable time as determined by Managing Agencies shall constitute a breach of this Lease.

In the event of a breach of this Lease, Lessee will pay to Managing Agencies all costs and other expenses, including reasonable attorneys' fees, which may be incurred by Managing Agencies in enforcing the Managing Agencies' rights hereunder, together with such other actual

damages as Managing Agencies may actually sustain by reason of said breach, and Managing Agencies may, in such event, declare the term ended and may reenter and take possession of the Premises. All rights, remedies and privileges of Managing Agencies shall be cumulative, and in the event of a breach, the election or enforcement of one or more shall not be deemed to be a waiver of any or all others.

11. **Quiet Enjoyment and Right of Use.** Managing Agencies covenant that, if Lessee shall pay and otherwise perform all of the agreements herein, Lessee shall peaceably and quietly have, hold, possess and use the Premises for and during the term hereof without any hindrance by Managing Agencies. Managing Agencies shall have the right of ingress and egress to, from, and upon the Premises for all purposes necessary to their full, quiet enjoyment of the rights conveyed herein. Managing Agencies shall have the right to enter and occupy the Premises for all purposes necessary to meet their designated responsibilities, including protection of the Premises. Managing Agencies shall have authority and shall, through their agents, officers and employees, take all reasonable measures to provide security against property damage, property degradation, and unauthorized uses or any use thereof not in conformance with this Lease. Lessee acknowledges that Managing Agencies may grant other persons, organizations, or entities the right to use the Premises for any purpose, other than hunting.
12. **Notices.** All notices required or permitted shall be in writing and mailed by Certified United States Mail, postage prepaid, return receipt requested, addressed to the other party at the address as stated herein, or to such other address as any party may designate by notice complying with the details of giving notice. Each such notice shall be deemed delivered on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.
13. **Hunting.** This Lease specifically grants to Lessee hunting and fishing privileges on the Premises, except the two (2) reclaimed lakes. Lessee shall not use a boat for any purpose and shall not fish on the two (2) reclaimed lakes. The hunting and fishing privileges herein granted are to be exercised in strict accordance with the laws of the State of Florida and the United States of America, and the rules and regulations of the Florida Fish and Wildlife Conservation Commission (“FWCC”), or any other duly constituted body having authority to make rules and regulations pertaining to the hunting, taking or catching of game birds, game animals and fish. Hunting seasons will coincide with those established by the FWCC. Lessee shall maintain harvesting records noting kill date, weight, condition, and sex of each animal harvested. This data will be included with each annual report submitted to Managing Agencies. Should wildlife populations decrease, the allowable take will be adjusted to maintain healthy populations.
14. **Hunting Rules and Regulations.** At a minimum, Lessee’s hunting rules and regulations shall encompass the following:
 - A. *Dogs.* Dogs will not be allowed other than for bird hunting until the opening of hog season. After the opening of hog season, Lessee may use dogs for tracking and hunting deer and hogs and the hunter shall control the dogs by close voice command. All dogs

shall be vaccinated for rabies prior to being brought onto the Premises and shall display valid rabies tag at all times.

- B. Hunt Club Membership.* Membership will be limited to a maximum of one member for every one hundred seventy-five (175) acres of the Premises. Lessee shall require Membership applications and as a part thereof each applicant shall fill out a questionnaire of whether he/she has ever been charged or convicted of any violation of any laws, rules or regulations of the Florida Fish and Wildlife Conservation Commission or its predecessors or successors, or any violation of any law, rule, ordinance or regulation related to hunting, wildlife preservation, fishing, or game laws. A sample Membership Application is attached as **Exhibit "F"** hereto. Lessee will use this information for denial or approval of membership. When granting membership, Lessee shall not discriminate as prohibited by federal, state and local laws.
- C. Guests.* Members can only have one (1) guest at a time, per day, and no hunting guest shall be allowed to hunt more than a total of six (6) days per season. All guests will be required to sign liability releases as referenced in sub-paragraph 6.C, above, and this is the responsibility of the member and must be witnessed by the member. Lessee shall provide Managing Agencies with copies of its membership list and its rules and regulations, which shall be updated on an annual basis.
- D. General Rules and Restrictions.* Lessee, its members and their guests, shall comply with the following hunting rules and restrictions within the Premises.
1. Hunter orange must be worn during deer season. This is during the deer season only, not in bow or spring gobbler season.
 2. Turkey beards must be retained for sex evidence in spring gobbler season.
 3. All game, deer, turkey, and hogs are required to be weighed, photographed, sex identified and condition measured and recorded on game harvest reports. The game harvest reports [prepared by hunt club – submitted to FWCC] will be submitted to the Managing Agencies and the Wildlife Biologist after each hunting season for review and to determine if the populations are sustainable and healthy.
 4. No hunting or discharging of a firearm or primitive weapon on or across any road, or in the vicinity of any occupied shelter or structure at any time; this includes any well building, utility pump house, storage facility, control unit, or any building or facility where employees or contractors of the Managing Agencies may be working or might possibly be entering or exiting, any day of the week at any time.
 5. Hunting access will be limited to existing major roads within the Primitive Hunt Area. Fire lanes and trails are closed to vehicular access and all-terrain vehicles are not permitted off the existing roads. The Managing Agencies shall provide the Lessee with access to the Premises; Lessee shall receive one (1) key card per registered member. The Lessee and the registered member shall notify the Managing Agencies immediately upon loss or misplacement of a key card. The Lessee shall pay the Managing Agencies \$50 for each key card replacement. The member shall not be allowed more than one

- (1) activated key card at any one time. Upon loss, misplacement or issuance of a replacement key card, the Managing Agencies shall deactivate the original key card.
6. A buffer zone has been established within the boundaries of the Premises and Lessee, its members and guests shall comply with the following:
- a. No hunting within three hundred (300') feet of the perimeter boundary of the Premises.
 - b. Hunting is restricted to primitive weapons and shot guns within one thousand three hundred twenty (1320') feet of the no hunting perimeter described above. For identification purposes, the Florida Power & Light easement closely defines the three hundred (300') feet primitive weapons/archery-only buffer zone on a portion of the Premises along the eastern boundary line.
7. Feral hog hunting will be open [to take] year-round by trapping and modern gun, subject to those hunting restrictions stated herein.
15. **Care of Premises.**
- A. *Maintenance.* Lessee shall, at its sole expense, keep and maintain all fences and gates in their present condition or as subsequently repaired or replaced by Managing Agencies. Lessee shall secure the Managing Agencies approval for the construction of the improvements to provide for a portable septic system and shall secure all permits as required by law. Lessee shall provide, to the Managing Agencies within ten (10) business days of the Managing Agencies' written request, the copies of all disposal records for the portable septic system. Lessee shall keep the premises clean and free all solid waste material, garbage and trash. Lessee shall be prohibited from storage of tires, boats, equipment, incapacitated vehicles and other similar personal property.
 - B. *Safeguarding.* The Lessee will provide oversight and reasonable patrolling of the leased premises in order to exclude trespassers; observe and report to the Managing Agencies any and all trespass occurrences; and be on the lookout at all times for any fire which may occur on the premises. In the event of a fire on the premises, the Lessee or any of its members having knowledge of the fire will immediately notify the Managing Agencies, the City of Port Orange Fire Rescue and the County of Volusia Fire Rescue, the State Forestry Service and such other governmental agencies as may be able to afford assistance.
16. **Right of Entry.** Managing Agencies, their agents, officers and employees, may at any time enter the Premises for the purpose of inspecting the same or showing the Premises, or portions thereof, to prospective buyers, and shall have the right to use the Premises for any purpose not inconsistent with this Lease. Lessee shall give to Managing Agencies keys to all locks installed by Lessee.
17. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of Managing Agencies. Lessee shall execute this Lease in triplicate, and upon execution by all Parties any of the three may be considered an original. Each member, guest or invitee of Lessee who is permitted to use the Premises shall agree to be bound

by the terms of this Lease, which the Lessee is obligated to perform.

18. **Severability.** In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Lease.
19. **Force Majeure.** No party to this Lease shall be liable for non-performance of any obligation herein if such non-performance is caused by Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including but not limited to fire, flood, acts of God, war, acts of terrorism or other unforeseeable accidents.
20. **Recording.** This Lease shall not be recorded. If it is recorded, the Lessee shall, upon demand, execute and deliver a quitclaim deed to Managing Agencies. If Lessee fails to do so, Lessee shall pay all expenses of a suit to expunge the Lease from the public records, including reasonable attorneys' fees.
21. **Additional Provisions.** In the event of a conflict between the terms of the original Lease, as amended and renewed, and this Amended and Renewed Hunting Lease, this Amended and Renewed Hunting Lease shall control. This Lease 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 email of an executed copy of this Lease shall be deemed valid as if an original signature was delivered.
22. **Public Records.** Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically (a) Keep and maintain public records required by the City to perform the service; (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City; (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE FOLLOWING:

**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**

IN WITNESS WHEREOF, the parties hereto have executed this Lease, by and through their duly authorized representatives, on the respective dates below.

City of Port Orange, a municipal corporation

Witnesses:

Printed Name

Printed Name

By: _____
Donald O. Burnette, Mayor

Attest:

Robin L. Fenwick, CMC, City Clerk

Date: _____

County of Volusia, a political subdivision of the State of Florida

Attest:

James T. Dineen
County Manager

By: _____
Ed Kelley
County Chair

Date: _____

Smokey Hunt Club, Inc., a Florida corporation

Witnesses:

Printed Name

Printed Name

By: _____

Attest: _____

Date: _____

EXHIBIT "A"

LEASED PREMISES

PORTIONS OF TOWNSHIP 16 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 31 EAST; AND TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH $01^{\circ}09'24''$ EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH $89^{\circ}36'00''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 17; THENCE SOUTH $89^{\circ}34'03''$ WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH $88^{\circ}51'25''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664.69 FEET TO THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 18; THENCE SOUTH $89^{\circ}42'03''$ WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH $89^{\circ}11'48''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH $39^{\circ}51'26''$ EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH $39^{\circ}51'26''$ EAST, 4391.35 FEET; NORTH $82^{\circ}07'51''$ EAST, 371.65 FEET; NORTH $39^{\circ}51'26''$ EAST, 400.00 FEET; NORTH $02^{\circ}24'59''$ WEST, 371.65 FEET; NORTH $39^{\circ}51'26''$ EAST, 1651.56 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH $88^{\circ}36'48''$ EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH $89^{\circ}26'55''$ EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH $01^{\circ}09'14''$ EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF $11^{\circ}01'48''$ AND A CHORD BEARING OF NORTH $83^{\circ}12'24''$ EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH $88^{\circ}43'18''$ EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF $04^{\circ}53'20''$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH $86^{\circ}23'22''$ EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 11, A PORTION OF THE WEST $\frac{1}{2}$ OF SECTION 14, A PORTION OF THE SOUTH $\frac{1}{2}$ OF SECTION 15, AND A PORTION OF THE SOUTH $\frac{1}{2}$ OF SECTION 16, ALL BEING IN TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, THENCE ALONG THE WEST LINE OF SAID SECTION 11 RUN N $03^{\circ}22'05''$ W, A DISTANCE OF 1391.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD (A 200 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY LINE N $88^{\circ}45'25''$ E, A DISTANCE OF 1459.81 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT OF WAY

LINE OF TOMOKA FARMS ROAD (AS RECORDED IN MAP BOOK 1, PAGES 23 THROUGH 39 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE ALONG SAID WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE THE FOLLOWING 45 COURSES AND DISTANCES; S 18°10'45" E, A DISTANCE OF 58.46 FEET; THENCE S 18°03'52" E, A DISTANCE OF 200.00 FEET; THENCE S 18°27'56" E, A DISTANCE OF 100.00 FEET; THENCE S 18°24'30" E, A DISTANCE OF 100.00 FEET; THENCE S 17°50'07" E, A DISTANCE OF 100.00 FEET; THENCE S 17°57'00" E, A DISTANCE OF 100.00 FEET; THENCE S 18°03'52" E, A DISTANCE OF 200.00 FEET; THENCE S 17°50'07" E, A DISTANCE OF 100.00 FEET; THENCE S 17°32'56" E, A DISTANCE OF 100.00 FEET; THENCE S 23°15'52" E, A DISTANCE OF 100.40 FEET; THENCE S 17°32'56" E, A DISTANCE OF 100.00 FEET; THENCE S 10°42'54" E A DISTANCE OF 100.84 FEET, THENCE S 15°04'04" E, A DISTANCE OF 88.49 FEET; THENCE S 08°53'42" E, A DISTANCE OF 100.10 FEET; THENCE S 08°12'30" E, A DISTANCE OF 100.05 FEET; THENCE S 06°50'02" E, A DISTANCE OF 100.00 FEET; THENCE S 06°56'55" E, A DISTANCE OF 100.00 FEET; THENCE S 06°05'21" E, A DISTANCE OF 800.01 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°08'47" E, A DISTANCE OF 100.00 FEET; THENCE S 06°36'17" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 400.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 600.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 05°34'24" E, A DISTANCE OF 100.01 FEET; THENCE S 06°36'17" E, A DISTANCE OF 100.00 FEET; THENCE S 06°56'55" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 10°14'17" E, A DISTANCE OF 108.68 FEET; THENCE S 08°35'15" E, A DISTANCE OF 101.12 FEET; THENCE S 16°32'44" E, A DISTANCE OF 200.01 FEET; THENCE S 19°07'23" E, A DISTANCE OF 400.24 FEET; THENCE S 17°24'18" E, A DISTANCE OF 100.00 FEET; THENCE S 14°55'03" E, A DISTANCE OF 75.90 FEET; THENCE DEPARTING SAID PRESCRIPTIVE RIGHT OF WAY LINE RUN THE FOLLOWING 20 COURSES AND DISTANCE ALONG A FENCE LINE; S 88°53'10" W, A DISTANCE OF 514.92 FEET; THENCE S 88°09'06" W, A DISTANCE OF 410.91 FEET; THENCE S 88°34'20" W, A DISTANCE OF 166.19 FEET; THENCE S 87°59'19" W, A DISTANCE OF 330.63 FEET; THENCE S 88°34'57" W, A DISTANCE OF 167.79 FEET; THENCE S 87°45'50" W, A DISTANCE OF 161.70 FEET; THENCE S 88°02'21" W, A DISTANCE OF 330.52 FEET; THENCE S 88°58'14" W, A DISTANCE OF 85.62 FEET; THENCE S 88°05'28" W, A DISTANCE OF 148.69 FEET; THENCE S 87°35'15" W, A DISTANCE OF 94.48 FEET; THENCE S 87°24'39" W, A DISTANCE OF 165.06 FEET; THENCE S 88°53'05" W, A DISTANCE OF 94.15 FEET; THENCE S 88°48'57" W, A DISTANCE OF 1067.37 FEET; THENCE S 83°55'42" W, A DISTANCE OF 138.00 FEET; THENCE S 87°54'50" W, A DISTANCE OF 242.71 FEET; THENCE S 84°59'48" W, A DISTANCE OF 88.03 FEET; THENCE S 88°29'38" W, A DISTANCE OF 328.93 FEET; THENCE S 88°05'05" W, A DISTANCE OF 329.56 FEET; THENCE S 87°31'46" W, A DISTANCE OF 327.03 FEET; THENCE S 00°51'47" E, A DISTANCE OF 37.05 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 15; THENCE ALONG SAID SOUTH SECTION LINE S 88°36'04" W, A DISTANCE OF 2667.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF AFORESAID SECTION 16, S 88°18'43" W, A DISTANCE OF 5239.77 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE WEST LINE OF SAID SECTION N 01°54'16" W, A DISTANCE OF 2029.42 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD; THENCE ALONG SAID RIGHT OF WAY LINE S 87°08'28" E, A DISTANCE OF 2459.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2300.00 FEET, A CENTRAL ANGLE OF 15°53'15" AND A CHORD BEARING OF N 84°54'55" E, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 637.77 FEET; THENCE N 76°58'17" E, A DISTANCE OF 1787.41 FEET TO

THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 12°34'01" AND A CHORD BEARING OF N 70°41'17" E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 460.60 FEET TO AN INTERSECTION WITH THE WESTERLY SECTION LINE OF AFORESAID SECTION 15; THENCE ALONG SAID WESTERLY LINE S 00°58'36" E, A DISTANCE OF 673.58 FEET; THENCE DEPARTING SAID SECTION LINE RUN N 88°36'04" E, A DISTANCE OF 2679.80 FEET; THENCE N 88°36'04" E, A DISTANCE OF 2685.82 FEET TO THE EAST LINE OF SAID SECTION 15; THENCE ALONG SAID EAST LINE N 00°55'57" W, A DISTANCE OF 3725.42 FEET TO THE NORTHEAST CORNER OF SAID SECTION 15 ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 11 AND THE POINT OF BEGINNING;

TOGETHER WITH:

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 16 SOUTH, RANGE 32 EAST OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 15 AS THE POINT OF BEGINNING, RUN S 00°55'57" E, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 2707.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 15; THENCE CONTINUE S 00°55'57" E, ALONG SAID EAST LINE, A DISTANCE OF 1018.03 FEET; THENCE DEPARTING SAID EAST LINE, S 88°36'04" W, PARALLEL TO THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 2685.82 FEET TO THE WEST LINE OF SAID SOUTHEAST ¼ OF SAID SECTION 15; THENCE CONTINUE S 88°36'04" W, A DISTANCE OF 2679.80 FEET TO THE WEST LINE OF SAID SECTION 15; THENCE N 00°58'36" W, ALONG SAID WEST LINE, A DISTANCE OF 673.56 FEET TO THE SOUTHERLY LINE OF WILLOW RUN BOULEVARD EXTENSION WEST (A 200 FOOT EASEMENT FOR ROADWAY AND UTILITY PURPOSES AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) ALSO KNOWN AS SHUNZ ROAD, AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 15°21'08", AND A CHORD BEARING OF NORTH 56°43'44" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 562.69 FEET TO THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 15; THENCE CONTINUE ALONG SAID ARC, AND SAID EASEMENT LINE, THROUGH A CENTRAL ANGLE OF 08°12'58", A DISTANCE OF 301.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES: N 40°50'13" E, A DISTANCE OF 2976.78 FEET TO THE EAST LINE OF THE AFORESAID NORTHWEST ¼ OF SAID SECTION 15; THENCE CONTINUE N 40°50'13" E, A DISTANCE OF 410.96 FEET TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE CONTINUE N 40°50'01" E, A DISTANCE OF 1092.02 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1900.00 FEET, A CENTRAL ANGLE OF 47°55'13", AND A CHORD BEARING OF N 64°47'49.5" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1589.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 88°45'25" E, A DISTANCE OF 225.93 FEET TO THE EAST LINE OF SAID SECTION 10; THENCE DEPARTING THE AFORESAID EASEMENT LINE, S 03°22'05" E, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1391.99 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

THE WEST ONE HALF (W½) OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPT, BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN S 00°22'38" E ALONG THE EAST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 22 A DISTANCE OF 2613.69 FEET TO A ¾ INCH IRON PIPE; THENCE RUN N 01°13'33" W ALONG THE WESTERLY MONUMENTED SUBDIVISION LINE OF

TOMOKA FARMS, A PLAT AS RECORDED IN MAP BOOK 22 AT PAGES 168 AND 169 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA A DISTANCE OF 2613.78 FEET; TO THE NORTH LINE OF SAID SECTION 22, THENCE RUN N 89°20'09" E ALONG SAID NORTH SECTION LINE A DISTANCE OF 38.75 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

ALL OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 31 EAST, LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF THAT PROPERTY LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400) IN THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF THAT PROPERTY LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400) IN THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 31 EAST LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

THE NORTHWEST ONE QUARTER (NW¼) AND THE NORTH ONE HALF OF THE SOUTHWEST ONE QUARTER (N½ OF THE SW¼) AND THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (SE¼ OF THE SW¼) AND THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (SW¼ OF THE SW¼) LESS AND EXCEPT THE SOUTH THREE QUARTERS OF THE EAST ONE HALF OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (S¾ OF THE E½ OF THE SW¼ OF THE SW¼) AND EXCEPT THE WEST 200 FEET OF THE EAST 860 FEET OF THE SOUTH 990 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER AND ALSO EXCEPT THE NORTH 200 FEET OF THE EAST 860 FEET OF THE SOUTH 1190 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

THE SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER (SE¼ OF THE NW¼) EXCEPT THE NORTH 8 CHAINS OF THE WEST 4 CHAINS THEREOF AND THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER (SW¼ OF THE NW¼) EXCEPT THE NORTHEAST ONE QUARTER (NE¼) THEREOF, AND THE SOUTHWEST ONE QUARTER OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THOSE LANDS DEEDED PER OFFICIAL RECORD BOOK 3276, PAGE 0077 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY; SAID EXCEPTION CONTAINING 199.56 ACRES, MORE OR LESS;

TOGETHER WITH:

ALL OF SAID SECTION 33, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 32 EAST:

TOGETHER WITH:

ALL OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 32 EAST, EXCEPTING THEREFROM THE NORTH 330 OF SAID SECTION;

TOGETHER WITH:

ALL OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 40-A (A 100 FOOT WIDE RIGHT OF WAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 3131, PAGE 1822 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE S 01°10'35" E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2341.08 FEET TO A POINT IN SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°10'35" E ALONG SAID EAST LINE A DISTANCE OF 304.08 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 10; THENCE S 01°10'54" E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2645.16 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE S 88°01'59" W ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ A DISTANCE OF 2655.92 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼; THENCE S 88°01'42" W ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 1629.89 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 40-A, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2050.00 FEET, A CHORD BEARING OF N 37°06'49" E, A CHORD DISTANCE OF 368.77 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°19'15", FOR AN ARC DISTANCE OF 369.27 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 31°57'11" E A DISTANCE OF 1187.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1950.00 FEET, A CHORD BEARING OF N 49°24'32" E, A CHORD DISTANCE OF 1169.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'41", FOR AN ARC DISTANCE OF 1188.17 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 66°51'52" E A DISTANCE OF 1942.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 9950.00 FEET, A CHORD BEARING OF N 68°22'07" E, A CHORD DISTANCE OF 522.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'30", FOR AN ARC DISTANCE OF 522.43 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 69°52'22" E A DISTANCE OF 225.47 FEET TO CLOSE ON THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER (E½ OF THE NE¼) OF SAID SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

LESS AND EXCEPT:

A PORTION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND A PORTION OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE ALONG THE NORTH LINE OF SAID SECTION 10 N 89°08'22" E, 114.10 FEET TO THE APPROXIMATE CENTERLINE OF A DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: S 24°33'02" E 403.94 FEET; THENCE S 33°09'59" E, 496.21 FEET; THENCE S 31°46'56" E, 347.95 FEET; THENCE S 30°43'20" E, 282.76 FEET; THENCE S 12°53'21" E, 276.95 FEET; THENCE S 19°01'14" E, 231.14 FEET; THENCE S 21°07'52" E, 222.48 FEET;

THENCE DEPART SAID CENTERLINE N 89°47'39" W, 1519.25 FEET; THENCE N 04°12'23" W, 346.28 FEET; THENCE N 26°28'24" W, 379.35 FEET; THENCE N 03°52'27" W, 388.74 FEET; THENCE N 24°21'24" W, 268.89 FEET; THENCE N 09°21'27" W, 693.73 FEET TO THE NORTH LINE, THE NORTHEAST ¼ OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N 89°27'09" E;

TOGETHER WITH:

THAT PORTION OF THE WEST ½ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, SAID POINT BEING ON THE WESTERLY RIGHT OF LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 503 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S 01°17'44" E ALONG THE WESTERLY RIGHT OF LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 3044.08 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF OLD PIONEER TRAIL, A PRESCRIPTIVE RIGHT OF WAY; THENCE RUN S 33°04'30" W ALONG THE CENTERLINE OF SAID OLD PIONEER TRAIL, A DISTANCE OF 449.39 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF AN UNNAMED DIRT ROAD; THENCE TRAVERSING THE CENTERLINE OF SAID UNNAMED DIRT ROAD FOR THE FOLLOWING COURSES AND DISTANCES: RUN S 86°42'57" W, A DISTANCE OF 208.94 FEET; THENCE RUN N 82°03'03" W, A DISTANCE OF 227.63 FEET; THENCE RUN N 60°26'51" W, A DISTANCE OF 196.85 FEET; THENCE RUN N 52°46'26" W, A DISTANCE OF 213.91 FEET; THENCE RUN N 26°57'30" W, A DISTANCE OF 539.59 FEET; THENCE RUN N 19°51'39" W, A DISTANCE OF 518.84 FEET; THENCE RUN N 21°20'57" W, A DISTANCE OF 360.14 FEET; THENCE RUN N 19°14'27" W, A DISTANCE OF 231.14 FEET; THENCE RUN N 13°06'30" W, A DISTANCE OF 276.95 FEET; THENCE RUN N 30°56'27" W, A DISTANCE OF 282.76 FEET, THENCE RUN N 32°00'05" W, A DISTANCE OF 347.95 FEET; THENCE RUN N 33°23'08" W, A DISTANCE OF 496.21 FEET; THENCE RUN N 24°46'11" W, A DISTANCE OF 403.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE RUN N 88°30'35" E ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 2415.89 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 603 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING.

EXHIBIT "B"

SCHEDULED HUNT AREA

PORTION OF TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

ALL OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 32 EAST, EXCEPTING THEREFROM THE NORTH 330 OF SAID SECTION;

TOGETHER WITH:

ALL OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 40-A (A 100 FOOT WIDE RIGHT OF WAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 3131, PAGE 1822 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE S 01°10'35" E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2341.08 FEET TO A POINT IN SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°10'35" E ALONG SAID EAST LINE A DISTANCE OF 304.08 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 10; THENCE S 01°10'54" E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2645.16 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE S 88°01'59" W ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ A DISTANCE OF 2655.92 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼; THENCE S 88°01'42" W ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 1629.89 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 40-A, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2050.00 FEET, A CHORD BEARING OF N 37°06'49" E, A CHORD DISTANCE OF 368.77 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°19'15", FOR AN ARC DISTANCE OF 369.27 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 31°57'11" E A DISTANCE OF 1187.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1950.00 FEET, A CHORD BEARING OF N 49°24'32" E, A CHORD DISTANCE OF 1169.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'41", FOR AN ARC DISTANCE OF 1188.17 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 66°51'52" E A DISTANCE OF 1942.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 9950.00 FEET, A CHORD BEARING OF N 68°22'07" E, A CHORD DISTANCE OF 522.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'30", FOR AN ARC DISTANCE OF 522.43 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 69°52'22" E A DISTANCE OF 225.47 FEET TO CLOSE ON THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER ($E\frac{1}{2}$ OF THE $NE\frac{1}{4}$) OF SAID SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

LESS AND EXCEPT:

A PORTION OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND A PORTION OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE ALONG THE NORTH LINE OF SAID SECTION 10 N 89°08'22" E, 114.10 FEET TO THE APPROXIMATE CENTERLINE OF A DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: S 24°33'02" E 403.94 FEET; THENCE S 33°09'59" E, 496.21 FEET; THENCE S 31°46'56" E, 347.95 FEET; THENCE S 30°43'20" E, 282.76 FEET; THENCE S 12°53'21" E, 276.95 FEET; THENCE S 19°01'14" E, 231.14 FEET; THENCE S 21°07'52" E, 222.48 FEET; THENCE DEPART SAID CENTERLINE N 89°47'39" W, 1519.25 FEET; THENCE N 04°12'23" W, 346.28 FEET; THENCE N 26°28'24" W, 379.35 FEET; THENCE N 03°52'27" W, 388.74 FEET; THENCE N 24°21'24" W, 268.89 FEET; THENCE N 09°21'27" W, 693.73 FEET TO THE NORTH LINE, THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N 89°27'09" E;

TOGETHER WITH:

THAT PORTION OF THE WEST $\frac{1}{2}$ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, SAID POINT BEING ON THE WESTERLY RIGHT OF LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 503 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S 01°17'44" E ALONG THE WESTERLY RIGHT OF LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 3044.08 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF OLD PIONEER TRAIL, A PRESCRIPTIVE RIGHT OF WAY; THENCE RUN S 33°04'30" W ALONG THE CENTERLINE OF SAID OLD PIONEER TRAIL, A DISTANCE OF 449.39 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF AN UNNAMED DIRT ROAD; THENCE TRAVERSING THE CENTERLINE OF SAID UNNAMED DIRT ROAD FOR THE FOLLOWING COURSES AND DISTANCES: RUN S 86°42'57" W, A DISTANCE OF 208.94 FEET; THENCE RUN N 82°03'03" W, A DISTANCE OF 227.63 FEET; THENCE RUN N 60°26'51" W, A DISTANCE OF 196.85 FEET; THENCE RUN N 52°46'26" W, A DISTANCE OF 213.91 FEET; THENCE RUN N 26°57'30" W, A DISTANCE OF 539.59 FEET; THENCE RUN N 19°51'39" W, A DISTANCE OF 518.84 FEET; THENCE RUN N 21°20'57" W, A DISTANCE OF 360.14 FEET; THENCE RUN N 19°14'27" W, A DISTANCE OF 231.14 FEET; THENCE RUN N 13°06'30" W, A DISTANCE OF 276.95 FEET; THENCE RUN N 30°56'27" W, A DISTANCE OF 282.76 FEET, THENCE RUN N 32°00'05" W, A DISTANCE OF 347.95 FEET; THENCE RUN N 33°23'08" W, A DISTANCE OF 496.21 FEET; THENCE RUN N 24°46'11" W, A DISTANCE OF 403.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE RUN N 88°30'35" E ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 2415.89 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 603 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING.

EXHIBIT "C"

Primitive Hunt Area

PORTIONS OF TOWNSHIP 16 SOUTH, RANGE 32 EAST AND TOWNSHIP 16 SOUTH, RANGE 31 EAST DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 01°09'24" EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89°36'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 17; THENCE SOUTH 89°34'03" WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 88°51'25" WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664.69 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE SOUTH 89°42'03" WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH 89°11'48" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH 39°51'26" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 39°51'26" EAST, 4391.35 FEET; NORTH 82°07'51" EAST, 371.65 FEET; NORTH 39°51'26" EAST, 400.00 FEET; NORTH 02°24'59" WEST, 371.65 FEET; NORTH 39°51'26" EAST, 1651.56 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 88°36'48" EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 89°26'55" EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH 01°09'14" EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 11°01'48" AND A CHORD BEARING OF NORTH 83°12'24" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH 88°43'18" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF 04°53'20"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH 86°23'22" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT THAT PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST SOUTH OF SAID RIGHT OF WAY OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

TOGETHER WITH:

ALL OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

THE EAST ½ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

THE EAST ½ OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 31 EAST, LYING SOUTH OF
INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPTING THE EAST 875 FEET.

EXHIBIT “D”

Lease Charges 2018-19 3rd Renewal					
	Wholly Owned City	City Portion of Joint	County Portion of Joint	Wholly County	Total
Acres	7,311	1,839	1,839	1,351	12,339
Cost per Acre	\$10.65	\$10.65	\$10.65	\$10.65	
Lease	\$77,862.15	\$19,580.03	\$19,580.03	\$14,388.15	\$131,410.35
Annual Lease Billed By City	\$97,442.18				
Annual Lease Billed by County	\$33,968.18				
Total Annual Lease	\$131,410.35				

Note: These payments reflect a negotiated increase per acre cost of 7.8%. The increase of 7.8% per acre cost reflects the cumulative increase in CPI-U South Urban from January 2011 through December 2015 as allowed for in paragraph 2 of the original lease signed in 2011.



EXHIBIT "E"
MEMBER AND/OR GUEST LIABILITY RELEASE
2017-2018 HUNTING SEASON

SMOKEY HUNT CLUB, INC.

840 Gray Rd, Cocoa, FL 32926

SmokeyHuntClub@gmail.com

www.smokeyhuntclub.com

Robert B Thomas, Sr | President 407-467-0087
Ricky E Brooks, Jr | Vice-president 407-467-0093

I, _____, hereby acknowledge I have knowingly and willingly entered the property known as SMOKEY HUNT CLUB (referred to herein as the "Hunting Lease") and have become a Party bound by the terms and conditions of the Hunting Lease Agreement between Lessor and Lessee, dated _____. I understand the terms, provisions and conditions of the SMOKEY HUNT CLUB, INC. Rules and will abide by its terms, provisions, and conditions.

I further acknowledge and understand no warranty, either expressed or implied, is made by SMOKEY HUNT CLUB, INC. as to the condition of the Hunting Lease located in Volusia County, Florida, or any roads, buildings, gates or other improvements located thereon. This document is sufficient warning dangerous conditions, risks and hazards may exist. My presence and activities on the Hunting Lease expose me and my property to dangerous conditions, risks, and hazards, including but not limited to: venomous snakes, insects and spiders; blinds and tree stands; erosion and the general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; and persons with firearms both on or off the Hunting Lease. I hereby expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the Hunting Lease, I hereby release and agree to protect, indemnify and hold harmless Lessor, SMOKEY HUNT CLUB, and the CITY OF PORT ORANGE, FLORIDA, and the COUNTY OF VOLUSIA, and the CITY OF DAYTONA BEACH, and any of their respective agents, employees and assigns, from and against any and all claims, demands, causes of action and damages, including attorney fees, resulting from any accident, incident or occurrence arising out of, incidental to, or in any way resulting from the use of the Hunting Lease and all improvements thereon, whether or not caused by Lessor's or SMOKEY HUNT CLUB's negligence or gross negligence. This Release applies during the time I am permitted on the Hunting Lease. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Lessor or its agents, representatives, employees, successors in interest or office, or assigns.

As used in this Release, the terms *I*, *my person* and *myself* include minors in my care while on the Hunting Lease.

Member or Guardian: _____ Date: _____
signature

Printed Name: _____

Guest or Associate: _____ Date: _____
signature

Printed Name: _____

Witness: _____ Date: _____
signature

Printed Name: _____

APPLICATION FOR MEMBERSHIP

2017-2018 HUNTING SEASON



SMOKEY HUNT CLUB, INC.

840 Gray Rd, Cocoa, FL 32926

SmokeyHuntClub@gmail.comwww.smokeyhuntclub.com

Robert B Thomas, Sr | President 407-467-0087

Ricky E Brooks, Jr | Vice-president 407-467-0093

Membership: \$3,150.00 | Associate (optional): additional \$300.00**Deposits Due Immediately: \$500.00 | Remaining Dues by May 1st**Current and potential new members **MUST** submit the following by May 1, 2017:

1. Completed & Signed Application;
2. Signed Liability Release;
3. Copy of Valid Driver's License; and
4. Membership Dues.

Dues are non-refundable and Memberships are non-transferable. Incomplete applications will be rejected. If payment arrangements have been agreed upon with the Club President or Vice-president, all dues **MUST** be paid before the member is allowed to hunt.

Complete the following:

Name: _____ Mobile Phone: _____
 Home Phone: _____ Work Phone: _____
 Address: _____
 eMail Address: _____
 Driver's License #: _____ Date of Birth: _____
 Gate Key ID #(s): _____
 Vehicle Year/Make/Model: _____ License Plate #: _____

If applicable:

Associate Member Name: _____
 Driver's License #: _____ Date of Birth: _____
 Spouse's Name: _____
 Dependent Child Name (& Age): _____

By signing this application, I confirm that all information is true and correct. I have read and understand the rules as written for the 2017-2018 season, and I agree to abide by all Smokey Hunt Club rules and regulations now in force and hereafter adopted. I understand that Members may be subject to random search while on club property.

Member or Guardian: _____ Date: _____
signature

Printed Name: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/05/2018

Consent item: Yes

SUBJECT: (B7c) Approval of Change Order No. 3 to Piggyback Agreement (CA6019) for Annual Paving Program FY17 to Halifax Paving

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve Change Order No. 3 to contract CA6019 with Halifax Paving to add additional time to the contract with no change in contract cost amount.

SUMMARY: The Department of Public Works requests City Council approval of Change Order 3 to contract CA6019 with Halifax Paving Inc. to add additional time to the contract with no change in contract amount. This request is to allow time to complete additional tasks required under CDBG funding guidelines. Specifically, the Davis Bacon documentation and the roadway environmental review on each of the seven roadways. Both items are required when utilizing CDBG funds for paving.

Change Order 3 is requested to extend the contract 23 days from June 30, 2018 to July 23, 2018 to allow time to fully comply with the requirements attached to the CDBG funding.

Project No.: POL042-FY17 Road Program
POL042 FY17 Road Program
POL041-FY16 Road Program
POL043-FY18 Road Program

Funding Account
No.: 30143005416397
11019045546397
30143005416397
30143005416397

ATTACHMENTS:

1.	Change Order No 3	Change Order No 3 Halifax Paving.pdf
2.	HALIFAX PAVING CA6019 EXECUTED piggyback agreement	HALIFAX PAVING CA6019 EXECUTED piggyback agreement.pdf
3.	HALIFAX PAVING CHANGE ORDER 1 to CA6019 EXECUTED	HALIFAX PAVING CHANGE ORDER 1 to CA6019 EXECUTED.pdf
4.	HALIFAX PAVING EXECUTED CHANGE ORDER 2 add CDBG funding approved by Council 5 1 2018	HALIFAX PAVING EXECUTED CHANGE ORDER 2 add CDBG funding approved by Council 5 1 2018.pdf
5.	HALIFAX PAVING MASTER AGREEMENT VOL COUNTY THRU 2019	HALIFAX PAVING MASTER AGREEMENT VOL COUNTY THRU 2019.pdf
6.	Dept Justification memo Halifax change	Dept Justification memo Halifax change

	order 3	order 3.pdf
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Kynah Cockcroft	Created/Initiated - 05/15/2018
Julia Wiggins	Approved - 05/21/2018
Ronny Buttrum	Approved - 05/21/2018
Lynn Stevens	Approved - 05/21/2018
Tracey Riehm	Approved - 05/24/2018
Margaret Roberts	Approved - 05/24/2018
Jake Johansson	Approved - 05/25/2018
Robin Fenwick	Final Approval - 05/25/2018

CHANGE ORDER NO. 3
To Piggyback Agreement dated July 7, 2017
HALIFAX PAVING, INC., Contractor

Project: Asphaltic Concrete & Removal of Existing Surfaces by Milling

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: Part "A" \$244,711.16 Part "B" \$895,602.77 Contingency \$ 37,826.53 TOTAL \$1,178,140.46	CHANGE IN CONTRACT TIMES: Original Contract Times Final Completion: February 5, 2018
Net changes from previous Change Order: No. <u>1</u> : \$ -0- No. <u>2</u> CDBG Funds \$ 201,501.21	Changes in contract time from previous Change Orders: No. <u>1</u> : <u>145</u> days
Contract Price prior to this Change Order: Part "A" \$244,711.16 Part "B" \$895,602.77 Contingency \$ 37,826.53 CDBG \$201,501.21 TOTAL \$1,379,641.67	Contract Completion Date prior to this Change Order: Final Completion: June 30, 2018
Net Increase (decrease) of this Change Order No. <u>3</u> : \$ -0-	Changes in contract time requested this Change Order No. <u>3</u> : (Requires Council Approval) 23 days
Contract Price with all approved Change Orders: \$1,379,641.67	Contract Times with all approved Change Orders: Final Completion: July 23, 2018

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered into by and between the parties on July 7, 2017.
- II. REQUIRED CHANGES: To provide for additional time to complete additional tasks required under CDBG funding guidelines. No change in contract cost. 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 the Piggyback Agreement subject to a limit up to but not to exceed \$1,379,641.67. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

ACCEPTED BY:

HALIFAX PAVING INC.
Contractor

By: _____
Printed Name: James Buttrum
Title: Assistant Public Works Director

Date Signed: _____

By: _____
Printed Name: Joseph Durrance
Title: Vice President

Date Signed: _____

RECOMMENDED BY:

N/A
City's Representative

RECOMMENDED BY:

N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Lynn Stevens
Title: Director of Public Works

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

for Goods and Services

Base Contract:

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

Department:	Public Works
Base Contract BID/RFP/RFSQ Number:	BID # 15-B-05KW
Alternate Source Contract Number: (Used for State Contracts)	N/A
Contractor Name:	Halifax Paving, Inc.
Contractor's Authorized Dealer:	N/A
Delivery/Installation/Product/Service Location:	Various locations in City of Port Orange identified in Exhibits 7 and 9
Description:	Asphaltic Concrete & Removal of Existing Surface by Milling.
Contract Initial Term/Term: (check appropriate term and enter dates)	Volusia County Contract: February 6, 2015 through February 5, 2018 This Piggyback Agreement shall commence on the last date the Agreement is signed by the Parties and shall continue until February 5, 2018. Part "A" of this Agreement shall be completed on or before July 21, 2017. Part "B" of this Agreement shall be completed on or before February 5, 2018.
Contract Renewal Term: (No. of Renewals and Term for each renewal)	Option for two (2) subsequent one (1) year renewals, subject to mutual written agreement by the parties, and subject to extension of the Volusia County Contract
Authorization of Services: (check one)	Written Purchase Order
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☒ Part A not to exceed \$244,711.16 Part B not to exceed \$895,602.77 with an additional \$37,826.53 unexpected conditions allowance as authorized by the Contract Manager. TOTAL AGREEMENT NOT TO EXCEED \$1,178,140.46
Payment and Performance Bond (Indicate if required)	☒ Yes ☐ No
Exhibits Attached to Contract (excluding legal Exhibits, if any)	☒ Exhibit "1" Contract History ☒ Exhibit "2" Insurance ☐ Exhibit "3" Task Authorization Example ☒ Exhibit "4" Volusia County BID #15-B-05K-W Master Agreement Rates ☒ Exhibit "5" Bond ☐ Exhibit "6" Subcontractors ☒ Exhibit "7" Part A Specifications ☒ Exhibit "8" Supplemental Conditions for Federally Assisted Projects as modified by Davis Bacon Wage Rates dated January 9, 2015 ☒ Exhibit "9" Part B Specifications
Contract Administrator:	Branford N. Adumuah, Director of Public Works
Contractor's Authorized Agent Name Printed ¹ :	Thomas A. Durrance, President
Contractor's Complete Contact Information:	Principal Address: 814 Hull Road Ormond Beach, FL 32174 Telephone: (386) 676-0200 Fax: E-Mail: tad1@mindspring.com
Signature: Contractor's Authorized Agent ¹ :	Date:

Contractor Notary Acknowledgment Block:

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by Thomas A. Durrance, as President of Halifax Paving, Inc., a Florida corporation and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded to the City of Port Orange BoardSync Contract Management for recordation.

Department Head Name, Title Printed:	Branford N. Adumuah, Director of Public Works
Signature: Department Head	Date:
Signature: M.H. Johansson, City Manager	Date:
Attest: Robin L. Fenwick, CMC, City Clerk	Date:

¹ If this Agreement is signed by an individual not identified as the Chief Executive Officer of the Contractor in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

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

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

1. The foregoing recitals are true and correct and incorporated herein.
2. The terms of the "Base Contract" with the entity as shown on the first page of this Agreement are incorporated herein by reference.
3. Agreement chronology and City insurance requirements are attached hereto as Exhibit "1" and Exhibit "2."
4. Contractor Obligation. Contractor agrees to honor the terms of the Base Contract, and to provide the City the specified goods, work, or services as more specifically described on the first page of this Agreement, and any Exhibits, attached hereto. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods, work, or services without written Purchase Order(s), and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement.
5. Authorization for Services.
 - (a) This Agreement standing alone does not authorize the purchase of any goods, work, or services, or require the City to place any orders for goods, work, or services. Authorization for the purchase of goods, work, or services shall be in the form of written Purchase Order(s) and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement, and signed by an authorized agent of the City. If applicable, a sample Task Authorization will be attached hereto as Exhibit "3." The City reserves the right to contract with other parties for the goods, work, or services contemplated by this Agreement, as determined in the City's sole and absolute discretion. Contractor shall provide and maintain a current vendor application as set forth on www.port-orange.org.
 - (b) The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms. The terms and conditions contained in a Supplemental Document, as defined herein after, to this Agreement shall only control if and when a Supplemental Document to this Agreement is signed by the City Manager or Mayor. The terms and conditions contained in a Supplemental Document fully executed by the City Manager or Mayor are incorporated herein by this reference. In the event that a Contractor contracts with the City via a Supplemental Document and there is a conflict between the general terms and conditions set forth herein and the Supplemental Document, the terms and conditions of the Supplemental Document shall control. Supplemental Document shall be defined to include: Invitation to Bid ("ITB"), proposal, quote, and contract. Unless otherwise stated on the face of this Agreement, the terms and conditions as set forth in this Agreement shall apply.
6. Manner and Place: **Part A** - As outlined in Volusia County Agreement 15-B-05KW, plans and specifications attached hereto as Exhibit "2"; Supplemental Conditions for Federally Assisted Projects as modified by Davis Bacon Wage Rates dated January 9, 2015, for Community Development Block Grant attached hereto as Exhibit "3"; and Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per

the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange.

Part B – As outlined in Volusia County Agreement 15-B-05KW, plans and specifications attached hereto as Exhibit "4"; and Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange..

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

8. **City Obligations.** In return for the goods, work, or services identified, the City agrees to compensate the Contractor at an amount subject to a limit up to but not to exceed the unit prices and/or amount, as set forth on the first page of this Agreement, and as may be further specified in Exhibit "4," attached hereto. The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30. The City's obligation to pay Contractor under this Agreement is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council, for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

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

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

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

14. Termination for Convenience of the City.

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

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 30 of this Agreement concerning disputes.

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

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

17. Examination of Records.

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

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

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

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

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

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

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

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

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

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

19. Termination for Non-Appropriation of Funds.

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

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

20. An Agreement for the Purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined herein.

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

22. Modifications or Changes to this Agreement.

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall notify the City requesting an equitable adjustment and the Agreement shall be modified in writing as mutually agreed by the Parties. Any change order shall include all costs and time extensions related to or incidental to such change.

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

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

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

23. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

24. Warranties. For the purchase of goods, Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Agreement conform to the standards required by this Agreement. Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

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

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

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

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

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

27. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents,

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

28. **Non-discrimination.** During the performance of this Agreement, Contractor agrees as follows:

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

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

(c) Contractor shall be solely responsible for compliance with all federal, state and local laws, rules and regulations prohibiting discrimination of its officers, agents, employees and subcontractors. Contractor shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

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

30. **Disputes.** The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

32. **Controlling Law.** **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF**

VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

33. Additional Provisions.

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

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

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

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

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

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

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

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

36. Agreement Construction.

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

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

Contract History

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

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

[Remainder of this page intentionally left blank]

Insurance

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

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall be solely responsible to provide the City the written original certificate, notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. The City reserves the right to increase insurance coverage as determined for higher risk Agreements and shall reimburse the Contractor for the reasonable additional costs of increased coverage. The Contractor shall maintain the following coverages:

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☐	Officer(s) Exemption	Documentation Required for Exemption: (must be attached to Purchase Order) ☐ Florida Department of Financial Services business activities on exemption detail page. ☐ Verification of Workers' Compensation for employee(s) and subcontractor(s). ☐ List of all subcontractor(s) utilized for work provided by this Purchase Order.	
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☒	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	Limits: Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Department Head waives Insurance for work under \$_____, unless otherwise required by law.		

[Remainder of this page intentionally left blank]

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



Master Agreement

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

NO. 710 3824 - 1

Page 1 of 2

Date Issued: 02/12/15

Vendor contact: Name: STEVE BLAIR Phone: 386-676-0200 E-mail: Ext.:	County contact: Name: JOSEPH BUCKLES Phone: 386-736-5967 E-mail: TBuckles@volusia.org Ext.:	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: HALIFAX PAVING INC 880 HULL ROAD ORMOND BEACH, FL 32174		Vendor No. HAP30770000 Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 15-B-05KW Award Date: 2015-02-05 Award Authorization:		Purchasing Analyst: KATHY WILLIAMS Phone: 386-626-6625 E-mail: KWilliams@volusia.org Ext.: <i>KAW</i> Payment Terms: Net 45 Days, FOB Dest, Freight allowed
Document Description: Asphaltic Concrete & removal of existing surfaces by milling		

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

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

EXHIBIT "4"



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

NO. 710 3824 -1

Page 2 of 2

Date Issued: 02/12/15

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

Jeaniene Jennings CPPB
Purchasing & Contracts Director

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

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

EXHIBIT "4"

RETURN RECORDED DOCUMENT TO:

Deputy City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

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

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: M.H. Johansson, City Manager
Phone Number: (386) 506-5501

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

City Case/Project No. POL042-Halifax Paving

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

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

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

Front Page

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

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

Asphaltic Concrete and Removal of Existing Surfaces by Milling

Name of Project

City Project No. POL042 – Halifax Paving

Bond No. _____

Space Reserved for Recording Data

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

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

BY THIS BOND, We, HALIFAX PAVING, INC. as Principal, and _____, a _____ corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE MILLION ONE HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED FORTY AND 46/100 DOLLARS (\$1,178,140.46)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Piggyback Agreement having an effective date of _____, 2017, entered into by and between the Principal and the City, for asphaltic concrete and removal of existing surfaces by milling, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2017.

Attest:

HALIFAX PAVING, INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Thomas Durrance, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

Part A:

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

Part B:

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

2017 Paving Estimate for CDBG

ESTIMATE

2014

Millings 1.50 <2000 sq yds	Strippling QUANTITIES	Lbs. per Inch	Number	Length	Width	Total Feet	Sq. Yards	Pounds	Number of Tons	Cost per	Cost	Number of Manholes & W V Manholes Stripping	\$175.00 Cost for Manhole Adj.	Total Cost for Road
Millings 4.00 > 2000 sq yds		110												
Riverside Dr (Flaming to Seminoe Dr)														
Asphalt														
Milling (+/-) 1.5"		1.5	8100	20	182,000	16,000	2,970,000	1,485.00	88.00	127,710.00	0.00	0.00	0.00	127,710.00
Stop Bars	3	1.5	8100	20	182,000	16,000	2,970,000	1,485.00	1.50	27,000.00	0.00	0.00	0.00	27,000.00
Yellow Skip										2.50	7.50	0.00	0.00	7.50
Double Yellow			5880							1.50	8,820.00	0.00	8,820.00	8,820.00
			705							1.50	1,057.50	0.00	0.00	1,057.50
Grange Ave (Dunlawton to Greave Yard Ent)														
Asphalt														
Milling (+/-) 1.5"		1.5	2720	20	54,400	6,044	997,333	498.00	86.00	42,914.00	0.00	0.00	0.00	42,914.00
Stop Bars	6	1.5	2720	20	54,400	6,044	997,333	498.00	1.50	9,006.00	0.00	0.00	0.00	9,006.00
Left Turn Arrows	2									2.50	12.50	0.00	0.00	12.50
SVRight Turn Arrows	2									50.00	100.00	0.00	0.00	100.00
Single White			200							50.00	100.00	0.00	0.00	100.00
Double Yellow			1680							1.50	300.00	0.00	0.00	300.00
Yellow Skip			430							1.50	2,620.00	0.00	0.00	2,620.00
Crosswalks			81							1.50	645.00	0.00	0.00	645.00
										1.50	91.50	0.00	0.00	91.50
Monroe Pl/Oak to Church Street														
Asphalt														
Milling (+/-)		1.5	1240	20	24,800	2,755	454,868	227.00	86.00	19,550.88	0.00	0.00	0.00	19,550.88
Stop Bar	2	1.5	1240	20	24,800	2,755	454,868	227.00	1.50	4,132.50	0.00	0.00	0.00	4,132.50
Crosswalk			95							2.50	5.00	0.00	0.00	5.00
										1.50	145.00	0.00	0.00	145.00

msa8001.pdf

EXHIBIT "7"
PART A SPECIFICATIONS

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

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

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

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

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

2. Copeland "Anti-Kick Back" Act- 18 USC 874 and 40 USC 278c; 29 CFR Part 3

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

3. Federal Labor Standards

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

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

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

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

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

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

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

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

7. Energy Efficiency

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

8. Flood Disaster Protection- 42 USC 4001

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

9. Special Equal Opportunity Provisions

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

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

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

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

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

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

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

F:

treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- C. **Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60-1.8**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. NSP 3 Vicinity Hiring and Contracting Preference-

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

10. Section 3- 24 CFR Part 135

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

11. Conflict Of Interest- 24 CFR Part 85.35 and 24 CFR Part 570.611

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

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

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

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

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

13. Fair Housing Laws

The contractor shall comply with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 852 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

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

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

15. Debarred Contractors

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

16. Lobbying

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

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

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

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

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

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

Attachment I

FEDERAL LABOR STANDARDS PROVISIONS

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

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (b) If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)
 - (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its

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

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (f) **Payroll and basic records.** Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

B. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-64, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment II

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

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

Instructions For Completing Payroll Form, WH-347

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

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

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

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

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

Address: Fill in your firm's address.

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

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

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

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

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

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

Column 5 - Total: Self-explanatory

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

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

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

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

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

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

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

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

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

Use of Section 4(c), Exceptions

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

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

PAYROLL

PAYROLL
[For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm]
Persons are not required to respond to the collection of information...

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

CONTROL NO.

PEAK WEEK EVENTS

PROJECT AND LOCATION

PRELIMINARY CONTRACT NO.

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

Rev. Dec. 2008

[illegible]

While completion of Form HHS-567 is optional, it is necessary for covered contractors and subcontractors (40 U.S.C. § 4428) contractors and subcontractors performing work on Federalty financed or assisted construction projects under C.F.R. § 26.101(a)(1) requires contractors to submit weekly a copy of all drawings to the BAA. The drawings must be submitted by the end of the week in which the drawings were issued.

[illegible]

Patricia Barber Blackburn

For more information, contact the nearest U.S. Department of Labor, Bureau of Labor Statistics, Office of Information, if you have a question about this survey or need assistance. If you have a question about this survey or need assistance, contact the nearest U.S. Department of Labor, Bureau of Labor Statistics, Office of Information, if you have a question about this survey or need assistance. If you have a question about this survey or need assistance, contact the nearest U.S. Department of Labor, Bureau of Labor Statistics, Office of Information, if you have a question about this survey or need assistance.

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EXHIBIT "8"

to hereby state: _____ (Name of Signatory Party) _____ (Title)

(Contractor or Subcontractor)

_____ from the full
(Contractor or Subcontractor)
weekly wages earned by any person and I shall no deductions have a been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations Part 103, 72 Stat. 567, 38 U.S.C. § 3145, issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 546), and described below:

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

(4) That:

☐ (e) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract shall have been or will be made to appropriate program line for the benefit of such employees, except as noted in section 4(c) below.

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

(c) EXCEPTIONS

[illegible]

General Decision Number: FL140180 10/17/2014 FL180

Superseded General Decision Number: FL20130180

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

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

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

ENG10673-013 05/01/2013

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

IRON0808-003 01/01/2013

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

LAB00517-002 05/01/2014

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

* PAIN1010-011 00/01/2014

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

SUFL2009-176 06/24/2009

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

EXHIBIT "8"

LABORER: Landscape.....\$ 8.44	0.00
LABORER: Pipelayer.....\$ 11.17	1.27
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....\$ 10.63	2.20
OPERATOR: Asphalt Paver.....\$ 11.88	0.00
OPERATOR: Backhoe Loader Combo.....\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....\$ 13.12	2.58
OPERATOR: Bulldozer.....\$ 12.88	0.00
OPERATOR: Crane.....\$ 14.88	3.17
OPERATOR: Grader/Blade.....\$ 15.00	2.84
OPERATOR: Loader.....\$ 13.38	0.00
OPERATOR: Mechanic.....\$ 13.83	2.19
OPERATOR: Roller.....\$ 10.50	0.00
OPERATOR: Scraper.....\$ 11.00	1.74
OPERATOR: Trackhoe.....\$ 20.92	5.50
OPERATOR: Tractor.....\$ 10.00	0.00
TRUCK DRIVER, Includes Dump Truck.....\$ 11.07	0.00
TRUCK DRIVER: Lowboy Truck.....\$ 11.00	0.00
TRUCK DRIVER: Off the Road Truck.....\$ 12.21	1.97

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EXHIBIT "8"

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

General Decision Number: FL140234 02/07/2014 FL234

Superseded General Decision Number: FL20130293

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

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

* ELEC0915-004 12/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 25.13	34.54+\$0.25

SUFL2013-052 08/19/2013		

	Rates	Fringes
CARPENTER.....	\$ 15.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 13.97	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.38	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER: Asphalt, Includes Raker, Shovelers, Spreader and Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.55	0.00
LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 14.66	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 13.46	0.00
LABORER: Laborer-Cones/		

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

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Barricades/Barrels Setter/Mover/Sweeper.....	\$ 11.36	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00
OPERATOR: Bulldozer.....	\$ 15.23	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.01	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 15.63	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.88	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.01	0.00
OPERATOR: Scraper.....	\$ 12.21	0.00
OPERATOR: Screed.....	\$ 14.66	0.00
OPERATOR: Trencher.....	\$ 14.25	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.25	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.28	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00

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

2/14/2014

EXHIBIT "8"

TRUCK DRIVER: Lowboy Truck.....\$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....\$ 13.57	0.00

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

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

Non-Union Identifiers

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

<http://www.wdol.gov/wdol/scsfiles/e>

2/14/2014

EXHIBIT "8"

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conference (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

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2/14/2014

EXHIBIT "8"

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Section 3 Information and Instructions for Contractors & Subcontractors

What is Section 3?

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

What does Section 3 require contractors and subcontractors to do?

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

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

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

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

What is a Section 3 Resident?

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

What is a Section 3 business?

A Section 3 business is defined as one:

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

Reporting

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

Pre-award:

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

Post-award:

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

Section 3 Resident Self-Certification Form

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

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

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

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

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

Name _____ Telephone _____

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

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

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

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

Signature _____ Date _____

_____ (Print Name)

Section 3 Certification

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

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

Name of business: _____
Contact person: _____ Title: _____
Address of business: _____
Telephone number: _____ Fax number: _____
E-mail address: _____
Federal Employer Identification Number/SSN: _____

1. Type of business: (Check one)

- ☐ Corporation ☐ Sole Proprietorship
☐ Partnership ☐ Joint Venture

2. Check where applicable and provide required documentation:

- ☐ I am an individual, sole proprietorship, partnership, corporation or joint venture NOT claiming a Section 3 status.
- ☐ I am an individual, sole proprietorship, partnership, corporation or joint venture claiming a Section 3 status as:
- ☐ A business that has a 51% ownership by a Section 3 qualified resident(s) (submit the following documents):
 - ☐ Section 3 Resident Self-Certification Forms
 - ☐ A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents.
 - ☐ List of all current full-time employees, and,
 - ☐ List of employees claiming Section 3 residence status and for each such employee
 - ☐ PHA/IHA Residential lease less than three years from date of employment, or
 - ☐ Other evidence of Section 3 status less than three years from day of employment.
 - ☐ A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.
 - ☐ List of Section 3 subcontractor(s) and subcontract amount(s).

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

Print name: _____

Signature: _____

Date: _____

Title: _____

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

General Decision Number: FL150234 01/09/2015 FL234

Superseded General Decision Number: FL20140234

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015

* ELEC0915-004 12/01/2014

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

SUFL2013-052 08/19/2013		

	Rates	Fringes
CARPENTER.....	\$ 15.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 13.97	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.38	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.36	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.55	0.00

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

1/9/2015

EXHIBIT "8"

LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 14.66	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 13.46	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00
OPERATOR: Bulldozer.....	\$ 15.23	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.01	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 15.63	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.88	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.01	0.00
OPERATOR: Scraper.....	\$ 12.21	0.00
OPERATOR: Screed.....	\$ 14.66	0.00
OPERATOR: Trencher.....	\$ 14.25	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.25	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.28	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00

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

1/9/2015

EXHIBIT "8"

TRUCK DRIVER: Lowboy Truck.....\$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....\$ 13.57	0.00

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

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

1/9/2015

EXHIBIT "8"

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

1/9/2015

EXHIBIT "8"

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

2014

revised 2001 page 2

EXHIBIT "9"
PART B SPECIFICATIONS

FY 2017 PAVING COST

ESTIMATE

2014

Milling 1.50<2000 sq.Yds Milling 4.00>2000 sq Yds	Manhole & Stripping Quantities	Lbs. per inch 110	Number inches	Length	Width	a Total Feet	b Sq. Yards	c Pounds	d Number of Tons	Cost per Misc Stripping	Number of Manholes & W V	\$175.00 Cost for Manhole Adj.	Total Cost for Road
2017 Starting Balance 974,188.90-40,739.60 (Pipelining Country Lane)													
Country Lane													933,429.30
Asphalt													
Milling (+/-) 1.5"		1.5	7,080	20		141,600	15,733	2,596,000	1,298.00	86.00			111,628.00
		1.5	7,080	20		141,600	15,733	2,596,000	1,298.00	1.50			23,800.00
			5,802							1.50			8,703.00
			800							1.50			1,350.00
										50.00			200.00
										50.00			150.00
			85							1.50			127.50
										2.50			5.00
Smokerise Drive													
Asphalt													
Milling (+/-) 1.5"		1.5	2,300	20		46,000	5,111	843,333	421.65	88.00			36,262.76
		1.5	2,300	20		46,000	5,111	843,333	421.65	1.50			7,868.67
										2.50			2.50
Ashley Cir													
Asphalt													
Milling (+/-) 1.5"		1.5	225	20		4,500	500	82,500	41.25	125	1MH		5,156.25
		1.5	225	20		4,500	500	82,500	41.25	4.00			2,000.00
										2.50			2.50
										10.00			10.00
Wendell Ct													
Asphalt													
Milling (+/-) 1.5"		1.5	1,050	20		21,000	2,333	365,000	192.5	125.00	3MH		0.00
		1.5	1,050	20		21,000	2,333	365,000	192.5	1.50			24,062.50
										2.50			3,500.00
										10.00			20.00
Trailside Drive													
Asphalt													
Milling (+/-) 1.5"		1.5	1,000	20		20,000	2,222	366,667	183.33	125.00	4MH/WV		0.00
		1.5	1,000	20		20,000	2,222	366,667	183.33	1.50			22,916.67
										2.50			3,333.33
										10.00			2.50
Ashton Ln													
Asphalt													
Milling (+/-) 1.5"		1.5	880	20		17,600	1,955.56	322,667	181	125.00	2MH		0.00
		1.5	880	20		17,600	1,955.56	322,667	181	4.00			20,166.67
										2.50			7,822.22
										10.00			5.00
													30.00

mscd3007pac2

EXHIBIT "9"
PART B SPECIFICATIONS

2014

2014

EXHIBIT "9"
PART B SPECIFICATIONS

FY 2017 PAVING COST

2016

ESTIMATE

Milling 1.50<2000 sq.Yds Milling 4.00>2000 sq Yds	Manhole & Stripping Quantities	ESTIMATE		Length	Width	Total Feet	Sq. Yards	Pounds	Number of Tons	Cost per Misc Stripping	Number of Manholes & W V	\$175.00 Cost for Manhole Adj.	Total Cost for Road
		Lbs. per Inch	Number Inches										
Asphalt													
Milling (+-) 1.5"		1.5	3460	20		69200	7,689	1,268,667	634	86.00			54,582.67
		1.5	3460	20		69200	7,689	1,268,667	634	7.50			11,633.33
										2.50			2.50
										10.00			40.00
Terrance Village Drive													
Asphalt													
Milling (+-) 1.5"		1.5	1280	21		26880	2,967	492,800	246	86.00	4mhl/1wv		0.00
		1.5	1280	21		26880	2,967	492,800	246	1.50			21,158.00
										2.50			4,480.50
										1.50			5.00
										10.00			97.50
										1.50			20.00
													1,800.00
Sandy Terrance Drive													
Asphalt													
Milling (+-) 1.5"		1.5	960	20		19200	2,133	352,000	176	86.00	2mhl/1wv		0.00
		1.5	960	20		19200	2,133	352,000	176	1.50			15,136.00
										2.50			3,200.00
													2.50
Taylor Woods Drive													
Asphalt													
Milling (+-) 1.5"		1.5	540	20		10800	1200	198000	99	125.00			12,367.00
		1.5	540	20		10800	1200	198000	99	4.00			4,800.00
										2.50			5.00
Wood Acers Drive													
Asphalt													
Milling (+-) 1.5"		1.5	730	20		14600	1622,2222	267666,6667	133,83	125.00			16,729.16
		1.5	730	20		14600	1622,2222	267666,6667	133,83	4.00			6,489.88
										2.50			5.00
Wood Mar Drive													
Asphalt													
Milling (+-) 1.5"		1.5	480	20		9600	1088,8888	179666,6667	89,83	125.00			11228.75
		1.5	480	20		9600	1088,8888	179666,6667	89,83	4.00			4355.52
										2.50			5.00
Wood Point Terrance													
Asphalt													
Milling (+-) 1.5"		1.5	1635	21		34335	3815	629475	314,7375	86.00			27086.78
		1.5	1635	21		34335	3815	629475	314,7375	1.50			5722.5
										2.50			5.00

EXHIBIT "9"
PART B SPECIFICATIONS

FY 2017 PAVING COST

2014

ESTIMATE

	Manhole & Striping Quantities	Lbs. per Inch Number Inches	Length	Width	Total Feet	Sq. Yards	Pounds	Number of Tons	Cost per Ton	Number of Manholes & W V Misc Striping	Cost for Manhole Adj.	Total Cost for Road
Milling 1.50<2000 sq. Yds												
Milling 4.00>2000 sq Yds												
Asphalt		1.5	580	20	11600	1288.88889	212888.8889	106.333333	125.00		\$175.00	13291.25
Milling (+/-)		1.5	580	20	11600	1288.88889	212888.8889	106.333333	4.00			5156.52
									2.50			2.50
									10.00			10.00
Brandon Lane												
Asphalt		1.5	1000	20	20000	2222.22222	366666.6667	183.333333	125.00	2MH/1WV		22916.25
Milling (+/-)		1.5	1000	20	20000	2222.22222	366666.6667	183.333333	1.50			3333.33
									2.50			5.00
									10.00			20.00
Acadia Point												
Asphalt		1.5	1560	20	31200	3488.66	572000	286	86.00	4rh		24596.00
Milling (+/-)		1.5	1560	20	31200	3488.66	572000	286	1.50			5200.00
12" Stop Bars	1								2.50			2.50
Reflectors	1								10.00			10.00
Crosswalk	1		35						1.50			52.50

EXHIBIT "9"
PART B SPECIFICATIONS

CHANGE ORDER NO. 1
 To Piggyback Agreement dated July 7, 2017
HALIFAX PAVING, INC., Contractor

Project: Asphaltic Concrete & Removal of Existing Surfaces by Milling

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <u>0</u>
Part "A" \$244,711.16	Substantial Completion: ___ days
Part "B" \$895,602.77	Final Completion ___ days
Contingency \$37,826.53	
TOTAL \$1,178,140.46	
Net changes from previous Change Order:	Changes in contract time from previous Change Orders:
N/A	No. <u> </u> : <u> </u> days
	___ days
Contract Price prior to this Change Order:	Contract Completion Date prior to this Change Order:
Part "A" \$244,711.16	Final Completion: February 5, 2018
Part "B" \$895,602.77	
Contingency \$37,826.53	
\$1,178,140.46	
Net Increase (decrease) of this Change Order No. <u>1</u> :	Changes in contract time requested this Change Order No. <u>1</u> : (Requires Council Approval)
Part "A" \$244,711.16	
Part "B" \$887,858.38	
Contingency <u>\$45,570.92</u>	145 days
<u>\$1,178,140.46</u>	
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
\$1,178,140.46	Final Completion: N/A

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered into by and between the parties on July 7, 2017.
- II. REQUIRED CHANGES: Based on the latest Roads Inventory and Condition evaluation, several roads listed in the original contract were found to be in good condition and not in need of immediate repairs. Public Works has removed those roads from the current repair list and identified other roads in need of repairs. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties. There is no change in the contract price.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? Yes_
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed \$1,178,140.46. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

By: _____

Printed Name: Ronny Buttrum

Title: Interim Assistant Director

Date Signed: 1/18/18

ACCEPTED BY:

Contractor

By: _____

Printed Name: Joseph Durrance VP

Title: Halifax Paving

Date Signed: 1-18-18

RECOMMENDED BY:

N/A

City's Representative

RECOMMENDED BY:

N/A

Engineer of Record

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

By: _____

Printed Name: _____

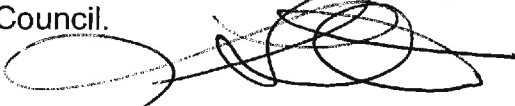
Title: _____

Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

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

By: 

Printed Name: Lynn Stevens

Title: Interim Director of Public Works

Date Signed: 1/15/18

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

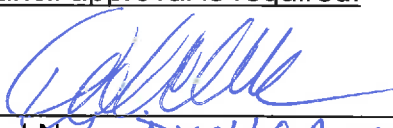
By: N/A

Printed Name: _____

Title: _____

Date Signed: _____

If Council approval is required:

By: 

Printed Name: Donald O. Burnette

Title: Mayor

Date Signed: 1/23/18

Affirmed:



Robin L. Fenwick, CMC, City Clerk

Date Signed: 1/23/18

CHANGE ORDER NO. 2
To Piggyback Agreement dated July 7, 2017
HALIFAX PAVING, INC., Contractor

Project: Asphaltic Concrete & Removal of Existing Surfaces by Milling

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: Part "A" \$244,711.16 Part "B" \$895,602.77 Contingency \$ 37,826.53 TOTAL \$1,178,140.46	Original Contract Times Final Completion: February 5, 2018
Net changes from previous Change Order: No. <u>1</u> : \$ 0.00	Changes in contract time from previous Change Orders: No. <u>1</u> : <u>145</u> days
Contract Price prior to this Change Order: Part "A" \$244,711.16 Part "B" \$895,602.77 Contingency \$ 37,826.53 \$1,178,140.46	Contract Completion Date prior to this Change Order: Final Completion: <u>June 30, 2018</u>
Net Increase (decrease) of this Change Order No. <u>2</u> : CDBG Funds Increase \$201,501.21	Changes in contract time requested this Change Order No. <u> </u> : (Requires Council Approval) _____days
Contract Price with all approved Change Orders: \$1,379,641.67✓	Contract Times with all approved Change Orders: Final Completion: <u>June 30, 2018</u> date

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered into by and between the parties on July 7, 2017.
- II. **REQUIRED CHANGES:** Expend \$201,501.21 in CDBG funds that were recently identified and are available to resurface additional roads under the FY17 Annual Paving Program. Total revised contract amount is \$1,379,641.67. No change in contract time. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? Yes
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed \$1,379,641.67. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

By: _____
Printed Name: James Buttrum
Title: Assistant Public Works Director

Date Signed: _____

RECOMMENDED BY:

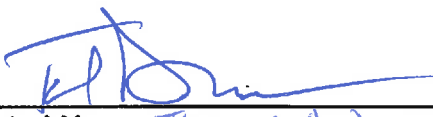
N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:

Contractor

By: 
Printed Name: Thomas A. Durrance
Title: President/Halifax Paving Inc.

Date Signed: 5-4-18

RECOMMENDED BY:

N/A
Engineer of Record

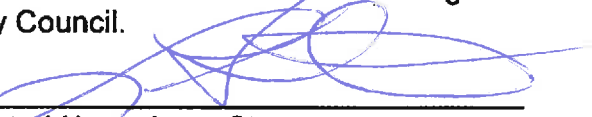
By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

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

By: 

Printed Name: Lynn Stevens

Title: Interim Director of Public Works

Date Signed: 5-8-18

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

By: N/A

M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

By: 

Donald O. Burnette, Mayor

Date Signed: 5/10/18

Affirmed:



Robin L. Fenwick, CMC, City Clerk

Date Signed: 5/10/18



Master Agreement

NO. 710 3824A - 3

TERM: 2018-02-06 to 2019-02-06

Page 1 of 4

Date Issued: 03/20/2018

Vendor contact: Name: STEVE BLAIR Phone: 386-676-0200 E-mail:		County contact: Name: RANDALL JACKSON Phone: 386-736-5967 E-mail: WJackson@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: HALIFAX PAVING INC 860 HULL ROAD ORMOND BEACH, FL 32174		Vendor No. HAP30770000	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 15-B-05KW 5300 Award Date: 2018-01-18 Award Authorization: COUNCIL		Purchasing Kendrick Thomas Phone: 386-626-6624 E-mail: kthomas@volusia.org Ext: Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Asphaltic Concrete & removal of existing surfaces by milling			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	74514	TON	Asphaltic Concrete, Type S-1	0.000000
2	74514	TON	Asphaltic Concrete, Type S-3	0.000000
3	96154	SQYD	Milling of existing surfaces, per square yard	0.000000
4	96154	DAY	Milling of existing surfaces, per day	0.000000
5	91276	LNFT	Pavement Marking (with purchase of asphaltic concrete)	0.000000
6	91276	EA	Pavement Marking (with purchase of asphaltic concrete)	0.000000
7	74587	SQYD	Asphaltic Base Course	0.000000
8	74568	CUYD	Millings from jobsites, per cubic yard	0.000000

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

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

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County 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 the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.



Master Agreement

NO. 710 3824A - 3

TERM: 2018-02-06 to 2019-02-06

Page 3 of 4

Date Issued: 03/20/2018

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
9	74568	TON	Millings from jobsites, per ton	0.000000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

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

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Providing any good or service constitutes acceptance of this entire PO or MA without exception.
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Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

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Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

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Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.



City of Port Orange

Public Works Department

TO: M.H. Johansson, City Manager

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: May 21, 2018

A handwritten signature in blue ink, likely belonging to Lynn Stevens, the Public Works & Utilities Director.

SUBJECT: Change Order 3 – Halifax Paving

REQUEST:

The Department of Public Works requests City Council approval of Change Order 3 to contract CA6019 with Halifax Paving Inc. to add additional time to the contract with no change in contract amount.

PURPOSE:

The purpose of this request is to allow time to complete additional tasks required under CDBG funding guidelines. Specifically, the Davis Bacon documentation and the roadway environmental review on each of the seven roadways. Both items are required when utilizing CDBG funds for paving.

CONSIDERATION:

On July 7, 2017, the City of Port Orange executed a Piggyback Agreement (CA6019) to the Volusia County contract with Halifax Paving to complete the FY2017 Annual Paving Program. The total cost of the initial contract was \$1,178,140.46 with an expiration date of February 5, 2018.

On January 16, 2018, Council approved Change Order 1 to the contract with Halifax Paving to extend the contract 145 days and revised the list of roads (replace those listed as "fair" or "good" with roads listed as "poor") based on the pavement inventory and condition assessment provided by Infrastructure Management Services (IMS). Change Order 1 did not affect the contract cost.

Change Order 2, approved by Council in May 2018, increased the contract spending authority an additional \$201,501.21 to include roadways eligible for CDBG grant funding. Total revised contract cost is \$1,379,641.67. Staff did not realize additional time would be required at the time that this change order was drafted.

Change Order 3 is hereby requested to extend the contract 23 days from June 30, 2018 to July 23, 2018 to allow time to fully comply with the requirements attached to the CDBG funding. No change in the contract cost.

FUNDING:

CDBG 110-1904-554-6397

RECOMMENDATION:

The Department of Public Works recommends City Council approval of Change Order No. 3 to contract CA6019 with Halifax Paving to add additional time to the contract with no change in contract cost amount.

ANTICIPATED SCHEDULE:

Council Date June 5, 2018

ATTACHMENTS:

Original Contract with Halifax Paving

Executed Change Order 1

Executed Order 2

Excel spreadsheet listing CDBG eligible roads



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/05/2018

Consent item: Yes

SUBJECT: (B7d) Rejection of all bids for ITB #18-17 for Public Works Roof and Garage Roofing

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve rejection of all bids for ITB #18-17 Public Works Administration

SUMMARY: On March 29, 2018, the city advertised a bid request for the Public Works Administration Building and Automotive Garage Roofing responsive. The two bid prices were \$315,000 and \$386,875. Both bids were considerably over the budget.

The project is designed to correct the existing roof at the intersecting point of the administration and automotive garage as the reasons for the higher than expected bid prices.

Staff is working with the design engineer to determine if modifications to the specifications will bring the project back in line with the budget.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	ITB 18-17 Tabulation Sheet (05-3-18)
2.	ITB 18-17 AG Pifer Response (5-3-18) .pdf
3.	ITB 18-17 Notice To Reject all Proposals (05-16-18)
4.	ITB 18-17 Southern Coatings Response (05-03-18)
5.	ITB 18-17 Ted Memetz LLC. Response (05-03-18)
6.	ITB 18-17 PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REJECTION (3)
7.	Dept Justification memo rejection bid 18-17
8.	ITB 18-17 TABULATION SHEET (5-3-18) REVISED

Robin Fenwick
Julia Wiggins
Ronny Buttrum
Lynn Stevens
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 05/18/18
Approved - 05/18/18
Approved - 05/18/18
Approved - 05/24/18
Approved - 05/24/18
Approved - 05/24/18
Approved - 05/24/18
Final Approval - 06/05/18



CITY OF PORT ORANGE, FLORIDA

ITB TABULATION SHEET

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

ITB NUMBER: ITB #18-17
ITB TITLE: PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT
OPENING DATE/TIME: May 3, 2018 at 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		A.G Pifer Construction Co. Inc.	Southern Coatings Inc.	Ted Nemetz LLC.	
1	Form 7.1 Submittal Checklist	YES	YES	YES	
2	Form 7.2 – Vendor’s Acknowledgement	YES	YES	YES	
3	Form 7.3 – Addendum and Change Order Procedure	YES	YES	NO	
4	Form 7.4 – Drug Free/Tie Preference Statement	YES	YES	YES	
5	Form 7.5 – Public Entity Crimes Statement	YES	YES	YES	
6	Form 7.6 – Affidavit of Anti-Collusion	YES	YES	YES	
7	Form 7.7– Statement of Vendor’s Qualifications	YES	YES	YES	
8	Form 7.8 – Prof.References for Previous Experience	YES	YES	YES	
9	Form 7.9 – Local Business Affidavit of Eligibility	YES	YES	YES	
10	Form 7.10 Listing of Subcontractors	YES	YES	YES	
11	Attachment 1 – Lease Proposal	YES	YES	YES	
12	Bid Bond	YES	YES	NO	
1 Original & 1 Electronic Copy		YES	YES	YES	
Deemed Responsive?		YES	YES	NO	
TOTAL BASE BID		\$ 386,875.00	\$ 315,000.00	\$ 200,880.00	\$ -
BID ALTERNATE 1 ADDITION OF 8 SKYLIGHTS		\$ 18,000.00	\$ -	\$ 4,800.00	\$ -
SHALL WARRANTY THE ROOFING FOR:		WATER TIGHT WARRANTY	5 YEARS	10 year	

Opened and tabulated by: David Battaglia, Purchasing Agent
 Witnessed by: Joe Castro, Buyer

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- 8 Form 7.2 – Vendor’s Acknowledgement
- 8 Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- 8 Form 7.4 – Drug Free/Tie Preference Statement
- 8 Form 7.5 – Public Entity Crimes Statement
- 8 Form 7.6 – Affidavit of Anti-Collusion
- 8 Form 7.7– Statement of Vendor’s Qualifications
- 8 Form 7.8 – Professional References for Previous Experience
- 8 Form 7.9 – Local Business Affidavit of Eligibility
- 8 Form 7.10 – Listing of Subcontractors
- 8 Attachment 1 – Bid Proposal
- 8 Bid Bond
- 8 Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY:

A.G. Pifer Construction Co. Inc.

Name of Business

Authorized Signature

05/03/2018

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

A.G. Pifer Construction Co. Inc.

NAME OF BUSINESS

3629 Old Deland Road

MAILING ADDRESS

Daytona Beach, FL 32124

CITY, STATE & ZIP CODE

AUTHORIZED SIGNATURE

Anthony Gregg Pifer, President

NAME, TITLE, TYPED

(386) 257-4448 / (386) 257-5503

TELEPHONE NUMBER / FAX NUMBER

59-2986219

FEDERAL IDENTIFICATION #

agpcon@bellsouth.net

E-MAIL ADDRESS

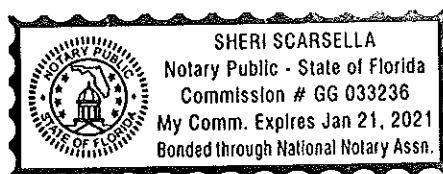
STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of May 3, 2018 by Anthony Gregg Pifer, President, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:
0121/2021

Sheri Scarsella
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 04/20/2018 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."

Anthony Gregg Pifer

President

STATE OF Florida
COUNTY OF Volusia

A.G. Pifer Construction Co. Inc

Name of Business

By: _____

Printed

Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me this 3rd day of May, 2018, by
Anthony Gregg Pifer, as President of
A.G. Pifer Construction Co. Inc.
(NAME) (TITLE)
and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

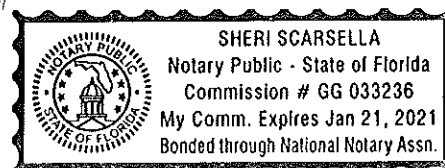
☐ has produced _____ as identification.

Sheri Scarsella

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

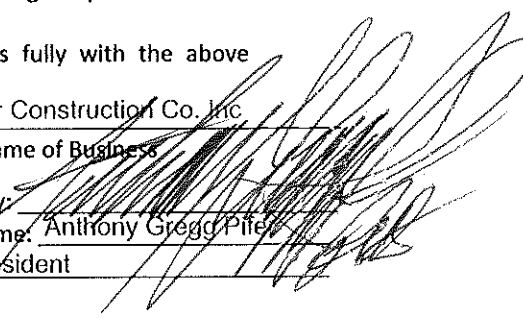
In order to have a drug-free workplace program, a business shall:

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

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

A.G. Pifer Construction Co. Inc.

Name of Business

By: 

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 3rd day of May, 2018, by Anthony Gregg Pifer, as President of

(NAME)

(TITLE)

A.G. Pifer Construction Co. Inc.

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

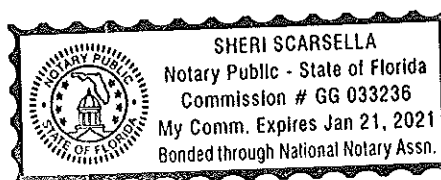
☐ has produced _____ as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



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

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

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

1. The business address of A.G. Pifer Construction Co. Inc (name of Offeror or business) is 3629 Old Deland Road, Daytona Beach, FL 32124.
2. My relationship to A.G. Pifer Construction Co. Inc (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

A.G. Pifer Construction Co. Inc
Name of Business
By: _____
Printed Name: Anthony Gregg Pifer
Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 24th day of April, 2018, by
Anthony Gregg Pifer, as President of
A.G. Pifer Construction Co. Inc. and who:

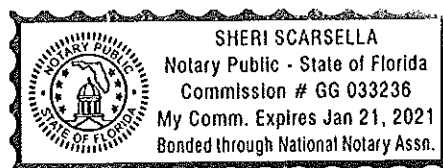
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

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



FORM 7.6 – ANTI-COLLUSION FORM

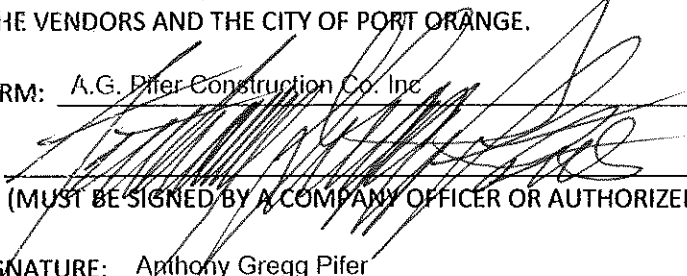
ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: A.G. Pifer Construction Co. Inc

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

PRINTED SIGNATURE: Anthony Gregg Pifer

TITLE: President

ADDRESS: 3629 Old Deland Road

Daytona Beach, FL

CITY: STATE: ZIP CODE: 32124

(386) 257-4448

TELEPHONE: FAX: (386) 257-5503

COMPLETION TIME: 90 Days to Substantial and 30 Days to Final

F.E.I.N. NUMBER: 59-2986219

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

NO BID (REASON):

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

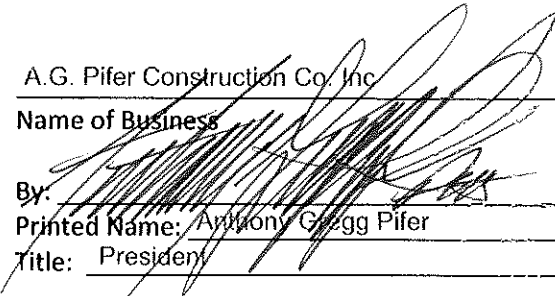
- A. Name of Vendor.
A.G. Pifer Construction Co. Inc.
- B. Permanent main office address.
3629 Old Deland Road, Daytona Beach, FL 32124
- C. Date organized.
December 23, 1989
- D. If a corporation, where incorporated.
State of Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 29 Years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
Please see Attachment A
- G. General character of work performed by your company.
General Construction
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
No
- I. Have you ever defaulted on a contract? If so, where and why?
No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
Please see Attachment B
- K. List your major equipment currently owned or leased.
All General Construction Equipment and Scaffolding
- L. Experience in work similar to this type of project.
Please see Attachment B
- M. Background and experience of the principal members of your organization, including the officers.
Please see Attachment C
- N. Credit currently available: \$ 1 million
- O. Give bank reference: Jill Hazard, Bank of America (386) 676-0891
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
Upon Receipt of Contract

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

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

A.G. Pifer Construction Co. Inc.

Name of Business

By: 

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

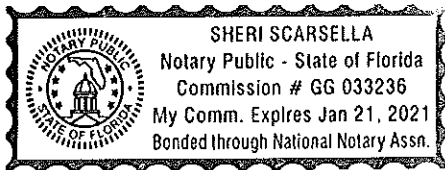
COUNTY OF Volusia

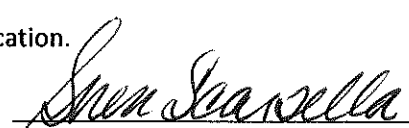
Sworn to (or affirmed) and subscribed before me this 3rd day of May, 2018, by
Anthony Gregg Pifer, as President
of A.G. Pifer Construction Co. Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.




Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

A.G. PIFER CONSTRUCTION CO. INC.

State Certified General Contractor CGC040437
 3629 Old Deland Road, Daytona Beach, FL 32124
 Ph: (386) 257-4448 Fx: (386) 257-5503 E-mail: agpcon@bellsouth.net
 www.agpiferconstruction.com

CONTRACTS ON HAND

Job #	Job Name & Address	Owner Address	Start	End	Contract Amount
Various	VOTRAN M/A County of Volusia Construction of ADA Bus Stops	County of Volusia / Votran 950 Big Tree Road South Daytona, FL 32119	7/1/1905	Current	MA Appx 1 Million
070-17	Southern States Management Grp Westgate Village Siding Replacement 1190 Pelican Bay Drive Daytona Beach, FL 32119	Westgate Village 1190 Pelican Bay Drive Daytona Beach, FL 32119	To Start	Current	\$83,000.00
001-18	Port Orange DLH Annex Remodel Former Police Department 1395 Dunlawton Avenue Port Orange, FL 32129	The City of Port Orange 1000 City Center Circle Port Orange, FL 32129	1/15/2018	Current	\$1,918,040.51
002-18	Live Oak Cultural Center 1050 Live Oak Street New Smyrna Beach, FL 32169	The City of New Smyrna Beach 210 Sams Avenue New Smyrna Beach, FL 32168	2/19/2018	Current	\$2,136,901.07
003-18	Silver Sands Condo Misc. Exterior Building Repairs 4865 South Atlantic Avenue New Smyrna Beach, FL 32169	Silver Sands Condo Association 4865 South Atlantic Avenue New Smyrna Beach, FL 32169	2/16/2018	Current	\$278,179.10
008-18	Deltona High School Media Center Retrofit 100 Wolf Pack Run Deltona, FL 32725	Volusia County Schools 3750 Olsen Drive Daytona Beach, FL 32124	6/1/2018	Current	\$221,005.10
009-18	Port Orange Elementary Group Restroom Renovations 402 Dunlawton Avenue Port Orange, FL 32127	Volusia County Schools 3750 Olsen Drive Daytona Beach, FL 32124	6/1/2018	Current	\$253,262.48

A.G. PIFER CONSTRUCTION CO. INC.

State Certified General Contractor CGC040437

3629 Old Deland Road, Daytona Beach, FL 32124

Ph: (386) 257-4448 Fx: (386) 257-5503 E-mail: agpcon@bellsouth.net

www.agpiferconstruction.com

COMPLETED PROJECTS

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
DeLand Transportation Facility Construction of Additional Storage & Renovation of Existing	Volusia County School Board Tim Moore 200 North Clara Avenue DeLand, FL (386) 947-8787	6/29/2006	4/17/2007	\$ 690,000.00
Pathways Elementary New 14,000 SF Classroom Addition & Site Drainage Improvements	Volusia County School Board Tim Moore 200 North Clara Avenue DeLand, FL (386) 947-8787	10/17/2006	12/27/2007	\$ 2,700,000.00
Chisholm Elementary New 14,000 SF Classroom Addition	Volusia County School Board Tom Brown 200 North Clara Avenue DeLand, FL (386) 947-8787	6/9/2006	12/21/2007	\$ 2,400,000.00
Williams Properties Construction of 42,000 SF Industrial Park	Williams Properties Terry Williams 1111 Saxon Boulevard Orange City, FL (386) 775-4544	1/1/2007	12/31/2007	\$ 2,210,000.00
Port Orange Gym 24,000 SF Renovation of Gym and Rec Center	City of Port Orange Susan Lovallo 1000 City Center Circle Port Orange, FL 32129 (386) 506-5600	2/22/2007	11/26/2007	\$ 700,000.00
Sailpoint Bay Apartments Multibuilding Renovation / Interior and Exterior	River Associates, Inc. Pat Jenkins 1025 South Beach Street Daytona Beach, FL 32114 (386) 527-3217	4/2/2007	7/14/2008	\$ 3,800,000.00
DeLand Family YMCA 19,000 SF Addition	DeLand Family YMCA Blaine Wheeler 761 E Int'l Speedway Boulevard DeLand, FL (770) 979-2563	12/6/2007	6/4/2009	\$ 3,400,000.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Lakeview Terrace Mobile Home Park 37 Slip Boat Marina with Park Replacement of Sewer Lines Renovation of Office	Lake View Terrace Marja Bural 1250 Lakeview Drive DeLand, FL (727) 938-4513	3/20/2009	4/12/2010	\$ 635,000.00
Windsor / Maley Apartments Fire Suppression Systems for both buildings	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	7/30/2009	4/13/2010	\$ 1,706,000.00
Windsor / Maley Apartments Rehabilitation of 305 low income units	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	1/1/2009	12/31/2009	\$ 1,700,000.00
Renovation of 159 Duplex Apartments in various locations throughout the Daytona Beach Area	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	1/1/2009	12/31/2009	\$ 1,400,000.00
Veterans Memorial Park	City of Port Orange Suzan Lavello 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	11/4/2010	6/10/2011	\$ 121,000.00
Fire Station #46 New addition to occupied living quarters	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	11/19/2010	6/22/2011	\$ 222,000.00
Fire Station #11 Renovation of Occupied Living Quarters	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	11/19/2010	5/18/2011	\$ 215,000.00
Refurbish Flagler Beach Pier Restrooms	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	9/15/2011	11/7/2011	\$ 79,471.40
Miller Office Building Renovation of Historical Building	Miller Diversified Holdings Jean Miller 120 N Alabama Avenue DeLand, FL (386) 956-6672	9/20/2011	3/8/2012	\$ 350,000.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Flagler Avenue Seawall, Boardwalk, Parking Area, Sidewalks & Restroom Improvements	City of New Smyrna Beach Khalid Resheidat 210 Sams Avenue New Smyrna Beach FL 32168 (386) 547-8498	11/1/2011	7/10/2012	\$ 1,029,994.00
Energy Efficiency Upgrades	City of DeLand Robin Zelenak 120 S Florida Avenue DeLand, FL 32720 (386) 626-7196	4/1/2012	7/8/2012	\$ 364,281.00
Esther Street Beachfront Park and Stormwater Improvements	City of New Smyrna Beach 210 Sams Avenue New Smyrna Beach FL 32168 (386) 424-2185	7/16/2012	3/27/2013	\$ 1,051,831.26
Port Orange City Center Ballfields City Center Circle Port Orange, FL 32129	City of Port Orange Suzan Lavello 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	11/6/2012	3/8/2013	\$ 374,615.00
Pine Hills MRI Trailer 5287 Alhambra Dr Orlando FL 32808	Central FL Medical & Chiro Ctr Dr Sean Leotta 5287 Alhambra Drive Orlando FL 32808 (407) 739-0063	2/10/2013	8/12/2013	\$ 65,150.00
City of Deltona SHIP Program Renovation of various homes in Deltona	City of Deltona Angelia Briggs 2345 Providence Boulevard Deltona FL 32725 (386) 878-8102	4/29/2013	Current	\$ 300,000.00
Mary Ave Tot Lot - Restrooms /Pavilion 505 Mary Avenue New Smyrna Beach, FL 32168	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 (386) 424-2185	5/14/2013	7/11/2013	\$ 65,805.00
VCSB - Spruce Creek HS Portable Repairs Taylor Rd Port Orange FL	Volusia County School Board 3750 Olson Dr Daytona Beach FL 32124 386-947-8787	7/8/2013	8/9/2013	\$ 33,593.00
Lake Forest Apts - Balconies & Staircase 600 Jimmy Ann Drive Daytona Beach FL 32114	Lake Forest Acquisition Corp Donna Penny 1004 Farnam Street Suite 400 Omaha NE (386) 253-5710	4/15/2013	5/30/2013	\$ 35,541.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
FAA - Refurbishment of DAB SSC Bldg 1580 Aviation Center Pkwy Daytona Beach FL 32114	Federal Aviation Administration Jacksonville District Office Program Operations Center 9685 Jeff Fuqua Blvd Orlando FL 32827	7/29/2013	9/30/2013	\$ 35,364.00
Stadium Bleacher Renovations 1800 Turnbull Bay Road New Smyrna Beach, FL 32168 New Smyrna Beach Sports Complex	City of New Smyrna Beach Khalid Resheidat 210 Sams Avenue New Smyrna Beach FL 32168 (386) 424-2185	5/4/2013	12/4/2013	\$ 371,737.00
Dove Villas - Kitchen Remodel 1150 Jimmy Ann Dr Daytona Beach FL 32117	UCP/WORC 1100 Jimmy Ann Dr Daytona Beach FL 32117 (386) 274-6474	9/13/2013	2/4/2014	\$ 103,618.00
City of Deltona SHIP & NSP Program	City of Deltona Angelia Briggs 2345 Providence Boulevard Deltona FL 32725 (386) 878-8900	7/1/1905	Current	\$1 Million +
516 Main Street - Interior Interior Renovations Daytona Beach, FL 32117	Mr. John Matts 516 Main Street Daytona Beach, FL 32118 (305) 785-5180	1/8/2014	7/2/14	\$ 176,124.25
Windsor / Maley Elevator Modernization 524 S. Beach Street Daytona Beach, FL 32114	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	4/23/2014	10/6/14	\$ 720,000.00
Debary Hall Roof & Porch Stabiliz. 210 Sunrise Boulevard Debary, FL 32713	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	5/12/2014	10/6/14	\$ 301,981.95
Spruce Creek Rec. Fac. Ballfield Mod 5959 S. Spruce Creek Road Port Orange, FL 32124	City of Port Orange Frank Flagg 1000 City Center Circle Port Orange FL 32129 (386) 547-0582	11/11/2013	5/14/14	\$ 344,410.80
Toronita Off Beach Parking & Restroom Construction 4200 South Atlantic Avenue Port Orange, FL 32117	County of Volusia Gary Morton 123 West Indiana Ave, Room 302 DeLand, FL 32720 (386) 804-9229	12/5/2013	6/4/14	\$ 373,427.30
Camp Winona Kitchen Remodel & New Cabin 898 Camp Winona Road DeLeon Springs, FL 32130	Florida Diabetes Camp Blaine Wheeler 898 Camp Winona Road DeLeon Springs, FL 32130 (770) 979-2563	5/12/2014	12/11/14	\$ 250,000.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Rotary Park Restrooms 902 West Park Avenue Edgewater, FL 32132	City of Edgewater Jack Corder 1108 South Ridgewood Avenue Edgewater, FL 32132 (386) 424-2485	10/13/2014	12/15/14	\$ 81,994.22
Volusia County Courthouse Judges Chamber Renovations 101 North Alabama Avenue DeLand, FL 32724	County of Volusia Pete Musslewhite 123 West Indiana Avenue 4th Floor, Room 402 DeLand, FL 32720 (386) 547-2763	10/16/2014	1/23/15	\$ 54,000.00
Two Men and Truck Site Renovations 370 South Nova Road Daytona Beach, FL 32114	Two Men and a Truck Brad Lehman 370 South Nova Road Daytona Beach, FL 32114 (386) 255-6683	1/8/2015	3/4/15	\$ 82,960.00
Shokudo Restaurant Renovation 413 S. Woodland Boulevard DeLand, FL 32720	Shokudo Restaurant Kieu Nguyen 413 S. Woodland Boulevard DeLand, FL 32720 (386) 898-1553	1/9/2015	4/15/15	\$ 114,648.26
Lloyd/Bridges Home Reno & Addition 291 Hartford Avenue Daytona Beach, FL 32118	David Lloyd & Susan Bridges 291 Hartford Avenue Daytona Beach, FL 32118	4/10/2015	6/29/15	\$ 85,864.80
Port Orange Soccer Fields Richel Drive and City Center Drive Port Orange, FL 32129	City of Port Orange Frank Flagg 1000 City Center Circle Port Orange FL 32129 (386) 547-0582	5/5/2015	8/13/2015	\$ 370,763.00
Wingstop Interior Buildout - Daytona 1344 W Internationla Speedway Blvd Daytona Beach, FL 32114	Almaraz-Lozano Investment LLC Bud Hart 1300 North 10th Street, Ste 440 McAllen, TX 78501 (863) 670-0555	7/7/2015	10/19/2015	\$ 246,723.00
Deltona High School Culinary Lab 100 Wolf Pack Lane Deltona, FL 32725	Volusia County School Board Ken Blom 3750 Olson Drive Daytona Beach FL 32124 (386) 527-6874	6/1/2015	8/18/2015	\$ 95,651.00
Sweet Lie's Yogurt Shop 224 N. Woodland Boulevard DeLand, FL 32720	Barb Sternett 224 N. Woodland Boulevard DeLand, FL 32720	9/28/2015	12/17/2015	\$ 215,802.03
1040 Mason Interior Alterations 1040 Mason Avenue Daytona Beach, FL 32114	Advantacare of Florida, LLC 697 Maitland Avenue, Suite 1001 Altamonte Springs, FL 32701	11/9/2015	11/30/2015	\$ 48,299.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
VR Pediatrics Parking Lot 600 N. New York Avenue DeLand, FL 32720	Virginio Rodriguez III MD 345 Clyde Morris Blvd. Ste 360 Ormond Beach, FL 32174	9/22/2015	10/30/2015	\$ 49,405.00
Leotta-830 Commed MRI & Int. Reno 830 Commed Boulevard Orange, City, FL	Sean Leotta 5287 Alhambra Drive Orlando, FL 32780	10/12/2015	11/25/2015	\$ 120,417.00
Ponce Inlet (5) Bus Stops Ponce Inlet, FL	Town of Ponce Inlet Amy Dowling 4785 S. Peninsula Drive Ponce Inlet, FL 32127 (386) 322-6729	2/14/2016	3/7/2016	\$ 40,500.00
Riverwalk Park Phase 1A 3441 Ridgewood Avenue Port Orange, FL 32129	City of Port Orange Frank Flagg 1000 City Center Circle Port Orange FL 32129 (386) 547-0582	6/15/2015	4/11/2016	\$ 1,027,319.20
Underhill Residence 1776 Lightfoot Lane Barberville, FL 32105	Barberville Pioneer Settlement for the Creative Arts P.O. Box 6 Barberville, FL 32105	11/19/2015	5/3/16	\$ 262,881.00
Port Orange YMCA Phase 3 Reno 4701 City Center Parkway Port Orange, FL 32129	City of Port Orange Frank Flagg 1000 City Center Circle Port Orange FL 32129 (386) 547-0582	2/8/2016	6/13/16	\$ 240,659.25
Deltona City Hall Renovation 2345 Providence Boulevard Deltona, FL 32725	City of Deltona Crystal Harris 2345 Providence Boulevard Deltona, FL 32725 (386) 878-8970	12/18/2015	3/17/16	\$ 162,531.00
Bethune Cookman CCE West Wall 740 West Int'l Speedway Blvd. Daytona Beach, FL 32114	Bethune Cookman University Dustin DePersia 640 Dr Mary McLeod Bethune Blvd Daytona Beach, FL 32114 808-264-7214	4/21/2016	9/4/16	\$ 48,450.27
Bethel AME Church Restoration 210 East Howry Avenue DeLand, FL 32724	Bethel AME Church Carol Thamas 210 East Howry Avenue DeLand, FL 32724 386-804-9196	6/9/2016	9/26/2016	\$ 283,609.42
Florida Fiber Networks Office Remodel 24401 State Road 40 Astor, FL	Florida Fiber Networks 301 South Collins Street, Suite 105 Plant City, FL 33563	9/12/2016	11/11/16	\$ 58,993.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Port Orange Breakroom Renovation 1000 City Center Circle Port Orange, FL 32129	City of Port Orange Frank Flagg 1000 City Center Circle Port Orange FL 32129 (386) 547-0582	9/26/2016	11/23/16	\$ 42,230.00
4th Floor Judges Chamber Renovation 101 North Alabama Avenue DeLand, FL 32724	County of Volusia Pete Musslewhite 123 West Indiana Avenue DeLand, FL 32720 (386) 547-2763	10/31/2016	12/20/16	\$ 66,580.00
DBHA Palmetto Park Exterior Renovations 68 Buildings	Daytona Beach Housing Authority Doug Zimmer 211 Ridgewood Avenue Daytona Beach, FL 32114 386-253-5653 x314	5/16/2016	1/6/17	\$ 849,879.68
St. George Coptic Church Parking 300 North Halifax Avenue Daytona Beach, FL 32118	St. George Coptic Church 300 North Halifax Avenue Daytona Beach, FL 32118	6/15/2016	4/12/17	\$ 151,338.00
Panton Private Residence Addition 403 Kingsbury Boulevard DeLand, FL 32720	Palmer & Joette Panton 403 Kingsbury Boulevard DeLand, FL 32720	6/1/2016	5/20/17	\$ 174,000.00
City Island Courthouse Storefront Replacement 125 East Orange Avenue Daytona Beach, FL 32114	County of Volusia Pete Musslewhite 123 West Indiana Avenue DeLand, FL 32720 (386) 547-2763	8/15/2016	5/18/17	\$ 46,224.00
Whitmer Residence Addition 28 Forestview Way Ormond Beach, FL 32174	Stephen and Leslie Whitmer 28 Forestview Way Ormond Beach, FL 32174	11/21/2016	5/14/2017	\$ 168,720.00
Harper Room Addition 5 Barcelona Trail Ormond Beach, FL 32174	Bill and Peg Harper 5 Barcelona Trail Ormond Beach, FL 32174	3/30/2017	7/17/17	\$ 55,440.00
Pine Ridge High School Media Center Retrofit 926 Howland Boulevard Deltona, FL 32738	Volusia County School Board 3750 Olsen Drive Daytona Beach, FL 32124	6/1/2017	6/26/17	\$ 29,400.00
Webster Residence Renovations 21 North Halifax Avenue Daytona Beach, FL 32118	Daniel & Jennifer Webster 21 North Halifax Avenue Daytona Beach, FL 32118	5/24/2017	10/24/17	\$ 50,580.00
Mill Lake Park Phase 2 207 East Blue Springs Avenue Orange City, FL 32763	City of Orange City 205 East Graves Avenue Orange City, FL 32763	7/5/2017	Current	\$ 999,519.37

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Azalea Health - Daytona Beach Additions and Renovations 1425 & 1455 Dunn Avenue Daytona Beach, FL 32114	Azalea Health Center 613 St. Johns Avenue Palatka, FL 32177	7/31/2017	Current	\$ 573,469.76
Graham Residence Hurricane Irma Storm Repairs 407 Riverside Drive Holly Hill, FL 32117	Leslie and Aaron Graham 407 Riverside Drive Holly Hill, FL 32117	10/27/2017	Current	\$ 135,477.31
New Smyrna Beach Health Department Renovation 717 Canal Street New Smyrna Beach, FL 32168	County of Volusia 123 W Indiana Avenue 4th Floor, Room 402 DeLand, FL 32720-4263	To Start	Current	\$ 17,540.00

A.G. PIFER CONSTRUCTION CO. INC.

Mr. Anthony Gregg Pifer

President

A.G. Pifer Construction Co. Inc. was established as a Corporation in December of 1989, with a workforce consisting of one laborer and A. Gregg Pifer as President / Owner and has grown to a competitively sized construction company with sixteen employees and annual gross sales averaging \$7 to \$8 million dollars.

In May of 1988, Mr. Pifer started the company with a Superintendents weekly pay check of \$360.00 and a lot of prayer.

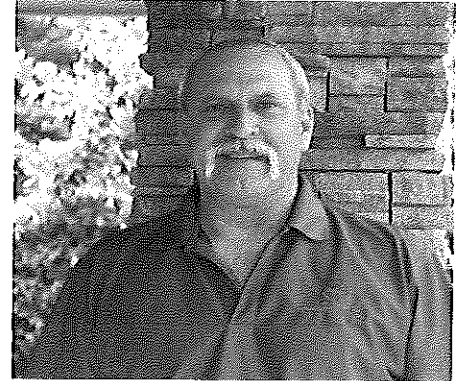
Mr. Pifer's construction career started in 1972, when a friend's father hired him to move drywall to the second floor of his office building in Pittsburgh, PA. He noticed the framing carpenters building walls and decided it would be a great thing to learn more about. He obtained guidance of one of the finest carpenters he had ever met, even to this day. During the last two years of high school, he entered a trade school called Parkway West Technical School, where he received his technical training regarding construction mechanics. While in technical college, he was put in charge of constructing a four story classroom building to be used for future students in the facility. This building is still used on campus today.

In 1981 Equity Realty Inc. hired Mr. Pifer over the phone. Their primary business was condominium conversions. After two weeks of employment, he was promoted to head carpenter, overseeing a 270-unit complex in Altamonte Springs. In the following five months, he was again promoted to head Supervisor in charge of multiple million dollar projects, at twenty-one years of age. At eleven months, he was transferred to Daytona Beach to oversee a project, which the budget was about to be exhausted and completion was not in site. Mr. Pifer successfully completed the project within the anticipated budget.

He then accepted a position with the local carpenters Union and worked at Epcot Center for seven months. During these months, he excelled in his knowledge of custom construction methods and other trades related to construction. After a few years of constructing high-rise buildings, low-rise buildings and other types of buildings, Mr. Pifer accepted a position with Hall Construction.

Mr. Jim Hall sent Mr. Pifer to construction licensing courses to prepare him for the state certified contractors' exam. In May of 1987, Mr. Pifer passed the Contractors exam and notified Hall Construction Co. Inc. that he would be leaving, with a two year notice, to venture out on his own.

Anthony Gregg Pifer started A.G. Pifer Construction Co. Inc. in December of 1989. In the years to come, the firm experienced well controlled growth. This growth included small and large scale projects. No project was unmanaged by Mr. Pifer. The reputation of the company grew and to this day, its clients still continue to call back for additional projects.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124

Ph: (386) 257-4448

Fx: (386) 257-5503

E-mail: agpcon@bellsouth.net

Experience

46 Years Experience in Construction

Tenure with AGP

28 Years with A.G.P.

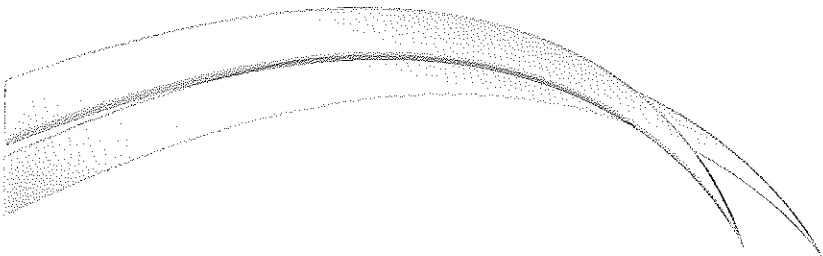
Qualifications

State of Florida Certified General
Contractor CGC040437

Jessica Lungford Certified
LEED Certified

Primary Role

President
Chief Project Manager
Chief Project Coordinator
Chief Executive Operator
Chief Financial Executive



A.G. PIFER CONSTRUCTION CO. INC.

Mr. William DeMattia

Project Manager / Estimator

Mr. William DeMattia was hired by Mr. Pifer in October of 2005, at the young age of 21 years old. Eager to learn the construction field, Mr. DeMattia quickly found a place with the A.G. Pifer Construction crew and began developing his vast knowledge of construction.

Throughout his employment with A.G. Pifer Construction Co. Inc., Mr. DeMattia was given the opportunity to manage jobs and repeatedly proved to Mr. Pifer that he had what it took to become a successful Superintendent.

In 2013, Mr. Pifer decided to test Mr. DeMattia and gave him his first Supervision project, Mary Avenue TOT Lot and Restrooms located at 505 Mary Avenue, New Smyrna Beach, FL 32168. He effectively completed the job on time and without complications, proving to Mr. Pifer that he was a viable asset to the A.G. Pifer construction family.

In 2014, Mr. DeMattia was asked to join the Office team of A.G. Pifer Construction Co. Inc. as Assistant Project Manager to Mr. Pifer. He has used his vast knowledge in the field to help Mr. Pifer time manage project and deal with any problems that have arrived in an effective and knowledgeable manor.

In 2015, Mr. DeMattia was promoted from Assistant Project Manager to Project Manager / Estimator after providing outstanding management skills and the ability to provide quality estimating services to our clients.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

13 Years Experience in Construction

Tenure with AGP

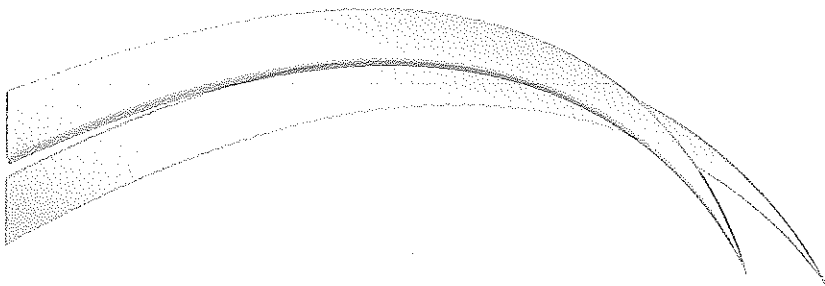
13 Years with A.G.P.

Qualifications

Notary Public, FF130633

Primary Role

Project Manager
Estimator
Superintendent
Site Coordinator
Client Contact



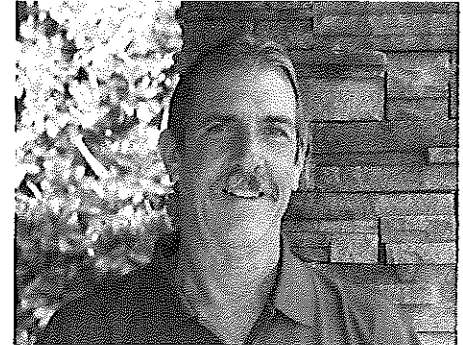
A.G. PIFER CONSTRUCTION CO. INC.

Mr. John Griswold

Senior Superintendent

Mr. John Griswold was hired by A.G. Pifer Construction Co. Inc. in April of 2004 as a Project Superintendent with 42 Years construction experience. During his employment with A.G. Pifer Construction, Mr. Griswold has constructed over 30 MRI suites, as well as many other successful construction projects, including Toronita Off-Beach Parking & Restrooms in Port Orange, FL for Volusia County and Stadium Bleacher Renovations in New Smyrna Beach, FL for the City of New Smyrna Beach.

Mr. Griswold is known for his effective project supervision and delivering a project ahead of schedule or on time. His problem solving skills allow the job site to maintain an effective work flow and progress. Employees that work under Mr. Griswold will adhere to all OSHA and Drug Free Workplace requirements, as well as job safety to ensure the most reduced Workman's Compensation injuries.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

55 Years Experience in Construction

Tenure with AGP

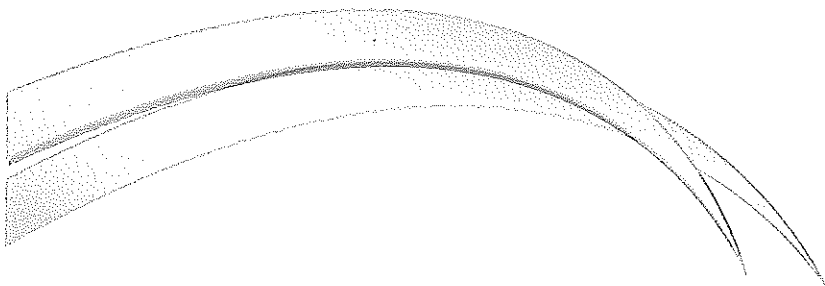
14 Years with A.G.P.

Qualifications

Lead Certified
Jessica Lungford Certified

Primary Role

Senior Superintendent



A.G. PIFER CONSTRUCTION CO. INC.

Mrs. Sheri Scarsella

Office Manager / Project Coordinator

Mrs. Sheri Scarsella was born into a construction home in upstate New York, her father is the Owner of a successful, 40 years old, Remodeling business and her brother is a licensed Architect in the State of New York, as well as Florida.

In 2003, Mrs. Scarsella was hired by a local Architecture firm as Receptionist / Office Manager in training. Her career, as well as that firm, blossomed into a success and Mrs. Scarsella gained a vast knowledge of the construction field as well as business management, including the permitting process, construction management and management of the various aspects of construction. She also proved to be effective in office management with her extensive problem solving skills. In her six years with that firm, Mrs. Scarsella developed very close relationships with various subcontractors and contractors in the Volusia County area, as well as relationships with clients which she has carried with her. She mastered many programs, including Quickbooks accounting, Excel, Word, Outlook and other office management software.

Mrs. Scarsella then decided to branch her career out and was hired by Mr. Pifer to become Office Manager of A.G. Pifer Construction Co. Inc. in October of 2009. In working with A.G. Pifer Construction, Mrs. Scarsella gained a different aspect into the construction field. She successfully manages the office and business under Mr. Pifer. Her effective communication skills, as well as time management and organization skills have made project management easily understood and effective in A.G. Pifer Construction Co. Inc.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

18 Years Experience in Construction

Tenure with AGP

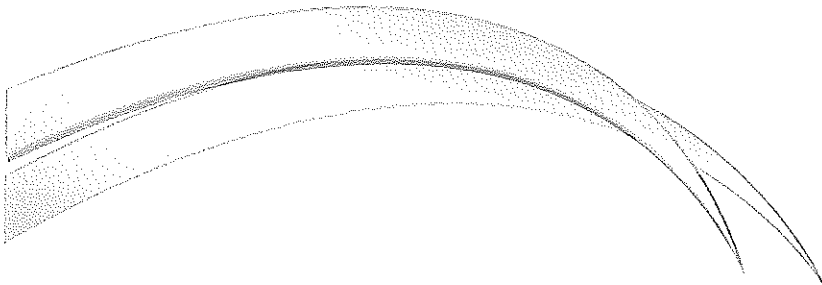
8 Years with A.G.P.

Qualifications

Notary Public, GG033236

Primary Role

Project Coordinator
Office Manager



FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: Williamson Dacar and Associates
Contact Person: David Dacar
City, State: New Smyrna Beach, FL
Telephone Number: (386) 428-3148
Email Address: williamsondacar@cfl.rr.com
Description of goods or
Services provided: Replacement of roof and misc. exterior repairs @ Silver Sands Condo
Contract Amount: \$280,000.00
Start/End Date of Contract: April 2018 - August 2018
2. Company Name: The City of New Smyrna Beach
Contact Person: Michelle Vallance
City, State: New Smyrna Beach, FL
Telephone Number: (386) 410-2613
Email Address: mvallance@cityofnsb.com
Description of goods or
Services provided: Various project with NSB over the years, current - construction of Live Oak Cultural Center
Contract Amount: \$2.1 Million
Start/End Date of Contract: February 2018 - December 2018
3. Company Name: Southern States Management Group, Inc.
Contact Person: Lisa Campbell / Charlie Diemer
City, State: Daytona Beach, FL
Telephone Number: Lisa (386) 756-3032 Charlie (239) 357-6249
Email Address: lcampbell@ssmgroupinc.com corvettecharlie2000@yahoo.com
Description of goods or
Services provided: Siding replacement and exterior repair of (10) condo units
Contract Amount: \$112,000.00
Start/End Date of Contract: December 2017 - Current

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: Colson Corporation, Inc.

Description of Work: Framing

Percent of Contract Price: 2%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: R&R Industries, Inc.

Description of Work: Roof

Percent of Contract Price: 67%

Previous Experience Together: Yes/No Yes

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): 18-17

BUSINESS NAME: A.G. Pifer Construction Co. Inc.

CONTACT PERSON/TITLE: Anthony Gregg Pifer, President

MAILING ADDRESS: 3629 Old Deland Road

CITY-STATE-ZIP: Daytona Beach, FL 32124

Length of Time at Address Provided: 29 Years

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

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

FEIN (Federal Employer Identification Number): 59-2986219

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

PHONE NUMBER: (386) 257-4448 FAX: (386) 257-5503

EMAIL: agpcon@bellsouth.net

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

ATTESTATION – I understand that:

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

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

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Sheri Scarsella

SIGNATURE OF NOTARY PUBLIC

THIS 3rd DAY OF May, 20 18

My Commission Expires 01/21/2021

[Signature]

SIGNATURE OF AFFIANT

5/3/18

DATE

Anthony Gregg Pifer, President

PRINTED NAME OF AFFIANT / TITLE

A.G. Pifer Construction Co. Inc.

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 18-17 SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT

ITB # 18-17

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:

A.G. Pifer Construction Co. Inc.

CONTACT PERSON:

Anthony Gregg Pifer

EMAIL ADDRESS:

agpcon@bellsouth.net

AUTHORIZED SIGNATURE:

ITEM	QTY	DESCRIPTION	PRICE	EXTENDED PRICE
1	LS	REPLACE ROOF AT THE ADMINISTRATION BUILDING PER SPECIFICATIONS.	\$ 137,812.50	\$ 137,812.50
3	LS	REPLACE ROOF AT THE GARAGE AREA PER SPECIFICATIONS.	\$ 246,062.50	\$ 246,062.50
4	\$3,000.00 ALLOWANCE TO REMOVE AND REPLACE DAMAGED INSULATION UNDER THE NEW ROOF PANELS AT THE ADMINISTRATION BUILDING.			\$ 3,000.00
TOTAL BASE BID				\$ 386,875.00
ALTERNATE NO 1. ADDITION OF EIGHT (8) SKYLIGHTS PER SPECIFICATIONS.				\$ 18,000.00
Shall warranty the above roofing for				Watertight Warranty

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that A.G. Pifer Construction Co., Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3629 Old Deland Rd. Daytona Beach, FL 32124 Tel.: 386-257-4448, (hereinafter called "PRINCIPAL"), and Westfield Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at PO Box 5001 Westfield Center, OH 44251, Tel.: 330-887-0101 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of the Proposed Bid dollars and (00)/100 (\$ ---5%---), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated May 3rd, 2018, for:

Project Name / Bid No.: 18-17

Project Address: 1000 City Center Circle
Port Orange, Florida 32129

Legal Description: See Attached

Description of Work: Port Orange Public Works Admin. Building and Auto Garage
Roof Replacement

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 3rd day of May, A.D. 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: A.C. Pifer Construction Co., Inc.

Signature
Anthony Gregg Pifer, President
Corporate Officer & Title

ATTEST:

Signature
Anthony Gregg Pifer, President/Secretary
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Don Bramlage
Mr. DA

SURETY: Westfield Insurance Company

Don Bramlage
Attorney-In-Fact (signature) Don Bramlage
Attorney In Fact & Florida Resident Agent
Name & Title
Don Bramlage
Name of Local Resident Agent
Sanford, FL 32771
City, State, Zip
407-330-3990
Telephone:
A.M. Best No.: 002382 NAIC No.: 24112

ATTEST:

See Attached Power Of Attorney
Signature
Corporate Secretary (Affix Corporate Seal)

STATE OF Florida

COUNTY OF Seminole

Before me this day personally appeared Don Bramlage (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Westfield Insurance Company (corporate surety) and that this person has been authorized by Westfield Insurance Company (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Don Bramlage
Signature of Affiant Don Bramlage

Sworn to / Affirmed and subscribed before me this 3rd day of May, 2018, by Don Bramlage, who is personally known to me or who produced N/A as identification.



Brian S. Turner
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG048408
Expires 1/8/2021

NOTARY PUBLIC -- STATE OF

Type or print name: Brian S. Turner

Commission No.: GG 048408

Commission Expires: January 8, 2021

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

POWER NO. 0994592 00
General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY, of SANFORD and State of FL their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 16th day of October, A.D., 2017.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Dennis P. Baus,
National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 16th day of October, A.D., 2017, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By: 
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

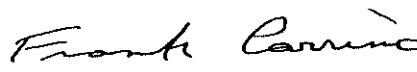
CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 3rd day of May, A.D., 2018.

BPOAC (0.



By: 
Frank Carrino, Secretary



NOTICE OF REJECT ALL BID PROPOSALS

ITB #18-17

PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT

May 16, 2018

On May 3, 2018 Purchasing received three (3) proposals for ITB #18-17 Public Works Administration Building and Automotive Garage Roof Replacement. After review of the solicitation responses, City staff has decided to reject all bid proposals due to the fact that all proposals considerably exceeded the department's budget. The decision to reject all bid proposals will be presented to City Council on June 5, 2018.

David Battaglia
Purchasing Agent



Port Orange Public Works Facilities — ITB # 18-17

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Bid Submittal Documents ITB # 18-17



Letter of Transmittal:

Southern Coatings, Inc. 2241 N.E. 2nd Street Pompano Beach, Fl. 33069

Southern Coatings, Inc. was established in 1978 to provide the upmost quality and detail orientated roofing services available in the State of Florida. Unlike other companies that offer a wide variety of services, SCI deals strictly with your roofing needs. Remember all roofing contractors are not alike. SCI are roofing specialists so you can trust that you are in good hands when SCI is taking care of your facilities.

Our teams of highly credentialed roofing installers are among the best in the business. Our expert staff is readily available to answer any questions that you may have before, during and after the job is complete. We provide the highest quality materials, installed by the best craftsmen in the industry, all backed by some of the best labor and material warranties in the contract roofing industry.

Southern Coatings 39 years of experience in the roofing industry has developed and outstanding experienced work force. From general labors, supervision, project managers, safety coordinator, purchasing director and service managers

SCI stands behind our roofs, (truly stand behind them). *Southern Coating's, 5 Star Values are, Continual Improvement, Safety, Accountability, Teamwork, and Respect.* Our goal is to go above and beyond and exceed customer expectations for each re-roofing project every time. We understand the scope of services required, the contract objectives and the challenges that may be encountered. SCI fully understands how important the start and ending dates are for the roofing services . School Board.

SCI is fully licensed and insured and is financially and bonding capacity is listed inside the bid submittal package. We have a strong list of references and certifications. Southern Coatings was just featured in The Roofing Contractor Magazine in May 2017. As Dr. Demming said, "do it right the first time and there will be no ricochet effect in cost for the customer and your company".

Recently SCI has expanded its operation overseas. SCI was awarded a major roofing job in Guantanamo Bay, Cuba for the US Navy. SCI 'S reputation and the ability to supply a secure work force was a key factor in the decision to award Southern Coatings, Inc. this high security roofing project.

SCI participates in many community fundraisers and sporting events. We have an impressive list of testimonials and references upon request. Our focus is on quality, safety, and service.

We appreciate the opportunity in presenting this roofing proposal.

Sincerely,

Scott Biederman

Scott Biederman,

President & CEO

Roofing Services For Port Orange Public Works Facility ITB # 18-17

Corporate History & Experience of Firm

Southern Coatings, Inc. has been providing roofing solutions in Florida for 40 years. SCI is one of Broward Counties oldest roofing companies; founded by Shervin Biederman in 1978, incorporated in the state of Florida in 1982, and family owned and operated for nearly forty years. Scott Biederman is currently the sole owner of the business and continues to operate SCI with several family members.

Southern Coatings, Inc. was the first contractor in South Florida to implement SPF (Spray Poly Urethane) as a roofing system in the early 80's and continues to be the lead installer in our area today. In addition, SCI can handle all roofing needs for all systems. We are certified applicators for the top material suppliers such as Bayer Material Science (Covestro), GAF, Polyglass, NCI group, BASF, IKO and Fibertite to name a few.

SCI is a proud member of the NRCA (National Roofing Contractors of America), the SPFA (Spray Foam Alliance), BOMA (Building Owners and Managers Association) and the BBB. In addition, we are verified with a favorable rating through Dunn and Bradstreet #08-165-9773.

SCI, has been structured for growth. We are continually expanding our horizons both in services provided and customers serviced. Our corporate philosophy dictates **slow continual improvement** which allows us to provide the highest quality service to our clients.

Some Of Southern Coatings, Inc. Satisfied Customers & Raving Fans



Lauderdale West HOA



Park Tower Condominium



Waterstone Resort

Southern Coatings, Inc. provides quality service at an affordable cost. SCI is locally owned and operated, which means you benefit from the personal interest and daily involvement of the owners. **WE CARE!**

Overall Capabilities

Southern Coatings, Inc. possesses the following capabilities which allow it to provide the quality service you need.

- ◆ Financial Recourses
- ◆ Administrative Skills
- ◆ People Skills
- ◆ Technical Skills

Southern Coatings, Inc.
Is a Quality Driven Company Dedicated to
Continuous Improvement

Financial Recourses

Southern Coatings, Inc. is fully funded, which will allow it to purchase any required equipment and cover all payrolls and related costs necessary to accomplish the services required.

Administrative Skills

Southern Coatings, Inc. management team has in place experienced administrative support in its Pompano Beach Headquarters. Our computer and network system and software application enables us to manage each and every job from budgets to payroll deadlines.

From the President, Executive Managers and Project Managers to our most important employee-our roofing technician. We understand **that Safety is First and Quality is Second to our Safety**. SCI management and supervision are the "Attitude Formers" for our company. Our corporate philosophy is to conform to the specifications and the scope of work to be done as requested. Southern Coatings, Inc. will communicate with the customer to ensure that we are meeting his/her needs.



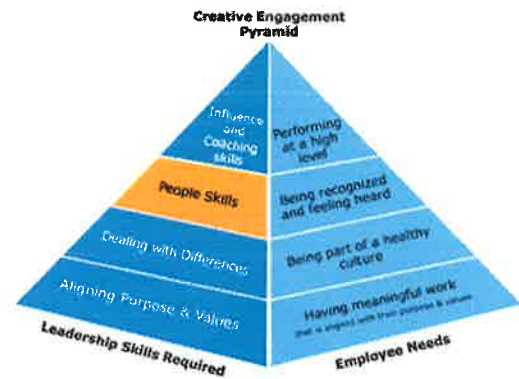
Southern Coatings, Inc. can be reached 24/7. All of our managers have company e-mail accounts and cell phones., which are available to our customers in order to meet their needs. Our Administrative is available to cater to our clients needs. WE understand how important it is to communicate with our customers and we appreciate hearing from you.

People Skills

- ◆ Orientation
- ◆ Client Communication Training
- ◆ On Job Training
- ◆ Advanced Training/ Formal Classes
- ◆ On Going Safety Programs For All Employees
- ◆ New Equipment and Supply Demonstrations

Our Recognition Programs Include the Following

- ◆ Weekly Recognition for Customer Focus
- ◆ Employee of the Year For Each Division
- ◆ Employee of the Year Company Wide
- ◆ Recognition of Administrative Staff
- ◆ Christmas Bonus Program for Longevity of Service



Technical Skills

SCI technical skills cover the full spectrum of roofing services, types of roofs and our full service maintenance program. Our staff includes personnel who are trained and experienced in all facets of the roofing industry. We utilize collective knowledge of numerous professional organizations in keeping abreast of advancements in equipment and product developments in the roofing industry. These steps are taken to ensure that you receive the finest service available.

Southern Coatings, Inc. will offer:

More Experience

Southern Coatings, Inc. was founded in 1978 almost 4 decades. Scott Biederman President & CEO Grew up in the roofing industry with his father. Scott is second to none when it comes all types of roofing systems. He gives each customer personalized attention.

More Systems

SCI will survey your roofing needs and can tell you what the best system available for your facility is. Quality is the driving force behind Southern Coatings and providing the customer with different options to match your budget concerns.



More Training

SCI is committed to having the highest training programs available for all employees. Through ongoing training, we help our employees improve their communication, facilitation and decision-making skills, which helps improve their job performances, advance their careers and improve company's overall performance.

More Commitment

Southern Coatings continues to be a customer driven organization. Our customers' needs are our top priority. We strive to provide the highest quality and personal service possible at a cost effective price. We are creative and proactive in our efforts to exceed our customers' expectations. We listen and we respond. We are a principal-centered company built on hard work, honesty, loyalty and fairness. When you hire SCI you partner with an entire organization that's committed to you.

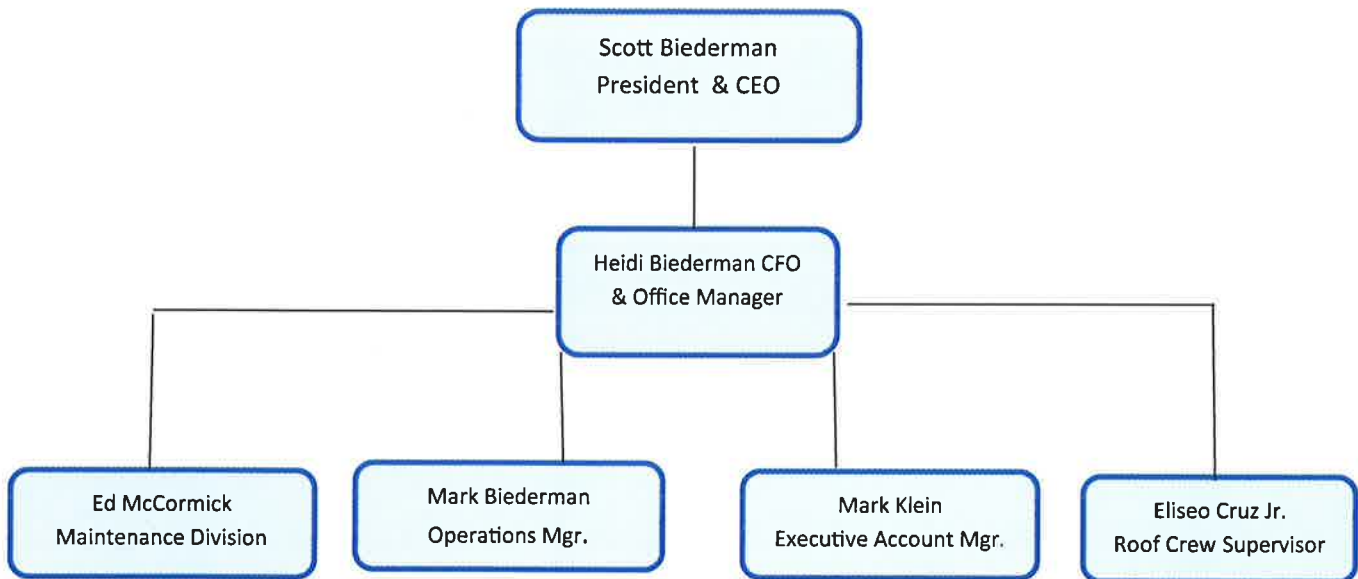


Key Management Corporate Staffing

Southern Coatings, Inc. Organizational and Management Staff

The following section outlines SCI, organization and Management plan. Our management chart reflects the fact that SCI is managed by line organization. The President Scott Biederman, heads the company and delegates responsibilities to various managers .

Southern Coatings, Inc. is headquartered in Pompano Beach, Florida. SCI has been providing roofing solutions in Florida for 38 years. SCI is one of Broward Counties oldest contract roofing companies. SCI was founded by Shervin Biederman in 1978 and incorporated in the state of Florida in 1982. SCI is family owned and operated for nearly forty years. Scott Biederman is currently the sole owner of the business and continues to operate SCI with a continuous improvement philosophy and dedication to our customers. At SCI, our goal is to meet and exceed our customers' expectations.





Key Management Corporate Staffing

Scott Biederman - President and CEO of Southern Coatings, Inc. (SCI)

As a teen, he would visit his father's job sites after school to help clean the grounds and hand out flyers, that is when he sold his first job; he has been roofing and selling for over thirty years. Scott focuses on lasting relationships with his customers; as a result, a majority of his work is from referrals. Scott and SCI has been recognized by several National Roofing Contractors magazines. His 30 plus years of experience in the Contract Roofing Industry sets him and Southern Coatings, Inc. apart from other Commercial Roofing Contractors. His motto is to meet and exceed customer expectations, "that is the definition of quality. Scott is deeply rooted in his faith, a private pilot and holds a State Roofing Contractor's License #CCC 1330390.

Heidi Biederman – CFO and Office Manager Heidi earned her Bachelor's Degree in Hospitality Management from Florida International University (FIU). For over 7 years Heidi's solid background in Property and Construction Management has been a key to the growth for Southern Coatings, Inc. Heidi is quality and customer service driven, her dedication is for implementing continual improvement for SCI and bringing hospitality to the roofing industry.

Mark Klein – Executive Account Manager

Mark Klein is the Executive Account Manager for Southern Coatings, Inc. Mark is a new member of the SCI Team. He has lived in the South Florida area since 1960. Mark graduated from Broward Community College in 1974 and was selected first team NJCAA All American. He signed a professional baseball contract with the Philadelphia Phillies and also played for the St. Louis Cardinals. He finished his baseball career in 1980. Mark is highly involved with many community functions and at one time owned one of the finest Summer Baseball Camps in Florida.

Mark moved into the Advertising Field and worked for such clients as IBM, Coca Cola, Johnson & Johnson, Ford Motor Company, Sandals Resorts, Toyota Motors, General Mills, AT&T, Rolex, Delta Airlines, General Electric, Bertram Corporation, Moet Chandon, The Bahamas Ministry of Tourism and Anheuser Busch Co.

Mark was the Sr. Vice President of Sunshine Cleaning Systems, Inc. for 28 years. He grew annual sales from 3 million to 28 million dollars annually, making Sunshine one of the largest privately held custodial contractors in Florida. He has developed a solid account base over the years from Miami to Orlando. For Southern Coatings, Inc. Mark will be involved with marketing & sales. He will be the representative for Southern Coatings, Inc. for, BOMA, Trade Shows and other roofing association functions. Mark understands the needs and concerns of our clients and how to provide quality services at reasonable prices.

Mark is a past member of the Board of Directors for the BSCAI. He served as Chairman of The Board for the Government Affairs Committee for BSCAI for 5 years. Mark is currently the Chairman of the Living Wage Board for Broward County. He was appointed by Commissioner Nan Ritch; he will be serving his 8th consecutive year for the Board of County Commissioners. Since the tragedy of September 11, 2001, Mark co-developed and wrote the **Employee Security Awareness Program** also known as **E.S.A.P.** Mark has traveled to Washington, D.C. to speak with top National Security Figures. He has been invited to speak on issues of facilities security and awareness from a contractor's perspective. At the 2015 B.S.C.A. International Convention in Las Vegas, Nevada.



The Employee Security Awareness Program. (E.S.A.P.) was recognized by Rear Admiral James Plehal of The Department of Homeland Security for the E.S.A.P program as a world class model for facilities security.

Note: Rear Adm. Plehal has served as deputy director of the FBI's National Infrastructure Protection Center where he will continue. The center is charged with protecting the United States' critical infrastructure.

Mark Biederman – Operations Manager

Mark is the Purchasing Manager/Operations Support for Southern Coatings Inc. He has lived in South Florida about 30 years. Mark graduated from Palm Beach State College in 2015 with an Associate of Science, Accounting Technology. Mark has 8 years of experience with working with financials and 8 years with roofing.

Mark manages the A/R, A/P, billing and collections along with general office/clerical duties. He creates invoices, estimates, processes credit cards, posts to accounts, and generates payments. Mark supports the sales team in multiple areas of bid proposals. He consults with internal and external partners to ensure job commencements are accurate and smooth with quality work.

Natasha Ponce – Administrative Assistant

Natasha graduated from American Continental University in 2010 with her Bachelor's Degree in Interior design. She is currently perusing her Master's in Construction Management at Florida International University. Prior to working at Southern Coatings, Inc., Natasha worked 2 years as a project coordinator for the general contractor Atlantic Icon, Corp. who specialized in federal and commercial contracts. As a project coordinator, she obtained her 30-Hour OSHA certification along with her Construction Quality Control Management for Contractors (CQM-C) certificate.

Ed McCormick - Supervisor Maintenance Department

Ed is extremely organized and customer service driven. He works closely with owners, property managers, and engineers to achieve a high level of communication and coordination with other vendors throughout the project. Ed has over 30 years of experience at a supervisory level as well as the practical experience.

Elesio Cruz Jr.- Supervisor Roofing Department

Eisio is a second generation roofer who worked closely with his father's roofing business at an early age. He is well rounded with knowledge of installation of many systems and a natural leader. He has a clear understanding of the roofing codes and works well with the local municipalities during the inspection process. He has installation training certification through GAF and holds an OSHA 30 hour supervisor certificate.

Key Management and Supervision

Southern Coatings, Inc. has served the residential and commercial roofing industries for almost four decades. We at SCI, take pride in our high level of customer service, attention to detail and accountability, not only in our workmanship, but also in our selection of nothing less than the best products available in the industry for your project. Our highly educated and qualified management team chooses the best solution for your individualized situation. By continuing education, training, and certification on programs ensure that our staff and crews stay current with the latest materials, technologies and safety procedures the industry has to offer. All projects are highly monitored for safety compliance not only to ensure the safety of our crews, but also the safety of our clients and their property. Listed below will be the management oversight team for this project.



Project Management and Oversight

Scott Biederman 30 Yrs.

Eliseo Cruz Jr. 6 Yrs.

Ed Mc Cormack 29 Yrs.

Mark Biederman 3 Yrs.

Vanessa Cruz 3 yrs.



INTERNATIONAL
ROOFING
EXPO 2017

The Premier Magazine for Commercial and Residential Roofing & Insulation

ROOFING CONTRACTOR

MAY 2017

roofingcontractors.com



WESTERN Roofing EXPO
ExpoParis Las Vegas

Offshore Roofing



After Nearly 40 Years in Business, Southern Coatings Inc. Remains One of the Leading SPF applicators in South Florida's Robust Roofing Market Scott Biederman knew at a young age that roofing was for him.

Roofing Services For Port Orange Public Works Facility ITB # 18-17

Confidential and Proprietary Information Of Southern Coatings, Inc.



"I started roofing and selling at 15, and have been doing it ever since," the owner of Southern Coatings Inc. (SCI) said. "I would visit the jobsites after school and clean the grounds to help my father and drop off flyers around the neighborhood. That's when I sold my first job." Shervin Biederman, his father, established SCI in 1978 in Broward County, Fla., and carved out a specific niche that's proven to have staying power nearly 40 years later.

Always innovating, Shervin was one of a few at the time to take a chance on urethane foam as a roofing system in south Florida and turned out to be right. Spray foam is a proven system that's specified on many commercial projects, and is a growing business model for established roofing firms as well as the next generation of roofing contractors emerging in Florida. It laid the groundwork for a successful roofing enterprise that the younger Biederman has grown to include services from other markets including metal, shingles, tile, BUR and more.

He took control of the company in 2013 and continues the family-business spirit of innovation, commitment to high-quality work and willingness to roof anywhere at any time philosophy that he learned from his mentor.

Biederman said he vividly remembers one of the company's first large jobs that took workers and his entire family off the American mainland. The project was reroofing the Frenchman's Reef in St. Thomas Virgin Islands. The large, popular beachfront resort overlooks the famous Charlotte Amalie Harbor, and due to the island's heavy reliance on tourism year-round, the project came with an aggressive production schedule. Biederman packed his family up for several months and reroofed the hotel in 1981. The job turned out to be a milestone project and allowed the company to purchase much-needed new equipment and invest in other areas.

"It gave our family a good start," the younger Biederman reflected.

Now the company has roughly 40 employees setup in different divisions: a roofing division that covers all installations of commercial and residential projects; a maintenance division that handles repairs, annual maintenance, and urethane foam re-coats; and a separate urethane foam division for new installations.

Though hit hard financially by the Great Recession from 2008-11, SCI survived the drought due to its diversity and resiliency, said Heidi Biederman, Scott's wife of 22 years. She formally joined the business in 2010 and quickly put her hospitality management degree and keen attention to detail to work. Her first task was reaching out to every client in their decades-old database and offering free roof inspections as a way to touch base and generate leads. As a result, the company now offers a comprehensive line of roofing services from installing all roofing systems to providing annual maintenance programs, repairs, and necessary re-coats.

Eye on Safety, Education

The company's evolution is a testament to lessons learned over nearly four decades of service. Some that were learned the hard way. Biederman said that roughly 20 years ago, SCI was hit with several serious job-related injuries, marking what he described as among the worst business experiences of his career.



He responded with a renewed emphasis on safety and took a closer look at all company protocols to make improvements. SCI now has a written safety plan and each crew member is required to pass the OSHA 10 course and complete several safety videos during orientation prior to working in the field. Every supervisor must pass OSHA 30 to stay on the jobsite. A full-time safety supervisor conducts bilingual weekly safety meetings, as well as daily spot-checks on all jobs.

Biederman said all crew members are outfitted with personal protective equipment (PPE) and are required to use the appropriate PPE for each job. As a backup, the company's workers' compensation Insurance carrier performs quarterly spot-checks at the company's request. Incentivizing compliance and performance is key, he said.

"All feedback is shared during the weekly meetings where crew members and foreman are recognized for exceptional organization, cleanliness, and safety," he explained. It's not uncommon for gift cards to be awarded for crews to have lunch together, and the company often posts crew photos on the wall at headquarters, on the company website and its Facebook page with honors.

The reward system is used to enhance quality as well as safety. Quality control inspections occur during each project, and company officials recognize foreman and crew for exemplary performance. Third-party inspections on commercial work are often required for manufacturer warranties where only a 10-score out of 10 is acceptable.

Continued training including, but not limited to safety, occurs through supplier training courses and certification programs. Suppliers, on occasion, will conduct classroom-style instructional courses in addition to hands-on mock demonstrations where each crewmember participates. Biederman said the spray foam division takes digital courses every two years, and that crew members participate in supplier certification courses and receive handbooks distributed by the National Roofing Contractors Association.

"We create a good working atmosphere by organization and training," Biederman said.

"We take our time during the hiring process to try to handpick those who are seeking a roofing career and not just a job."

Turnover is relatively low, he said, and loyalty is often rewarded as the company regularly looks to promote from within. Employees are encouraged to seek higher levels of education and can even receive company financial assistance. A 401k program with a company match is also in place.

Loyalty is also rewarded externally. Biederman said there's also an office policy that basically encourages catering to customers and delivering anything they need in a timely fashion, and in a friendly and professional manner. It's essential to also establish one point of contact with the customer to limit confusion.

"We believe giving the customer value for their money of course, by installing proper workmanship and keeping our word," Heidi explained. "We are willing to go above and beyond for our customers."

That helps build strong relationships — some stretching longer than three decades — and establish a healthy reputation that generates leads.

Biederman said the company invests in traditional yard signs and banners on active jobsites, but doesn't focus much on advertising in what's historically considered a saturated roofing market. Other than that, Biederman said 99 percent of SCI's business comes from word-of-mouth marketing and networking with builders and property owners.

The Cuba Job

That networking effort recently paid dividends with another milestone project — completing a rooftop on the oldest overseas U.S. Naval base at Guantanamo Bay, Cuba.



Guantanamo is a self-contained destination with a secure perimeter marked with electrical fences and armed guards. It's about nine miles long along the southern coastline on Cuba's east end.

Biederman earned the job after meeting with the general contractor, Jacksonville-based Ratcliff Construction, Inc. The mission was to reroof the nearly-century old Bayview Club, which served as the officer's club and dining hall for U.S. Navy personnel stationed there. The two-story colonial style building had a shingle roof covering roughly 18,000 square feet that was badly in need of repair. SCI offered a standing seam metal roof with a 20-year warranty, and applied it while other contractors replaced all the siding and windows.

"Canvas neighborhoods and take pictures of what you like. We can perform an I Roof of a property showing the customer what their home or building would look like with different roofing systems and colors," he said.

He also notes the importance of working closely with suppliers — to the point where he often feels they're on the jobsite with the crew. It's allowed SCI to maintain strong relationships with well-established names in the industry such as ABC Supply, Covestro (which recently sold its spray polyurethane foam system house to Accella Polyurethane Systems LLC), Allied Building Products, IKO, and GAF.

He's also working on a succession plan and sought professional help and advice to put in place procedures for the company to continue successfully upon his retirement.

"We love what we do and we have a core group of loyal employees who have been with SCI for many years," Biederman said. "We're constantly trying to improve ourselves as a company in all areas but keeping in mind we want SCI to be a nice place to work."

Guantanamo Bay Photos



SCI Expands Operations Offshore



Southern Coatings, Inc. goes off-shore to complete a rooftop on the oldest U.S. Naval Base at Guantanamo Bay Cuba. This two-story colonial style building had a shingle roof covering roughly 18,000 square feet that was badly need of repair SCI offered a standing seam metal roof with a 20 year warranty.

This is a great opportunity for the SCI family to higher and harder projects.



Roofing Services For Port Orange Public Works Facility ITB # 18-17

“They check you all out and are pretty serious about needing to get you clear,” Biederman said. “And you have to bring everything with you, and more, in case something gets damaged. You can’t go run to Home Depot down there.”

Despite the company’s history of work in the Caribbean, it was the type of job that frankly hadn’t crossed Biederman’s mind largely because Cuban territory was seemingly off limits to American businesses since communists seized control in the 1950’s. That began to change in 2014 when members of former President Barack Obama’s administration started meeting in secret with Cuban dignitaries to negotiate terms of a possible warming of diplomatic relations that remained icy since the beginning of the Cold War.

The result was a formal normalization agreement between the two countries, and removal of Cuba from the U.S.’s State Sponsors of Terrorism list in 2015.

Being somewhere that you weren’t exactly welcome for nearly half-a-century presented some interesting tests for the company and its crewmembers, Biederman said. That and the timely thawing of relations with Cuba made the project more special.

“I was really excited about it because it’s a unique job, and given the timing of it all,” he said.

Going Higher and Harder

Working in unpredictable and stressful settings is nothing new to the SCI team. They were reroofing the Broward County Jail in fall of 2005 when — on the heels of Hurricane Katrina, Hurricane Wilma struck and clobbered south Florida with 125 mph winds and torrential rain. The storm killed 25 people and cut power to a then-record 3.2 million residents in a 150-mile span across the state for weeks.



Wilma destroyed much of the jail roof and cut off fuel, running water and electricity. As sewage backups and other unsanitary conditions persisted, unrest spread among the inmates within the facility and they started to challenge their jailers.

He also notes the importance of working closely with suppliers — to the point where he often feels they're on the jobsite with the crew. It's allowed SCI to maintain strong relationships with well-established names in the industry such as ABC Supply, Covestro (which recently sold its spray polyurethane foam system house to Accella Polyurethane Systems LLC), Allied Building Products, IKO, and GAF.

He's also working on a succession plan and sought professional help and advice to put in place procedures for the company to continue successfully upon his retirement.

"We love what we do and we have a core group of loyal employees who have been with SCI for many years," Biederman said. "We're constantly trying to improve ourselves as a company in all areas but keeping in mind we want SCI to be a nice place to work."

Lexington Hotel & Conference Center Jacksonville, Florida



Old Roof With Old Brown Mansards

New Roof And New Blue Mansards



July 11, 2017

Southern Coatings, Inc.
2241 N.W. 22nd Street, Suite 104
Pompano Beach, FL 33069

RE: Bonding Line Review

To Whom It May Concern:

Please be advised that upon reviewing and underwriting the corporate and financial information on the above captioned, we would consider bond submissions on an individual basis up to an amount of \$750,000.00. Please note that the company's total work load could not exceed \$2,000,000.00 which would include the bond submissions.

The bonding line is based on current information and is subject to review at the time of the individual bond application and is not to be construed as a commitment on behalf of Lexon Insurance Company or SECURITY BOND ASSOCIATES, INC., to issue any bonds for Southern Coatings, Inc.

Please be advised that this letter is not intended to pre-qualify the client for Subcontractor Default Insurance. We accept no responsibility whatsoever as to the qualifying requirements of this client for the underwriting of Subcontractor Default Insurance.

If you have any questions regarding the contents on this letter, please do not hesitate to contact the undersigned.

Yours truly,

Lexon Insurance Company



Burton Harris
Attorney-In-Fact

BH:bb

Affirmative Action/Equal Employment Opportunity Policy Statement

It is the policy of Southern Coatings, Inc. to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information or any other protected characteristic under applicable law. This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, the use of all facilities, and participation in all company-sponsored employee activities. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity or age limitations will be adhered to by the company where appropriate.

As part of the SCI equal employment opportunity policy, Southern Coatings, Inc. will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.



Employees and applicants shall not be subjected to harassment, intimidation or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state or local law requiring equal opportunity.

The above-mentioned policies shall be periodically brought to the attention of supervisors and shall be appropriately administered. It is the responsibility of each supervisor of the company to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense.

All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense.

The Affirmative Action Officer has been assigned to direct the establishment and monitor the implementation of personnel procedures to guide our affirmative action program throughout Southern Coatings, Inc. A notice explaining the company's policy will remain posted.

The policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, job application process, examination and testing, hiring, training, disciplinary actions, rate of pay or other compensation, advancement, classification, transfer, reassignment and promotions.

Compliance with this policy is the personal responsibility of all employees, especially those who have responsibilities with regard to the employment process. Further, as an Equal Employment Opportunity / Affirmative Action Employer, we will commit the necessary time and resources to meet our responsibilities and obligations. Any employee who does not comply with this policy is subject to appropriate disciplinary action, up to and including discharge.



Becoming a member of the ***Southern Coatings & Roofing*** sends an important message to our organization's employees and to the communities in which we operate. ***Team SCI*** will continue to set a high standard when it comes to quality, employee training, and safety for all of our customers.

Six Essentials for Five (5) Star Customer Service !

1). Getting your staff on board with service!

- Attitude of Excellent Service Excellent service starts with the attitude of the individual service provider (SCI). This session helps learners see the connection between how they feel when receiving good and bad customer service and those feelings of the customers they serve.
- Speak well of your organization
- Respond quickly and cheerfully to all customers
Reprioritize work when customer needs arise

2). Meet and exceed customers satisfaction!

- Identifying Customer Needs Identifying the needs of customers is a skill that requires listening and probing. This session provides skill building in understanding how to identify customer needs.
- Ask customers probing questions
- Recognize all customer needs and respond with respect
Identify customer needs expressed verbally and non-verbally

3). Energize your staff to perform award-winning service!

- Thoughtful Body Language and Words Most of the communication with customers is through body language. This session provides practice in all areas of body language and words as it relates to service delivery
- Greet all customers with a smile
- Use a cheerful and enthusiastic tone of voice
Practice open and friendly body language and eye contact

4). Every single interaction is an opportunity!

- Uncompromising Service at Every Contact Point Each contact point with a customer is an opportunity to delight or disappoint. This session guides learners through a comprehensive analysis of their role, and the service contact points for which they are responsible
- Be cheerful at every customer contact point
- Keep all customer areas clean and neat

5). *Be a situation solver!*

Resolving Conflict

Customers get angry and your staff needs the skills to handle them. This session provides learners with a simple process to professionally handle difficult situations without taking the customer's anger personally.

Allow angry customers to vent by listening carefully

Use problem-solving skills to resolve issues before they escalate

Don't take a customer's anger personally

6). *Satisfied customers are new revenue generators!*

- Exceeding Customer Expectations It is the little things that make a big difference. This session focuses on the opportunities to exceed expectations in such a way that customers speak highly of your business to others.

- Anticipate needs and special requests

- Act quickly to delight customers

Shock your customers with great service they do not expect

Invest in your people and your organization will reap the benefits! Southern Coating's Customer Service Workshops focuses on building the right skills, attitudes and behaviors to change your "customer service representatives" into "customer focused ambassadors".



Roofing Services For Port Orange Public Works Facility ITB # 18-17



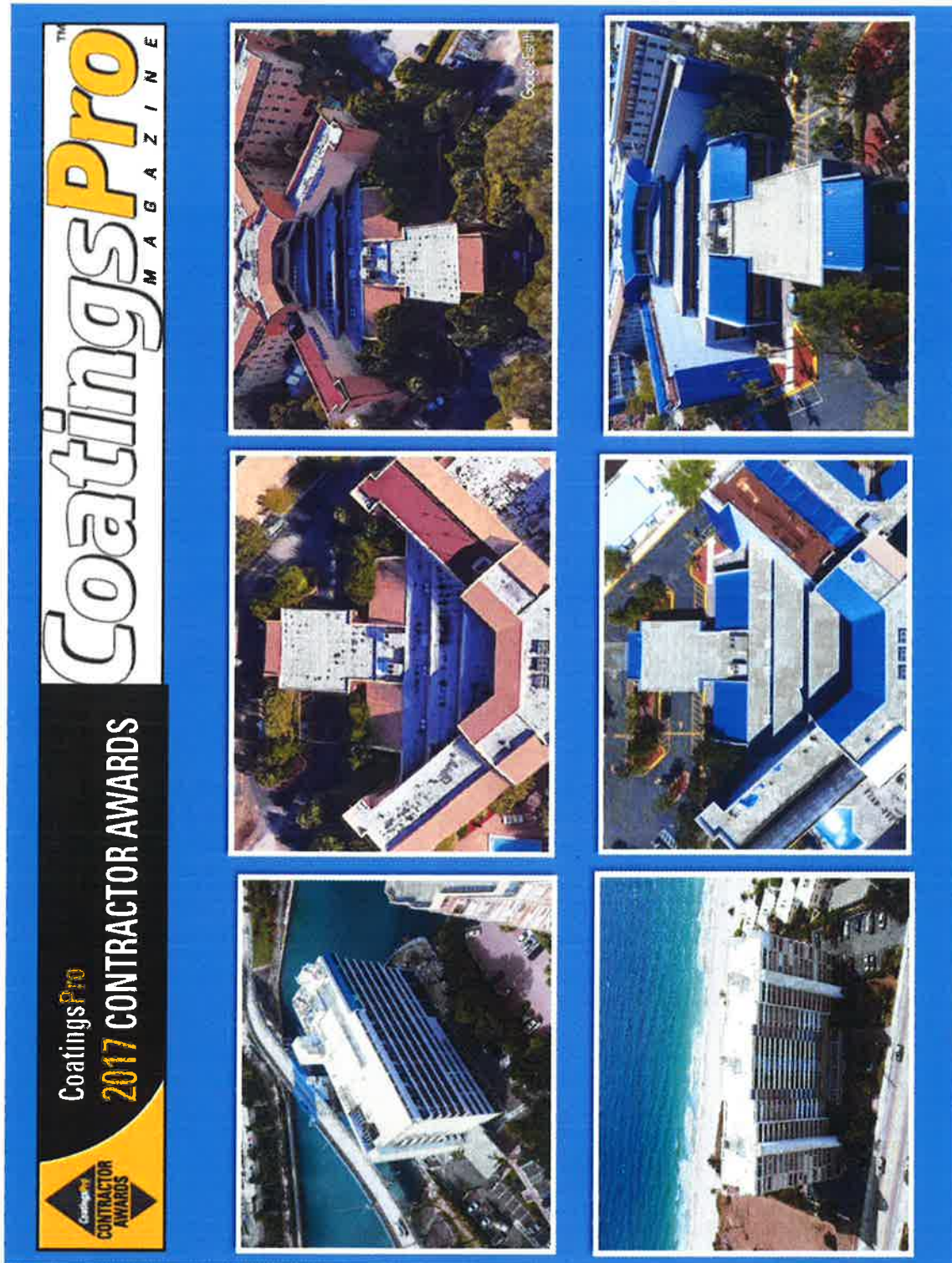
Sample Photos of Southern Coatings, Inc. Happy Customers



Waterstone Resort Boca Raton, Florida



Park Tower Condominium Ft. Lauderdale, Florida



Roofing Services For Port Orange Public Works Facility ITB # 18-17



Sample Photos of Southern Coatings, Inc. Happy Customers

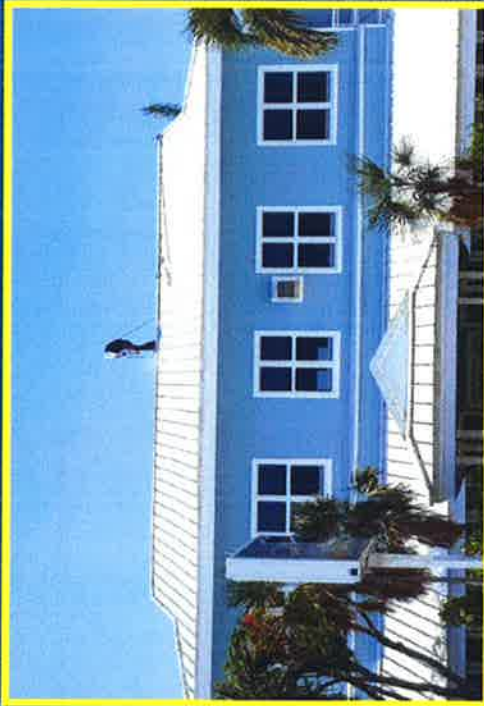


22 Story Whittington Building Pompano Beach, Florida



Venetian Gardens

Roofing Services For Port Orange Public Works Facility ITB # 18-17



SCI Expands Operations Offshore

Southern Coatings, Inc. goes offshore to complete a rooftop on the oldest U.S. Naval Base at Guantanamo Bay Cuba. This two-story colonial style building had a shingle roof covering roughly 18,000 square feet that was badly need of repair. SCI offered a standing seam metal roof with a 20 year warranty.

This is a great opportunity for the SCI family to higher and harder projects.





Sample Photos of Southern Coatings, Inc. Happy Customers



Lauderdale West



Derecktor Ship Yard

Roofing Services For Port Orange Public Works Facility ITB # 18-17



Sample Photos of Southern Coatings, Inc. Happy Customers



Orlando Science Center



BMD Management

Roofing Services For Port Orange Public Works Facility ITB # 18-17



Project References

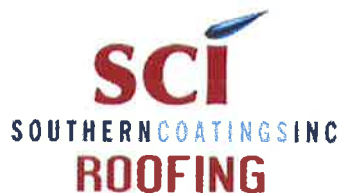
Project Name:	Waterstone Resort & Marina
Location:	Boca Raton, FL 33432
Owner:	Jimmy Martin
Completed Year:	2015
Contractor:	Prime
Project Manager:	Scott Biederman
Superintendent:	Mark Biederman
Contract Amount:	\$1.4 Mil
Contact:	Jimmy Martin (601) 919-5120 jmartin@awhpartners.com

Scope:

This is a current project involving the furnishing and installing of an SPF roofing system.

Challenges & Resolutions:

This roof was 10+ stories high and on an inlet leading to the ocean in Boca Raton. The roof also had a glass atrium which has leaks as well which made it difficult to get to at times and required more detailed attention to various areas. Scott Biederman went out himself on several occasions to make sure the employees were aware of what safety measures to take. SCI ended up sealing the leaks and repairing the atrium.



Project Name:	Hilton Jackson Hotel
Location:	Jackson, MS
Owner:	N/A
Contractor:	Prime
Year Completed:	2016
Project Manager:	Eliseo Cruz
Contract Amount:	\$377,994.00
Contact:	Jimmy Martin (601) 919-5120 jmartin@awhpartners.com

Scope: This project involved the furnishing and installing of a metal roof system for hotel occupancy.

Challenges & Resolutions:

SCI had to work out of state for this job which required them to bring equipment close to 1,000 miles away. The building was also occupied with heavy traffic and SCI had to split up the work in 3 shifts with the louder of the work performed at night in order to not disturb the tenants. The morning shifts consisted primarily of cleaning and preparation for the owners to open. The third shift did the installation along with detail work to complete the roof system. SCI completed a 3 month roof project in approximately 1 month due to the fact that they worked 24/7.



Project Name:	Bayview Club Building 110 – Naval Station
Location:	Guantanamo Bay, Cuba
Owner:	U.S. Navy
Contractor:	Subcontractor
Year Completed:	2017
Project Manager:	Eliseo Cruz
Superintendent:	Mark Biederman
Contract Amount:	\$229,375.00
Contact:	Paul Ratcliff (904) 276-2291 rcijax@aol.com

Scope: This project consisted of installing a standing seam metal roof for the U.S. Navy at Guantanamo Bay, Cuba.

Challenges & Resolutions:

The job location was performed in a highly restricted area in a foreign country. It was difficult for the employees to obtain security clearance in a timely manner and along with having to undergo very warm temperatures during the day. Employees were also away from their families for weeks at a time. SCI also had to have material shipped far in advance from Jacksonville and Virginia down to Cuba which was also an added expense because there were no local hardware stores on the island. SCI resolved some of the challenges by practicing proper scheduling in advance to stay on schedule.



Project Name:	Lexington Hotel
Location:	Jacksonville, FL
Owner:	LexDevCoJax, LLC
Contractor:	Subcontractor
Year Completed:	2016
Project Manager:	Scott Biederman
Superintendent:	Eliseo Cruz
Contract Amount:	\$932,402.00
Contact:	Gary Rito (954) 597-5167 gary.rito@brownvester.com

Scope: This is project involved the furnishing and installing of a TPO roof system for hotel occupancy.

Challenges & Resolutions:

The roof had mansards that needed to be demolished and replaced with new mansards. During construction, the building had to remain water tight but unfortunately during that time, the area experienced a category 4 hurricane which put a temporary stop to the construction. SCI responded by having employees occupy the building during the storm and demobilized after the storm to make any necessary emergency dry-ins prior to completing the job because of the storm.



Project Name:	Joe Bonnie & Son Moving
Location:	Boca Raton, FL
Owner:	Joe Bonnie
Contractor:	Prime
Year Completed:	2015
Project Manager:	Scott Biederman
Contract Amount:	\$121,900.00
Contact:	Joe Bonnie (561) 716-9516 joe@joebonniemovers.com

Scope: This project involved the furnishing and installing of a singly ply & foam roof system for a commercial warehouse.

Challenges & Resolutions:

Some of the challenges SCI faced was that there were no major roadways to the jobsite and the roof had no access hatch. SCI had to use a 40 ft. lift in order to access the roof to complete the job. Other construction trades that needed to complete the penetrations caused delays in schedule as well.



Project Name:	Lauderdale West
Location:	Plantation, FL
Owner:	Lauderdale West Community Assoc.
Contractor:	Prime
Year Completed:	Ongoing
Project Manager:	Eliseo Cruz
Superintendent:	Ed McCormick
Contract Amount:	\$19 Mil
Contact:	Barbara Bucci (954) 473-8219 bbucci@lauderdalewest.org

Scope: Currently completed over 200 homes in this large residential community that involve furnishing and installing of tile, shingle, and foam roof systems.

Challenges & Resolutions:

This residential community is for 55 and older residents and consists of 800+ homes with 166 4plex units that have not been re-roofed in over 20 years. There are many rotten structures; homes are relatively closer together which requires more protection of personnel property and personal contact with the customers and neighbors during construction. SCI also encounters many code violations that need to be corrected from prior construction companies and has found many roofs with poor drainage that also has to be corrected prior to performing their scope of work.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: SOUTHERN COATINGS INC

Receipt #: 185-413
Business Type: ROOFING/SHEET METAL CONTRACTOR
(ROOFING CONTRACTOR)

Owner Name: SCOTT JAMES BIEDERMAN
Business Location: 2241 NW 22 ST #104
POMPANO BEACH

Business Opened: 03/25/1987
State/County/Cert/Reg: CCC1330390
Exemption Code:

Business Phone:

Rooms Seats Employees Machines Professionals
5

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

SCI
SOUTHERN COATINGS INC
ROOFING

36



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**BIEDERMAN, SCOTT JAMES
SOUTHERN COATINGS, INC.
2241 NW 22ND STREET SUITE 104
POMPANO BEACH FL 33069**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CCC1330390

ISSUED: 06/19/2016

**CERTIFIED ROOFING CONTRACTOR
BIEDERMAN, SCOTT JAMES
SOUTHERN COATINGS, INC.**

**IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1606190000883**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CCC1330390	

**The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018**

**BIEDERMAN, SCOTT JAMES
SOUTHERN COATINGS, INC.
2241 NW 22ND STREET SUITE 104
POMPANO BEACH FL 33069**



ISSUED: 06/19/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606190000883

Roofing Services For Port Orange Public Works Facility ITB # 18-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2018

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

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

PRODUCER BB Insurance Marketing Inc 10167 W Sunrise Blvd 3rd Floor Plantation FL 33322	CONTACT NAME: Certificate Department PHONE: 888-728-0817 (A/C No. Ext): E-MAIL: certificates@bbimi.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Insurance Company INSURER B: Technology Insurance Company INSURER C: Bridgefield Casualty Ins Co INSURER D: INSURER E: INSURER F:
INSURED SOUTHERN C Southern Coatings, Inc. 2241 NW 22nd Street Pompano Beach FL 33069	NAIC # 38920 42376 10335

COVERAGES		CERTIFICATE NUMBER: 592329600		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		0100028491-2	4/19/2017	4/19/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 Medical \$Excluded
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS UMBRELLA LIAB EXCESS LIAB DED RETENTION \$		TPP1070564 02	4/19/2017	4/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	30920	1/1/2018	1/1/2019	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

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

Waterproofing/ Roofing Contractor.
 General liability coverage includes blanket additional insured, blanket waiver of subrogation, and primary/non-contributory wording for ongoing and completed operations when required by a written contract with Certificate Holder, provided that Certificate Holder is a property owner, property lessee, or contractor, and in accordance with all terms of the applicable endorsements attached to the policy.

CERTIFICATE HOLDER	CANCELLATION
Southern Coatings Inc 2241 NW 22nd Street Pompano Beach FL 33069	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Roofing Services For Port Orange Public Works Facility ITB # 18-17

Confidential and Proprietary Information Of Southern Coatings, Inc.

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																																						
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Southern Coatings, Inc.																																																								
2 Business name/disregarded entity name, if different from above Southern Coatings, Inc.																																																								
3 Check appropriate box for federal tax classification; check only <u>one</u> of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= partnership) ▶ _____ ☐ Other (see instructions) ▶ _____ ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.																																																								
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ Applies to accounts maintained outside the U.S.																																																								
5 Address (number, street, and apt. or suite no.) 2241 NW 22nd Street, #104 6 City, state, and ZIP code Pompano Beach, FL 33069		7 List account number(s) here (optional)																																																						
8 Requester's name and address (optional)																																																								
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																								
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Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																								
Sign Here Signature of U.S. person ▶ Date ▶ <u>09/09/2016</u>																																																								
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/wo9. Purpose of Form An individual or entity (Form W-9 requested) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: - Form 1099-INT (interest earned or paid) - Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) • Form 1099 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you: - Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), - Certify that you are not subject to backup withholding, or - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																																								

The listed below are fundamental tools to be provided to the Southern Coatings and Roofing, Inc. Following is a roofing tools list of basic equipment , commercial roofing tools, and the special items required to perform most roofing speci-

General Equipment used by Southern Coatings, Inc.

Ladder (30' to 40') – used for access to the roof.
Choose

the most stable, heavy-duty model you can find. Do not skimp on safety for you or your employees.

☐ **Hard hats** – head protection generally required when working on new construction. Many industries require that

hard hats be worn by crew in all plant manufacturing areas.

Ensure the hard hat is OSHA approved.

☐ **Soft-soled, steel-toed shoes** – should be worn to provide

maximum traction on the commercial roof, protect your feet, and prevent damage to the newly-installed roofing system.

☐ **Caulking guns** – required to dispense caulk from tubes. A high-quality caulking gun such as one made by COX or Albion will speed your project and add more money to your pocket.

☐ **Paint brushes** – used to apply bulk caulk and coating in detail areas.

☐ **Electric or cordless drill and assorted drill bits and drivers** – used to drill holes in concrete, metal, etc., for securing blockings. May also be used to install screws and fasteners as needed. Mixing attachment is needed to agitate products before application. Helpful hint: Make sure the extra battery for your unit is also charged.

☐ **Pop-rivet gun** – used in the attachment of sheet metal work.

☐ **Wheelbarrow** – used in carting aggregate, debris, roofing materials, etc., across the roof.

☐ **Scissors** – used to cut fabric. Long-bladed fabric shears work best.

☐ **General tool kit** – should include hammers, mallets, hacksaw, screwdrivers, chisels, punches and an assortment of wrenches. A coring tool for taking cores and roof samples, a black sharpie pen, utility knife, gasoline or other cleaner and baggies to keep the samples separated. You should also have a box of baggies for samples that may need to be taken.

☐ **Roof hoist** – extremely helpful in raising and lowering equipment and supplies from roof deck.

☐ **Bunghole mixer** – mixing blade attachment for electric drill.



Pre-Inspection Tools

Moisture Detection Tools

In determining the soundness and dryness of a roof surface and underlying insulation, a device such as a Delmhorst meter is indispensable. These meters measure the moisture content of roofing materials.



FLIR MR160 Imaging

Moisture Meter

Roof Cleaning Equipment

The commercial roofing tools and equipment listed below are needed for proper preparation:

Stiff bristled hand broom – used for sweeping gravel and loose debris from the roof surface.

Power broom – large motorized rotary brush used for thorough sweeping of large commercial roof areas. It weighs 400 to 500 pounds and requires use of a roof hoist.

Spud bar (hand) – a long-handled, flat-bladed device used in much the same manner as an ice scraper for chipping and loosening embedded gravel.

Power spudded – a motorized device which looks like a rotary lawn mower with steel blades. It removes embedded gravel quickly and completely. It weighs 300 to 400 pounds and requires use of a roof hoist.

Garden hose with nozzle – used in conjunction with a hand or power broom for washing and scrubbing the substrate to remove all adhered or embedded dirt and contaminants.

Shovel – used for removing aggregate and debris from the roof surface. Choose a sturdy industrial model.

High pressure washer – machine to disperse water at very high pressure; used for water-blasting embedded dirt and poorly-adhered material from the roof surface.

Vacuum/Hydrovac – Vacuum is a large truck or trailer mounted vacuum cleaner utilizing long, flexible hoses to vacuum loose aggregate from the roof surface. Note: Due to high equipment cost, this procedure is usually subcontracted. Hydrovac is an advanced vacuum which simultaneously vacuums loose material while washing and scrubbing the commercial roof with a rotating steel power broom and water spray attachment. The power broom and water serve to scrub the surface and flush out embedded dirt, which is then vacuumed away. This is a superior cleaning system, which does not introduce an excessive amount of water onto the roof, thereby avoiding delays due to a damp substrate.

Backpack blower – a lightweight, motorized air blower which is strapped to the worker's back, freeing the hands to use the flexible hose to blow loose debris from the roof surface.



□ **Air compressor** – a large air compressor usually powered by a gasoline/diesel engine capable of producing a minimum air pressure of 100 psi with a minimum volume of 100 cfm. This high air pressure is used to blast loose material and debris from the roof surface.

□ **Trash chute** – can be purchased or constructed from plywood and 2"x4" lumber. It is used to safely lower trash and debris from the rooftop to the truck or dumpster.

□ **Dumpster or truck** – a dumpster, which can be rented, or a truck, which can be rented or purchased, is required when removing a significant amount of material from a roof.

Application Equipment

- **Paint type roller** – 9" or 18" paint roller frame utilizing 1" or 1 1/4" nap rollers. These may be used to apply any liquids
- **Large paint pan** – for use with rollers.
- **Airless sprayer** – used for applying liquid coating to the roof surface. It can be used for application of all Conklin liquid-applied roof coatings. The specifications for this sprayer are:

Capacity – Interior paints – minimum of one gallon per minute (1 gpm)

Roof Coatings – minimum of two gallons per minute (2 gpm)

Pressure – Interior paints – minimum pressure 2,000 psi

Roof Coatings – minimum pressure 3,000-5,000 psi

Nozzle or tip size – commonly .031 to .034

Set-up and use of this equipment should be accomplished in accordance with manufacturer's directions.

- **Seam roller** – a small hand-held roller, usually silicone free, used to press or roll the Hy-Crown seams together during the welding process.

- **Hot air gun** – the electric hot air gun is used to heat weld single ply systems

SPECIFICATIONS FOR THE STEINEL HG2300 Heating Gun:

Voltage:	120 V
Output:	1750 W
Max Temp:	1250 degrees F/700 degrees C
Max Air Flow:	15.4 cfm
Air Pressure:	3,000 Pa
Motor:	Brushless/5,000 hours +

Roof Removal Equipment

- **Spud bar (hand)** – a long-handled, flat-bladed device used in much the same manner as an ice scraper for chipping and loosening embedded aggregate and for cutting built-up roof into sections for removal
- **Power roof cutter** – a gasoline engine-powered cutter, which is used for cutting existing roofing material into small sections for easier removal. Weighs 100 to 400 pounds and requires use of a roof hoist or an Enforcer that is a walk-behind power machine that will essentially remove the top part of the coating or system.
- **Pry-bar** – a long-handled metal bar used for prying up sections of a built-up roof. A spud bar may also be used for this purpose.
- **hatchet** – used for cutting existing roofing materials such as built-up roofs into small sections for easier removal.
- **Hand broom** – used for sweeping gravel and loose debris from the roof surface.
- **Linoleum-type knife** – a stiff, short-bladed knife for cutting asphalt material such as built-up roofs, rolled roofing, etc.



SCI Truck Mount Units



BIG DOG

In order to earn the WINCO designation "Big Dog" a generator has to meet two criteria. First it has to be among the most durable and dependable generators in the market and secondly it has to produce big power.

The WL18000VE passes both tests effortlessly. At 62.5 continuous amps this generator is at home with demanding loads. It has proven itself in the field in spray foam, agricultural, and roofing applications. A durable Vanguard 31 HP engine with a reliable inherently regulated brushless generator end allows this generator to withstand harsh environments where other generators fail. The most important proof of the quality of this generator is in your application. Put the WL18000VE to work in your business and watch the hour



SCI Trailer Mount Units

The Triton name is known for being a leader. The trailers themselves are an emblematic symbol of what a quality trailer should look like.

Trailers by Triton Power are designed to fit our diesel generator line for easy mobility. If you need power generation on the move this is the way to achieve it. Each of our generators can be matched to a trailer and built with cables to plug into transfer switches at multiple sites. These heavy duty trailers are built to last and an effective way to move your generator around.



TRITON
TRAILERS

Setting trusted standards for quality, durability and dependability over time. Triton stands up to the lifestyle demands of our customers.

Members Of



SCI
SOUTHERN COATINGS INC
ROOFING

43

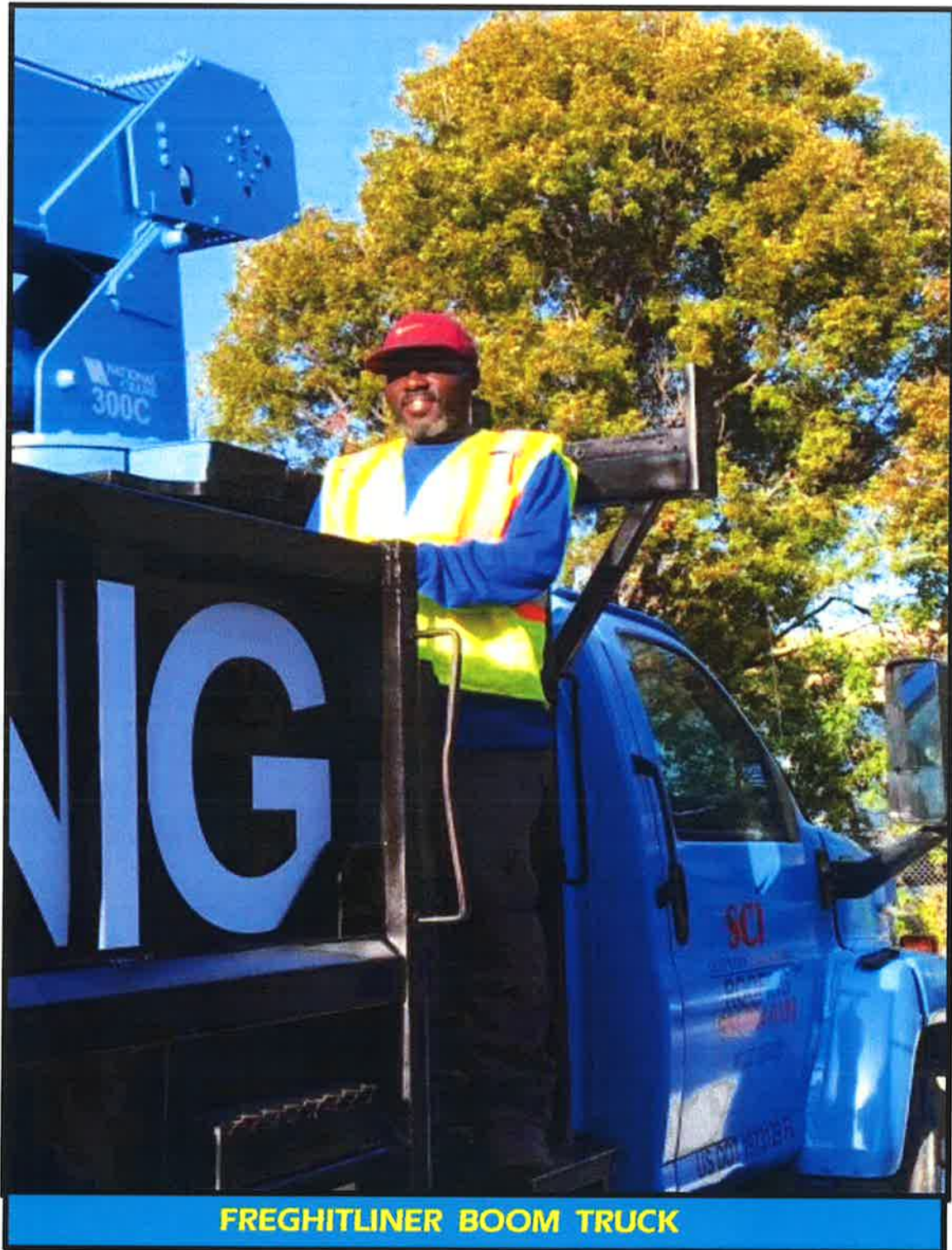


FORD 650 LIFT TRUCK



EMPLOYEE DAILY JOB SITE SHUTTLE

Roofing Services For Port Orange Public Works Facility ITB # 18-17



Roofing Services For Port Orange Public Works Facility ITB # 18-17

SCI
SOUTHERN COATINGS INC.
ROOFING

45



ONE OF THREE SCI EQUIPMENT TRAILORS



ONE OF EIGHT SCI SERVICE TRUCKS

Roofing Services For Port Orange Public Works Facility ITB # 18-17



FORD DUMP TRUCK



DUMP LIFT FORD FREIGHTLINER

Roofing Services For Port Orange Public Works Facility ITB # 18-17



**Quality You Can Trust Since 1886...
from North America's Largest Roofing Manufacturer**

June 12, 2017

Southern Coatings Inc
2241 NW 22nd St Ste 104
Pompano Beach, FL 33069
(954) 984-0100

Subject: Contractor Certification

To Whom It May Concern:

This is to confirm that Southern Coatings Inc of Pompano Beach, FL is a GAF Master Roofing Contractor for Single Ply, United Coatings™, RUBEROID® and GAFGLAS® Roofing Systems. Southern Coatings Inc is eligible to obtain a GAF Diamond Pledge (NDL) guarantee for up to 20 years provided that all current GAF application and specification requirements are met and procedures followed.

If you have any questions please call 1-800-766-3411. Thank you for choosing GAF.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim R. Slauson".

Jim Slauson
Vice President, Certification Programs
GAF

Roofing Services For Port Orange Public Works Facility ITB # 18-17



Southern Coatings, Inc.

The aforementioned has achieved the status of
Authorized Roofing Contractor for GAF
(Commercial Roofing Products Division),
North America's Largest Roofing Manufacturer.



They have pledged to insure that each customer receives their "best and safest choice" in roofing.

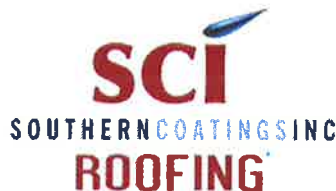
Certification #: 28760

A handwritten signature in black ink, appearing to read "Robert B. Taffaro".

Robert B. Taffaro
President and CEO, GAF

A handwritten signature in black ink, appearing to read "James R. Slauson".

James R. Slauson
Vice President, Certified Program and Services, GAF



American
WEATHERSTARTM

P.O. Box 6256
Mobile, AL 36660
Tel: 800.771.6643
Fax: 251.479.3602

Scott Blederman
Southern Coatings, Inc.
2241 Nw 22nd St Ste 104
Pompano Beach, FL 33069

Dear Scott:

Congratulations, Southern Coatings, Inc. has been renewed as an American WeatherStar Platinum Contractor. Enclosed is a copy of your 2017 Certificate. This copy is provided for your frame. If you need more copies just let us know.

The Platinum designation is new for 2017. To be designated as a Platinum Contractor, AWS has carefully reviewed all documentation provided at the time of application and/or reviewed inspections performed by our third party inspector over the previous period.

Platinum status gives you a distinct advantage over regular Contractors and Applicators. Platinum status gives you the ability to install American WeatherStar Systems backed by American WeatherStar's StarGard Labor and Material Warranty. We are very proud to have Southern Coatings, Inc. as a Platinum Contractor at American WeatherStar.

Our commitment to our Platinum Contractor is second to none. We will be there to support you from lead generation to technical services, order entry through shipment of material, and to the completion of your project and the issue of your StarGard System Warranty.

Don't forget about the secure contractor's site. From the AWS homepage...just click on "Contractor Login". Your username is your email address and your password is your account number. This will give you access to pricing, equipment, warranty applications, order processing and your Contractor Folder. This folder contains customized literature you can use when making presentations.

Thank you for the opportunity and we look forward to working with you.

Sincerely,

National Sales Manager
American WeatherStar
PO Box 6256
Mobile, AL 36660
Phone: 800-771-6643
Fax: 251-479-3602
sgayle@weatherstar.net

americanweatherstar.com

 truewaterproofingpower

**AMERICAN WEATHERSTAR
PLATINUM DEALER**

This certifies that

Southern Coatings, Inc.

has successfully met all requirements to become an

**American WeatherStar Platinum Dealer
of fluid-applied and spray foam roofing systems**

This designation is in effect for a period of one year from the date of certificate,
and is to be renewed annually.

We are honored to have **Southern Coatings, Inc.** as a Platinum Dealer.

AWS DEALER SINCE

9/16/2016



PRESIDENT

September 19, 2016

DATE OF CERTIFICATE

AMERICAN WEATHERSTAR
PLATINUM CONTRACTOR

This certifies that

Southern Coatings, Inc.

has successfully met all requirements to become an

American WeatherStar Platinum Contractor
of fluid-applied roofing systems

This designation is in effect for a period of one year from the date of certificate,
and is to be renewed annually.

We are honored to have **Southern Coatings, Inc.** as a Platinum Contractor.

AWS DEALER SINCE

9/16/2016



A handwritten signature in black ink, appearing to be "B. All", written over a horizontal line.

PRESIDENT

January 10, 2017

DATE OF CERTIFICATE



Qualified Preferred Contractor

Southern Coatings Inc.

Quest Construction Products acknowledges Southern Coatings Inc.
as a member of our Preferred Contractor Program, as they have been
recognized in the market for their high level of craftsmanship and service.

Q150065



Issued: September 25, 2015
Quest Construction Products Preferred status is evaluated on a yearly basis.



At Southern Coatings, Inc. we also try to enforce our commitment to Safety through a motivational program which we call Safety Bucks Bingo. All employees have the opportunity to Safety and win cash prizes of a paid day off. The idea is to get a bingo on your playing card and turn it in for your prize; the drawback is the game is cancelled company-wide whenever there is lost time injury. This program and it's underlying systems of education and enforcing safe practices has helped us substantially reduce our worker's claims and lost time injuries resulting in more efficient, safer employees company wide.

Southern Coatings, Inc. Commitment

SCI Management considers creating a safe work working environment and accident control essential both for humanitarian and economic reasons The health and safety of SCI employees, customers, and the general public are of the utmost importance to our company.

Our safety applies to all our departments and operations. The cooperation of all employees is expected and required, SCI management staff is held accountable for the successful implementation and follow-thru of the safety program. Supervisors shoulder the burden of making policy company practices.



One of SCI Happy Customers, Waterstone Resort



Sample Safety Bucks Bingo Card

Employee and Safety and Training Program Sample
Complete Safety Program Will Be On a Disk Format Due to Size

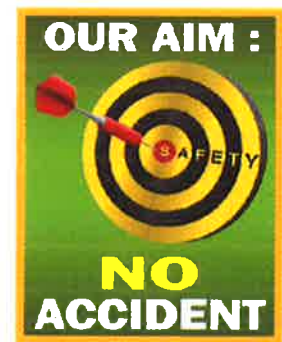


American Safety Solutions
Employee Orientation and Basic Safety Standards

**Educating Our Employees About Safety Risks is Important Because Our employees
Safety and Well-being is Southern Coatings, Inc. # 1 Concern**

Standard safety concerns to be taught at SCI

Hazard Communication
Employee Responsibilities
Public Protection
Material Safety Data Sheet (MSDS)
Housekeeping
Fall Protection
Warning Line Systems
Safety Monitor System
Guardrail Systems
Skylights and Roof Openings
Personal Protective Equipment
Hot Asphalt Safety
Luggers and Mop Carts
The Hot Pipe Burns from Hot Asphalt or Coal Tar Pitch
Choosing the Right Fire Extinguisher
Flammable and Combustible liquids
Roof cutters and Power Brooms
Electrical Safety
Power Tools
Hand Tools
Ladder Safety
Sheet Metal Safety
Heat Stress
Back- Injury Prevention
Accident Investigation



**Safety is a culture over time. With
over 39 years of experience, "We
Know How This is Done".**

Committed to Sustainable Business Principles and Innovation

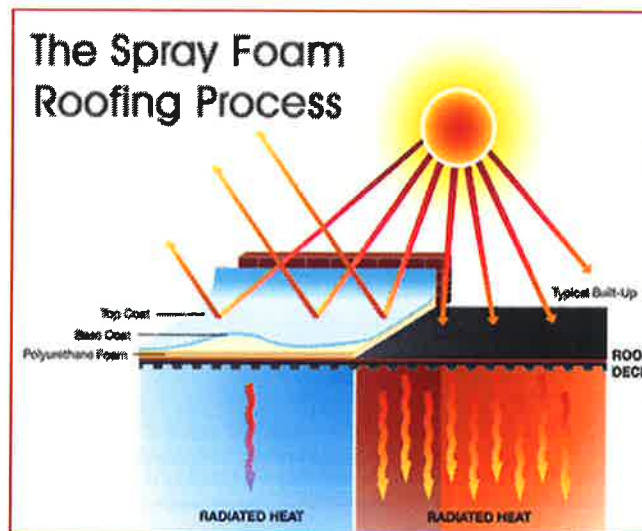
To ensure the highest level of commitment towards sustainable building practices, environmental protection and corporate social responsibility, SCI maintains a transparent "practice what you preach" approach. From our everyday operations at the corporate headquarters all the way down to our daily work staff, we take pride in our efforts and will continue to seek opportunities to promote environmentally sound building practices.

Our sustainability efforts are core to our company's vision and beliefs.

Because of our core values, our commitment to providing our clients with services that address their triple bottom line (social, economic, and environmental goals), makes us an attractive service provider and leads to more growth opportunities for us and for our clients.

Together, these three core values drive our leadership, business practices, and culture. They also form the solid base for our commitment to sustainable programs and support our pursuit of ongoing growth. And, like the three sustainable motivators – people, environment, and growth – our core values intersect and permeate everything we do.

1. Our core values exemplify our commitment to sustainability. Our policies, programs, and practices comply with laws, regulations, and good practices of sustainability.
2. We seek broad, deep capabilities and services We seek to offer best-in-class capabilities in all aspects of sustainability. We learn from ongoing research and study industry developments. And, we benefit from opportunities to share best practices internally and with clients.
3. Sustainability is integrated into our business. We integrate appropriate sustainable practices, including continuous performance improvement processes, into our work processes and programs
4. We strive to broaden our sustainable influence. We train and educate employees on current principles, safety, technologies, and best practices that support sustainability. We seek to advise and educate customers on their best options .
5. Our principles and operations follow sustainable principles. We apply economically sustainable principles to our business, use renewable resources and minimize waste. Our activities are undertaken with commitment to prevent serious or irreversible impacts on our environment.



SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7– Statement of Vendor’s Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Affidavit of Eligibility
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Attachment 1 – Bid Proposal
- ☐ Bid Bond
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Southern Coatings.net
Name of Business

Authorized Signature
May 1, 2018
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

Southern Coatings, Net.

MAILING ADDRESS

2241 NW 22nd Street

AUTHORIZED SIGNATURE



CITY, STATE & ZIP CODE

Pompano Beach, Fl. 33069

NAME, TITLE, TYPED

Scott Biederman

TELEPHONE NUMBER / FAX NUMBER

954 984 0100 954 984 0119

FEDERAL IDENTIFICATION #

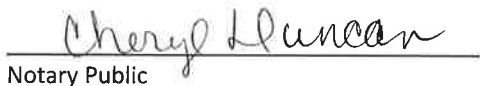
STATE OF Fla. 59-1205069

E-MAIL ADDRESS

COUNTY OF Broward

The foregoing instrument was acknowledged before me this day of 02 May, 2018, by Scott Biederman, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:


Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: _____ 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."

Southern Coatings, Inc.

Name of Business
By: X [Signature]
Printed Scott Biederman Name:
Title: President & CEO
Southern Coatings, Inc.

Scott Biederman

President & CEO
STATE OF Florida
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 02 day of May, 2018, by
Scott Biederman as President of
(NAME) (TITLE)
Southern Coatings, Inc. and who:
(NAME OF ORGANIZATION)

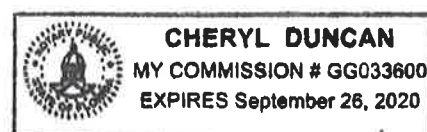
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Southern Coatings, Inc.

Name of Business

By: [Signature]

Printed Name: Scott Biederman

Title: President & CEO

STATE OF Florida

COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 02 day of May, 2018 by Scott Biederman, as President of

Southern Coatings, Inc
(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



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

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

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

1. The business address of 2241 NW 22nd Street (name of Offeror or business) is Scott Biederman.
2. My relationship to Southern Coatings, Inc. (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is N/A. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Southern Coatings, Inc.

Name of Business

By: [Signature]

Printed Name: Scott Biederman

Title: President & CEO

STATE OF Florida

COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 02 day of May, 2018 by Scott Biederman as President of Southern Coatings, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Cheryl Duncan
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Southern Coatings, Inc

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

PRINTED SIGNATURE: Scott Biederman

TITLE: President & CEO

ADDRESS: 2241 NW 22nd Street Pompano Beach, Fl

CITY: Florida STATE: 33069 ZIP CODE:

TELEPHONE: 954 984 0100 FAX: 954 984

COMPLETION TIME: 60 Days

F.E.I.N. NUMBER: 59 1205069

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

NO BID (REASON): N/A

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. Southern Coatings. Inc.
- B. Permanent main office address. 2241 NW 22nd Street Pompano Beach, Fl. 33069
- C. Date organized. 1978
- D. If a corporation, where incorporated. 1983
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 40
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See In Bid Submittals
- G. General character of work performed by your company. Full Roofing Services Provided
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See Pages 29-34
- K. List your major equipment currently owned or leased. See Pages 39-46
- L. Experience work similar to this type of project. See Pages 29-34
- M. Background and experience of the principal members of your organization, including the officers. See Pages 7-10
- N. Credit currently available: \$ High Six Figures
- O. Give bank reference: Wells Fargo --- Ignacio Baigerria
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

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

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

Southern Coatings, Inc.

Name of Business

By: [Signature]

Printed Name: Scott Biederman

Title: President & CEO

STATE OF Florida

COUNTY OF Broward

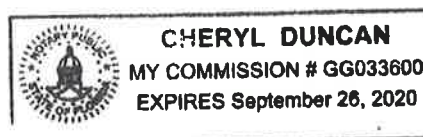
Sworn to (or affirmed) and subscribed before me this 02 day of May, 2018, by
Scott Biederman, as President
of Southern Coatings, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

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



This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: See Pages 29 - 43
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: See Pages 29 - 43
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: See Pages 29 - 43
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: None

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

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

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: N/A

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

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

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

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

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



(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

N/A

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

 4/28/17

SIGNATURE OF AFFIANT

DATE

Scott Biederman President

PRINTED NAME OF AFFIANT / TITLE

Southern Coatings, Inc

COMPANY

This document must be completed and returned with your Submittal



**"ATTACHMENT 1" ITB 18-17 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF
REPLACEMENT**

ITB # 18-17

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

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:

Southern Coatings, Inc.

CONTACT PERSON:

Mark Klein

EMAIL ADDRESS:

mklein@southerncoatings.net

AUTHORIZED SIGNATURE:

ITEM	QTY	DESCRIPTION	PRICE	EXTENDED PRICE
1	LS	REPLACE ROOF AT THE ADMINISTRATION BUILDING PER SPECIFICATIONS.	\$ 156,000.00 -	\$ 156,000.00 -
3	LS	REPLACE ROOF AT THE GARAGE AREA PER SPECIFICATIONS.	\$ 156,000.00 -	\$ 156,000.00 -
4	\$3,000.00 ALLOWANCE TO REMOVE AND REPLACE DAMAGED INSULATION UNDER THE NEW ROOF PANELS AT THE ADMINISTRATION BUILDING.			\$ 3,000.00
TOTAL BASE BID				\$ 3,000.00
ALTERNATE NO 1. ADDITION OF EIGHT (8) SKYLIGHTS PER SPECIFICATIONS.				\$ 315,000.00 -
Shall warranty the above roofing for				5 Years

This document must be completed and returned with your Submittal



May 1, 2018

Southern Coatings, Inc.
2241 NW 22nd Street, Suite 104
Pompano Beach, FL 33069

RE: City of Port Orange

BOND NO.: 72029253

To Whom It May Concern:

Enclosed please find the Bid Bond for the above captioned. This Bid Bond has been prepared based on the information furnished us by your firm. Please check the bond for accuracy, then sign the bond (and seal if incorporated) prior to forwarding to the obligee.

Also enclosed is the Bid Reporting Form, to be completed and returned to this office as soon as possible after the bid opening.

Should you have any questions, please do not hesitate to contact this office.

Sincerely,

SECURITY BOND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Odalis Cabrera', is written over a blue circular stamp or seal.

Odalis Cabrera

Encl.

BID BOND

BID BOND

Bond No. 72029253

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Southern Coatings, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2241 N. W. 22nd St., #104, Pompano Beach, FL 33069, Tel.: (954) 984-0100 (hereinafter called "PRINCIPAL"), and WESTERN SURETY COMPANY, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 333 S. Wabash Ave., 41st Floor, Chicago, IL 60604, Tel.: (605) 336-0850 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Amount Bid dollars and ()/100 (\$ 5% of Amount Bid), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated , 2018, for:

Project Name / Bid No.: Public Works Administration Building and Automotive Garage Roof Replacement
ITB #18-17

Project Address: Port Orange, Volusia County, Florida

Legal Description: See Attached

Description of Work: Remove and replace the existing roof panels on the administration building. Add additional roof framing between the administration building and the automotive garage to create valleys for proper water drainage. Add new roof panels to the automotive building using a roof hugger or similar approved system. Provide a bid alternate to add Eight (8) translucent skylights for the automotive garage. Include a \$3,000 allowance to remove and replace damaged insulation under the new roof panels at the administration building only. Remove all debris generated by the work off-site and dispose of all materials at a licensed landfill or similar disposal site in conformance with all applicable codes and ordinances. ETAL

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 3rd day of May, A.D. 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: Southern Coatings, Inc.

ATTEST:

Signature
Scott Biederman, President
Corporate Officer & Title

Signature
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY: WESTERN SURETY COMPANY

Attorney-in-Fact (signature)
ODALIS CABRERA, Attorney-in-Fact
Name & Title
ODALIS CABRERA
Name of Local Resident Agent
MIAMI, FL 33165-3947
City, State, Zip
(305) 552-5414
Telephone:
A.M. Best No.: A NAIC No.: 13188

WITNESS:
Signature
(Affix Corporate Seal)

By
Appointed Agent of Surety

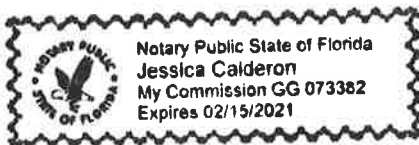


STATE OF Florida
COUNTY OF Miami-Dade

Before me this day personally appeared ODALIS CABRERA (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the WESTERN SURETY COMPANY (corporate surety) and that this person has been authorized by WESTERN SURETY COMPANY (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 3rd day of May, 2018, by ODALIS CABRERA who is personally known to me or who produced Personally known as identification.



NOTARY PUBLIC - STATE OF Florida
Type or print name: Jessica Calderon
Commission No.: GG073382
Commission Expires: 02/15/2021
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72029253

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint ODALIS CABRERA

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Southern Coatings, Inc.

Obligee: City of Port Orange

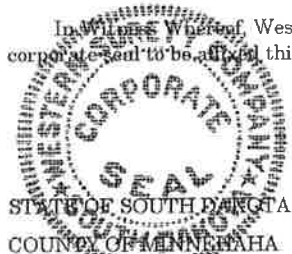
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72029253 is not issued on or before midnight of August 3, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

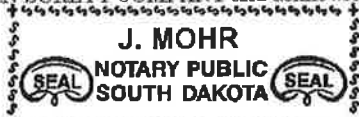
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 3rd day of May, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 3rd day of May, in the year 2018, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 3rd day of May, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Contracts on Hand as of 4/27/18

Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates of completion.)

<i>Name:</i>	<i>Contract Amount:</i>	<i>Estimated Completion Date:</i>
1. <i>Coral Gables II</i>	<i>\$ 246,000</i>	<i>6/18</i>
2. <i>Lauderdale West</i>	<i>\$ 5,876,000</i>	<i>11/18</i>
3. <i>Lauderdale Market Place</i>	<i>\$ 1,400,000</i>	<i>8/18</i>
4. <i>Ciao House Restaurant</i>	<i>\$ 86,450</i>	<i>5/18</i>
5. <i>Hillsboro Town Hall</i>	<i>\$ 45,777</i>	<i>5/18</i>

Name:

A handwritten signature in blue ink, appearing to be "M. O. S.", written over a horizontal line.



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1

April 20, 2018

ITB #18-17 PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 29, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. QUESTIONS AND ANSWERS

1. So, can we disregard anything that says completed under a separate project?

Answer: Yes.

2. Is there a separate vendor that supplies bevels and we're just bidding on the labor?

Answer: No! Bid the whole project and include everything.

3. Is there purling damage that is evident?

Answer: There is foam in the garage so you really cannot see but, in the administration building side there may be evident damage.

4. Are we creating a couple valleys?

Answer: Yes, two valleys.

5. Is there a basis of design?

Answer: The existing building is a Summit PEMB. Match roof profile and gauge with equal product. See specifications.

6. Do you need new insulation where you're cutting for the translucent panels?

Answer: No because that will be where the light comes through.

7. Are you going to put insulation between the two pieces of sheet metal panels?

Answer: No.

8. It seems to me that you might have some water penetration later down the line pertaining to the hole you're talking about for the translucent panels. Are you sure you do not want some type of box built system?

Answer: No.

9. Replace damaged insulation where found correct?

Answer: Yes, we have an allowance. However, we may need to replace all the administration building insulation.

10. What if the assumption of \$3000 dollars to replace is incorrect?

Answer: We will look at the evidence you supply to justify any additional expenditures.

11. What about a drip edge?

Answer: There is no drip edge.

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. #1



Date: 05/05/2017

To: Whom It May Concern

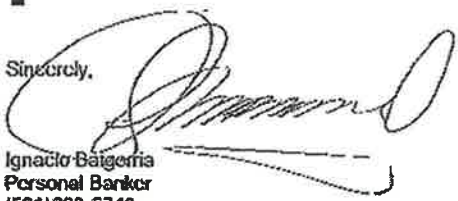
Regarding Customer:

Southern Coatings, Inc..

To Whom It May Concern:

This letter is verification that the customer named above has an account with Wells Fargo Bank. This account number ending in -GJ20, was opened 9/24/12 and has a current balance of 6 figures and more. If you need more information, please feel free to call us at 1 800 869 3557.

Sincerely,

■

Ignacio Batgerria
Personal Banker
(561)620 5740





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

Detail by Entity Name

Florida Profit Corporation
SOUTHERN COATINGS, INC.

Filing Information

Document Number G15596
FEI/EIN Number 59-1205069
Date Filed 12/28/1982
State FL
Status ACTIVE

Principal Address

2241 NW 22ND STREET
SUITE 104
POMPANO BEACH, FL 33069

Changed: 01/04/2011

Mailing Address

2241 NW 22ND STREET
Suite 104
POMPANO BEACH, FL 33069

Changed: 03/05/2013

Registered Agent Name & Address

Biederman, Scott PRESIDE
2241 NW 22ND STREET
Suite 104
POMPANO BEACH, FL 33069

Name Changed: 03/05/2013

Address Changed: 03/05/2013

Officer/Director Detail

Name & Address

Title PRES

Biederman, Scott
2241 NW 22ND STREET
POMPANO BEACH, FL 33069

Title Treasurer

Biederman, Heidi
 2241 NW 22nd Street
 Suite 104
 Pompano Beach, FL

Annual Reports

Report Year	Filed Date
2016	03/30/2016
2017	02/10/2017
2018	03/06/2018

Document Images

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CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange

Attn: Purchasing Division

(386) 506-5718

PurchDiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: Southern Coatings, Inc

Payment Remit to Name: Heidi Biederman

Contact Person and Title: Mark Klein Executive Account Director

Phone Number: 954 984 0100

Fax Number: 954 984 0119

Email Address: mklein@southerncoatings.net

Taxpayer Identification Number (TIN): 59-1205069

Tax Classification:

- ☐ Individual/Sole Proprietor/Single Member LLC
☐ Partnership
☐ Other (Explain) _____

- ☒ S Corporation
☐ C Corporation
☐ Trust/Estate

Current W-9 Attached (Required) ☐ Yes ☐

Type of Commodity/Services CompleteRoofing Services

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

Permanent Address:

Address 2241 NW 22nd Street

City Pompano Beach, FL 33069

State Florida

Zip Code 33069

Remit to Address (if different from above):

Address Same

City _____

State _____

Zip Code _____

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

PURCHASING GENERAL TERMS AND CONDITIONS

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

1. ACCEPTANCE. The Purchase Order ("PO") issued by the City of Port Orange ("the City") and made apart hereof by reference, becomes a binding contract, subject to the terms and conditions set forth herein, upon confirmation of the PO by the Vendor; or by the commencement of the work set forth in the PO; or by acceptance of payment for the work set forth in the PO. Any change, addition or modification to the terms set forth on the face of the PO must be agreed to in writing by the City.

2. ASSIGNMENT. Neither the PO nor any interest under such PO may be assigned by Vendor without the prior written consent of City.

3. CHANGES. City shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs or the time required for Vendor's required performance, an equitable adjustment will be made and the PO will be modified, in writing, accordingly.

4. COMPLIANCE WITH LAWS. Vendor warrants that all goods and services applicable under the PO will have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws and regulations. Vendor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are incorporated by this reference.

5. FREIGHT. Vendor shall ensure that shipper complies with the shipping terms and instructions stated on the face of the PO. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (i) a chargeback for any freight cost increase; or (ii) a chargeback for the full cost of the freight.

6. INSPECTION.

- a. All goods and/or services, purchased are subject to City's inspection, test and approval at destination, whether or not prior payments have been made or inspections have been performed by the City. All goods and/or services not in accordance with specifications may be rejected and held subject to shippers' orders. Shipper must pay all expenses, including freight both ways, on rejected goods.
- b. If goods and/or services provided hereunder are rejected, in whole or in part by the City by reason of the Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein and on the face of the PO, City, after notifying Vendor in writing may (i) return the rejected portion of such goods and/or services to Vendor at Vendor's expense or hold the same for such disposal as Vendor shall indicate, without invalidating the remainder of the PO; (ii) may reject the

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

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

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

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

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

Vendor shall maintain all insurance as required by the City. Vendor shall provide to the City a certificate of insurance evidencing coverage and identifying the City as an additional insured. Failure of the Vendor to provide a certificate of insurance shall not relieve the Vendor from its responsibility to maintain the insurance coverage required by the City. The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount and classification required by the City. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. For worker's compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the City as an additional insured for Workers' Compensation. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

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

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

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

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

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

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

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

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

18. PUBLIC RECORDS COMPLIANCE. Vendor shall also be defined as to include the term set forth in Chapter 119.0701(1)(a), Florida Statutes. Vendor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
- (d) Upon completion of the Contract, Vendor shall transfer to the City, at no cost, all public records in possession of the Vendor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Comply with the City's request for records within a reasonable time. Failure to comply with the City's request for records within a reasonable time may subject Vendor to penalties set forth in Chapter 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506- 5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

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

20. COUNTERPARTS; FACSIMILE SIGNATURES. This Vendor Application and Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Any party may effect the execution and delivery of this Vendor Application and Agreement by signing the same and sending a copy thereof to the City by facsimile, email or other electronic mean and so executed, shall have the full force and effect as an original.

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

ACKNOWLEDGEMENT AND AUTHORIZATION

Vendor acknowledges, authorizes, and agrees to the following:

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

Name of Vendor: Southern Coatings, Inc

Signature: 

Printed Name: Scott Biederman

Title: President

Date: 4/9/18

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

City of Port Orange

Attn: Purchasing Division

1000 City Center Circle

Port Orange, FL 32129

Or email: PurchDiv@port-orange.org

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

Membrane Type: TPO

Deck Type 3I: Concrete, Non-Insulated

Deck Description: 2500 psi structural concrete

System Type F(2): Membrane adhered directly to deck.

All General and System Limitations apply. Roof accessories not listed in Table 1 of this NOA are not approved and shall not be installed unless said accessories demonstrate compliance with prescriptive Florida Building Code requirements and are field fabricated utilizing the approved membranes listed in Table 1.

Membrane: One ply of EverGuard® TPO FB Ultra or EverGuard Extreme® TPO FB Ultra adhered with LRF Adhesive O applied in 1" wide beads spaced 6" o.c. The laps are heat welded a minimum 1-1/2" width for automatic machine welding. Weld width shall be a minimum 2" in width for hand welding. The membrane is then rolled with a water filled roller weighing a minimum of 250 lbs.

Surfacing: Chosen components must be applied according to manufacturer's application
(Optional) instructions. Any coating listed below used as a surfacing, must be listed within a current NOA.

1. EverGuard® TPO Batten Seam Profile or EverGuard® Self-Adhering Standing Seam Profile installed in accordance with manufacturer's specifications and applicable Building Codes.
2. Topcoat® Elastomeric Roofing Membrane, Topcoat® MB Plus (to be used as a primer with Topcoat® Elastomeric Roofing Membrane) or Topcoat® Surface Seal SB applied at 1 to 1.5 gal./sq.

Maximum Design

Pressure: -502.5 psf; (See General Limitation #9)



Membrane Type: TPO

Deck Type 3I: Concrete, Non-Insulated

Deck Description: 2500 psi structural concrete

System Type F(3): Membrane adhered directly to deck.

All General and System Limitations apply. Roof accessories not listed in Table 1 of this NOA are not approved and shall not be installed unless said accessories demonstrate compliance with prescriptive Florida Building Code requirements and are field fabricated utilizing the approved membranes listed in Table 1.

Membrane: One ply of EverGuard® TPO FB Ultra or EverGuard Extreme® TPO FB Ultra adhered with LRF Adhesive M applied in 1" wide beads spaced 6" o.c. The laps are heat welded a minimum 1-1/2" width for automatic machine welding. Weld width shall be a minimum 2" in width for hand welding. The membrane is then rolled with a water filled roller weighing a minimum of 250 lbs.

Surfacing: Chosen components must be applied according to manufacturer's application
(Optional) instructions. Any coating listed below used as a surfacing, must be listed within a current NOA.

1. EverGuard® TPO Batten Seam Profile or EverGuard® Self-Adhering Standing Seam Profile installed in accordance with manufacturer's specifications and applicable Building Codes.
2. Topcoat® Elastomeric Roofing Membrane, Topcoat® MB Plus (to be used as a primer with Topcoat® Elastomeric Roofing Membrane) or Topcoat® Surface Seal SB applied at 1 to 1.5 gal./sq.

Maximum Design

Pressure: -502.5 psf; (See General Limitation #9)



Membrane Type: TPO

Deck Type 3I: Concrete, Non-Insulated

Deck Description: 2500 psi structural concrete

System Type F(4): Membrane adhered directly to deck.

All General and System Limitations apply. Roof accessories not listed in Table 1 of this NOA are not approved and shall not be installed unless said accessories demonstrate compliance with prescriptive Florida Building Code requirements and are field fabricated utilizing the approved membranes listed in Table 1.

Vapor Retarder: Concrete deck shall be primed with Matrix™ 307 Premium Asphalt Primer and (Optional) allow to dry prior to adhering one or two plies of GAFGLAS® Ply 4, Tri-Ply® Ply 4 or GAFGLAS® FlexPly™ 6 in hot asphalt applied at 20-25 lbs./sq.

Note: If the optional vapor barrier is not present the concrete deck shall be primed with ASTM D 41 asphalt primer (Matrix™ 307 Premium Asphalt Primer) and allowed to dry prior to application of membrane.

Membrane: One ply of EverGuard® TPO FB Ultra or EverGuard Extreme® TPO FB Ultra fully adhered in approved asphalt at an application rate of 20-40 lbs./sq. The laps are heat welded a minimum 1-1/2" width for automatic machine welding. Weld width shall be a minimum 2" in width for hand welding. The membrane is then rolled with a water filled roller weighing a minimum of 250 lbs.

Surfacing: Chosen components must be applied according to manufacturer's application (Optional) instructions. Any coating listed below used as a surfacing, must be listed within a current NOA.

1. EverGuard® TPO Batten Seam Profile or EverGuard® Self-Adhering Standing Seam Profile installed in accordance with manufacturer's specifications and applicable Building Codes.
2. Topcoat® Elastomeric Roofing Membrane, Topcoat® MB Plus (to be used as a primer with Topcoat® Elastomeric Roofing Membrane) or Topcoat® Surface Seal SB applied at 1 to 1.5 gal./sq.

Maximum Design

Pressure: -390 psf; (See General Limitation #9)



NOA No.: 15-0203.21
Expiration Date: 07/13/18
Approval Date: 05/14/15
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CONCRETE DECK SYSTEM LIMITATIONS:

1. If mechanical attachment to the structural deck through the lightweight insulating concrete is proposed, a field withdrawal resistance testing shall be performed to determine equivalent or enhanced fastener patterns and density. All testing and fastening design shall be in compliance with Testing Application Standard TAS 105 and Roofing Application Standard RAS 117, calculations shall be signed and sealed by a Florida Registered Engineer, Architect, or Registered Roof Consultant.

GENERAL LIMITATIONS:

1. Fire classification is not part of this acceptance, refer to a current Approved Roofing Materials Directory for fire ratings of this product.
2. Insulation may be installed in multiple layers. The first layer shall be attached in compliance with Product Control Approval guidelines. All other layers shall be adhered in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-40 lbs./sq., or mechanically attached using the fastening pattern of the top layer
3. All standard panel sizes are acceptable for mechanical attachment. When applied in approved asphalt, panel size shall be 4' x 4' maximum.
4. An overlay and/or recovery board insulation panel is required on all applications over closed cell foam insulations when the base sheet is fully mopped. If no recovery board is used the base sheet shall be applied using spot mopping with approved asphalt, 12" diameter circles, 24" o.c. or strip mopped 8" ribbons in three rows, one at each side lap and one down the center of the sheet allowing a continuous area of ventilation. Encircling of the strips is not acceptable. A 6" break shall be placed every 12' in each ribbon to allow cross ventilation. Asphalt application of either system shall be at a minimum rate of 12 lbs./sq.

Note: Spot attached systems shall be limited to a maximum design pressure of -45 psf.

5. Fastener spacing for insulation attachment is based on a Minimum Characteristic Force (F') value of 275 lbf., as tested in compliance with Testing Application Standard TAS 105. If the fastener value, as field-tested, are below 275 lbf. insulation attachment shall not be acceptable.
6. Fastener spacing for mechanical attachment of anchor/base sheet or membrane attachment is based on a minimum fastener resistance value in conjunction with the maximum design value listed within a specific system. Should the fastener resistance be less than that required, as determined by the Building Official, a revised fastener spacing, prepared, signed and sealed by a Florida Registered Engineer, Architect, or Registered Roof Consultant may be submitted. Said revised fastener spacing shall utilize the withdrawal resistance value taken from Testing Application Standards TAS 105 and calculations in compliance with Roofing Application Standard RAS 117.
7. Perimeter and corner areas shall comply with the enhanced uplift pressure requirements of these areas. Fastener densities shall be increased for both insulation and base sheet as calculated in compliance with Roofing Application Standard RAS 117. Calculations prepared, signed and sealed by a Florida registered Professional Engineer, Registered Architect, or Registered Roof Consultant **(When this limitation is specifically referred within this NOA, General Limitation #9 will not be applicable.)**
8. All attachment and sizing of perimeter nailers, metal profile, and/or flashing termination designs shall conform with Roofing Application Standard RAS 111 and applicable wind load requirements.
9. The maximum designed pressure limitation listed shall be applicable to all roof pressure zones (i.e. field, perimeters, and corners). Neither rational analysis, nor extrapolation shall be permitted for enhanced fastening at enhanced pressure zones (i.e. perimeters, extended corners and corners). **(When this limitation is specifically referred within this NOA, General Limitation #7 will not be applicable.)**
10. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.

END OF THIS ACCEPTANCE



NOA No.: 15-0203.21
Expiration Date: 07/13/18
Approval Date: 05/14/15
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CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT ITB #18-17



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: March 29, 2018

Bid Due Date and Time: May 3, 2018 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718

purchdiv@port-orange.org

www.port-orange.org



**"ATTACHMENT 1" ITB 18-17 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT**

ITB # 18-17

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

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:

Ted Nemetz LLC.

CONTACT PERSON:

Ted Nemetz

EMAIL ADDRESS:

Info@atlantic-gutters.com

AUTHORIZED SIGNATURE:

ITEM	QTY	DESCRIPTION	PRICE	EXTENDED PRICE
1	LS	REPLACE ROOF AT THE ADMINISTRATION BUILDING PER SPECIFICATIONS.	\$ 95,580.00	\$ 95,580.00
3	LS	REPLACE ROOF AT THE GARAGE AREA PER SPECIFICATIONS.	\$ 102,300.00	\$ 102,300.00
4	\$3,000.00 ALLOWANCE TO REMOVE AND REPLACE DAMAGED INSULATION UNDER THE NEW ROOF PANELS AT THE ADMINISTRATION BUILDING.			\$ 3,000.00
TOTAL BASE BID				\$ 200,880.00
ALTERNATE NO 1. ADDITION OF EIGHT (8) SKYLIGHTS PER SPECIFICATIONS.				\$ 4,800.00
Shall warranty the above roofing for				10 YR

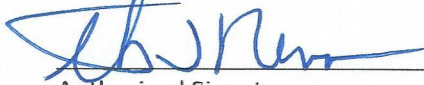
SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- X Form 7.2 – Vendor’s Acknowledgement
- X Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- X Form 7.4 – Drug Free/Tie Preference Statement
- X Form 7.5 – Public Entity Crimes Statement
- X Form 7.6 – Affidavit of Anti-Collusion
- X Form 7.7– Statement of Vendor’s Qualifications
- X Form 7.8 – Professional References for Previous Experience
- X Form 7.9 – Local Business Affidavit of Eligibility
- X Form 7.10 – Listing of Subcontractors
- X Attachment 1 – Bid Proposal
- X Bid Bond
- X Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Ted Nemetz LLC

Name of Business



Authorized Signature

May 2, 2018

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Ted Nemetz LLC

NAME OF BUSINESS



AUTHORIZED SIGNATURE

Owner

NAME, TITLE, TYPED

81-2039681

FEDERAL IDENTIFICATION #

1819 Lindbergh Lane

MAILING ADDRESS

Port Orange, FL 32128

CITY, STATE & ZIP CODE

TELEPHONE NUMBER / FAX NUMBER

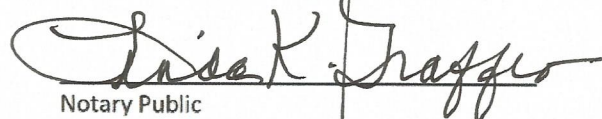
info@atlantic-gutters.com

E-MAIL ADDRESS

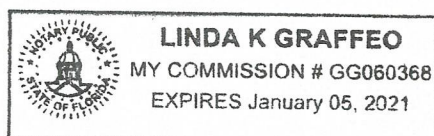
STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 2 May, 2018 by Theodore J. Nemetz, who is personally known to me or who has produced identification and who did take an oath.

My Commission Expires:


Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

NO CHANGES

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."

Ted Nemetz LLC

Name of Business

By:

Printed

Name:

Title:

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 2 day of may, 2018, by
Ted Nemetz, as Owner of

(NAME)

(TITLE)

Ted Nemetz LLC.

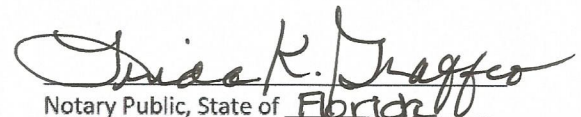
and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

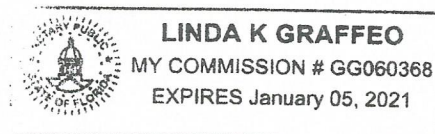
☒ is personally known to me; or

☐ has produced _____ as identification.


Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Ted Nemetz LLC.

Name of Business

By: Ted Nemetz

Printed Name: Ted Nemetz

Title: MGR

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 2 day of May, 2018, by
Theodore J. Nemetz, as owner of
(NAME) (TITLE)
Ted Nemetz LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

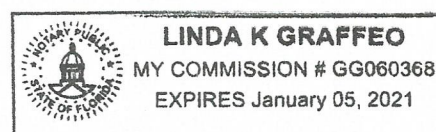
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Linda K. Graffeo
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



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

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

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

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

Ted Nemetz LLC.
Name of Business
By: [Signature]
Printed Name: Ted Nemetz
Title: MGR

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 2 day of May, 2018, by
Ted Nemetz, as Owner of
Ted Nemetz LLC and who:

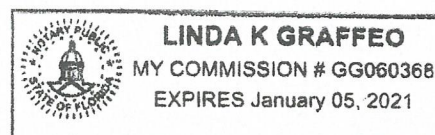
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

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



FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Ted Nemetz LLC

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

PRINTED SIGNATURE: Ted Nemetz

TITLE: MGR

ADDRESS: 1819 Lindbergh Lane

CITY: PO STATE: Florida ZIP CODE: 32128

TELEPHONE: X FAX: 386-423-8484

COMPLETION TIME: _____

F.E.I.N. NUMBER: 81-2039681

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

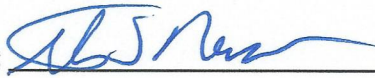
- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ 100,000 over multiple vendors
- O. Give bank reference: Bank of America
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

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

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

Ted Nemetz LLC

Name of Business

By: 

Printed Name: Ted Nemetz

Title: MGR

STATE OF Florida

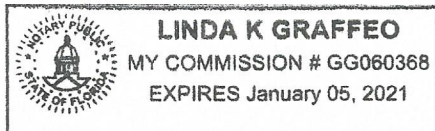
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 2 day of May, 2018, by
Ted Nemetz, as Owner
of Ted Nemetz LLC 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:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: Four Seasons Roofing
Contact Person: Mario Sanchez
City, State: Port Orange FL
Telephone Number: 386-366-3979
Email Address: fourseasonsroofingllc@gmail.com
Description of goods or
Services provided: Sub Large Commercial Roofs to Ted Nemetz LLC
Contract Amount: \$92,000
Start/End Date of Contract: Feb 17 to may 17
2. Company Name: karla Bauman Owner K.L.G.B.
Contact Person: Karla Baumann
City, State: New Smryna Beach, FL
Telephone Number: 386-405-3312
Email Address: kscopa@aol.com
Description of goods or
Services provided: Built Roofs, Gutters Soffits
Contract Amount: \$200,00 Plus
Start/End Date of Contract: Has worked for KLGB for over 10 years
3. Company Name: Debbie Wieland (Charles Wayne Properties)
Contact Person: Debbie Wieland
City, State: Daytona Beach, FL
Telephone Number: 386-405-0930
Email Address: dweiland@charleswayne.com
Description of goods or
Services provided: Roofs, Gutters and Soffits
Contract Amount: \$150,000
Start/End Date of Contract: Has worked with Charles Wayne Properties for 10-years

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: All workers are employed by Ted Nemetz LLC.

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

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

BUSINESS NAME: Ted Nemetz LLC.CONTACT PERSON/TITLE: Ted NemetzMAILING ADDRESS: 1819 Lindbergh LaneCITY-STATE-ZIP: Port Orange, FL 32128Length of Time at Address Provided: 3 YrPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State of FloridaFEIN (Federal Employer Identification Number): 81-2039681BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____PHONE NUMBER: 386-333-6282 FAX: _____EMAIL: info@Atlantic-gutters.com****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

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

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

SWORN AND SUBSCRIBED BEFORE ME

Linda K. Graffeo
SIGNATURE OF NOTARY PUBLIC

THIS 2 DAY OF May, 2018

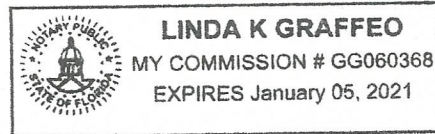
My Commission Expires: 01/05/2021

Ted Nemetz May 2, 2018
SIGNATURE OF AFFIANT DATE

Ted Nemetz Owner
PRINTED NAME OF AFFIANT / TITLE

Ted Nemetz LLC.
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal



**"ATTACHMENT 1" ITB 18-17 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT**

ITB # 18-17

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

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:

Ted Nemetz LLC.

CONTACT PERSON:

Ted Nemetz

EMAIL ADDRESS:

Info@atlantic-gutters.com

AUTHORIZED SIGNATURE:

ITEM	QTY	DESCRIPTION	PRICE	EXTENDED PRICE
1	LS	REPLACE ROOF AT THE ADMINISTRATION BUILDING PER SPECIFICATIONS.	\$ 95,580.00	\$ 95,580.00
3	LS	REPLACE ROOF AT THE GARAGE AREA PER SPECIFICATIONS.	\$ 102,300.00	\$ 102,300.00
4	\$3,000.00 ALLOWANCE TO REMOVE AND REPLACE DAMAGED INSULATION UNDER THE NEW ROOF PANELS AT THE ADMINISTRATION BUILDING.			\$ 3,000.00
TOTAL BASE BID				\$ 200,880.00
ALTERNATE NO 1. ADDITION OF EIGHT (8) SKYLIGHTS PER SPECIFICATIONS.				\$ 4,800.00
Shall warranty the above roofing for				10 YR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2018

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

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

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Krista Scarborough PHONE (A/C, No, Ext): (386) 767-3161 E-MAIL ADDRESS: Krista@catonhosey.com FAX (A/C, No): (386) 760-1770	
		INSURER(S) AFFORDING COVERAGE INSURER A : Seneca Specialty Insurance Company	NAIC # 10936
INSURED Ted Nemetz, LLC, DBA: Atlantic Seamless Gutters, Nemetz Roofing 1819 Lindbergh Lane Port Orange FL 32128		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: CL1831419185

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BAK-25082-2	03/17/2018	03/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Waiver of Subrogation \$ blanket
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

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

AUTHORIZED REPRESENTATIVE

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CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT

ITB #18-17



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: March 29, 2018

Bid Due Date and Time: May 3, 2018 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #18-17 PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-17 PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on May 3, 2018** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be two Mandatory Pre-Bid Conferences and site visits for the project at **10:00 A.M.** (local time) on **April 12, and April 13, 2018** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. **All Bidders must attend at least one of the Mandatory Pre-Bid Conferences.** Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of the submitted bid. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids for the purpose of replacement of a pre-engineered metal building roof for the Public Works Administrative building and automotive garage area.*

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #18-17 PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT in the subject line. Last day for questions will be **April 19, 2018 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #18-17 PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **March 29, 2018**

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Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN

SEALED BID NO.	ITB #18-17 _____
BID TITLE:	PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT _____
DUE DATE/TIME:	May 3, 2018 at 2:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Battaglia Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of replacement of a pre-engineered metal building roof for the Public Works Administrative building and automotive garage area.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids, including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:March 29, 2018
Mandatory Pre-Bid Conference No.1.....April 12, 2018 at 10:00 A.M.
Mandatory Pre-Bid Conference No.2.....April 13, 2018 at 10:00 A.M.
Deadline for Questions: April 19, 2018 by 5:00 P.M.
Final Addendum Posting: April 26, 2018 by 5:00 P.M.
Bids Due: May 3, 2018 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Battaglia, Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be two Mandatory Pre-Bid Conferences and site visits for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

All Bidders must attend at least one of the Mandatory Pre-Bid Conferences. Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of the submitted bid.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #18-17 PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The city of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.

- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

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SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of replacement of a pre-engineered metal building roof for the Public Works Administrative building and automotive garage area.

SCOPE OF WORK:

1. Remove and replace the existing roof panels on the administration building.
2. Add additional roof framing between the administration building and the automotive garage to create valleys for proper water drainage.
3. Add new roof panels to the automotive building using a roof hugger or similar approved system.
4. Provide a bid alternate to add Eight (8) translucent skylights for the automotive garage.
5. Include a \$3,000 allowance to remove and replace damaged insulation under the new roof panels at the administration building only.
6. All work will be coordinated with Bobby Bryant Public Works “Maintenance Foreman.”
7. The contractor will be responsible for quantity takeoffs and all field dimensions.
8. Working hours are Monday through Friday 7:00 A.M. to 5:00 P.M.
9. Nonsmoking building: Smoking is not permitted within the building or within 25 of the entrance, windows, or outdoor intakes.
10. Use of the Site: Limit use of the site to work in the area indicated.
11. Remove all debris generated by the work off-site and dispose of all materials at a licensed landfill or similar disposal site in conformance with all applicable codes and ordinances. The existing dumpsters are for the exclusive use of the public works personnel.
12. All drawings and specifications are attached as separate documents.
13. Contractor is responsible for all permits and fees.

End of Scope-of-Work

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 the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a

- Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A

- response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded or Purchase Order issued to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid Opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any

Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

38. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

39. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

47. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property

directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. **INSURANCE**

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. **INSURANCE REQUIREMENTS**

If required the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage \$1,000,000 minimum	

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port

Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

60. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

78. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

83. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

84. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

86. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the

requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

88. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

89. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Battaglia, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

100. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written

notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

105. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or

referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

111. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90)Days from the ITB opening date.

CONTRACT TERM

The term of the contract shall be from the Notice to Proceed. There will be 90 calendar days for substantial completion and another 30 calendar days for final completion.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

BID BONDS

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

PAYMENT & PERFORMANCE BONDS

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Affidavit of Eligibility
- _____ Form 7.10 – Listing of Subcontractors
- _____ Attachment 1 – Bid Proposal
- _____ Bid Bond
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of _____
(NAME) (TITLE)
_____, and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____
of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 18-17 SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT

ITB # 18-17

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

ITEM	QTY	DESCRIPTION	PRICE	EXTENDED PRICE
1	LS	REPLACE ROOF AT THE ADMINISTRATION BUILDING PER SPECIFICATIONS.	\$ -	\$ -
3	LS	REPLACE ROOF AT THE GARAGE AREA PER SPECIFICATIONS.	\$ -	\$ -
4	\$3,000.00 ALLOWANCE TO REMOVE AND REPLACE DAMAGED INSULATION UNDER THE NEW ROOF PANELS AT THE ADMINISTRATION BUILDING.			\$ 3,000.00
TOTAL BASE BID				\$ 3,000.00
ALTERNATE NO 1. ADDITION OF EIGHT (8) SKYLIGHTS PER SPECIFICATIONS.				\$ -
Shall warranty the above roofing for				

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

City Manager

Phone Number: _____

(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____
Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____ entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE STANDARD CONTRACT FOR GOODS/SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following*: Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "____," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy 2-272 (Alterations or modifications of contracts), shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as

provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force

Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. As may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail

of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

FOR INFORMATIONAL PURPOSES

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA ____]



End of Solicitation Documents



City of Port Orange

Public Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Director Public Works & Utilities

DATE: May 21, 2018

SUBJECT: ITB 18-17 Public Works Roof Replacement – Rejection of Bids

REQUEST:

The Public Works & Utilities Department requests City Council approval to reject all bids for ITB #18-17 Public Works Administration Building and Automotive Garage Roof Replacement.

PURPOSE:

The purpose of this request is to reject all bids received for ITB #18-17 in accordance with City Purchasing Policy Sec 2-264 and 265.

CONSIDERATION:

On March 29, 2018, the city advertised a bid request for the Public Works Administration Building and Automotive Garage Roof Replacement. On May 3, 2018, purchasing received three bids. Two were deemed responsive. The two bid prices were \$315,000 and \$386,875. Both bids were considerably over the budgeted amount of \$136,950.

The project is designed to correct the pitch of the existing roof at the intersecting point of the administration and automotive structures connect. This has been an area causing numerous leaks in the roof of the building because water cannot properly sheet off the roof. In addition, the roof was to be replaced under this proposal. The bids came in much higher than the design engineer and project manager anticipated. Building professionals have indicated the increase in materials and inability to hire staffing as the reasons for the higher than expected bid prices.

Staff is working with the design engineer to determine if modifications to the specifications will bring the prices in line with the budgeted amount. Therefore, staff recommends rejection of all bids un ITB 18-17.

FUNDING:

Project OMB 012

Account Number 317 1000 519 6200

RECOMMENDATION:

Public Works & Utilities Department recommends City Council approval to reject all bids for ITB #18-17 Public Works Administration Building and Automotive Garage Roof Replacement.

ANTICIPATED SCHEDULE:

- a.) Entry to Boardsync – May 21, 2018



CITY OF PORT ORANGE, FLORIDA

ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB #18-17
ITB TITLE: PUBLIC WORKS ADMINISTRATION BUILDING AND AUTOMOTIVE GARAGE ROOF REPLACEMENT
OPENING DATE/TIME: May 3, 2018 at 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		A.G Pifer Construction Co. Inc.	Southern Coatings Inc.	Ted Nemetz LLC.	
1	Form 7.1 Submittal Checklist	YES	YES	YES	
2	Form 7.2 – Vendor's Acknowledgement	YES	YES	YES	
3	Form 7.3 – Addendum and Change Order Procedure	YES	YES	NO	
4	Form 7.4 – Drug Free/Tie Preference Statement	YES	YES	YES	
5	Form 7.5 – Public Entity Crimes Statement	YES	YES	YES	
6	Form 7.6 – Affidavit of Anti-Collusion	YES	YES	YES	
7	Form 7.7– Statement of Vendor's Qualifications	YES	YES	YES	
8	Form 7.8 – Prof.References for Previous Experience	YES	YES	YES	
9	Form 7.9 – Local Business Affidavit of Eligibility	YES	YES	YES	
10	Form 7.10 Listing of Subcontractors	YES	YES	YES	
11	Attachment 1 – Bid Proposal	YES	YES	YES	
12	Bid Bond	YES	YES	NO	
1 Original & 1 Electronic Copy		YES	YES	YES	
Deemed Responsive?		YES	YES	NO	
TOTAL BASE BID		\$ 386,875.00	\$ 315,000.00	\$ 200,880.00	\$ -
BID ALTERNATE 1 ADDITION OF 8 SKYLIGHTS		\$ 18,000.00	\$ -	\$ 4,800.00	\$ -
SHALL WARRANTY THE ROOFING FOR:		WATER TIGHT WARRANTY	5 YEARS	10 year	

Opened and tabulated by: David Battaglia, Purchasing Agent

Witnessed by: Joe Castro, Buyer



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/05/2018

Consent item: Yes

SUBJECT: (B7e) Environmental Legal Liability and Storage Tank insurance with Aspen Specialty Insurance Company

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to waive formal bidding procedures and to authorize the City Manager to renew the Environmental Legal Liability and Storage Tank Insurance with Aspen Specialty Insurance Company for the term 06.21.2018 to 06.21.2019.

SUMMARY: Environmental Legal Liability and Storage Tank Insurance is a specialty insurance offered by a limited number of carriers. Staff has worked with Brown and Brown Insurance to survey the market to ensure Aspen Specialty Insurance has remained market competitive. Brown and Brown marketed these coverages extensively by UCPM Environmental Insurance, a wholesaler who specializes in pollution liability. There are a number of markets that will not write in Florida, or will not write public entities. One carrier declined to quote again this year because their pricing from last year would be unchanged and was not competitive. A second carrier could not offer cleanup at the City's wastewater treatment plant, which made their program unacceptable. A third carrier indicated their pricing would be higher than the current expiring coverage. Aspen's pricing is unchanged from the current expiring policy. The City has maintained coverage through Aspen Specialty Insurance Company since 2014. Aspen has an A.M. Best Financial "A" rating for stability.

The insurance covers 40 above ground storage tanks and 5 underground storage tanks located at 30 locations throughout the City, and includes coverage for those acts certified to be acts of terrorism under the Federal Terrorism Insurance Act.

Pursuant to Section 2-267 of the City Code of Ordinances, the requirements for formal bidding may be waived for insurance coverage expenditures as provided in the insurance fund.

Staff recommends that City Council waive formal bidding procedures to avoid a lapse in coverage and authorize the City Manager to contract with Aspen Specialty Insurance for a one year policy with a total premium of \$24,435.00.

Project No.: Funding Account No.: 504-1000-519.45-10

ATTACHMENTS:

1.	Proposal	20170507 Proposal.pdf
2.	Surplus Lines Acknowledgement - for CM signature	20170507 Surplus Lines Acknowledgement.pdf
3.	Terrorism Election - Environmental Legal Liability - for CM signature	20180507 Terrorism Election - Environmental Legal Liability.pdf
4.	Terrorism Election - Storage Tank - for CM signature	20180507 Terrorism Election - Storage Tank.pdf

Grace Stewart	Created/Initiated - 05/14/2018
Jamie Miller	Approved - 05/16/2018
Tracey Riehm	Approved - 05/21/2018
Margaret Roberts	Approved - 05/25/2018
Jake Johansson	Approved - 05/25/2018
Robin Fenwick	Final Approval - 05/25/2018

CITY OF PORT ORANGE

ENVIRONMENTAL LEGAL LIABILITY COVERAGE (SITE COVERAGE)

AND

STORAGE TANK LIABILITY

Effective: 06/21/18 – 6/21/19

Presented By:

Bobbi Barlow, CPCU
Senior Vice President

Angela Phifer
Account Manager



This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. In the event of any differences between the policy and this summary, the policy will prevail.

Market Summary:

- Ace:** Declined to quote this year as their quote from last year would be unchanged and therefore not competitive
- Beazley:** Declined because they can't offer onsite cleanup at sewer plant; their reinsurance treaty prohibits this
- Berkley:** Has not formally declined or quoted; underwriter indicated that their pricing was higher than the expiring pricing; not competitive

Dept.	Loc.	Site Name	Address	2018 Tank Schedule	Description	UST / AST	Tank Install Year
PW	City Hall		1000 City Center Circle, Port Orange		Detroit 6063TK35 400 DSE / 400 KW emergency generator	AST	1999
PW	Fire Station #73		1090 City Center Circle, Port Orange		Cummins DFCE5601251 / 400 KW emergency generator	AST	2015
PU	East Well #15		1264 Richel Road, Port Orange		6068HF285 180RJC6DT3 / 180 KW day tank	AST	1981
PW	Dorothy L. Hukill City Center Annex		1395 Dunlawton Ave., Port Orange		Detroit 6063TX35 275REOZD / 275 KW day tank	AST	1992
PW	Dorothy L. Hukill City Center Annex		1395 Dunlawton Ave., Port Orange		Fueling Facility - unleaded gasoline	UST	2000
PW	Dorothy L. Hukill City Center Annex		1395 Dunlawton Ave., Port Orange		Fueling Facility Backup Generator - low sulphur diesel	UST	2000
PW	Fire Station #75		1701 Town West Blvd., Port Orange		John Deere 6068HF485 / 200 KW emergency generator	AST	2009
P&R	Lakeside Pavilion		1999 City Center Circle, Port Orange		Detroit 6063MK35 / 250 KW	AST	2009
PU	Well Field C-8		2396 Campsite Road, Port Orange		6081AF001 230DSEJB / 230 KW	AST	2006
PU	Well Field C12		2426 Harley Road, Port Orange		6081AF001 230DSEJB / 230 KW	AST	2006
PU	Well Field C20		2440 Drema Way, Port Orange		10637305 432RSL4015 / 215 KW	AST	1986
PU	Well Field C17		2775 Artesian Way, Port Orange		1063-7305 432RSL / 215 KW	AST	1986
PU	Oceans Pump Station		2842 Ridge Road, Daytona Beach Shores		6068HF485 180RJC6DT3 / 180 KW	AST	1986
PU	Oceans Pump Station		2842 Ridge Road, Daytona Beach Shores		Day tank	AST	1986
PU	Wellfield C23		2905 Campsite Road, Port Orange		6081AF001 230DSEJB / 230 KW	AST	2006
PU	Herbert & Nova Lift Station #39		3655 Nova Road, Port Orange		6081AF001 150DSEJ / 150 KW	AST	2004
PW	Public Works Facility		407 Virginia Ave, Port Orange		Cummins 6CTA8.3 DGF5588551 / 175 KW emergency generator	AST	2006
PW	Public Works Facility		407 Virginia Ave, Port Orange		Kohler Generator/John Deer Power / 25 KW mounted	AST	2006
PW	Public Works Facility		407 Virginia Ave, Port Orange		Detroit 6063HK35 400DSE / 400 KW portable generator	AST	2006
PW	Public Works Facility		407 Virginia Ave, Port Orange		Fueling Facility - low sulphur diesel	UST	2005
PW	Public Works Facility		407 Virginia Ave, Port Orange		Fueling Facility - unleaded gasoline	UST	2005
PW	Fire Station #71		4200 Ridgewood Ave, Port Orange		Kohler 135R02J / 135 KW emergency generator	AST	2001
PU	Peninsula Pump Station		4270 South Atlantic Ave, Wilbur by the Sea		Day tank	AST	1977
PU	Peninsula Pump Station		4270 South Atlantic Ave., Wilbur by the Sea		6068HF485 180RJC6DT3 / 180 KW	AST	1977
PU	Garnsey Water Plant		4400 Wellfield Road, Port Orange		T123-7K36 1250DS4 / 1250 KW	AST	2001
PW	Police Station North		4545 Clyde Morris Blvd., Port Orange		Generac P222FE 10456910500 / 600 KW emergency generator	AST	2010
PW	Police Station South		4545 Clyde Morris Blvd., Port Orange		Generac P222FE 10456910500600 / KW emergency generator	AST	2010
P&R	Parks & Recreation Gymnasium		4655 City Center Circle, Port Orange		440FDR8024GG 10637305 / 155 KW emergency generator	AST	2012
PU	Ponce Inlet Lift Station #106		4668 S. Peninsula, Ponce Inlet		CAT 3116DJ 362G34606 / 100 KW	AST	1988
P&R	YMCA		4701 City Center Parkway, Port Orange		Kohler 350ROZD81 / 350 KW emergency generator	AST	1990
PU	Christianity Lift Station #11		5403 Christianity Ave., Port Orange		4045TF250 80DSEJB / 80 K	AST	2006
PU	Lab Operations Building		541 Ruth Street, Port Orange		MTU4R0113-DS50 / 50 KW emergency generator	AST	2015
PW	Ruth Street Pump Station		541 Ruth Street, Port Orange		Baldor DLC275-4JU John Deere 6090HF484 / 275 KW generator	AST	2015
P&R	Parks & Recreation Warehouse		5839 Trailwood Drive, Port Orange		John Deere Magnamite Genset / 45 KW emergency generator	AST	1990
PW	Trailwood Pump Station		5839 Trailwood Drive, Port Orange		Cummins Onan QTS30-G5 emergency generator / 750 KW	AST	2009
PU	Williamson Regional Lift Station #95		5955 S. Williamson Road, Port Orange		CAT3306 SR4 Genset / 260 KW	AST	2001
PW	Fire Station #72		6027 Central Park West, Port Orange		John Deere 6068HF485 / 200 KW emergency generator	AST	2009
P&R	Cypress Head Pump Station		6262 Williamson Blvd., Port Orange		10637405 432RSL4511BH / 200 KW	AST	1986
PU	Countryside Lift Station #46		633 Taylor Road, Port Orange		4045TF250 60DSEJB / 60 KW	AST	1998
PW	Fire Station #74		6701 Airport Road, Port Orange		Generac 98A037985 9G22T878008867 / 130 KW emergency generator	AST	2000
PW	Fire Station #74		6701 Airport Road, Port Orange		Fueling Facility - low sulphur diesel	UST	2000
PU	Portable Lift Station #1		817 Oak Street, Port Orange		Onan 4BT3.9G4 DGC84491442 / 60 KW emergency generator	AST	2006
PU	Portable Lift Station #2		817 Oak Street, Port Orange		Onan 4BT3.9G4 DGC84491442 / 60 KW emergency generator	AST	2006
PU	Wastewater Treatment Plant Unit 1 North		817 Oak Street, Port Orange		R1637K36 900DSE4 / 900 KW	AST	2004
PU	Wastewater Treatment Plant Unit 2 South		817 Oak Street, Port Orange		R1637K36 900DSE4 / 900 KW	AST	2004

Storage Tank Schedule and Retroactive Dates:

These tanks are listed on the Storage Tank Policy and require Financial Responsibility.

407 Virginia Avenue Port Orange	2 tanks	6/21/03 – UST/Site Policy
817 Oak Street, Port Orange	2 tanks	6/21/03
1090 City Center Circle, Port Orange	1 tank	6/21/03
1395 Dunlawton Avenue, Port Orange	2 tanks	6/21/03 – UST/Site Policy
1701 Town Center West, Port Orange	1 tank	6/21/10
4400 Wellfield Road, Port Orange	1 tank	6/21/03
4545 Clyde Morris Blvd, Port Orange	2 tanks	12/30/09
5839 Trailwood Drive, Port Orange	1 tank	6/21/03
6027 Central Park West, Port Orange	1 tank	6/21/10
6701 Airport Road, Port Orange	1 tank	6/21/03 – UST/Site Policy
541 Ruth Street, Port Orange	1 tank	6/21/17

Retroactive Date for Coverage 2B: Non Owned Disposal Sites:

6/21/13

Site Coverage - Insured Locations and Retroactive Dates:

1) 407 Virginia Avenue Port Orange	6/21/03	
2) 633 Taylor Road, Port Orange	6/21/03	
3) 817 Oak Street, Port Orange	6/21/03	(Lift Station & WW Treatment)
4) 1000 City Center Circle, Port Orange	6/21/03	
5) 1090 City Center Blvd, Port Orange	6/21/03	
6) 1264 Richel Road, Port Orange	6/21/03	
7) 1395 Dunlawton Avenue, Port Orange	6/21/03	
8) 1701 Town Center West, Port Orange	6/21/10	
9) 1999 City Center Circle, Port Orange	6/21/07	
10) 2396 Campsite Road, Port Orange	6/21/10	
11) 2426 Harley Rd, Port Orange	6/21/10	
12) 2440 Drema Way, Port Orange	6/21/03	
13) 2775 Artesian Way, Port Orange	6/21/03	
14) 2842 Ridge Rd, Daytona Beach Shores	6/21/03	
15) 2905 Campsite Rd, Port Orange	6/21/03	
16) 3655 Nova Road, Port Orange	6/21/03	
17) 4200 Ridgewood Avenue, Port Orange	6/21/03	
18) 4270 S. Atlantic Ave, Wilbur by the Sea	6/21/03	
19) 4400 Wellfield Road, Port Orange	6/21/03	
20) 4545 Clyde Morris Blvd, Port Orange	12/30/09	
21) 4668 S. Peninsula, Ponce Inlet	6/21/03	
22) 4701 City Center Parkway, Port Orange	6/21/03	
23) 5403 Christiancy, Port Orange	6/21/10	
24) 5839 Trailwood Drive, Port Orange	6/21/03	
25) 6027 Central Park West, Port Orange	6/21/10	
26) 6262 Williamson Blvd, Port Orange	6/21/03	
27) 6701 Airport Road, Port Orange	6/21/03	
28) 4655 City Center Circle, Port Orange	6/21/03	
29) 5955 S Williamson Rd	6/21/17	
30) 541 Ruth Street	6/21/17	

Aspen Specialty Insurance Company

Environmental Legal Liability Policy – SITE coverage

Coverage Form: Claims Made Form (ASPENV110 0617)

Retroactive Dates: See pages 5 and 6 of proposal

Schedule of Underground StorageTanks: See page 5 of proposal

Summary of Coverage Provided:

The Environmental Legal Liability Policy covers bodily injury, property damage, cleanup costs, emergency response costs, business interruption and defense costs caused by pollution conditions arising from your operations. Legal expenses incurred for defense of any claim shall erode the applicable limit of liability.

A pollution incident means the discharge, emission, seepage, migration, dispersal, release or escape of any pollutant into or upon land, or any structure on land, the atmosphere or any watercourse or body of water including groundwater, providing such pollutant is not naturally present in the environment in the concentration or amounts discovered. Pollution incident also means the illicit abandonment by a third-party without the insured's consent. Pollution incident does NOT include microbial matter or Legionella pneumophila.

Insuring Agreements:

Insuring Agreement A: First Party Protection

Cleanup costs

Emergency Response

Environmental Crisis - \$250,000 Separate limit which doesn't erode aggregate

Business Interruption

Insured Location

Non-Owned Site

Transportation

Insuring Agreement B: Defense, Supplementary Payments & Settlement

Limit of Liability: HIGHER LIMITS ARE AVAILABLE (*Client chooses limit*)

Per Incident Limit	\$1,000,000
Aggregate Limit of Liability	\$1,000,000
Defense	Included above

Per Incident Deductible:

Per Incident:	\$25,000
Business Interruption	Equal to all amounts incurred during the 3 days of the business interruption including the first day.

Minimum Earned Premium: 100% per ASPENV275 0517

Aspen Specialty Insurance Company

Environmental Legal Liability Policy – SITE coverage (continued)

Exclusions include:

- Contractual liability
- Criminal Fines, Penalties and Assessments
- Damage to Insured's work
- Divested properties
- Employment Liability
- Identified Underground Storage Tanks (unless scheduled)
- Installed Asbestos and Lead-Based Paints
- Insured's Products
- Insured versus Insured
- Intentional Non-Compliance
- Internal Expenses
- Prior Knowledge/Non-Disclosure
- War
- Workers Compensation and Similar Laws
- Material change in Use
- Microbial Matter/Legionella Pneumophila
- Nuclear, Biological, Chemical, Radiological Terrorism
- Other Insurance
- Prior Claims
- Storage Tank System Repair, Replace or Upgrade Exclusion
- Total Terrorism

Conditions:

- Defense Costs are inside the limit of insurance
- 100% Minimum Earned Premium – No return for cancellation

Subject to:

- Signed Terrorism form
- Signed Surplus Lines Acknowledgement form

Aspen Specialty Insurance Company

Storage Tank Policy:

Coverage Form: Claims Made Form (ASPENV503 0717)

Summary of Coverage Provided: The Storage Tank Policy covers bodily injury or property damage resulting from a pollution incident from a storage tank system provided the claim is first made against the insured and reported to the insurer during the policy period or the extended reporting period, if any. It covers clean-up costs and corrective action in excess of the deductible. The insurer has the right and duty to pay defense expense and to defend the insured for any claim. That duty ends when the \$1,000,000 aggregate for defense costs is exhausted by payment of defense expenses.

Insuring Agreements:

Insuring Agreement A: Storage Tank System Liability Protection
Insuring Agreement B: Defense and Settlement

Limits of Liability: **HIGHER LIMITS ARE AVAILABLE** (*Client chooses limit*)

Insuring Agreement A - Each Incident Limit:	\$1,000,000
Insuring Agreement A - Aggregate Limit:	\$2,000,000
Insuring Agreement B - Aggregate Defense:	\$1,000,000

Retroactive Dates & Per Incident Deductible:

See Schedule -Form ASPENV506 0717 (Pages 10-13 of proposal)

Subject to:

Signed Terrorism Form and Signed Non-Admitted Disclosure
Signed Aspen Storage Tank application
Receipt of 3 consecutive periods of USEPA leak detection results for all USTs

Exclusions:

Contractual Liability
Fines, Penalties, Injunctive Relief
Divested Storage Tank Systems or Insured Locations
Employment Liability
Installed Asbestos and Lead
Insured versus Insured
Intentional Non-Compliance
Internal Expenses
Microbial Matter
Nuclear Hazard
Prior Knowledge
War
Vehicles
Non-Owned Disposal Sites

Policy No.:
Effective Date: 06/21/2018
Endorsement No.: 3



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURED LOCATION SCHEDULE NEW CONDITIONS ONLY RETROACTIVE DATE
ENDORSEMENT
(COVERAGE 1A. THROUGH 2D.)**

It is hereby agreed that the location(s) scheduled below are included as **insured location(s)** in Section **VII. DEFINITIONS**, Paragraph **W. Insured location** and the insuring agreement of each Coverage Section marked by an "X" is amended by adding the following sentence at the end thereof:

Provided, the **pollution incident** must have commenced on or after the Retroactive Date corresponding to the applicable **insured location**.

Insuring Agreements Subject to Retroactive Date

- 1.a. Clean-up ☒
- 1.b. Emergency Response ☒
- 1.c. Environmental Crisis ☒
- 1.d. Business Interruption ☒
- 2.a. Insured Location ☒
- 2.b. Non-Owned Site ☒
- 2.c. Transportation ☒
- 2.d. Covered Operations ☐

SCHEDULE

Insured location(s) Schedule	Retroactive Date
Location 1 : Public Works Facility 407 Virginia Ave Port Orange, FL 32127	06/21/2003
Location 2 : Countryside Lift Station 46 633 Taylor Road Port Orange, FL 32129	06/21/2003
Location 3 : Wastewater Plant Units 1 and 2 817 Oak Street Port Orange, FL 32127	06/21/2003

Location 4 : City Hall 1000 City Center Circle Port Orange, FL 32129	06/21/2003
Location 5 : Fire Station 73 1090 City Center Circle Port Orange, FL 32129	06/21/2003
Location 6 : Water Storage Tank and repump stations 1264 Richel Road Port Orange, FL 32119	06/21/2003
Location 7 : Old Police Station 1395 Dunlawton Ave Port Orange, FL 32127	06/21/2003
Location 8 : Fire Station 75 1701 Town Center West Port Orange, FL 32129	06/21/2010
Location 9 : Lakeside Pavilion 1999 City Center Circle Port Orange, FL 32129	06/21/2007
Location 10 : CR Well Field C 8 2396 Campsite Road Port Orange, FL 32129	06/21/2010
Location 11 : Well Field C 12 2426 Harley Road Port Orange, FL 32129	06/21/2010
Location 12 : CR Well Field C 20 2440 Drema Way Port Orange, FL 32119	06/21/2003
Location 13 : CR Well Field C 17 2775 Artesian Way Port Orange, FL 32119	06/21/2003
Location 14 : Ocean Pump Stations 2842 Ridge Road Daytona Beach Shores, FL 32119	06/21/2003
Location 15 : CR Well Field C 23 2905 Campsite Road Port Orange, FL 32129	06/21/2003
Location 16 : Herbert and Nova Lift Station 39 3655 Nova Road	06/21/2003

Port Orange, FL 32129	
Location 17 : Fire Station 71 4200 Ridgewood Avenue Port Orange, FL 32129	06/21/2003
Location 18 : Peninsula Pump Stations and Waste Water Treatment Plant 4270 South Atlantic Avenue Port Orange, FL 32127	06/21/2003
Location 19 : Garnsey Water Plant 4400 Wellfield Road Port Orange, FL 32127	06/21/2003
Location 20 : Portable Lift Station 817 Oak Street Port Orange, FL 32127	06/21/2003
Location 21 : Police Station 4545 Clyde Morris Blvd. Port Orange, FL 32129	12/30/2009
Location 22 : Rain Water Supply Wells 4668 S. Peninsula Ponce Inlet Ponce Inlet, FL 32127	06/21/2003
Location 23 : YMCA 4701 City Center Parkway Port Orange, FL 32129	06/21/2003
Location 24 : Christianity Lift Station 11 5403 Christianity Ave. Port Orange, FL 32129	06/21/2010
Location 25 : Parks and Recreation Warehouse and Pump Station 5839 Trailwood Drive Port Orange, FL 32129	06/21/2003
Location 26 : Fire Station 72 6027 Central Park West Port Orange, FL 32129	06/21/2010
Location 27 : Cypress Head Pump Station 6262 Williamson Blvd. Port Orange, FL 32127	06/21/2003
Location 28 : Fire Station 74 6701 Airport Road Port Orange, FL 32127	06/21/2003
Location 29 : Parks and Rec Gym	06/21/2013

4655 City Center Circle Port Orange, FL 32129	
Location 30 : Williamson Regional Lift Station 5955 S. Williamson Road Port Orange, FL 32127	06/21/2017
Location 31 : Central Lab and Ruth St. Pump Station 541 Ruth Street Port Orange, FL 32127	06/21/2017

All other terms and conditions of this Policy remain unchanged.

Policy No.:
Effective Date: 06/21/2018
Endorsement No.: 13



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNDERGROUND STORAGE TANK SCHEDULE WITH
RETROACTIVE DATE ENDORSEMENT**

It is hereby agreed that Section II. **EXCLUSIONS**, Paragraph **F. Identified Underground Storage Tanks**, does not apply to the **underground storage tanks** scheduled below on this Endorsement and located on an **insured location**, but only with respect to **pollution incidents** that first commence on or after the retroactive date shown below corresponding to the applicable **underground storage tank**:

SCHEDULE

<u>Underground Storage Tank(s) Schedule</u>	<u>Tank Size (gallons)</u>	<u>Tank Contents</u>	<u>Retroactive Date</u>
Location 1 : Public Works Facility 407 Virginia Ave Port Orange, FL 32127 Tank 1	12,000	Diesel	06/21/2003
Location 1 : Public Works Facility 407 Virginia Ave Port Orange, FL 32127 Tank 2	12,000	UG	06/21/2003
Location 4 : Old Police Station and Fueling facility 1395 Dunlawton Ave. Port Orange, FL 32127 Tank 1	12,000	UG	06/21/2003
Location 4 : Old Police Station and Fueling facility 1395 Dunlawton Ave. Port Orange, FL 32127 Tank 2	2,000	Diesel	06/21/2003
Location 10 : Fire Station 74 Fuelling Facility 6701 Airport Road Port Orange, FL 32129 Tank 1	3,000	Diesel	06/21/2003

All other terms and conditions of this Policy remain unchanged.

SUMMARY OF PREMIUMS AND RELATED INFORMATION

<u>Premiums as Proposed</u>	<u>Expiring</u>	<u>Renewal</u>
Storage Tank Liability	\$ 5,185.00	\$ 5,185.00
Site Pollution Liability	\$19,250.00	\$19,250.00
TOTAL:	<u>\$24,435.00</u>	<u>\$24,435.00</u>

Payment Plan: Annual premium is due in full at time of binding coverage.

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

* **Rating Guide:** A++ to C- = Highest to lowest rating
XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
**	Environmental Liability Insurance	Aspen Specialty Insurance Co.	A	15

**** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.**

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide

<i>Secure</i>	<i>Vulnerable</i>
A++ , A+ (Superior)	B , B- (Fair)
A , A- (Excellent)	C++ , C+ (Marginal)
B++ , B+ (Good)	C , C- (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide

<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>	<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>
I	Less than 1	IX	250 to 500
II	1 to 2	X	500 to 750
III	2 to 5	XI	750 to 1,000
IV	5 to 10	XII	1,000 to 1,250
V	10 to 25	XIII	1,250 to 1,500
VI	25 to 50	XIV	1,500 to 2,000
VII	50 to 100	XV	2,000 or greater
VIII	100 to 250		

**NON-ADMITTED CARRIER DISCLAIMER
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Port Orange.

Named Insured

Signature of Insured's Authorized Representative

Date

Aspen Specialty Insurance Co.

Name of Excess and Surplus Lines Carrier

Property

Type of Insurance

05/01/2018 -05/01/2019

Effective Date of Coverage

Bobbi Barlow

A013832

Producing Agent Name

License Number

Premium	\$ 19,215.00	\$ 5,150.00
Filing Fee	\$ 35.00	\$ 35.00
Provider Fee		.
Terrorism Premium		.
Florida Surplus Lines Tax - 5%		.
FSLSO Service Fee - 0.1%		.
EMPA Fee		.
Total Premium	\$ 19,250.00	\$ 5,185.00

APPENDIX

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Wholesale Broker/Managing General Agent: *UCPM Environmental Insurance*

This intermediary is not owned in whole or in part by Brown & Brown, Inc., the parent company of Brown & Brown of Florida, Inc.

Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to, underwriting; loss control; risk placement; coverage review; claims coordination with the insurance company and policy issuance. Compensation paid for these services may be up to 15% of the premium you pay for coverage, and any compensation paid for those services is derived from your premium payment. The fee, if any, for the Wholesale Insurance Broker's/Managing General Agent's services above is \$0.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at:
<http://www.bbinsurance.com/customerinquiry.shtml>.

**NON-ADMITTED CARRIER DISCLAIMER
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Port Orange.

Named Insured

Signature of Insured's Authorized Representative

Date

Aspen Specialty Insurance Co.

Name of Excess and Surplus Lines Carrier

Property

Type of Insurance

05/01/2018 -05/01/2019

Effective Date of Coverage

Bobbi Barlow

A013832

Producing Agent Name

License Number

Premium	\$ 19,215.00	\$ 5,150.00
Filing Fee	\$ 35.00	\$ 35.00
Provider Fee		.
Terrorism Premium		.
Florida Surplus Lines Tax - 5%		.
FSLSO Service Fee - 0.1%		.
EMPA Fee		.
Total Premium	\$ 19,250.00	\$ 5,185.00



POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.



I hereby **elect to** purchase the federal terrorism insurance coverage for the premium of 3% of quoted premium.



I hereby **reject** this offer of the federal terrorism insurance coverage and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism under my policy.

Applicant/Named Insured
Signature

Print Name

Date

Policy Number

Aspen Specialty Insurance
Company
Name of Insurer

**POLICYHOLDER DISCLOSURE.****NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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☒ I hereby **elect** to purchase the federal terrorism insurance coverage for the premium of 3% of quoted premium.

☐ I hereby **reject** this offer of the federal terrorism insurance coverage and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism under my policy.

Applicant/Named Insured
Signature

Print Name

Date

Policy Number

Aspen Specialty Insurance
Company
Name of Insurer



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/05/2018

Consent item: Yes

SUBJECT: (B7f) Rejection of all bids for ITB #18-14 for Police Evidence Room HVAC Renovations

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to reject all bids for the Evidence Room HVAC project.

SUMMARY: The project manager (Frank Flagg), owner representative (Capt. McIlrath) and involved department heads (Lynn Stevens, Chief Grimaldi) all agree that this bid should be rejected. The reason for rejecting is that there was only one bidder and the bid was twice what current estimates projected the cost should be. The project will be re-bid with some changes to encourage more competition.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	ITB 18-14 Notice of Intent (05-10-18)	ITB 18-14 Notice of Intent (05-10-18).pdf
----	---------------------------------------	---

Aaron McIlrath	Created/Initiated - 05/10/2018
William Proctor	Approved - 05/11/2018
Thomas Grimaldi	Approved - 05/14/2018
Tracey Riehm	Approved - 05/16/2018
James Tillman	Approved - 05/16/2018
Margaret Roberts	Approved - 05/16/2018
Jake Johansson	Approved - 05/17/2018
Robin Fenwick	Final Approval - 05/17/2018



NOTICE OF INTENT TO REJECT ALL PROPOSALS

ITB #18-14

ITB #18-14 POLICE EVIDENCE ROOM HVAC RENOVATIONS

May 10, 2018

On May 1, 2018 purchasing received one (1) bid proposals for ITB #18-14 Police Evidence Room HVAC Renovations. After review of the solicitation response, City staff has decided to reject all bid proposals due to the fact that the proposal considerably exceeded the department's budget. The decision to reject all bid proposals will be presented to City Council on June 5, 2018.

David Battaglia
Purchasing Agent



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/05/2018

Consent item: Yes

SUBJECT: (B8) Resolution No. 18-13 - Calling a Primary and Regular Election for the purpose of electing three (3) City Council members and providing for the qualifying period and election dates

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-13.

SUMMARY: The purpose of this resolution is to establish the qualifying period and election dates for a primary and regular election to elect three (3) Council Members – Districts 1, 2 & 4.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-13	Reso. No. 18-13 .pdf
----	-----------------	----------------------

Robin Fenwick
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 05/07/2018
Approved - 05/22/2018
Approved - 05/22/2018
Final Approval - 05/22/2018

RESOLUTION NO. 18-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, CALLING A PRIMARY AND REGULAR ELECTION FOR THE PURPOSE OF ELECTING CITY COUNCIL MEMBERS - DISTRICTS 1, 2 AND 4; PROVIDING FOR THE QUALIFYING PERIOD AND ELECTION DATES; AUTHORIZING THE CITY CLERK TO MAKE ALL ARRANGEMENTS NECESSARY FOR SAID ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2008-35 approved by the City Council amended the Charter and established elections dates, a qualifying period and terms of office; and

WHEREAS, the Charter of the City of Port Orange, Florida, provides that a primary election and general election, if needed, shall be held in even-numbered years for electing city council members (including the Mayor).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. A primary election for Council Members in Districts 1, 2 and 4 shall be held ten (10) weeks prior to the first Tuesday after the first Monday in November 2018, to wit: August 28, 2018.

Section 2. A regular election for Council Members in Districts 1, 2 and 4, if needed, shall be held on the first Tuesday after the first Monday in November 2018, to wit: November 6, 2018.

Section 3. The qualifying period of the above described primary and regular elections for the City of Port Orange are hereby ratified and shall begin on Monday, June 18, 2018 at 12:00 noon. The final time of qualifying shall be Friday, June 22, 2018 at 12:00 noon. No petitions to qualify will be accepted by the City Clerk after that date and time.

Section 4. In the event not more than one person qualifies as a candidate for a designated seat on the City Council to be filled at an election, that seat shall not be listed on the primary or regular election ballot. Each unopposed candidate shall be deemed to have voted for himself/herself.

Section 5. The City Clerk is authorized to make all necessary arrangements for the above-described elections in accordance with the Charter of the City of Port Orange and applicable state law.

Section 6. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/05/2018

Consent item: Yes

SUBJECT: (B9) Resolution No. 18-14 - Seawall Coalition Participation

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-14.

SUMMARY: Jim Cason, former Mayor of Coral Gables, Florida is currently soliciting cities to participate in a coalition of government entities called the SeaWall Coalition. Along with increasing general understanding of the challenges and solutions to sea level rise Jim is working to build a coalition of elected officials, businesses, military groups, and community leaders to advocate for national solutions to improve coastal community resilience. Among the Florida cities that have joined are Ft. Lauderdale, St. Petersburg, Coral Gables, Del Ray Beach, Pompano Beach, Surfside, and Sunny Isles Beach. Many other cities are in the process of joining.

There is no cost of joining and no legal obligation. They are looking to provide a unified voice for coastal states at the federal level. They have experts and resources - including the data from FloodIQ - that could help our city in your planning for sea level rise. More importantly, they support a national policy to improve infrastructure and resilience for coastal communities, making sure our city has the federal and state resources needed to adapt to the challenge of sea level rise. As a nonpartisan group advocating for national solutions to sea level rise and flooding, they feel they are stronger with many members and are motivated to make a difference.

I have talked to the Virginia Marine Institute, Hampton Roads Military and Federal Facilities Alliance, Norfolk Military Economic Development Advisory Committee as well as the Army Corps of Engineers in Atlanta and Baltimore. All are members of the coalition and support at the Federal Level as well as Sherry Goodman who was previously the Under Secretary of Defense for Environmental Security. As this coalition gets larger it will be able to lobby effectively in addressing sea level rise.

Coalition deliverables:

- + Advocacy for federal funding and national solutions to sea level rise as part of a strong national nonpartisan group with D.C. presence and resources
- + Support and suggestions for policy, with a powerful media platform and tools to communicate with residents on sea level rise challenges and solutions
- + A forum for best practices and support in developing local and state-level responses to sea level rise flooding

Attached are the Seawall Coalition fact sheets and a brief from Stetson University on

Sea Level rise in Florida for reference.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 18-14	Resolution No. 18-14.pdf
2.	Evans Water Institute 4 30 16	Evans Water Institute 4 30 16.pdf
3.	Seawall Coalition Mission and Policies Digital	Seawall Coalition Mission and Policies Digital.pdf
4.	Seawall Coalition One-Pager	Seawall Coalition One-Pager.pdf

Robin Fenwick	Created/Initiated - 05/08/2018
Jake Johansson	Approved - 05/08/2018
Margaret Roberts	Approved - 05/22/2018
Jake Johansson	Approved - 05/22/2018
Robin Fenwick	Final Approval - 05/22/2018

RESOLUTION NO. 18-14

A RESOLUTION OF THE CITY COUNCIL OF CITY OF PORT
ORANGE, VOLUSIA COUNTY, FLORIDA, PROVIDING FOR
MEMBERSHIP IN THE SEAWALL COALITION; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, flooding during king tides is already a costly nuisance and a problem that if unaddressed will grow worse as sea levels continue to rise; and

WHEREAS, sea level rise has risen 8 inches since 1950 and its speed has increased threefold in recent years, with scientific projections forecasting another 8 inches of sea level rise in the next 20 years; and

WHEREAS, sea level rise of just 4 inches in the last 10 years has increased flooding state-wide by 400%; and

WHEREAS, sea level rise poses a unique threat to all Florida given the limestone bedrock beneath much of the state which allows rising sea water to infiltrate sewage systems and threaten groundwater supplies via salt water intrusion; and

WHEREAS, proactively investing to prevent flooding is a wiser use of resources than spending on flooding recovery, as exemplified by FEMA research showing that \$1 spent on disaster prevention saves \$4 in recovery costs; and

WHEREAS, the foregoing "WHEREAS clauses" are based on information provided to the City of Port Orange by the Seawall Coalition and have yet to be independently verified as to accuracy; and

WHEREAS, national coordination and support are necessary for coastal towns to fully address the challenge of sea level rise and flooding, and the Seawall Coalition provides a platform advocating for national solutions to sea level rise and flooding that invest in and protect our coastal communities; and

WHEREAS, the Seawall Coalition is a forum for best practices and support in developing local and state-level responses to sea level rise and flooding that will enhance the City's sea level rise effort; and

WHEREAS, sea level rise and flooding are important issues that our residents deserve to understand and the Seawall Coalition provides opportunities and tools to communicate with residents on sea level rise challenges and solutions; and

WHEREAS, joining the Seawall Coalition will aid the City's efforts to protect against flooding without requiring any financial support or dues from the City Council; and

WHEREAS, the City Council finds that joining the Seawall Coalition will promote the welfare of City's residents and ensure the prosperity of the City economy by accelerating solutions to sea level rise and flooding; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City of Port Orange recognizes the need to advance national solutions to sea level rise and flooding and will work as a member of the Seawall Coalition to safeguard the welfare of the City's residents.

Section 2. This resolution shall become effective upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L Fenwick, CMC, City Clerk

Adopted on the _____ day of _____

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

A View from the Trenches



*Miami Beach
April 13, 2013*

<http://s13.therealdeal.com/trd/m/up/2013/07/Miami-flooding-4-13-13.jpg.jpg>

*Sea Level Rise Planning
In SE Florida...*

(and a bit beyond)

Jason M. Evans, Ph.D.

April 30, 2016

Volusia County Water Summit

Institute for Water and Environmental Resilience

My Past Few Years



Outreach

Coastal Hazards

- > Climate Community of Practice
- > Crisis Response
- > Flood Insurance
- > Shoreline Change
- > Sea Level Rise
- > Tybee Island Sea Level Rise Plan
- > About the Project
- > Public Input and Outreach
- > Plan Outline
- > Planning Team
- > Media Coverage
- > Tybee Resources
- > St. Marys Flood Resiliency Plan
- > Hyde County, NC Adaptation Plan

- Communicating Science
- Healthy Coastal Ecosystems
- Safe and Sustainable Seafood
- Sustainable Development

Outreach



Research

Outreach > Coastal Hazards > Tybee Island Sea Level Rise Plan

Tybee Is Adapting

On the front lines of sea level rise, Tybee Island is a barrier island.

Georgia Sea Grant, the U.S. Army Corps of Engineers, and local communities prepare for a major storm surge.

The Tybee Island Sea Level Rise project that studies how sea level rise would impact low-lying areas. In early 2014, the Tybee Island Sea Level Rise project outlined adaptation actions for the planning horizon.

Tybee's proximity to the Atlantic Ocean means it is being given to study the infrastructure and sea level rise and the problems sea level rise poses for the island.

Navigate the

[About the Project](#)
Gain insight and management and

[Public Input and Outreach](#)
View meeting summaries and Sea Level Rise Planning on

[Plan Outline](#)
Learn more about the project

[Planning Team](#)
Get to know the team

Outreach > [Hyde County, NC Adaptation Plan](#)



Tybee Island Sea Level Rise project outlines adaptation actions for the planning horizon. Vulnerability, Consequences and Adaptation Planning Scenarios, or VCAPS, with Georgia's expertise in benefit/cost modeling.



The project provides the local community with policy recommendations for each community in the form of tailored resilience and adaptation plans.



Resiliency

Carolina Sea Grant plan for the future

Carolina Sea Grant, the University of Georgia Marine Institute and UGA Marine Institute, St. Marys, Ga. to develop a plan.

Carolina Sea Grant is a nationwide grant from the United States to undergo planning. Funded through a grant from the National Oceanic and Atmospheric Administration's National Sea Grant Program, the project is shared with other coastal states and nationwide through the partners include the Lamar Dodd School of Business and Design, both housed

and to tailor the plan with emergency Management Plan, focusing on the actions that may provide local

the procedures, timeline

used to shape the plan.

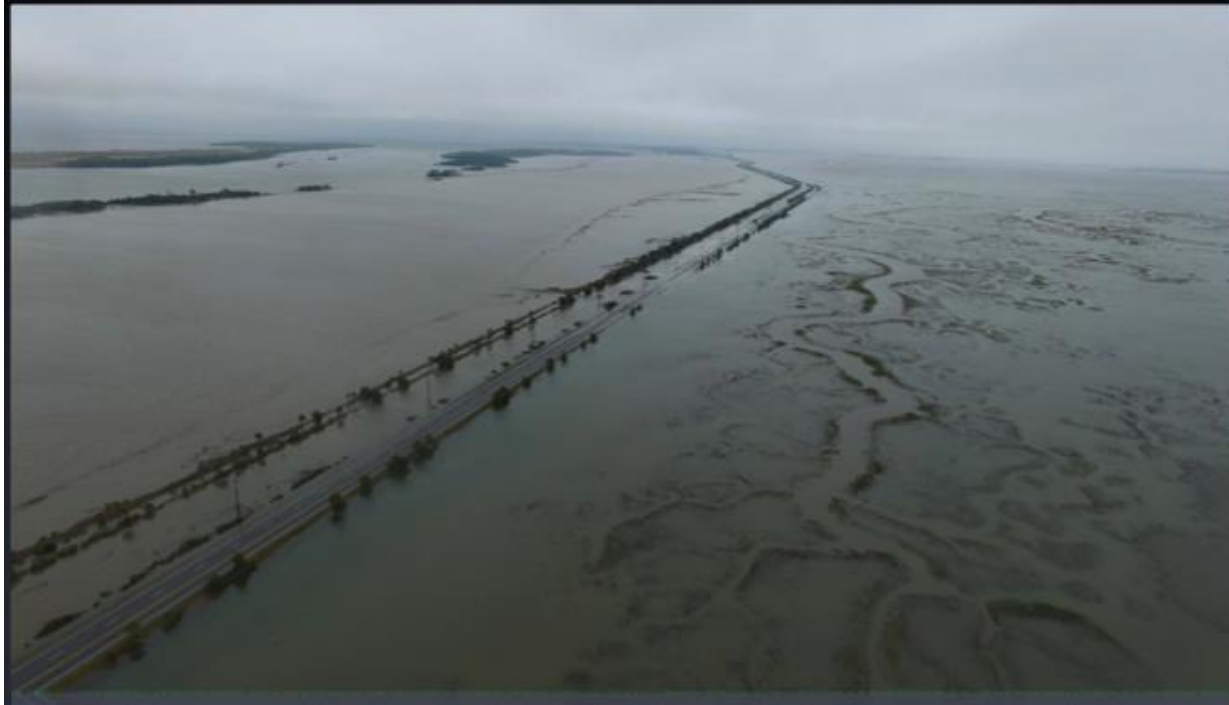
the project.



Jason Evans, Charles Hopkinson, Roger Weaver and Mayor John Morrissey meet to launch the St. Marys Flood Resiliency planning project.

Established in 1787, St. Marys is a historic city that is vulnerable to anticipated coastal changes, such as increased coastal flooding, rising seas and intensified storm surges.

US Highway 80, Tybee Island, GA



October 27, 2015
Credit: Tybee Island Police Dept

A Few More Pictures



Stillwright Way/Sexton Way, Key Largo 10/28/15
Photo Source: Jon Glista



North Blackwater Lane, Key Largo 10/9/15
Photo Source: Emilie Stewart



Grassy Way, Key Largo 9/29/15
Photo Source: Unknown



Adams Drive, Key Largo 9/29/15
Photo Source: Kim Weatherly



Waters Edge Colony, Stock Island 9/30/15
Photo Source: A. Higgins



Father Tony's Way, Big Pine Key 9/29/15
Photo Source: Greg Corning



Bernstein Park, Stock Island 9/29/15
Photo Source: A. Higgins



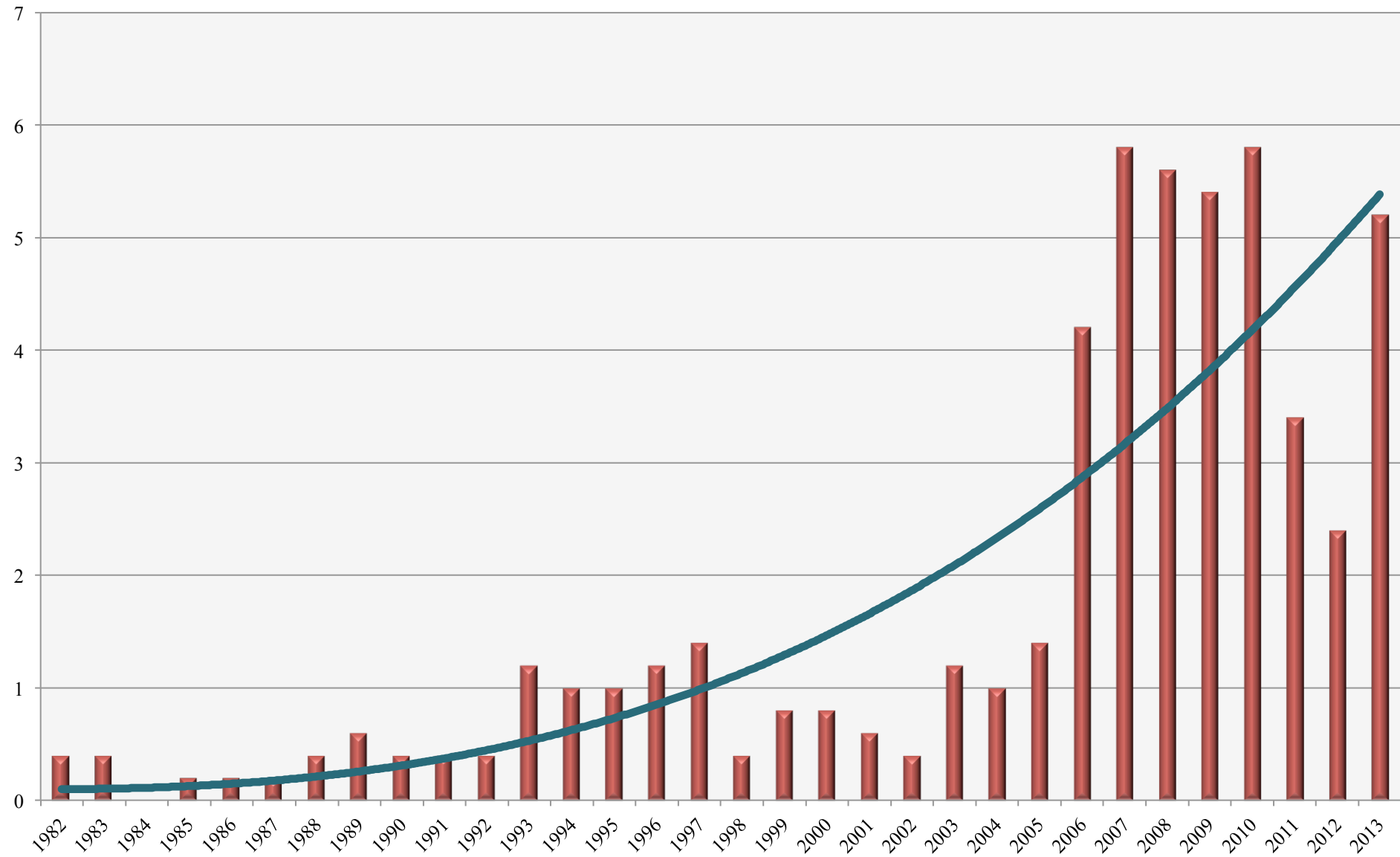
Kmart Plaza, Key West 9/29/15
Photo Source: Bob Shillinger

Bat Tower Road, Sugarloaf
10/9/15
Photo Source: Will Thompson



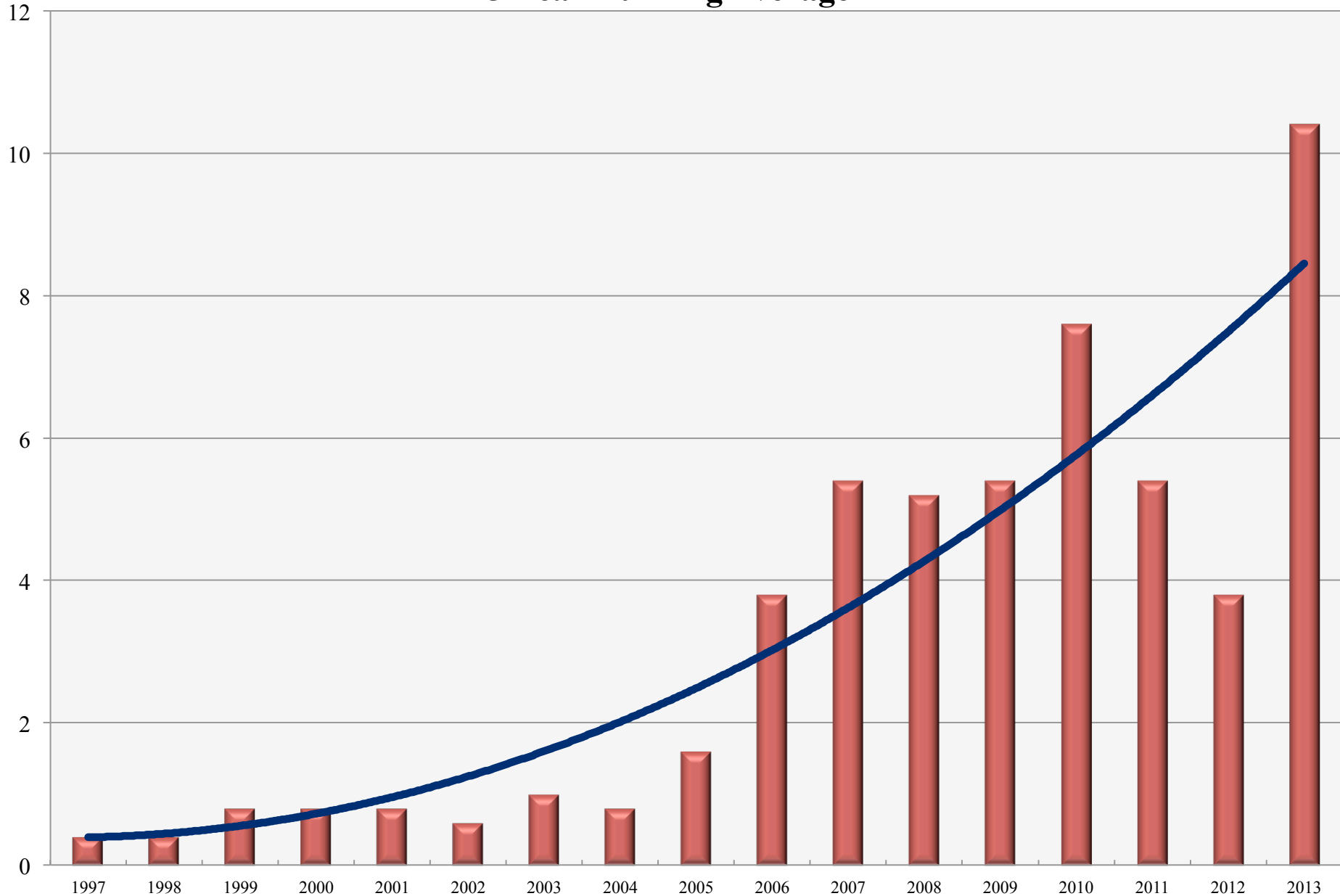
Nuisance Tidal Floods Per Year at Key West Tide Gauge

5-Year Running Average



Nuisance Tidal Floods Per Year at Vaca Key Tide Gauge

5-Year Running Average



SE Florida Regional Climate Change Compact

[Who We Are](#)[Calendar](#)[Compact Resources](#)[Related Links](#)[News](#)[The Summit](#)

About Us

The Compact was formalized following the 2009 Southeast Florida Climate Leadership Summit, when elected officials came together to discuss challenges and strategies for responding to the impacts of climate change. The Compact outlines an ongoing collaborative effort among the Compact Counties to foster sustainability and climate resilience at a regional scale.

[Read more here](#)



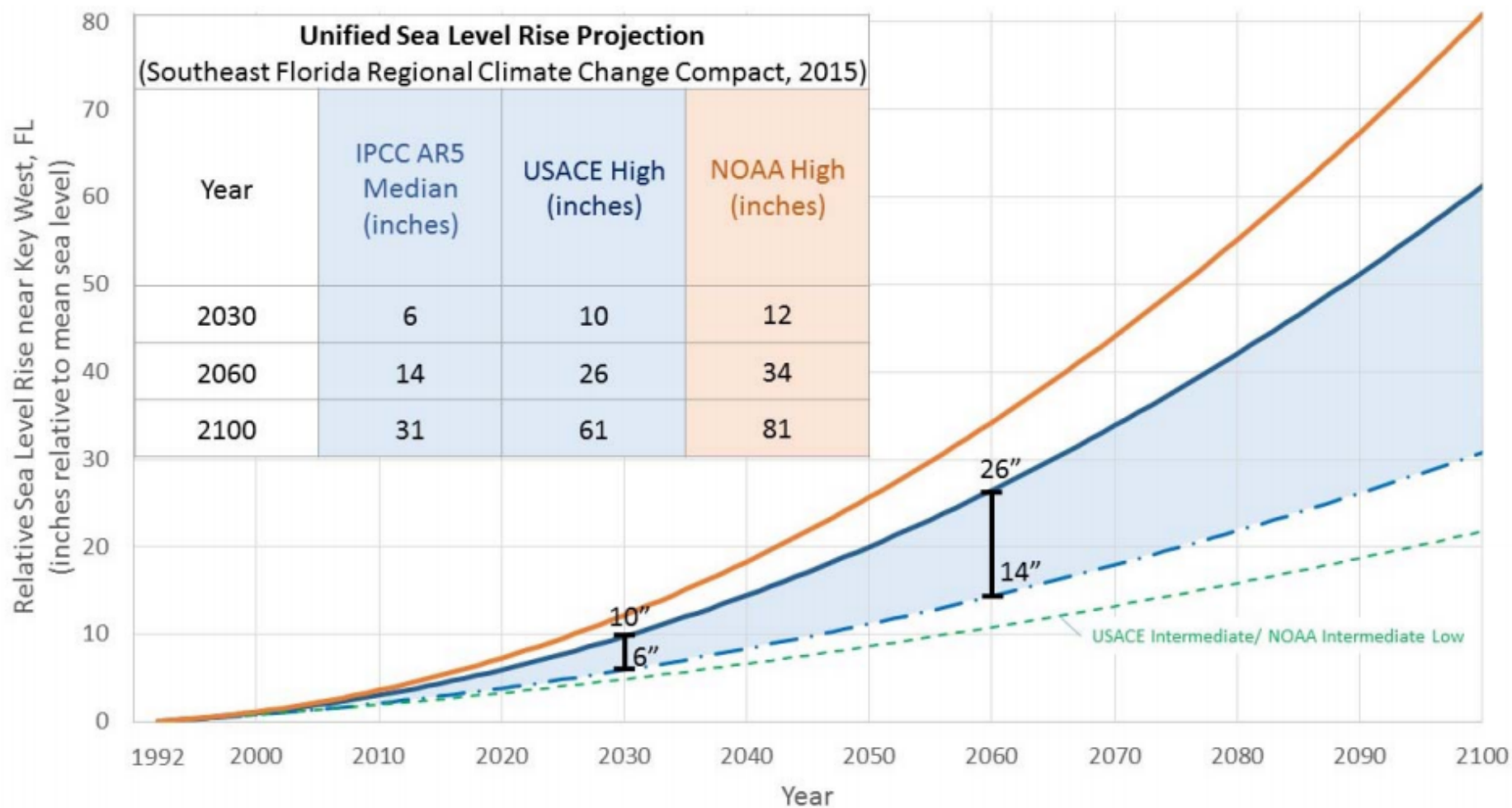


Figure 1: Unified Sea Level Rise Projection. These projections are referenced to mean sea level at the Key West tide gauge. The projection includes three global curves adapted for regional application: the median of the IPCC AR5 RCP8.5 scenario as the lowest boundary (blue dashed curve), the USACE High curve as the upper boundary for the short term for use until 2060 (solid blue line), and the NOAA High curve as the uppermost boundary for medium and long term use (orange solid curve). The incorporated table lists the projection values at years 2030, 2060 and 2100. The USACE Intermediate or NOAA Intermediate Low curve is displayed on the figure for reference (green dashed curve). This scenario would require significant reductions in greenhouse gas emissions in order to be plausible and does not reflect current emissions trends.

Overview of GreenKeys! Planning Process

GreenKeys!

A Plan to Create a Sustainable Florida Keys

**Sea Level Rise:
Forecasting Tools & Modeling**

**Sustainability:
GHGEs**

County Assets
Infrastructure
Habitat

Community
Impacts

Government Operations
Natural Systems
Built Environment
Health & Safety
Education, Arts & Community
Economy & Jobs
Equity & Empowerment

Slide credit: Erin Deady, P.A

Digitization of Elevation Certificate information for public facilities in Monroe County and the Village of Islamorada

Time-consuming and tedious, but the data are of the quality needed for site-level decision

Important: Read the instructions on pages 1-8.

SECTION A - PROPERTY INFORMATION		For Insurance Company Use:
A1. Building Owner's Name ISLAMORADA VILLAGE OF ISLANDS		Policy Number
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 142 SUNSHINE BLVD		Company NAIC Number
City TAVERNIER	State FL	ZIP Code 33070
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) PART OF TRACT D, PLANTATION TROPICAL PARK		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) NON-RESIDENTIAL		
A5. Latitude/Longitude: Lat. N 25.00189 Long. W 080.53608 Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983		
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number: 1		
A8. For a building with a crawl space or enclosure(s), provide: a) Square footage of crawl space or enclosure(s) 0 sq ft b) No. of permanent flood openings in the crawl space or enclosure(s) walls within 1.0 foot above adjacent grade 0 c) Total net area of flood openings in A8.b 0 sq in		A9. For a building with an attached garage, provide: a) Square footage of attached garage NA sq ft b) No. of permanent flood openings in the attached garage walls within 1.0 foot above adjacent grade c) Total net area of flood openings in A9.b NA sq in

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number VILLAGE OF ISLAMORADA 120424		B2. County Name MONROE		B3. State FLORIDA	
B4. Map/Panel Number 12067C0693	B5. Suffix K	B6. FIRM Index Date 2-16-05	B7. FIRM Panel Effective/Revised Date 2-16-05	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AE, use base flood depth) 8'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in item B9. ☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other (Describe)					
B11. Indicate elevation datum used for BFE in item B9: ☒ NGVD 1929 ☐ NAVD 1988 ☐ Other (Describe)					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Designation Date ☐ CBRS ☐ OPA ☐ Yes ☒ No					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)	
C1. Building elevations are based on: ☐ Construction Drawings ☐ Building Under Construction ☒ Finished Construction *A new Elevation Certificate will be required when construction of the building is complete.	
C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, ARA, ARAE, AR/A1-A30, AR/AH, AR/AO. Complete items C2.a-g below according to the building diagram specified in item A7. Benchmark Utilized G-276, EL. 9.259' Vertical Datum NGVD 1929 Conversion/Comments	
a) Top of bottom floor (including basement, crawl space, or enclosure floor)	8.0 feet ☒ meters (Puerto Rico only)
b) Top of the next higher floor	8.0 feet ☒ meters (Puerto Rico only)
c) Bottom of the lowest horizontal structural member (V Zones only)	8.0 feet ☒ meters (Puerto Rico only)
d) Attached garage (top of slab)	8.0 feet ☒ meters (Puerto Rico only)
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment in Comments)	8.0 feet ☒ meters (Puerto Rico only)
f) Lowest adjacent (finished) grade (LAG)	3.8 feet ☒ meters (Puerto Rico only)
g) Highest adjacent (finished) grade (HAG)	5.2 feet ☒ meters (Puerto Rico only)

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION	
This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.	
☒ Check here if comments are provided on back of form.	
Certifier's Name DAVID S. MASSEY	License Number PSMMS125
Title PROFESSIONAL SURVEYOR & MAPPER	Company Name DAVID MASSEY LAND SURVEYING, INC. LB #9958
Address 8888 OVERSEAS HWY, P.O. BOX 619	City TAVERNIER
State FL	ZIP Code 33070
Signature 	Date 8/27/09
Telephone 305-853-0066	



Parcel Boundary

***Centroid elevation =
5.6 feet (NGVD29)***

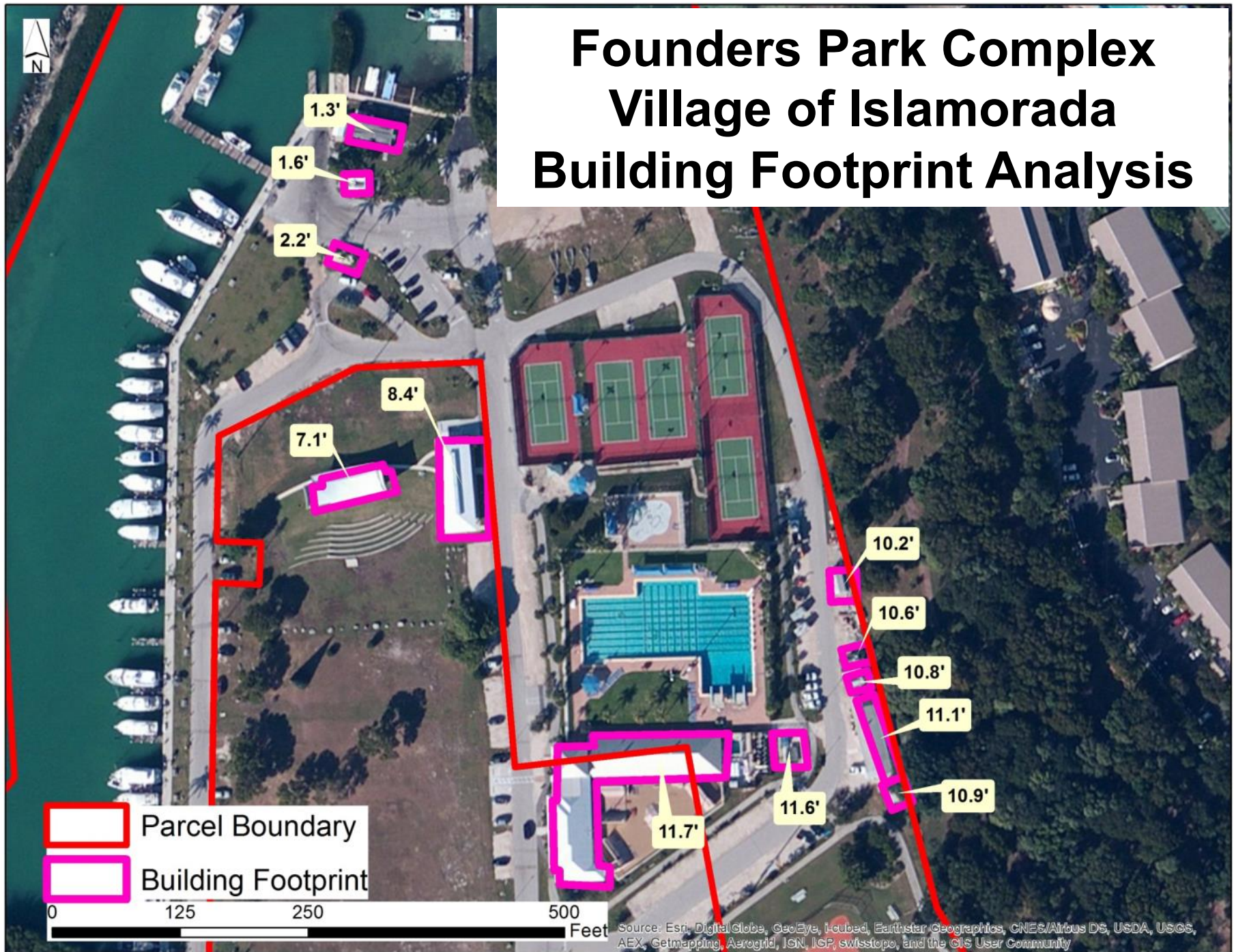
***100 year floodplain height
of centroid = 8 feet
(NGVD29)***

Founders Park Complex Village of Islamorada

0 125 250 500
Feet

Sources: Esri, DigitalGlobe, GeoEye, iSat, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Founders Park Complex Village of Islamorada Building Footprint Analysis

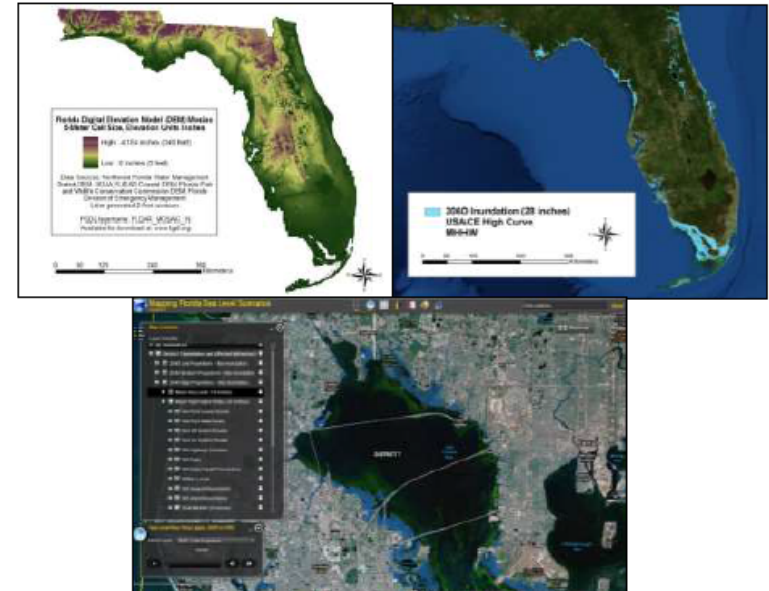


Roads Analysis

DEVELOPMENT OF A GEOGRAPHIC INFORMATION SYSTEM (GIS) TOOL FOR THE PRELIMINARY ASSESSMENT OF THE EFFECTS OF PREDICTED SEA LEVEL AND TIDAL CHANGE ON TRANSPORTATION INFRASTRUCTURE

Based on FDOT Sea Level Rise Sketch Tool *

Developed by University of Florida



FDOT Contract# BDK75 977-63
September 2013
Final Report



Prepared by
Alexis Thomas
Dr. Russell Watkins
The GeoPlan Center
Department of Urban & Regional Planning
University of Florida



Funded by
Florida Department of
Transportation

*General planning assessment tool requires additional data for use in site-level decisions

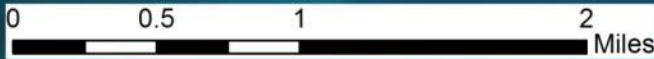
<http://sls.geoplan.ufl.edu/documents-links/>



Sigsbee Annex

Key West

Stock Island



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Road flooding, 3 inches of sea level rise (2030 Low)









Homeland Security News Wire

BIOMETRICS BORDER/IMMIG. BUSINESS CYBERSECURITY

PUBLIC SAFETY PUBLIC HEALTH REGIONAL SCI-TECH

Coastal infrastructure

\$500 million, 5-year plan to help Miami Beach withstand sea-level rise

Published 6 April 2015

 Share |    

Miami Beach is investing up to \$500 million in a new five-year plan to fortify its coastline against flooding caused by sea-level rise. Between seventy to eighty pumps that will be installed to drain the streets of water as it comes in. Additionally, the city is planning to raise roadways and sidewalks by 1.5 to 2 feet along the western side, which faces the Biscayne Bay. Florida is already seen as one of the most vulnerable states to climate change. Over the past 100 years, sea levels along the coast have risen 8 to 9 inches and are expected to rise by between three and seven inches within the next fifteen years, according to federal government projections.



Flooding Solutions

#MBRisingAbove

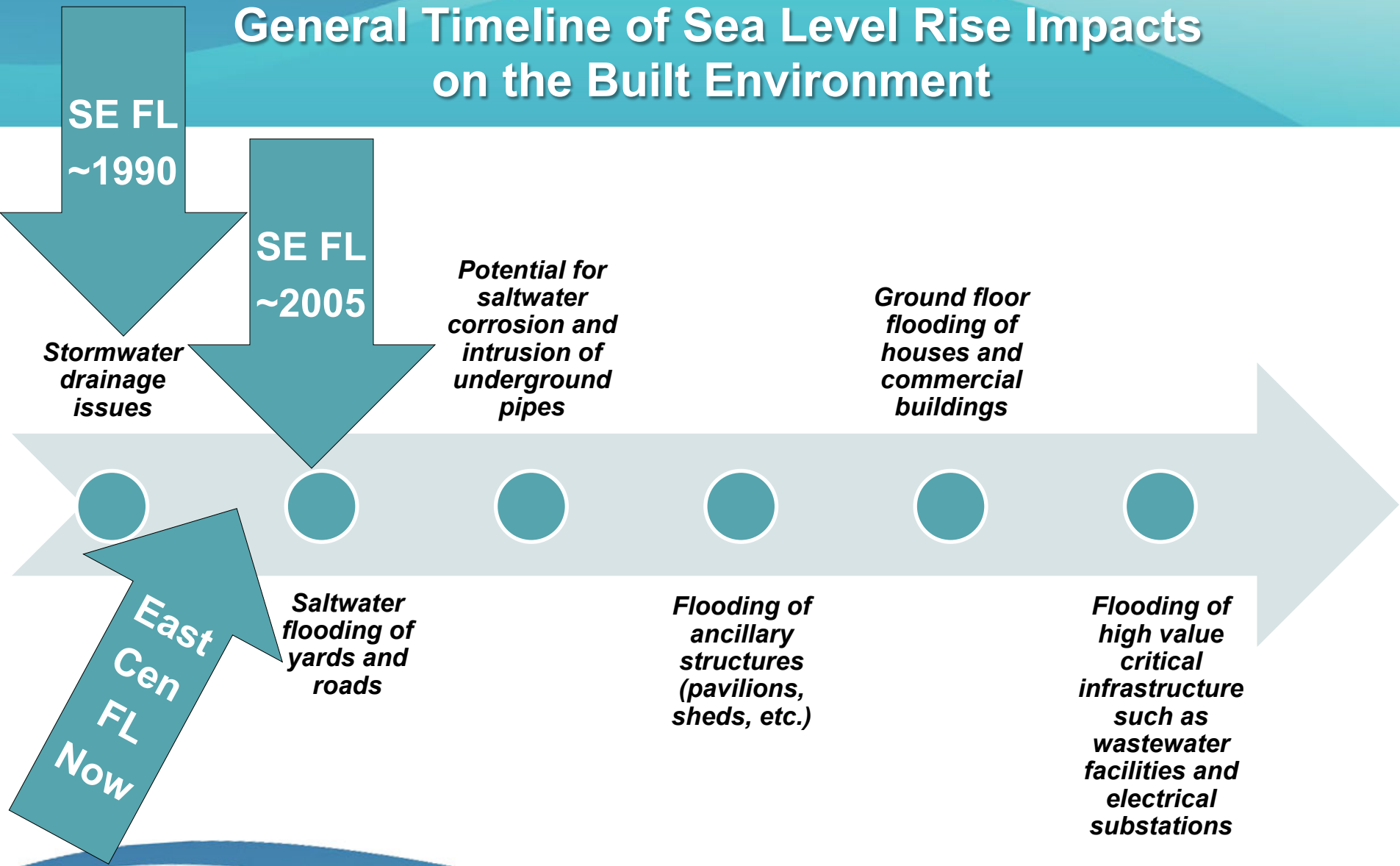
MIAMIBEACH

MBRisingAbove.com



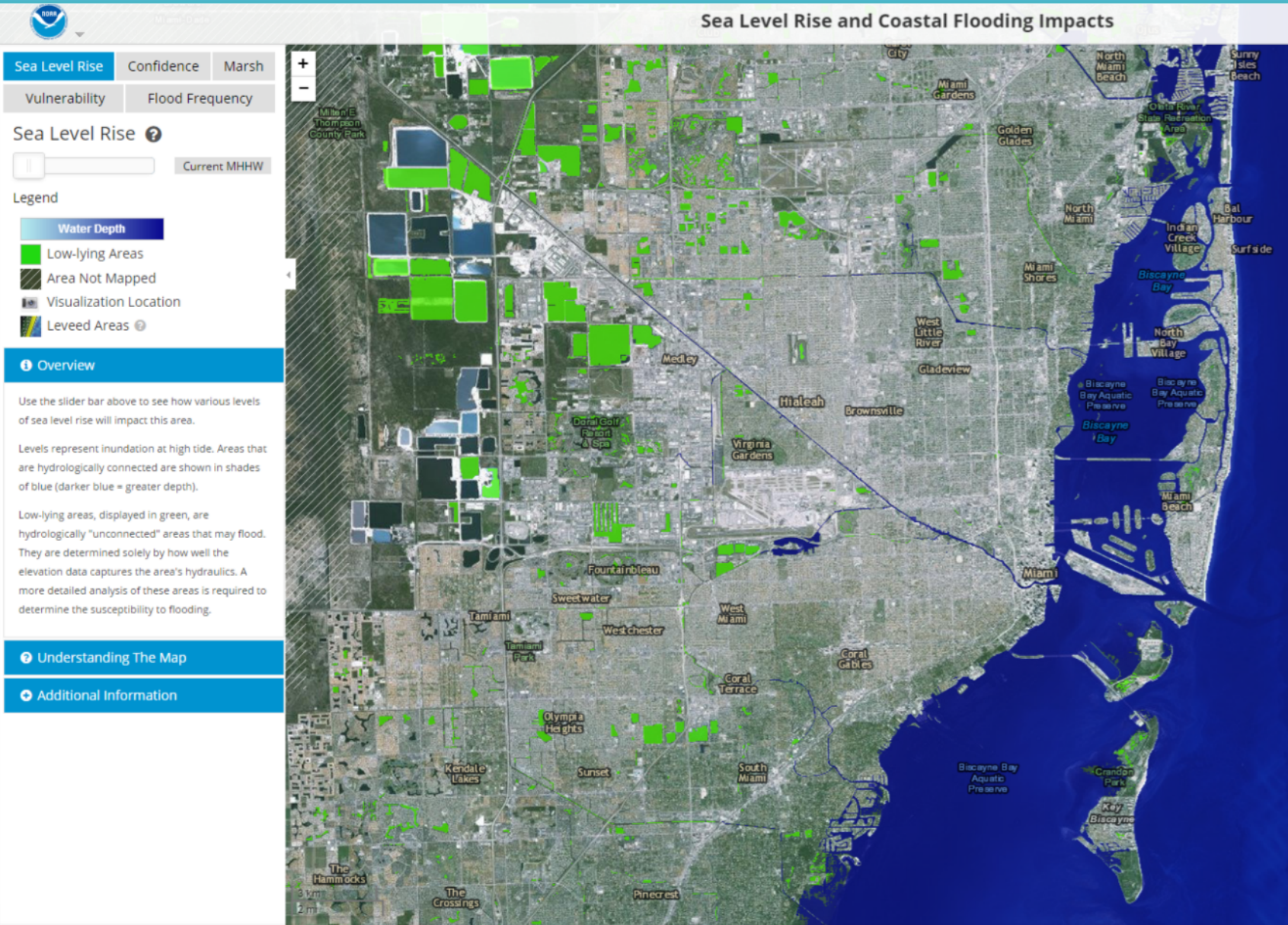


General Timeline of Sea Level Rise Impacts on the Built Environment



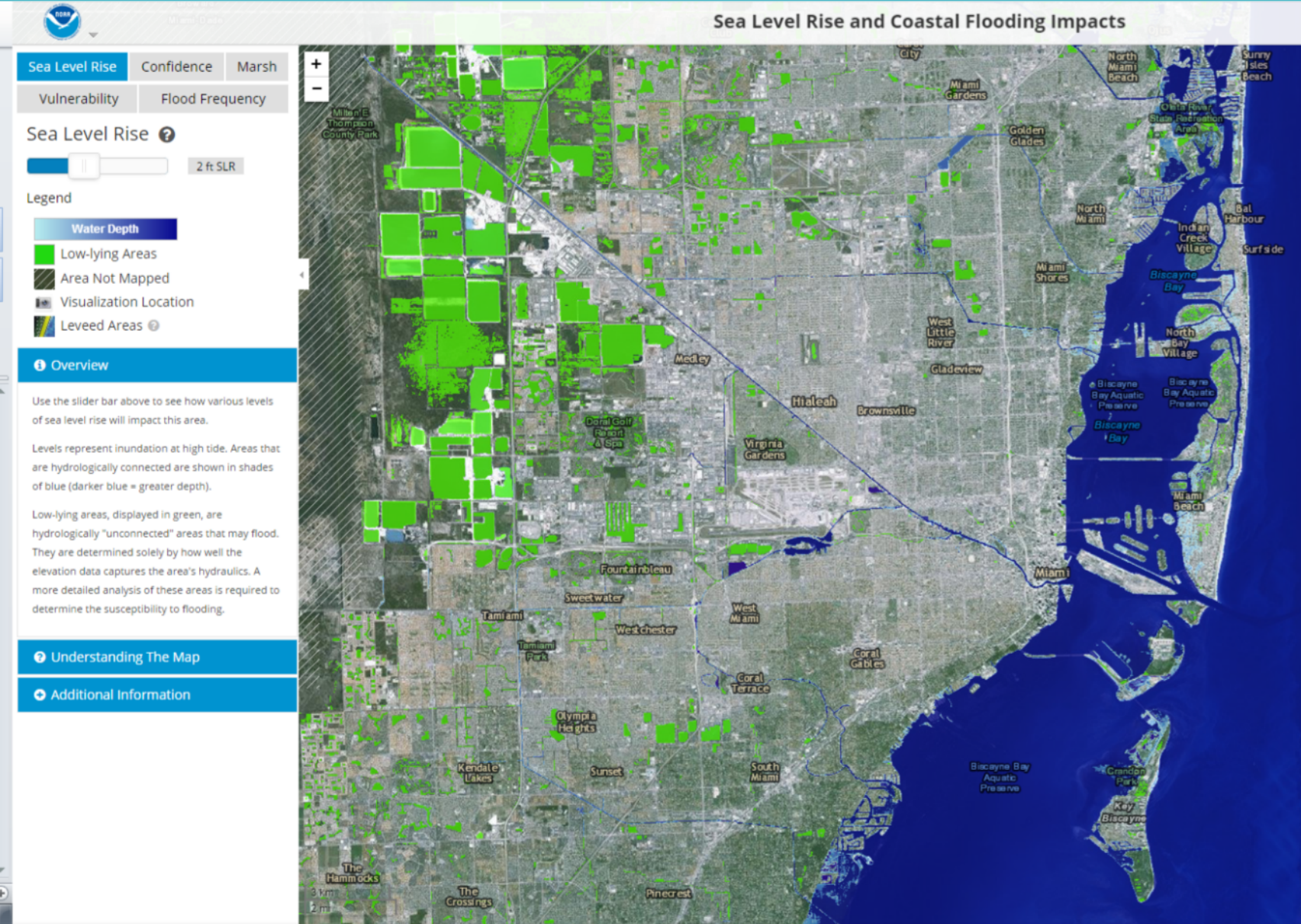
NOAA Sea Level Rise Viewer

<https://coast.noaa.gov/slr/>



NOAA Sea Level Rise Viewer

<https://coast.noaa.gov/slr/>

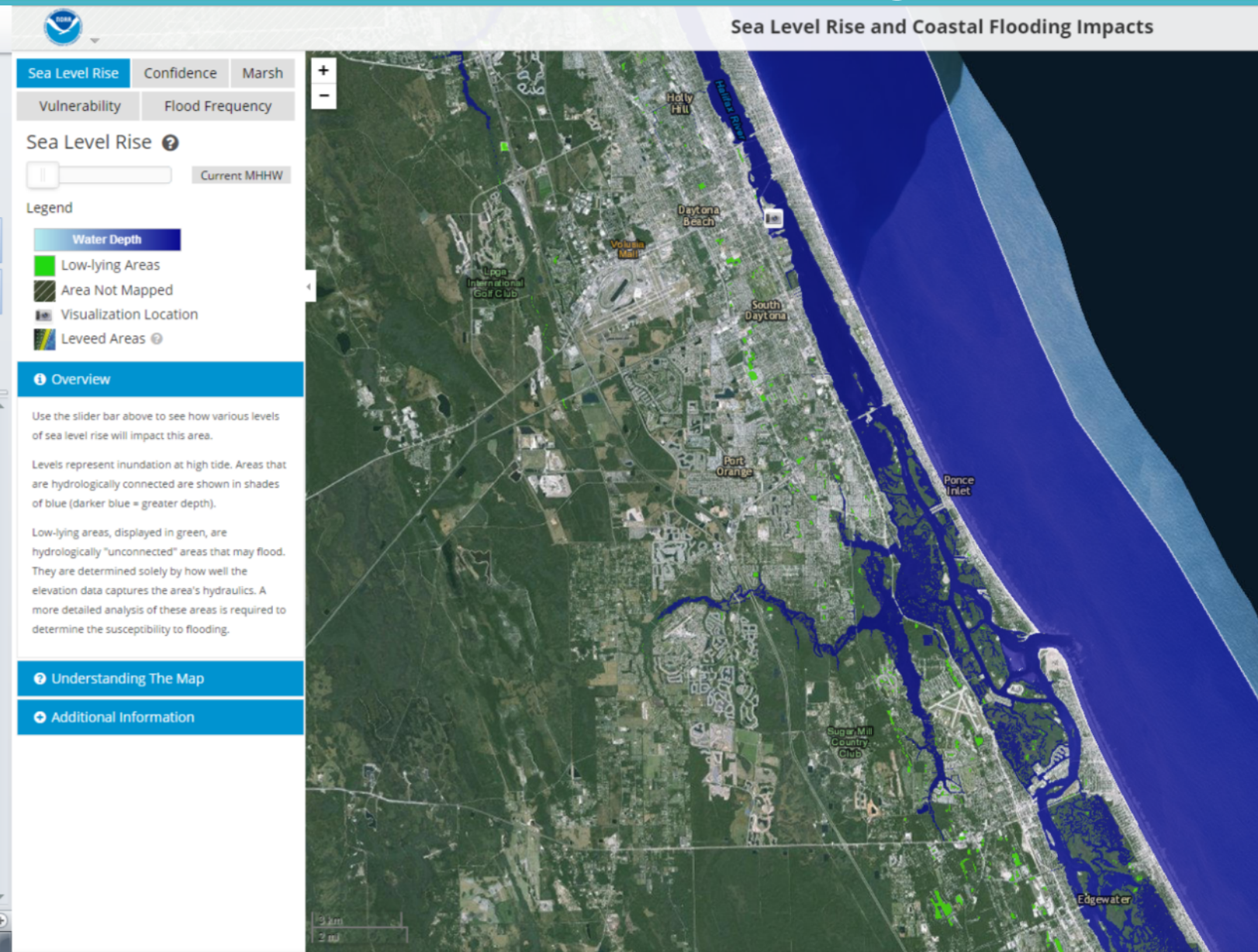


<https://coast.noaa.gov/slr/>



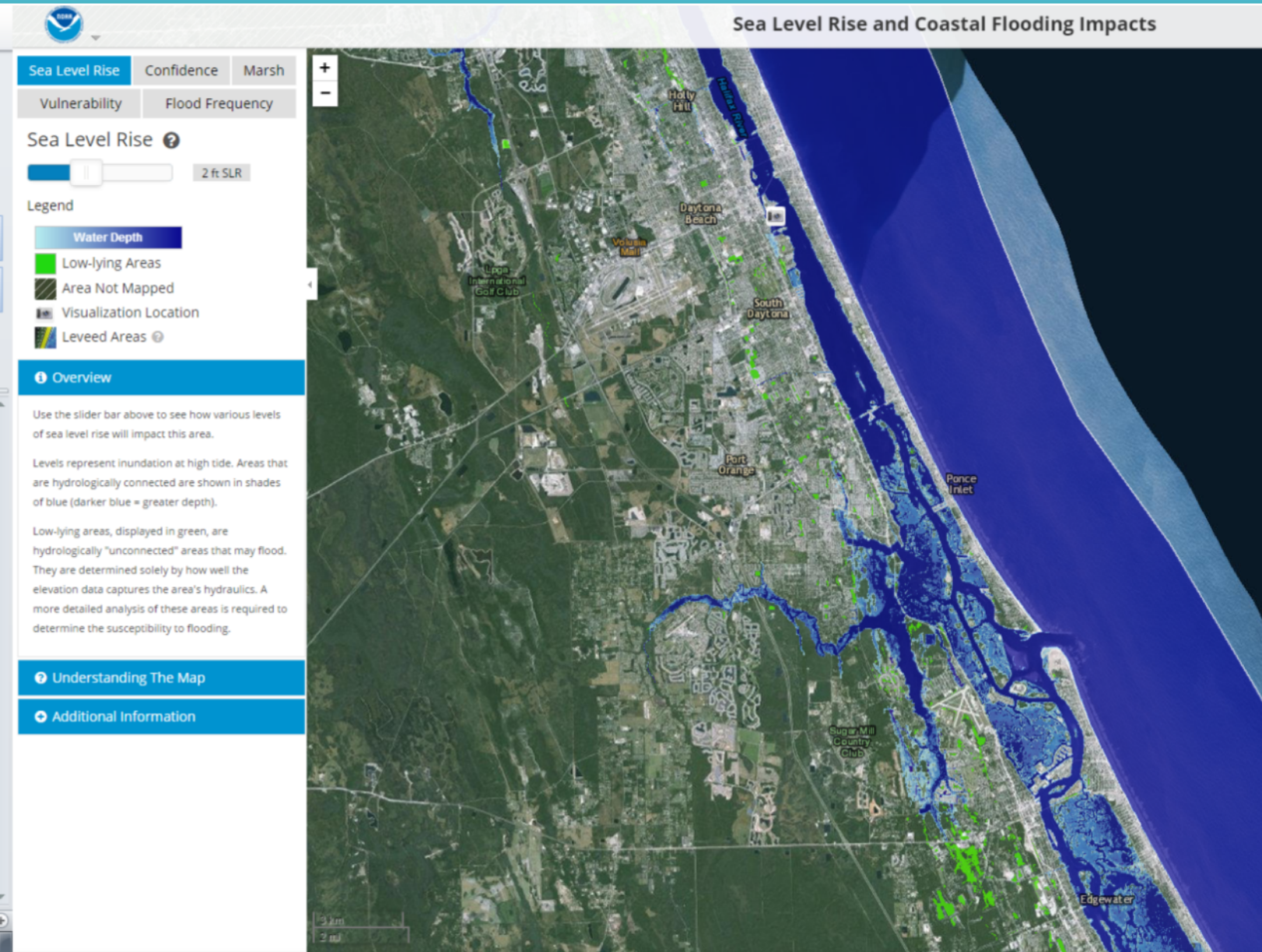
NOAA Sea Level Rise Viewer

<https://coast.noaa.gov/slr/>



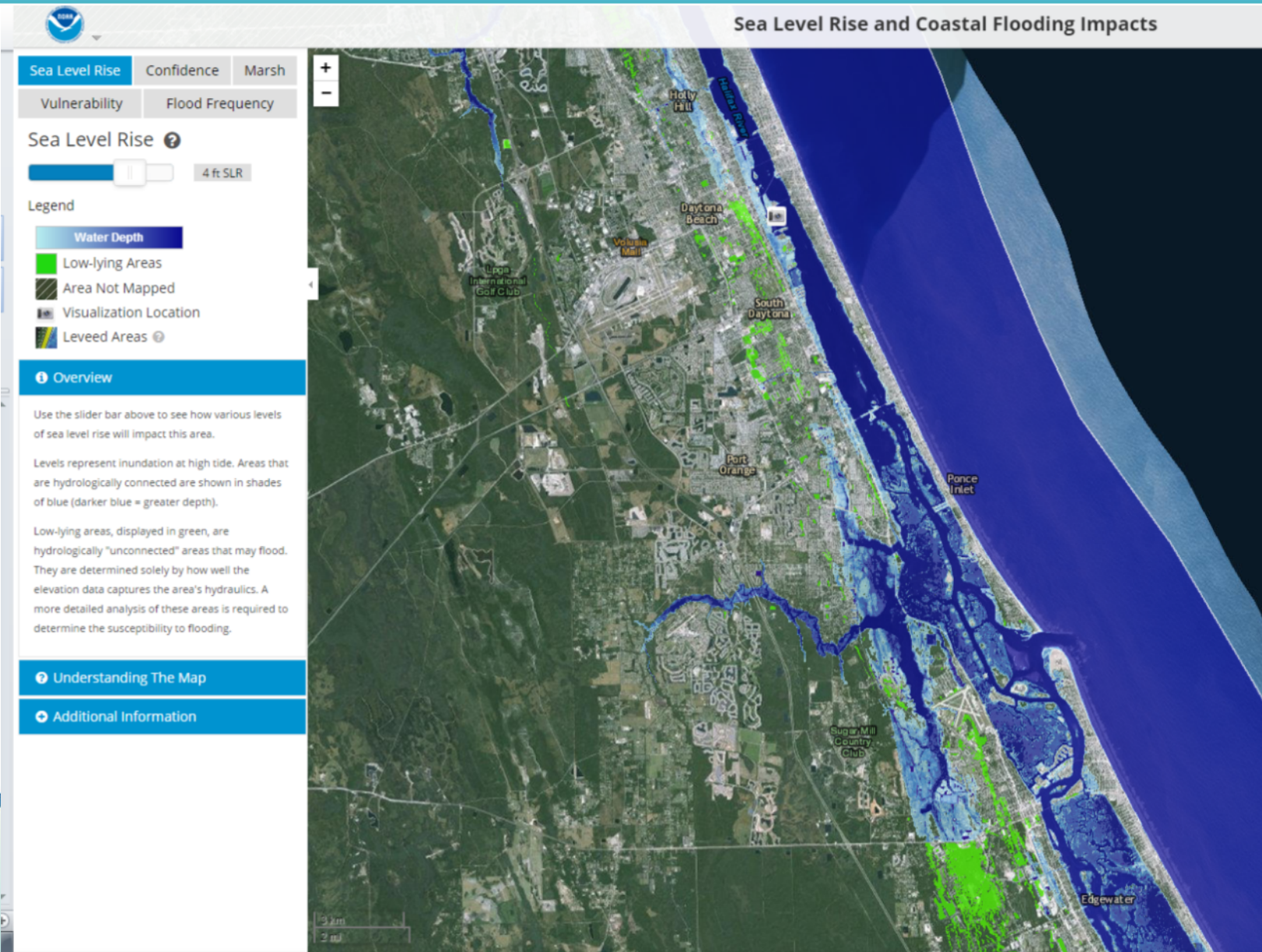
NOAA Sea Level Rise Viewer

<https://coast.noaa.gov/slr/>

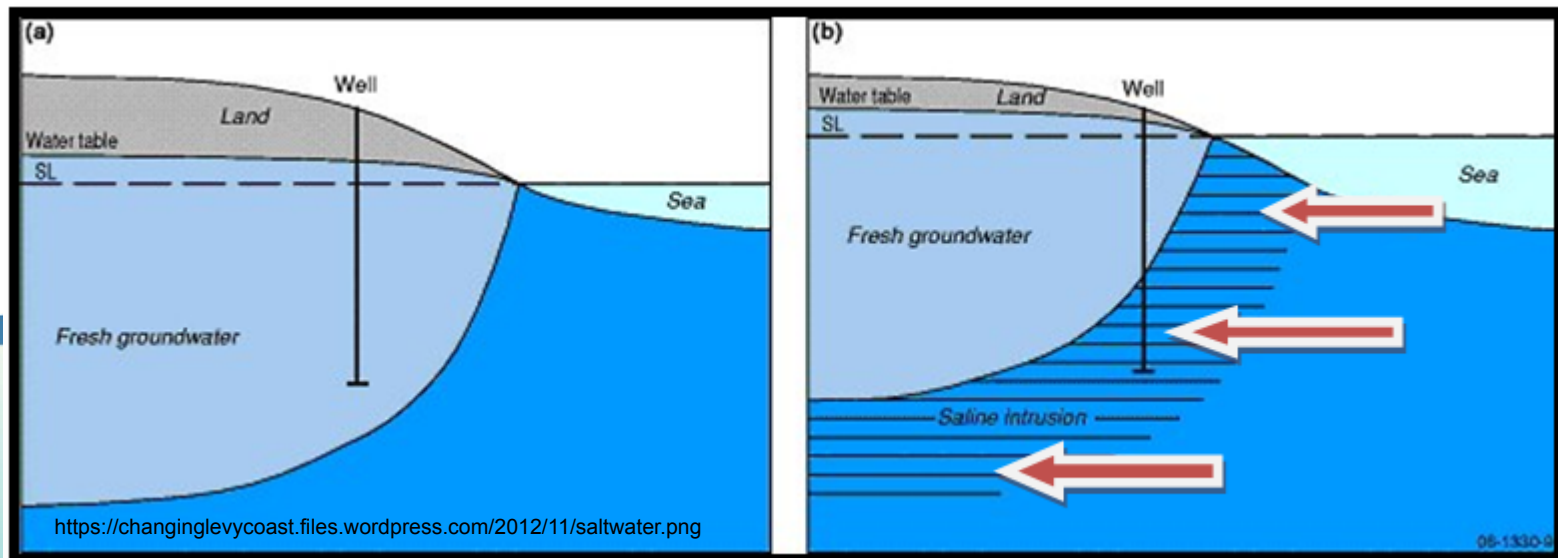
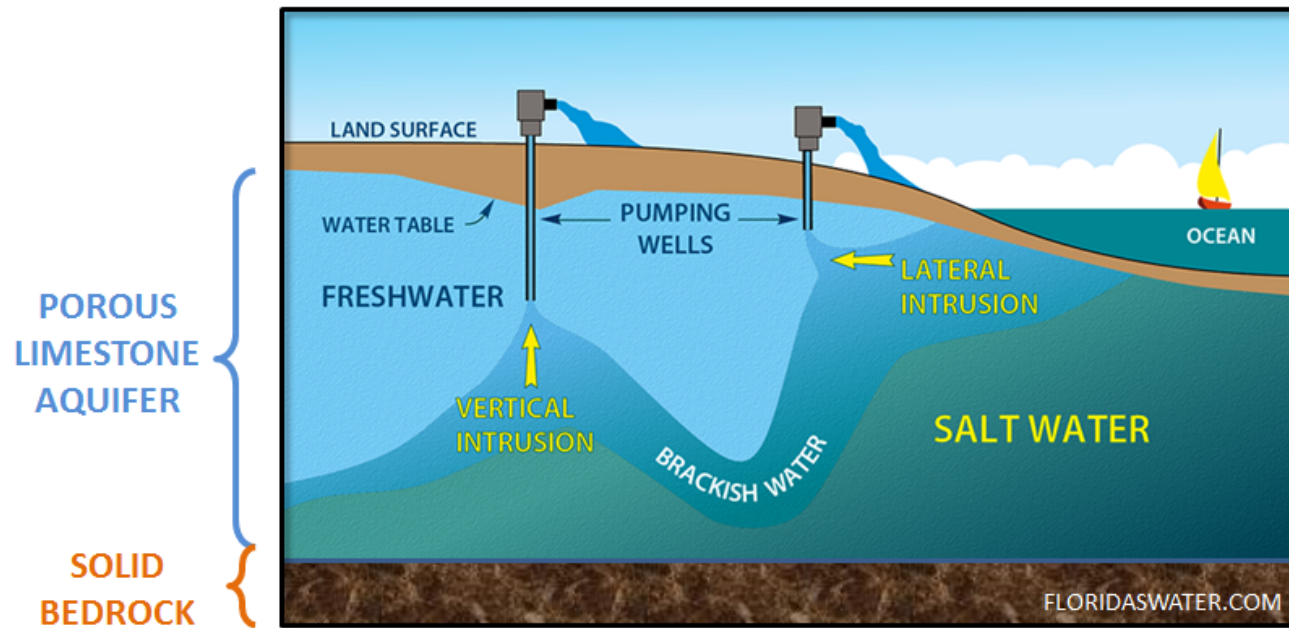


NOAA Sea Level Rise Viewer

<https://coast.noaa.gov/slr/>



The Very Big Elephant...



Thank you

jevans.1@stetson.edu

Funding support for portions of this work provided by Georgia Sea Grant, National Sea Grant, Monroe County, FL, and Stetson University

STETSON
UNIVERSITY

Sea Grant



NATIONAL SOLUTIONS TO SEA LEVEL RISE AND FLOODING

seawallcoalition.org

Who we are

The Seawall Coalition is a nonpartisan group of elected officials, military groups, nonprofit organizations, businesses, and local leaders that have come together to unlock national solutions to sea level rise and flooding that support coastal and riverfront communities and protect our nation's residents, economy, and military installations.

Our mission

Protecting our coasts from sea level rise is a national issue that must be met with national solutions - it is vitally important to our country's citizen well-being, economic strength, and security. Our coastal communities are the backbone of our country, home to over 125 million Americans, 37 of the top 50 largest ports in the country, and 18 military installations currently at risk from sea level rise.

With effective sea level rise planning our coastal communities can adapt and thrive. Investing in adaptation planning and projects can protect the ports, highways, and runways that drive our economy, creating jobs and economic opportunities for our local communities. But we must act now.

The Seawall Coalition advocates for practical national solutions to serve our communities. We support policies that strengthen our economy, invest in our coastal communities, and safeguard our national security.



Our platform



The United States is a maritime nation and our national economy relies on our coastal ports, highways, and other infrastructure that is at risk from sea level rise. We will support states and communities that are investing to make their infrastructure resilient to sea level rise by creating a source of dedicated funding and incentives. This could include adaptation trust funds, revolving loan funds, tax breaks and incentives, and other programs that help drive investment in planning and infrastructure to prevent flood damage.

These investments help ensure coastal tourism and property values remain strong while also spurring innovation and creating jobs. Jobs constructing infrastructure will create local employment opportunities that cannot be outsourced. As our communities adapt to sea level rise and flooding, we'll also be able to build new businesses and innovation that we can export, similar to how the Netherlands currently gains about 2% of its GDP through water-related products and services. With smart investment, America can take a leadership role in creating sea level rise solutions and bring this innovation to others around the globe.

Policies

- ▶ Support communities investing in adaptation through dedicated federal funding and incentives, which could include adaptation trust funds, revolving loan funds, tax breaks and incentives, and other funding programs
- ▶ Increase innovation grants for research into flood mitigation technology
- ▶ Facilitate the exchange of best practices among coastal communities

A close-up photograph of a hand holding a large metal compass, drawing a circle on a technical blueprint. The blueprint is filled with various lines, numbers, and text, including phrases like 'NOTE 11', 'EXISTING ELEVATION', 'WITH LINE INDICATING LINE OF PANELS', 'END OF T1 START OF T2 ALIGN T1 WITH LINE INDICATING LINE OF REST ROOM', and 'INSTRUCTION PLAN'. The hand is positioned on the right side of the frame, and the compass is in the center, with its legs extended to draw the circle.

2 Use smart planning to keep communities safe and save taxpayer dollars

History demonstrates that proactive protection pays off. Studies have found that for every \$1 spent on pre-disaster mitigation we save \$4 in disaster relief, along with untold heartache for affected communities. Yet the Federal Emergency Management Agency (FEMA) currently spends only a fraction of 1% of its budget on mitigation, and we have few other federal programs that incentivize these investments.

We can invest in proactive protection that saves taxpayer money and protects our coastal communities by hardwiring resilience into federal programs. We support expanding FEMA and the Department of Housing and Urban Development (HUD) pre-disaster mitigation programs and incentivizing resilience through the Department of Transportation and other programs. We can also give communities the flexibility to invest in living shoreline and other natural infrastructure solutions by making the planning and permitting more efficient. To responsibly steward taxpayer dollars, we also need one consistent flood-ready standard for all major federal infrastructure investments so that we're making smart investments in infrastructure that is built to last.

To make smart investments, our local communities, businesses, and homeowners also need accurate information on flood risk and reliable FEMA flood maps. Currently, 15% of the FEMA flood maps have not been updated since the 1970s or 1980s, and none of the maps include sea level rise. We need to invest in updating the maps and should make sure they include past and projected sea level rise so we can plan responsibly.

Policies

- ▶ Increase pre-disaster mitigation funding across agencies
- ▶ Adopt federal minimum standards for building and apply these standards to all major federal investments
- ▶ Update FEMA flood maps to reflect current data and include sea level rise projections
- ▶ Support efficient planning and permitting for living shorelines, including working with the Army Corps to expand the new living shoreline permit category to incorporate a broader range of nature-based sea level rise solutions



When disaster strikes and the national government spends billions to rebuild, we need to build back stronger so our communities can withstand future flooding and do not keep drawing on taxpayer dollars to rebuild again and again. By creating federal standards for rebuilding that take a clear-eyed view of future risk, we can keep our citizens safe and prevent wasteful spending. We can also improve HUD, FEMA, and Small Business Administration (SBA) programs so that they allow and incentivize rebuilding to higher standards.

Policies

- ▶ Create federal resilience standards for rebuilding after hurricanes and flood damage
- ▶ Issue guidance from HUD on how the Community Development Block Grant program can be used to encourage adaptive rebuilding
- ▶ Have FEMA authorize modifications and mitigation measures to support adaptation of damaged facilities with Public Assistance funding
- ▶ Promote additional studies that evaluate high-risk areas to identify and authorize projects that will be ready for immediate federal funding under emergency congressional authorizations
- ▶ Allow the SBA Disaster Loan Program to incentivize resilient construction



Many of our military facilities have tidal flooding 50 times per year, and over a dozen of these installations are on track to face flooding 100 times per year by 2050. This puts our national security and military readiness at risk. Some installations are already taking action to protect against sea level rise, but we need coordinated national action to ensure all our military installations are prepared for the future. We need the Department of Defense (DOD) to strategically prioritize adaptation plans for our installations and study the effects of sea level rise on our military readiness. Even when military installations are prepared, flooded roads leading to them can hinder servicepeople from reaching their installations to conduct their missions. The military needs more flexibility to invest in projects outside our installations to make sure servicepeople can deploy quickly to keep our country safe.

Policies

- ▶ Give the DOD the needed authority to assess the impact of sea level rise and flooding on our military installations, create adaptation plans, and commence critical projects to protect our installations and maintain readiness
- ▶ Allow military services the authority to access their mission and operational funds to address sea level rise and flooding issues that directly affect their mission (e.g. roads onto installations, power grids)

Member benefits



A strong platform to advocate as part of a nonpartisan group for national solutions to sea level rise and flooding that invest in and protect our coastal communities

A forum for best practices and support in developing local and state-level responses to sea level rise flooding



Opportunities and tools to communicate with residents on sea level rise challenges and solutions, including media opportunities if you're interested

Learn more at seawallcoalition.org

The Seawall Coalition is a nonpartisan group of elected officials, cities, military groups, businesses, and local leaders that have come together to unlock national solutions to sea level rise and flooding.

Our coasts are vital to our national interests:



18+
low-lying
military bases



37
major ports



125M
Americans

What we do

- **Unite voices in a powerful nonpartisan coalition** to advocate for federal funding and better policy
- **Leverage best-in-class communication tools** to engage citizens on sea level rise challenges and solutions
- **Share best practices in a national forum** to support local and state-level responses to sea level rise flooding

Seawall Coalition is a member-driven 501(c)(4) nonprofit organization. There are no costs nor legal obligations to join, and members are free to withdraw at any point.

Our 4 pillars for solutions to sea level rise and flooding



Economy

Invest in infrastructure and natural solutions that boost the economy and protect property values by creating dedicated federal funding and incentives for resilience.



Rebuilding

Build back stronger to protect communities from future flooding by taking a clear-eyed view of the risk of sea level rise.



Communities

Use smart planning to keep communities safe and save taxpayer dollars by expanding pre-disaster mitigation programs and adopting resilient standards for federal spending.



Military

Ensure readiness 365 days a year by giving the military the authority to assess and address the impact of sea level rise on-base and in surrounding communities.

**The Golf Club at Cypress Head
Course Cash Flow Report
April 30, 2018**

	<u>April</u>	<u>YTD</u>
EBITDA	\$36,898.31	\$149,359.02
Management Fee Expense	(5,827.11)	(45,931.35)
Depreciation & Amortization	(95.53)	(668.71)
Net Income	30,975.67	102,758.96
Working Capital Changes		
Inventory	3,555.20	6,841.51
Receivables	(704.61)	96,090.99
Payables	6,870.57	(1,150.82)
Due to from the City	(151.34)	468.07
Prepays	4,758.09	10,090.47
Accrued Liabilities	(6,612.04)	(11,716.75)
Other Liabilities	(17,388.72)	(146,525.20)
Depreciation & Amortization	95.53	668.71
Operating Cash Flow	21,398.35	57,525.94
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	<u>21,398.35</u>	<u>57,525.94</u>
Beginning Cash	251,047.38	214,919.79
Net Cash Flows	<u>21,398.35</u>	<u>57,525.94</u>
Ending Cash	<u>272,445.73</u>	<u>272,445.73</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Seven Months Ending April 30, 2018

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	122,673	793,858	1,146,664	69%	126,219	775,021	1,180,861	66%
Merchandise	5,776	39,135	63,915	61%	9,957	43,537	59,537	73%
Other Pro Shop	825	9,689	13,751	70%	1,116	9,566	11,927	80%
Range	3,850	23,458	35,853	65%	4,285	24,033	36,706	65%
Food and Beverage	0	0	15,788		0	121,455	146,600	83%
Other Operating Revenues	4,123	26,226	39,356	67%	4,052	25,055	39,944	63%
TOTAL REVENUE	137,248	892,366	1,315,327	68%	145,629	998,667	1,475,576	68%
COST OF SALES								
Merchandise	2,919	23,132	37,436	62%	6,424	26,258	38,699	68%
Food & Beverage	0	0	6,042		3,511	55,573	53,858	103%
TOTAL COGS	2,919	23,132	43,478	53%	9,935	81,830	92,557	88%
COGS - Merchandise %	50.5%	59.1%	58.6%	100.9%	64.5%	60.3%	65.0%	92.8%
COGS - Food %			38.3%			45.8%	36.7%	124.7%
PAYROLL								
Course and Grounds	30,994	213,680	341,675	63%	21,331	167,952	375,767	45%
Carts, Range, Starters, Etc.	8,617	52,327	86,435	61%	7,892	53,508	99,348	54%
Pro Shop	3,233	25,575	42,904	60%	5,261	28,886	52,439	55%
Food and Beverage	0	0	9,850		1,465	81,967	74,205	110%
General and Administrative	11,839	76,486	133,923	57%	10,660	79,890	152,526	52%
Marketing	4,800	29,758	49,654	60%	4,426	30,092	49,611	61%
TOTAL PAYROLL	59,483	397,825	664,441	60%	51,034	442,295	803,897	55%
OPERATING EXPENSES								
Course and Grounds	21,698	144,140	252,335	57%	18,371	110,107	280,678	39%
Carts, Range, Starters, Etc.	7,792	48,546	80,327	60%	8,202	49,315	83,934	59%
Pro Shop	24	5,374	6,324	85%	1,408	5,199	7,954	65%
Food and Beverage	0	0	1,413		0	18,730	18,372	102%
General and Administrative	16,425	133,787	210,751	63%	18,330	131,651	209,750	63%
Marketing	692	9,422	22,941	41%	1,450	10,180	30,260	34%
TOTAL OPERATING EXPENSES	46,632	341,269	574,091	59%	47,762	325,183	630,948	52%
TOTAL EXPENSES	109,034	762,226	1,282,010	59%	108,731	849,308	1,527,402	56%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(39,990)	(69,411)	58%	(5,827)	(45,931)	(73,696)	62%
Depreciation & Amortization	(154)	(1,073)	(1,146)	94%	(96)	(669)	(4,572)	15%
TOTAL OTHER INCOME (EXPENSE)	(5,866)	(41,063)	(70,557)	58%	(5,923)	(46,600)	(78,268)	60%
NET INCOME	22,348	89,077	(37,241)	-239%	30,976	102,759	(130,094)	-79%
Paid Rounds	4,065	24,714	36,904	7%	4,083	24,317	37,150	65%
Annual Pass Rounds	647	5,353	8,095	8%	594	4,583	8,542	54%
Other Rounds	246	1,630	2,719	7%	210	1,553	2,924	53%
Total Rounds	4,958	31,697	47,718	7%	4,887	30,453	48,615	63%
Revenue/Paid Rounds	33.76	36.11	35.64	94%	35.67	41.07	39.72	103%
Revenue/Total Rounds	27.68	28.15	27.56	91%	29.80	32.79	30.35	108%

The Golf Club at Cypress Head
For the Seven Months Ending April 30, 2018

	<u>04/30/18</u>	<u>09/30/17</u>	<u>04/30/17</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	236,715	191,390	91,135
Cash - Payroll	34,286	21,980	25,740
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	595	700	500
Total Cash	<u>272,446</u>	<u>214,920</u>	<u>118,225</u>
Accounts Receivable			
A/R Member	2,566	98,657	2,552
Total Accounts Receivable	<u>2,566</u>	<u>98,657</u>	<u>2,552</u>
Other Current Assets			
Inventory - Merchandise	14,541	13,394	19,112
Inventory - Food & Beverage	0	7,988	0
Prepaid Insurance	8,165	21,005	7,363
Prepaid Exp - Other	8,057	3,059	8,156
Total Other Current Assets	<u>30,764</u>	<u>45,445</u>	<u>34,631</u>
TOTAL CURRENT ASSETS	<u>305,775</u>	<u>359,022</u>	<u>155,407</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(26,051)	(25,383)	(25,310)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>10,096</u>	<u>10,765</u>	<u>10,838</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	750	3,000	0
TOTAL OTHER ASSETS	<u>750</u>	<u>3,000</u>	<u>0</u>
TOTAL ASSETS	<u><u>316,622</u></u>	<u><u>372,787</u></u>	<u><u>166,245</u></u>

The Golf Club at Cypress Head
For the Seven Months Ending April 30, 2018

	<u>04/30/18</u>	<u>09/30/17</u>	<u>04/30/17</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	23,428	24,579	38,476
Accts Pay - Other	22,053	21,585	(109,608)
Accrued Expenses	2,384	4,190	699
Accrued Payroll	29,240	28,213	6,164
Accrued Taxes	8,350	13,317	7,775
Accrued Interest	0	5,971	0
Deferred Revenue	128,409	274,935	133,662
TOTAL CURRENT LIABILITIES	<u>213,864</u>	<u>372,789</u>	<u>77,170</u>
 TOTAL LIABILITIES	 <u>213,864</u>	 <u>372,789</u>	 <u>77,170</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>102,758</u>	<u>(1)</u>	<u>89,076</u>
Net Retained Earnings	<u>102,758</u>	<u>(1)</u>	<u>89,076</u>
Stockholders Equity	<u>102,758</u>	<u>(1)</u>	<u>89,076</u>
TOTAL STOCKHOLDER'S EQUITY	<u>102,758</u>	<u>(1)</u>	<u>89,076</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>316,622</u></u>	 <u><u>372,787</u></u>	 <u><u>166,245</u></u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended April 30, 2018

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual	TOTAL
EBITDA	(22,272)	12,617	5,159	11,030	53,658	52,268	36,898	0	0	0	0	0	149,359
Management Fee Expense	(6,684)	(6,684)	(6,684)	(6,684)	(6,684)	(6,684)	(5,827)	0	0	0	0	0	(45,931)
Depreciation & Amortization	(154)	(154)	(154)	79	(96)	(96)	(96)	0	0	0	0	0	(669)
Net Income	(29,109)	5,779	(1,678)	4,425	46,879	45,488	30,976	0	0	0	0	0	102,759
Working Capital Changes													
Inventory	(5,003)	(788)	1,160	(1,566)	2,731	6,752	3,555	0	0	0	0	0	6,842
Receivables	92,946	(3,309)	8,030	(52)	(269)	(550)	(705)	0	0	0	0	0	96,091
Prepaid Expenses	5,498	4,924	(5,997)	5,169	5,169	(10,030)	4,756	0	0	0	0	0	10,090
Payables	2,568	3,075	(15,439)	2,596	8,267	(9,088)	6,871	0	0	0	0	0	(1,151)
Due to from the City	319	0	245	(114)	(146)	316	(151)	0	0	0	0	0	468
Accrued Expenses	(24,223)	(2,164)	1,918	5,361	9,488	4,515	(6,612)	0	0	0	0	0	(11,717)
Deferred Revenues	(51,870)	(9,383)	(11,204)	(16,429)	(20,927)	(19,323)	(17,389)	0	0	0	0	0	(146,525)
Depreciation & Amortization	154	154	154	(79)	96	96	96	0	0	0	0	0	669
Operating Cash Flow	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	21,398	0	0	0	0	0	57,526
Investing Activities													
Financing Activities													
Net Cash Flows	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	21,398	0	0	0	0	0	57,526
Beginning Cash	214,920	206,199	204,487	182,275	181,586	232,873	251,047	272,446	278,708	278,708	278,708	278,708	2,860,663
Net Cash Flows	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	21,398	0	0	0	0	0	57,526
Ending Cash	206,199	204,487	182,275	181,586	232,873	251,047	272,446	272,446	278,708	278,708	278,708	278,708	2,918,189

The Golf Club at Cypress Head
Summary of All Units
For the Seven Months Ending April 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
75,542	73,347	103%	71,416	106%	Green Fees	467,381	472,517	99%	466,634	100%	703,233	671,259
50,676	45,821	111%	51,257	99%	Cart Fee	307,640	321,789	96%	327,224	94%	477,628	456,568
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	30
40	28	143%	40	100%	Handicap Fee	4,109	4,468	92%	4,480	92%	4,538	4,259
506	356	142%	535	95%	Lessons	3,230	3,230	104%	3,409	99%	4,480	5,229
570	359	159%	250	228%	Rental Clubs	2,090	1,909	109%	1,800	116%	2,909	3,140
9,957	6,249	159%	5,776	172%	Retail	43,537	37,607	116%	39,135	111%	59,537	68,287
4,285	3,074	139%	3,850	111%	Range	24,033	22,682	106%	23,458	102%	36,706	36,428
0	0	0%	0	0%	Food & Beverage	63,318	88,400	72%	0	0%	88,400	71,715
0	0	0%	0	0%	Beer	34,326	33,000	104%	0	0%	33,000	39,847
0	0	0%	0	0%	Liquor	19,723	20,900	94%	0	0%	20,900	21,269
0	0	0%	0	0%	Wine	3,896	4,300	91%	0	0%	4,300	4,220
0	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
4,052	3,993	101%	4,123	98%	City Surcharge R & R	25,055	26,317	95%	26,226	96%	39,944	38,185
145,629	133,228	109%	137,248	106%	Total Revenues	998,667	1,037,119	96%	892,366	112%	1,475,576	1,421,627
COST OF GOODS SOLD												
6,424	4,062	158%	2,919	220%	COGS - Merchandise	26,258	24,445	107%	23,132	114%	38,699	40,561
1,061	0	0%	0	0%	COGS - Food & Beverage	29,560	33,358	89%	0	0%	33,358	32,126
678	0	0%	0	0%	COGS - Beer	17,668	13,430	132%	0	0%	13,430	20,337
1,321	0	0%	0	0%	COGS - Liquor	6,638	5,858	113%	0	0%	5,858	7,346
252	0	0%	0	0%	COGS - Wine	1,707	1,212	141%	0	0%	1,212	1,806
9,935	4,062	245%	2,919	340%	Total COGS	81,830	78,303	105%	23,132	354%	92,557	102,176
135,694	129,166	105%	134,329	101%	GROSS MARGIN	916,837	958,817	96%	869,234	105%	1,383,019	1,319,451
64.51%	65.00%	99.25%	50.53%	127.67%	COGS - Merchandise %	60.31%	65.00%	92.79%	59.11%	102.03%	65.00%	707.35%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Food & Beverage %	46.68%	37.74%	123.72%	0.00%	0.00%	37.74%	303.75%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Beer %	51.47%	40.70%	126.47%	0.00%	0.00%	40.70%	334.81%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Liquor %	33.65%	28.03%	120.07%	0.00%	0.00%	28.03%	206.65%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Wine %	43.82%	28.19%	155.46%	0.00%	0.00%	28.19%	261.56%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - All Food & Bev	45.83%	36.74%	124.74%	0.00%	0.00%	36.74%	295.00%
PAYROLL												
18,306	20,854	88%	21,948	83%	Gross Payroll - Salaried	119,397	145,975	82%	144,629	83%	250,243	206,924
0	0	0%	0	0%	Gross Kitchen Payroll - Salaried	33,256	30,300	110%	0	0%	30,300	38,256
24,312	28,308	86%	26,483	92%	Gross Payroll - Hourly	179,655	200,043	90%	179,030	100%	344,414	303,498
0	0	0%	0	0%	Gross Kitchen Payroll - Hourly	34,550	31,500	110%	0	0%	31,500	38,307
42,618	49,162	87%	48,431	88%	S/T Wages	366,858	407,818	90%	323,659	113%	656,457	586,985
2,800	3,761	74%	3,528	79%	Payroll Tax - FICA	26,524	31,120	85%	24,233	109%	50,141	43,469
429	527	81%	420	102%	Payroll Tax - UC	2,754	5,490	50%	2,955	93%	7,216	3,850
756	898	84%	1,211	62%	Payroll Tax - WC	6,904	7,522	92%	6,283	110%	12,064	10,831
4,431	6,126	72%	5,894	75%	Benefits	39,255	47,385	83%	40,694	96%	78,017	63,777
8,417	11,313	74%	11,052	76%	S/T Adders	75,437	91,517	82%	74,166	102%	147,439	121,926
51,034	60,474	84%	59,483	86%	TOTAL PAYROLL	442,295	499,336	89%	397,825	111%	803,897	708,911
OPERATING EXPENSES												
0	0	0%	0	0%	Bar Supplies	144	1,050	14%	0	0%	1,050	406
29	200	14%	74	39%	Cart Supplies	779	1,439	54%	1,313	59%	2,502	1,242
388	650	60%	0	0%	Chemicals	3,473	6,900	50%	0	0%	11,200	3,473
0	151	0%	0	0%	Course Accessories	502	3,684	13%	3,349	15%	5,293	1,468
0	0	0%	0	0%	Dining Room Supplies	4,027	2,550	158%	0	0%	2,550	4,194
2,334	2,605	90%	600	389%	Fertilizer	14,353	23,031	62%	20,650	70%	38,785	21,993
0	101	0%	0	0%	Flowers/Decor	0	101	0%	0	0%	750	0
1,668	1,443	116%	1,488	112%	Fuel	6,587	8,964	73%	6,954	95%	15,034	12,464
150	256	59%	876	17%	Fungicides	1,001	3,129	32%	4,483	22%	6,363	1,730
1,327	1,600	83%	892	149%	Herbicides	8,968	14,765	61%	11,273	80%	28,748	15,831
1,372	4,030	34%	2,581	53%	Insecticides	3,841	12,928	30%	15,619	25%	21,533	19,966
513	289	178%	224	228%	Janitorial Supplies	3,599	2,097	172%	1,883	191%	4,233	5,202
0	0	0%	0	0%	Kitchen Supplies	974	1,350	72%	0	0%	1,350	1,228
0	0	0%	0	0%	Laundry/Linens	1,465	1,650	89%	0	0%	1,650	1,542
0	0	0%	0	0%	Laundry/Uniforms	1,212	209	581%	209	581%	1,282	2,035
251	150	167%	444	57%	Office Supplies	4,197	2,468	170%	2,442	172%	3,986	5,604
1,325	1,600	83%	1,060	125%	Range Balls	2,650	3,055	87%	2,515	105%	3,055	2,650
0	100	0%	261	0%	Range Equipment	501	1,289	39%	1,149	44%	1,789	518
439	0	175700%	0	0%	Range Expenses	439	0	175700%	0	0%	0	439
0	2,000	0%	0	0%	Sand/Topdress	2,042	7,400	28%	4,206	49%	14,959	6,865
0	0	0%	0	0%	Seeds/Trees	1,530	4,444	34%	4,444	35%	4,444	1,530
0	0	0%	0	0%	Small Tools	221	617	36%	611	36%	821	1,010
0	303	0%	0	0%	Staff/Volunteer Uniforms	0	303	0%	0	0%	842	800
1,114	150	743%	0	0%	Supplies	1,363	1,028	133%	878	155%	1,777	1,412
294	200	147%	(45)	-658%	Tournament Expense	43	200	21%	(537)	-8%	500	385
158	91	174%	55	287%	Alarm System	888	1,517	59%	2,253	39%	2,215	1,648

The Golf Club at Cypress Head
Summary of All Units
For the Seven Months Ending April 30, 2018

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	550	0
52	100	52%	0	0%	Cart Repairs	640	733	87%	33	1934%	1,233	640
151	254	60%	151	100%	Computer Service	1,060	1,674	63%	1,572	67%	2,969	2,574
812	0	0%	0	0%	Contract Cleaning	5,737	4,872	118%	0	0%	4,872	6,116
0	0	0%	0	0%	Guest Relations	64	0	-106500%	32	200%	0	64
0	0	0%	0	0%	Handicap Expense	3,705	4,174	89%	4,174	89%	4,360	4,264
0	100	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
132	498	27%	251	53%	Irrigation	3,833	3,871	99%	1,907	201%	6,422	7,699
0	0	0%	0	0%	Lesson Expense	0	200	0%	0	0%	426	0
0	0	0%	0	0%	Pest Control	375	750	50%	0	0%	750	500
2,462	2,633	94%	2,231	110%	Repair & Maint - Equipment	13,326	16,812	79%	15,467	86%	26,348	27,119
1,114	620	180%	32	3520%	Repair & Maint - Building	2,731	2,383	115%	2,375	115%	3,807	4,026
5,356	5,356	100%	5,356	100%	Cart Lease	37,490	37,490	100%	37,490	100%	64,268	64,268
5,316	5,316	100%	4,886	109%	Equipment Lease	38,122	38,113	100%	34,204	111%	64,692	62,704
168	168	100%	168	100%	Off-Site Storage	1,176	1,176	100%	1,176	100%	2,016	2,016
1,196	1,383	87%	1,271	94%	Utilities - Electric	8,288	7,694	108%	7,569	109%	13,296	14,091
0	0	0%	0	0%	Utilities - Gas	5,237	3,600	145%	0	0%	3,600	5,237
4,255	3,242	131%	5,885	72%	Utilities - Other	23,337	28,039	83%	30,575	76%	46,571	45,946
263	269	97%	382	69%	Utilities - Telephone/Fax	1,316	1,814	73%	1,925	68%	3,037	2,586
228	297	77%	315	72%	Utilities - Water	1,588	1,814	88%	1,817	87%	2,887	2,839
1,450	2,075	70%	692	210%	Advertising & Promotion	10,236	14,793	69%	8,410	122%	26,647	21,254
657	258	255%	497	132%	Bank Charges	3,454	2,647	130%	3,621	95%	4,240	5,901
(232)	0	70252%	(280)	83%	Cash Short/(Over)	(1,832)	(1)	359233%	(564)	325%	0	(1,964)
200	200	100%	125	160%	Cell Phone	1,342	1,400	96%	1,200	112%	2,400	2,242
4,052	3,993	101%	4,123	98%	City Surcharge R & R	25,055	26,315	95%	26,226	96%	39,942	38,185
0	0	0%	0	0%	Copier/Photocopies	0	107	0%	18	0%	442	693
2,627	2,208	119%	2,595	101%	Credit Card Discounts	18,979	16,335	116%	16,722	113%	27,270	26,666
0	0	0%	0	0%	Donations	316	0	632000%	(267)	-118%	200	316
0	259	0%	0	0%	Dues & Subscriptions	200	479	42%	220	91%	1,179	1,019
0	200	0%	0	0%	Education & Training	0	779	0%	525	0%	779	0
0	201	0%	(105)	0%	Employee Relations	1,086	1,572	69%	1,266	86%	2,096	1,541
0	0	0%	87	0%	Employee Testing	93	326	29%	409	23%	440	297
4,341	3,974	109%	3,858	113%	Insurance Expense	30,389	27,820	109%	27,009	113%	47,691	51,294
0	40	0%	0	0%	Member Relations	0	278	0%	65	0%	478	0
0	14	0%	0	0%	Messenger Service - Fedex	199	181	110%	168	119%	379	223
0	0	0%	0	0%	Miscellaneous	(57)	0	0%	864	-7%	0	2,443
0	0	0%	0	0%	O/S - Accounting	12,000	12,500	96%	12,000	100%	12,500	12,000
0	0	0%	0	0%	O/S - Legal	720	0	0%	0	0%	80	720
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	0	0%	0	56
0	3,901	0%	3,600	0%	O/S - Other	0	3,901	0%	3,950	0%	9,842	9,000
499	450	111%	793	63%	Payroll Processing Fee	3,856	3,148	122%	7,032	55%	5,398	7,213
81	49	164%	162	50%	Postage/Shipping	739	284	260%	396	186%	801	1,281
(30)	(30)	100%	285	-11%	Tax/Licenses/Fees	(210)	93	-228%	405	-52%	(82)	(285)
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
360	0	0%	37	971%	Travel - Meals	1,930	0	0%	1,470	131%	0	2,169
889	1,771	50%	725	123%	Travel - Other	3,667	9,206	40%	6,160	60%	16,914	7,165
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,400	0
0	0	0%	0	0%	Employee Meals	113	0	0%	0	0%	0	173
47,762	55,715	86%	46,632	102%	TOTAL OPERATING EXPENSES	325,183	383,839	85%	341,269	95%	630,948	558,005
36,898	12,977	284%	28,214	131%	EBITDA	149,359	75,642	197%	130,140	115%	(51,825)	52,535
5,827	5,713	102%	5,713	102%	Management Fee	45,931	45,132	102%	39,990	115%	73,696	75,353
5,827	5,713	102%	5,713	102%	Management Fees	45,931	45,132	102%	39,990	115%	73,696	75,353
23	98	24%	37	63%	Deprec - Mach & Equip	162	686	24%	258	63%	1,176	181
72	283	26%	117	62%	Deprec - Buildings	507	1,981	26%	815	62%	3,396	561
96	381	25%	154	62%	S/T DEPR. & AMORT	669	2,667	25%	1,073	62%	4,572	742
30,976	6,883	450%	22,348	139%	NET INCOME	102,759	27,843	369%	89,077	115%	(130,094)	(23,559)

The Golf Club at Cypress Head
Course & Grounds
For the Seven Months Ending April 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
75,542	73,347	103%	71,416	106%	Green Fees	467,381	472,517	99%	466,634	100%	703,233	671,259
4,052	3,993	101%	4,123	98%	City Surcharge R & R	25,055	26,317	95%	26,226	96%	39,944	38,185
79,595	77,340	103%	75,539	105%	Total Revenues	492,436	498,835	99%	492,860	100%	743,178	709,444
79,595	77,340	103%	75,539	105%	GROSS MARGIN	492,436	498,835	99%	492,860	100%	743,178	709,444
PAYROLL												
6,758	8,083	84%	8,782	77%	Gross Payroll - Salaried	40,415	56,583	71%	62,196	65%	97,000	67,486
11,596	17,100	68%	15,922	73%	Gross Payroll - Hourly	99,891	120,843	83%	109,008	92%	208,055	177,373
18,354	25,184	73%	24,704	74%	S/T Wages	140,305	177,426	79%	171,204	82%	305,055	244,859
1,100	1,927	57%	1,717	64%	Payroll Tax - FICA	9,829	13,573	72%	12,101	81%	23,337	17,539
205	294	70%	192	107%	Payroll Tax - UC	1,017	1,670	61%	1,585	64%	2,330	1,471
340	460	74%	602	56%	Payroll Tax - WC	2,594	3,242	80%	3,144	82%	5,573	4,378
1,332	3,289	40%	3,779	35%	Benefits	14,208	23,025	62%	25,645	55%	39,472	27,700
2,977	5,970	50%	6,290	47%	S/T Adders	27,647	41,510	67%	42,475	65%	70,712	51,089
21,331	31,154	68%	30,994	69%	TOTAL PAYROLL	167,952	218,936	77%	213,680	79%	375,767	295,948
OPERATING EXPENSES												
388	650	60%	0	0%	Chemicals	3,473	6,900	50%	0	0%	11,200	3,473
0	151	0%	0	0%	Course Accessories	502	3,884	13%	3,349	15%	5,293	1,468
2,334	2,605	90%	600	389%	Fertilizer	14,353	23,031	62%	20,650	70%	38,785	21,993
0	101	0%	0	0%	Flowers/Decor	0	101	0%	0	0%	750	0
1,668	1,443	116%	1,488	112%	Fuel	6,587	8,964	73%	6,954	95%	15,034	12,464
150	256	59%	876	17%	Fungicides	1,001	3,129	32%	4,483	22%	6,363	1,730
1,327	1,600	83%	892	149%	Herbicides	8,968	14,765	61%	11,273	80%	28,748	15,831
1,372	4,030	34%	2,581	53%	Insecticides	3,841	12,928	30%	15,619	25%	21,533	19,966
0	2,000	0%	0	0%	Sand/Topdress	2,042	7,400	28%	4,206	49%	14,959	6,865
0	0	0%	0	0%	Seeds/Trees	1,530	4,444	34%	4,400	35%	4,444	1,530
0	0	0%	0	0%	Small Tools	221	617	36%	611	36%	821	1,010
0	303	0%	0	0%	Staff/Volunteer Uniforms	0	303	0%	0	0%	842	800
132	498	27%	251	53%	Irrigation	3,833	3,871	99%	1,907	201%	6,422	7,699
2,462	2,300	107%	2,231	110%	Repair & Maint - Equipment	12,541	13,778	91%	13,489	93%	22,304	25,261
121	100	121%	0	0%	Repair & Maint - Building	221	700	32%	10	2184%	1,200	221
5,316	5,316	100%	4,886	109%	Equipment Lease	37,213	37,213	100%	34,204	109%	63,792	61,644
194	182	107%	230	85%	Utilities - Electric	1,473	1,489	99%	1,524	97%	2,610	2,750
2,532	1,295	196%	3,562	71%	Utilities - Other	9,945	12,101	82%	14,262	70%	19,255	20,271
119	93	127%	99	119%	Utilities - Telephone/Fax	629	699	90%	699	90%	1,171	1,137
228	297	77%	315	72%	Utilities - Water	1,588	1,814	88%	1,817	87%	2,887	2,839
0	0	0%	0	0%	Education & Training	0	429	0%	375	0%	429	0
0	101	0%	0	0%	Employee Relations	0	101	0%	0	0%	201	0
0	0	0%	87	0%	Employee Testing	93	326	29%	409	23%	440	297
0	3,901	0%	3,600	0%	O/S - Other	0	3,901	0%	3,600	0%	9,842	9,000
0	0	0%	0	0%	Tax/Licenses/Fees	0	303	0%	300	0%	303	0
27	50	54%	0	0%	Travel - Other	53	350	15%	0	0%	851	53
18,371	27,272	67%	21,698	85%	TOTAL OPERATING EXPENSES	110,107	163,539	67%	144,140	76%	280,678	218,302
39,893	18,914	211%	22,847	175%	EBITDA	214,377	116,360	184%	135,041	159%	86,733	195,194
39,893	18,914	211%	22,847	175%	NET INCOME	214,377	116,360	184%	135,041	159%	86,733	195,194

The Golf Club at Cypress Head
Carts
For the Seven Months Ending April 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
50,676	45,821	111%	51,257	99%	Cart Fee	307,640	321,789	96%	327,224	94%	477,628	456,568
50,676	45,821	111%	51,257	99%	Total Revenues	307,640	321,789	96%	327,224	94%	477,628	456,568
50,676	45,821	111%	51,257	99%	GROSS MARGIN	307,640	321,789	96%	327,224	94%	477,628	456,568
					PAYROLL							
7,100	7,325	97%	7,686	92%	Gross Payroll - Hourly	48,172	51,761	93%	46,970	103%	89,117	78,854
7,100	7,325	97%	7,686	92%	S/T Wages	48,172	51,761	93%	46,970	103%	89,117	78,854
545	560	97%	580	94%	Payroll Tax - FICA	3,819	3,960	96%	3,687	104%	6,817	6,238
127	152	84%	162	78%	Payroll Tax - UC	589	897	66%	726	81%	1,674	1,028
118	134	88%	183	65%	Payroll Tax - WC	872	946	92%	896	97%	1,628	1,398
0	9	5%	5	9%	Benefits	55	64	85%	48	115%	111	98
791	856	92%	931	85%	S/T Adders	5,335	5,867	91%	5,357	100%	10,231	8,762
7,892	8,180	96%	8,617	92%	TOTAL PAYROLL	53,508	57,628	93%	52,327	102%	99,348	87,616
					OPERATING EXPENSES							
29	200	14%	74	39%	Cart Supplies	779	1,439	54%	1,313	59%	2,502	1,242
52	100	52%	0	0%	Cart Repairs	640	733	87%	33	1934%	1,233	640
5,356	5,356	100%	5,356	100%	Cart Lease	37,490	37,490	100%	37,490	100%	64,268	64,268
1,002	1,201	83%	1,041	96%	Utilities - Electric	6,816	6,205	110%	6,045	113%	10,486	11,340
6,438	6,856	94%	6,471	99%	TOTAL OPERATING EXPENSES	45,725	45,866	100%	44,881	102%	78,490	77,490
36,347	30,785	118%	36,168	100%	EBITDA	208,408	218,294	95%	230,016	91%	299,790	291,462
36,347	30,785	118%	36,168	100%	NET INCOME	208,408	218,294	95%	230,016	91%	299,790	291,462

The Golf Club at Cypress Head
Range
For the Seven Months Ending April 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
4,285	3,074	139%	3,850	111%	REVENUES							
4,285	3,074	139%	3,850	111%	Range	24,033	22,682	106%	23,458	102%	36,706	36,428
4,285	3,074	139%	3,850	111%	Total Revenues	24,033	22,682	106%	23,458	102%	36,706	36,428
4,285	3,074	139%	3,850	111%	GROSS MARGIN	24,033	22,682	106%	23,458	102%	36,706	36,428
1,325	1,600	83%	1,060	125%	OPERATING EXPENSES							
0	100	0%	261	0%	Range Balls	2,650	3,055	87%	2,515	105%	3,055	2,650
439	0	175700%	0	0%	Range Equipment	501	1,289	39%	1,149	44%	1,789	518
0	0	0%	0	0%	Range Expenses	439	0	175700%	0	0%	0	439
1,764	1,701	104%	1,321	134%	Repair & Maint - Equipment	0	300	0%	0	0%	600	0
2,521	1,374	184%	2,530	100%	TOTAL OPERATING EXPENSES	3,591	4,644	77%	3,664	98%	5,444	3,607
2,521	1,374	184%	2,530	100%	EBITDA	20,442	18,038	113%	19,794	103%	31,262	32,821
2,521	1,374	184%	2,530	100%	NET INCOME	20,442	18,038	113%	19,794	103%	31,262	32,821

The Golf Club at Cypress Head
F & B Cafe
For the Seven Months Ending April 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Food & Beverage	63,318	88,400	72%	0	0%	88,400	71,715
0	0	0%	0	0%	Beer	34,326	33,000	104%	0	0%	33,000	39,847
0	0	0%	0	0%	Liquor	19,723	20,900	94%	0	0%	20,900	21,269
0	0	0%	0	0%	Wine	3,896	4,300	91%	0	0%	4,300	4,220
0	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
0	0	0%	0	0%	Total Revenues	121,455	146,600	83%	0	0%	146,600	137,242
COST OF GOODS SOLD												
1,061	0	0%	0	0%	COGS - Food & Beverage	29,560	33,358	89%	0	0%	33,358	32,126
878	0	0%	0	0%	COGS - Beer	17,668	13,430	132%	0	0%	13,430	20,337
1,321	0	0%	0	0%	COGS - Liquor	6,638	5,858	113%	0	0%	5,858	7,346
252	0	0%	0	0%	COGS - Wine	1,707	1,212	141%	0	0%	1,212	1,806
3,511	0	0%	0	0%	Total COGS	55,573	53,858	103%	0	0%	53,858	61,615
(3,511)	0	0%	0	0%	GROSS MARGIN	65,882	92,742	71%	0	0%	92,742	75,627
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Food & Beverage %	46.68%	37.74%	123.72%	0.00%	0.00%	37.74%	303.75%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Beer %	51.47%	40.70%	126.47%	0.00%	0.00%	40.70%	334.81%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Liquor %	33.65%	28.03%	120.07%	0.00%	0.00%	28.03%	206.65%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Wine %	43.82%	28.19%	155.46%	0.00%	0.00%	28.19%	261.56%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - All Food & Bev	45.83%	36.74%	124.74%	0.00%	0.00%	36.74%	295.00%
PAYROLL												
0	0	0%	0	0%	Gross Kitchen Payroll - Salaried	33,256	30,300	110%	0	0%	30,300	38,256
0	0	0%	0	0%	Gross Kitchen Payroll - Hourly	34,550	31,500	110%	0	0%	31,500	38,307
0	0	0%	0	0%	S/T Wages	67,806	61,800	110%	0	0%	61,800	76,563
0	0	0%	0	0%	Payroll Tax - FICA	5,177	4,650	111%	0	0%	4,650	6,045
0	0	0%	0	0%	Payroll Tax - UC	613	2,055	30%	0	0%	2,055	707
0	0	0%	0	0%	Payroll Tax - WC	1,413	1,200	118%	0	0%	1,200	1,543
1,465	0	0%	0	0%	Benefits	6,959	4,500	155%	0	0%	4,500	6,959
1,465	0	0%	0	0%	S/T Adders	14,161	12,405	114%	0	0%	12,405	15,254
1,465	0	0%	0	0%	TOTAL PAYROLL	81,967	74,205	110%	0	0%	74,205	91,817
OPERATING EXPENSES												
0	0	0%	0	0%	Bar Supplies	144	1,050	14%	0	0%	1,050	406
0	0	0%	0	0%	Dining Room Supplies	4,027	2,550	158%	0	0%	2,550	4,194
0	0	0%	0	0%	Kitchen Supplies	974	1,350	72%	0	0%	1,350	1,228
0	0	0%	0	0%	Laundry/Linens	1,465	1,650	89%	0	0%	1,650	1,542
0	0	0%	0	0%	Office Supplies	316	300	105%	0	0%	300	316
0	0	0%	0	0%	Contract Cleaning	4,925	4,872	101%	0	0%	4,872	5,304
0	0	0%	0	0%	Pest Control	0	750	0%	0	0%	750	125
0	0	0%	0	0%	Repair & Maint - Equipment	650	1,350	48%	0	0%	1,350	650
0	0	0%	0	0%	Equipment Lease	910	900	101%	0	0%	900	1,060
0	0	0%	0	0%	Utilities - Gas	5,237	3,600	145%	0	0%	3,600	5,237
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	18,730	18,372	102%	0	0%	18,372	20,143
(4,976)	0	0%	0	0%	EBITDA	(34,815)	165	-21100%	0	0%	165	(36,332)
0	0	0%	0	0%	Management Fee	5,142	5,142	100%	0	0%	5,142	5,999
0	0	0%	0	0%	Management Fees	5,142	5,142	100%	0	0%	5,142	5,999
(4,976)	0	0%	0	0%	NET INCOME	(39,957)	(4,977)	803%	0	0%	(4,977)	(42,331)

The Golf Club at Cypress Head
Golf Shop
For the Seven Months Ending April 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	30
40	28	143%	40	100%	Handicap Fee	4,109	4,468	92%	4,480	92%	4,538	4,259
506	356	142%	535	95%	Lessons	3,367	3,230	104%	3,409	99%	4,480	6,229
570	359	159%	250	228%	Rental Clubs	2,090	1,909	109%	1,800	116%	2,909	3,140
9,957	6,249	159%	5,776	172%	Retail	43,537	37,607	116%	39,135	111%	59,537	68,287
11,073	6,992	158%	6,601	168%	Total Revenues	53,103	47,214	112%	48,824	109%	71,464	81,945
COST OF GOODS SOLD												
6,424	4,062	158%	2,919	220%	COGS - Merchandise	26,258	24,445	107%	23,132	114%	38,699	40,561
6,424	4,062	158%	2,919	220%	Total COGS	26,258	24,445	107%	23,132	114%	38,699	40,561
4,649	2,930	159%	3,682	126%	GROSS MARGIN	26,846	22,770	118%	25,691	104%	32,765	41,384
64.51%	65.00%	99.25%	50.53%	127.67%	COGS - Merchandise %	60.31%	65.00%	92.79%	59.11%	102.03%	65.00%	707.35%
PAYROLL												
4,733	3,883	122%	2,875	165%	Gross Payroll - Hourly	26,117	27,439	95%	23,052	113%	47,241	41,796
4,733	3,883	122%	2,875	165%	S/T Wages	26,117	27,439	95%	23,052	113%	47,241	41,796
362	297	122%	218	166%	Payroll Tax - FICA	2,025	2,099	96%	1,802	112%	3,614	3,292
83	81	103%	66	126%	Payroll Tax - UC	277	431	64%	292	95%	721	385
83	71	117%	74	113%	Payroll Tax - WC	468	501	93%	428	109%	863	743
528	449	118%	357	148%	S/T Adders	2,770	3,032	91%	2,523	110%	5,198	4,420
5,261	4,332	121%	3,233	163%	TOTAL PAYROLL	28,886	30,471	95%	25,575	113%	52,439	46,216
OPERATING EXPENSES												
0	0	0%	69	0%	Office Supplies	89	791	11%	860	10%	892	89
1,114	150	743%	0	0%	Supplies	1,363	1,028	133%	878	155%	1,777	1,412
294	200	147%	(45)	-658%	Tournament Expense	43	200	21%	(537)	-8%	500	385
0	0	0%	0	0%	Handicap Expense	3,705	4,174	89%	4,174	89%	4,360	4,264
0	0	0%	0	0%	Lesson Expense	0	200	0%	0	0%	426	0
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	0	0
1,408	350	402%	24	5753%	TOTAL OPERATING EXPENSES	5,199	6,392	81%	5,374	97%	7,954	6,150
(2,020)	(1,752)	115%	425	-475%	EBITDA	(7,240)	(14,093)	51%	(5,258)	138%	(27,628)	(10,982)
(2,020)	(1,752)	115%	425	-475%	NET INCOME	(7,240)	(14,093)	51%	(5,258)	138%	(27,628)	(10,982)

The Golf Club at Cypress Head
G & A
For the Seven Months Ending April 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
7,737	9,417	82%	9,115	85%	Gross Payroll - Salaried	54,281	65,919	82%	57,933	94%	113,004	98,484
883	0	0%	0	0%	Gross Payroll - Hourly	5,475	0	0%	0	0%	0	5,475
8,620	9,417	92%	9,115	95%	S/T Wages	59,757	65,919	91%	57,933	103%	113,004	103,959
534	720	74%	764	70%	Payroll Tax - FICA	3,906	5,043	77%	4,880	80%	8,645	7,419
14	0	0%	0	0%	Payroll Tax - UC	171	291	59%	237	72%	291	171
148	172	86%	261	57%	Payroll Tax - WC	1,098	1,204	91%	1,368	80%	2,065	1,967
1,345	2,377	57%	1,700	79%	Benefits	14,958	16,638	90%	12,067	124%	28,522	23,810
2,041	3,269	62%	2,724	75%	S/T Adders	20,133	23,176	87%	18,552	109%	39,522	33,368
10,660	12,686	84%	11,839	90%	TOTAL PAYROLL	79,890	89,095	90%	76,486	104%	152,526	137,328
OPERATING EXPENSES												
513	289	178%	224	228%	Janitorial Supplies	3,599	2,097	172%	1,883	191%	4,233	5,202
0	0	0%	0	0%	Laundry/Uniforms	1,212	209	581%	209	581%	1,282	2,035
251	150	167%	374	67%	Office Supplies	3,791	1,377	275%	1,581	240%	2,794	5,198
158	91	174%	55	287%	Alarm System	888	1,517	59%	2,253	39%	2,215	1,648
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	550	0
151	254	60%	151	100%	Computer Service	1,060	1,674	63%	1,572	67%	2,969	2,574
812	0	0%	0	0%	Contract Cleaning	812	0	0%	0	0%	0	812
0	0	0%	0	0%	Guest Relations	64	0	-106500%	32	200%	0	64
0	100	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
0	0	0%	0	0%	Pest Control	375	0	0%	0	0%	0	375
0	333	0%	0	0%	Repair & Maint - Equipment	135	1,384	10%	1,978	7%	2,094	1,207
992	520	191%	32	3137%	Repair & Maint - Building	2,510	1,684	149%	2,365	106%	2,607	3,805
168	168	100%	168	100%	Off-Site Storage	1,176	1,176	100%	1,176	100%	2,016	2,016
1,723	1,947	88%	2,322	74%	Utilities - Other	13,393	15,938	84%	16,313	82%	27,316	25,675
144	176	82%	283	51%	Utilities - Telephone/Fax	586	1,115	62%	1,227	56%	1,866	1,450
657	258	255%	497	132%	Bank Charges	3,454	2,647	130%	3,621	95%	4,240	5,901
(232)	0	70252%	(280)	83%	Cash Short/(Over)	(1,832)	(1)	359253%	(564)	325%	0	(1,964)
200	200	100%	125	160%	Cell Phone	1,342	1,400	96%	1,200	112%	2,400	2,242
4,052	3,993	101%	4,123	98%	City Surcharge R & R	25,055	26,315	95%	26,226	96%	39,942	38,185
0	0	0%	0	0%	Copier/Photocopies	0	107	0%	18	0%	442	693
2,627	2,208	119%	2,595	101%	Credit Card Discounts	18,979	16,335	116%	16,722	113%	27,270	26,666
0	0	0%	0	0%	Donations	316	0	632000%	(267)	-118%	200	316
0	259	0%	0	0%	Dues & Subscriptions	200	479	42%	220	91%	1,179	1,019
0	200	0%	0	0%	Education & Training	0	350	0%	150	0%	350	0
0	100	0%	(105)	0%	Employee Relations	1,086	1,471	74%	1,266	86%	1,895	1,541
4,341	3,974	109%	3,858	113%	Insurance Expense	30,389	27,820	109%	27,009	113%	47,691	51,294
0	40	0%	0	0%	Member Relations	0	278	0%	65	0%	478	0
0	14	0%	0	0%	Messenger Service - Fedex	199	181	110%	168	119%	379	223
0	0	0%	0	0%	Miscellaneous	0	0	0%	(36)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	12,000	12,500	96%	12,000	100%	12,500	12,000
0	0	0%	0	0%	O/S - Legal	720	0	0%	0	0%	80	720
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	0	0%	56	0
0	0	0%	0	0%	O/S - Other	0	0	0%	350	0%	0	0
499	450	111%	793	63%	Payroll Processing Fee	3,856	3,148	122%	7,032	55%	5,398	7,213
81	49	164%	162	50%	Postage/Shipping	739	284	260%	396	186%	801	1,281
(30)	(30)	100%	285	-11%	Tax/Licenses/Fees	(210)	(210)	100%	105	-200%	(385)	(285)
360	0	0%	37	971%	Travel - Meals	1,930	0	0%	1,470	131%	0	2,169
862	1,620	53%	725	119%	Travel - Other	3,613	8,143	44%	6,047	60%	14,850	7,111
0	0	0%	0	0%	Employee Meals	113	0	0%	0	0%	0	173
18,330	17,361	106%	16,425	112%	TOTAL OPERATING EXPENSES	131,651	129,519	102%	133,787	98%	209,750	208,615
(28,991)	(30,047)	96%	(28,265)	103%	EBITDA	(211,542)	(218,614)	97%	(210,273)	101%	(362,277)	(345,943)
5,827	5,713	102%	5,713	102%	Management Fee	40,790	39,990	102%	39,990	102%	68,554	69,354
5,827	5,713	102%	5,713	102%	Management Fees	40,790	39,990	102%	39,990	102%	68,554	69,354
23	98	24%	37	63%	Deprec - Mach & Equip	162	686	24%	258	63%	1,176	181
72	283	26%	117	62%	Deprec - Buildings	507	1,981	26%	815	62%	3,396	561
96	381	25%	154	62%	S/T DEPR. & AMORT	669	2,667	25%	1,073	62%	4,572	742
(34,914)	(36,141)	97%	(34,131)	102%	NET INCOME	(253,000)	(261,271)	97%	(251,336)	101%	(435,403)	(416,038)

The Golf Club at Cypress Head
Marketing
For the Seven Months Ending April 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
3,811	3,353	114%	4,050	94%	Gross Payroll - Salaried	24,701	23,473	105%	24,499	101%	40,239	40,955
3,811	3,353	114%	4,050	94%	S/T Wages	24,701	23,473	105%	24,499	101%	40,239	40,955
259	257	101%	249	104%	Payroll Tax - FICA	1,768	1,796	98%	1,762	100%	3,078	2,935
0	0	0%	0	0%	Payroll Tax - UC	88	146	60%	115	76%	146	88
67	61	110%	92	74%	Payroll Tax - WC	460	429	107%	447	103%	735	801
288	451	64%	409	70%	Benefits	3,075	3,157	97%	2,934	105%	5,413	5,209
615	769	80%	750	82%	S/T Adders	5,391	5,527	98%	5,258	103%	9,372	9,033
4,426	4,122	107%	4,800	92%	TOTAL PAYROLL	30,092	29,000	104%	29,758	101%	49,611	49,988
OPERATING EXPENSES												
1,450	2,075	70%	692	210%	Advertising & Promotion	10,236	14,793	69%	8,410	122%	26,647	21,254
0	0	0%	0	0%	Miscellaneous	(57)	0	0%	900	-6%	0	2,443
0	100	0%	0	0%	Travel - Other	0	713	0%	112	0%	1,213	0
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,400	0
1,450	2,175	67%	692	210%	TOTAL OPERATING EXPENSES	10,180	15,506	66%	9,422	108%	30,260	23,698
(5,875)	(6,297)	93%	(5,491)	107%	EBITDA	(40,272)	(44,507)	90%	(39,180)	103%	(79,871)	(73,685)
(5,875)	(6,297)	93%	(5,491)	107%	NET INCOME	(40,272)	(44,507)	90%	(39,180)	103%	(79,871)	(73,685)

The Golf Club at Cypress Head
For the Seven Months Ending April 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
126,219	119,169	106%	122,673	103%	Green Fees & Cart Fees	775,021	794,306	98%	793,858	98%	1,180,861	1,127,827
9,957	6,249	159%	5,776	172%	Merchandise	43,537	37,607	116%	39,135	111%	59,537	66,317
1,116	743	150%	825	135%	Other Pro Shop	9,566	9,607	100%	9,689	99%	11,927	13,628
4,285	3,074	139%	3,850	111%	Range	24,033	22,682	106%	23,458	102%	36,706	35,428
0	0	0%	0	0%	Food and Beverage	121,455	146,600	83%	0	0%	146,600	137,242
4,052	3,993	101%	4,123	98%	Other Operating Revenues	25,055	26,317	95%	26,226	96%	39,944	38,185
145,629	133,228	109%	137,248	106%	TOTAL REVENUE	998,667	1,037,119	96%	892,366	112%	1,475,576	1,421,627
COST OF SALES												
6,424	4,062	158%	2,919	220%	Merchandise	26,258	24,445	107%	23,132	114%	38,699	40,561
3,511	0	0%	0	0%	Food & Beverage	55,573	53,858	103%	0	0%	53,858	61,615
9,935	4,062	245%	2,919	340%	TOTAL COGS	81,830	78,303	105%	23,132	354%	92,557	102,176
64.5%	65.0%	99.3%	50.5%	127.7%	COGS - Merchandise %	60.3%	65.0%	92.8%	59.1%	102.0%	65.0%	707.3%
0.0%	0.0%	0.0%	0.0%	0.0%	COGS - Food %	45.8%	36.7%	124.7%	0.0%	0.0%	36.7%	295.0%
PAYROLL												
21,331	31,154	68%	30,994	69%	Course and Grounds	167,952	218,936	77%	213,680	79%	375,767	295,948
7,892	8,180	96%	8,617	92%	Carts, Range, Starters, Etc.	53,508	57,628	93%	52,327	102%	99,348	87,616
5,261	4,332	121%	3,233	163%	Pro Shop	28,886	30,471	95%	25,575	113%	52,439	46,216
1,465	0	0%	0	0%	Food and Beverage	81,967	74,205	110%	0	0%	74,205	91,817
10,660	12,686	84%	11,839	90%	General and Administrative	79,890	89,095	90%	76,486	104%	152,526	137,328
4,426	4,122	107%	4,800	92%	Marketing	30,092	29,000	104%	29,758	101%	49,611	49,988
51,034	60,474	84%	59,483	86%	TOTAL PAYROLL	442,295	499,336	89%	397,825	111%	803,897	708,911
OPERATING EXPENSES												
18,371	27,272	67%	21,698	85%	Course and Grounds	110,107	163,539	67%	144,140	76%	280,678	218,302
8,202	8,557	96%	7,792	105%	Carts, Range, Starters, Etc.	49,315	50,510	98%	48,546	102%	83,934	81,097
1,408	350	402%	24	5753%	Pro Shop	5,199	6,392	81%	5,374	97%	7,954	6,150
0	0	0%	0	0%	Food and Beverage	18,730	18,372	102%	0	0%	18,372	20,143
18,330	17,361	106%	16,425	112%	General and Administrative	131,651	129,519	102%	133,787	98%	209,750	208,615
1,450	2,175	67%	692	210%	Marketing	10,180	15,506	66%	9,422	108%	30,260	23,698
47,762	55,715	86%	46,632	102%	TOTAL OPERATING EXPENSES	325,183	383,839	85%	341,269	95%	630,948	558,005
108,731	120,251	90%	109,034	100%	TOTAL EXPENSES	849,308	961,477	88%	762,226	111%	1,527,402	1,369,092
36,898	12,977	284%	28,214	131%	EBITDA	149,359	75,642	197%	130,140	115%	(51,825)	52,535

The Golf Club at Cypress Head
For the Seven Months Ending April 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
36,898	12,977	284%	28,214	131%	EBITDA	149,359	75,642	197%	130,140	115%	(51,825)	52,535
(5,827)	(5,713)	102%	(5,713)	102%	MANAGEMENT FEES	(45,931)	(45,132)	102%	(39,990)	115%	(73,696)	(75,353)
(96)	(381)	25%	(154)	62%	OTHER INCOME (EXPENSE)	(669)	(2,667)	25%	(1,073)	62%	(4,572)	(742)
(96)	(381)	25%	(154)	62%	Depreciation & Amortization	(669)	(2,667)	25%	(1,073)	62%	(4,572)	(742)
30,976	6,883	450%	22,348	139%	TOTAL OTHER INCOME (EXPENSE)	102,759	27,843	369%	89,077	115%	(130,094)	(23,559)
					NET INCOME							
4,083	3,972	103%	4,065	100%	Paid Rounds	24,317	24,828	98%	24,714	98%	37,150	36,507
594	657	90%	647	92%	Annual Pass Rounds	4,583	5,410	85%	5,353	86%	8,542	7,325
210	247	85%	246	85%	Other Rounds	1,553	1,645	94%	1,630	95%	2,924	2,642
4,887	4,876	100%	4,958	99%	Total Rounds	30,453	31,883	96%	31,697	96%	48,615	46,474
36	34	106%	34	106%	Revenue/Paid Rounds	41	42	98%	36	114%	40	464
30	27	109%	28	108%	Revenue/Total Rounds	33	33	101%	28	116%	30	362

Ranges: From:
Date: 4/1/2018
Account: First

To:
4/30/2018
Last

Sorted By:
Include:
Print Currency In: Functional (Z-US\$)

Account
Posting, Unit

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$214,905.01	\$150,541.64	\$128,731.84	\$21,809.80	\$236,714.81
	10050-5950-900	Cash - Course Payroll BMO	\$34,792.37	\$67,074.53	\$67,580.98	(\$506.45)	\$34,285.92
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	\$0.00	\$40,754.60	\$40,659.60	\$95.00	\$95.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$1,861.33	\$21,651.90	\$20,947.29	\$704.61	\$2,565.94
	11280-5950-900	Allow For Doubtful Accts	\$0.00	\$450.00	\$450.00	\$0.00	\$0.00
	12000-5950-900	Inventory - Merchandise	\$14,618.41	\$6,403.57	\$6,481.35	(\$77.78)	\$14,540.63
	12180-5950-900	Inventory - Food	\$695.16	\$33.91	\$729.07	(\$695.16)	\$0.00
	12200-5950-900	Inventory - Beverage	\$331.50	\$0.00	\$331.50	(\$331.50)	\$0.00
	12220-5950-900	Inventory - Beer	\$877.94	\$705.68	\$1,583.62	(\$877.94)	\$0.00
	12240-5950-900	Inventory - Liquor	\$1,320.99	\$0.00	\$1,320.99	(\$1,320.99)	\$0.00
	12260-5950-900	Inventory - Wine	\$251.83	\$0.00	\$251.83	(\$251.83)	\$0.00
	13020-5950-900	Prepaid Insurance	\$12,506.75	\$0.00	\$4,341.35	(\$4,341.35)	\$8,165.40
	13040-5950-900	Prepaid Exp - Other	\$6,224.22	\$7,969.84	\$6,136.58	\$1,833.26	\$8,057.48
	13480-5950-900	Deposit - Vendors	\$3,000.00	\$0.00	\$2,250.00	(\$2,250.00)	\$750.00
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$3,468.38)	\$0.00	\$23.12	(\$23.12)	(\$3,491.50)
	22080-5950-900	Accum. Deprec - Buildings	(\$22,487.57)	\$0.00	\$72.41	(\$72.41)	(\$22,559.98)
	30000-5950-900	Accts Pay - Trade	(\$16,557.29)	\$101,955.55	\$108,826.12	(\$6,870.57)	(\$23,427.86)
	30040-5950-900	Accts Pay - Other	(\$22,204.23)	\$11,183.97	\$11,032.63	\$151.34	(\$22,052.89)
	31000-5950-900	Accrued Expenses	(\$807.87)	\$21,090.17	\$22,665.84	(\$1,575.67)	(\$2,383.54)
	31020-5950-900	Accrued Payroll	(\$35,148.32)	\$27,786.19	\$21,878.27	\$5,907.92	(\$29,240.40)
	31080-5950-900	Accrued Tips Payable	(\$89.00)	\$1,004.35	\$915.35	\$89.00	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$10,540.60)	\$10,540.60	\$8,349.81	\$2,190.79	(\$8,349.81)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$4,052.34	\$4,052.34	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$1,937.15)	\$1,015.27	\$978.65	\$36.62	(\$1,900.53)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$1,425.57)	\$1,440.78	\$1,415.78	\$25.00	(\$1,400.57)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$24,964.93)	\$4,160.82	\$0.00	\$4,160.82	(\$20,804.11)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$25,714.27)	\$4,439.71	\$924.00	\$3,515.71	(\$22,198.56)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$125.14)	\$2,620.22	\$2,620.22	\$0.00	(\$125.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$20,978.34)	\$745.31	\$490.25	\$255.06	(\$20,723.28)
	32100-5950-900	Deferred Rev - Credit Books	(\$14,945.69)	\$983.24	\$872.23	\$111.01	(\$14,834.68)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$55,098.36)	\$9,183.06	\$0.00	\$9,183.06	(\$45,915.30)
	32220-5950-900	Deferred Rev - Founders Pass	(\$608.62)	\$101.44	\$0.00	\$101.44	(\$507.18)
	49020-5950-900	Retained Earnings - Current	\$1.17	\$0.00	\$0.00	\$0.00	\$1.17
	50000-5950-100	Green Fees - Annual Pass	(\$52,027.73)	\$0.00	\$8,701.97	(\$8,701.97)	(\$60,729.70)
	50040-5950-100	Green Fees - Member	(\$318,808.16)	\$663.40	\$63,451.32	(\$62,787.92)	(\$381,596.08)
	50070-5950-100	Green Fees - (surcharge)	(\$21,002.89)	\$4,052.34	\$8,104.68	(\$4,052.34)	(\$25,055.23)
	50500-5950-200	Cart Fee 18	(\$203,928.94)	\$0.00	\$41,493.28	(\$41,493.28)	(\$245,422.22)
	50520-5950-200	Cart Fee - Annual Trail	(\$53,034.97)	\$0.00	\$9,183.06	(\$9,183.06)	(\$62,218.03)
	52090-5950-600	Handicap Fee	(\$4,069.00)	\$0.00	\$40.00	(\$40.00)	(\$4,109.00)
	52150-5950-600	Lessons	(\$2,861.10)	\$0.00	\$506.00	(\$506.00)	(\$3,367.10)
	52280-5950-600	Rental Clubs	(\$1,520.00)	\$0.00	\$570.00	(\$570.00)	(\$2,090.00)
	52310-5950-600	Retail	(\$33,580.18)	\$0.00	\$9,956.90	(\$9,956.90)	(\$43,537.08)
	53050-5950-220	Range Pass Revenue	(\$19,747.52)	\$0.00	\$4,285.46	(\$4,285.46)	(\$24,032.98)
	54000-5950-540	Food	(\$57,120.76)	\$0.00	\$0.00	\$0.00	(\$57,120.76)
	54030-5950-540	Beverage	(\$6,197.33)	\$0.00	\$0.00	\$0.00	(\$6,197.33)
	54060-5950-540	Beer	(\$34,326.48)	\$0.00	\$0.00	\$0.00	(\$34,326.48)
	54090-5950-540	Liquor	(\$19,723.33)	\$0.00	\$0.00	\$0.00	(\$19,723.33)
	54120-5950-540	Wine	(\$3,895.92)	\$0.00	\$0.00	\$0.00	(\$3,895.92)
	54220-5950-540	F&B Other Income	(\$190.68)	\$0.00	\$0.00	\$0.00	(\$190.68)
	56120-5950-100	City Surcharge R & R	(\$21,002.89)	\$0.00	\$4,052.34	(\$4,052.34)	(\$25,055.23)
	60000-5950-600	COGS - Merchandise - Accessories	\$19,833.94	\$6,423.62	\$0.00	\$6,423.62	\$26,257.56
	61000-5950-540	COGS - Food	\$26,505.81	\$729.07	\$0.00	\$729.07	\$27,234.88
	61010-5950-540	COGS - Beverage	\$1,993.29	\$331.50	\$0.00	\$331.50	\$2,324.79

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	61020-5950-540	COGS - Beer	\$16,790.19	\$877.94	\$0.00	\$877.94	\$17,668.13
	61030-5950-540	COGS - Liquor	\$5,316.73	\$1,320.99	\$0.00	\$1,320.99	\$6,637.72
	61040-5950-540	COGS - Wine	\$1,455.31	\$251.83	\$0.00	\$251.83	\$1,707.14
	70000-5950-100	Gross Payroll - Salaried	\$33,656.54	\$9,686.79	\$2,928.57	\$6,758.22	\$40,414.76
	70000-5950-900	Gross Payroll - Salaried	\$46,544.57	\$11,058.29	\$3,321.44	\$7,736.85	\$54,281.42
	70000-5950-950	Gross Payroll - Salaried	\$20,890.73	\$5,122.02	\$1,311.44	\$3,810.58	\$24,701.31
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$33,255.75	\$3,640.40	\$3,640.40	\$0.00	\$33,255.75
	70010-5950-100	Gross Payroll - Hourly	\$88,294.86	\$18,971.25	\$7,375.56	\$11,595.69	\$99,890.55
	70010-5950-200	Gross Payroll - Hourly	\$41,072.06	\$10,082.48	\$2,982.10	\$7,100.38	\$48,172.44
	70010-5950-600	Gross Payroll - Hourly	\$21,383.73	\$6,613.50	\$1,880.68	\$4,732.82	\$26,116.55
	70010-5950-900	Gross Payroll - Hourly	\$4,592.30	\$1,167.30	\$284.25	\$883.05	\$5,475.35
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$34,549.75	\$2,380.48	\$2,380.48	\$0.00	\$34,549.75
	71000-5950-100	Payroll Tax - FICA	\$8,729.66	\$1,931.99	\$832.34	\$1,099.65	\$9,829.31
	71000-5950-200	Payroll Tax - FICA	\$3,273.75	\$780.36	\$235.16	\$545.20	\$3,818.95
	71000-5950-540	Payroll Tax - FICA	\$5,176.97	\$433.54	\$433.54	\$0.00	\$5,176.97
	71000-5950-600	Payroll Tax - FICA	\$1,662.78	\$509.14	\$147.16	\$361.98	\$2,024.76
	71000-5950-900	Payroll Tax - FICA	\$3,372.36	\$792.33	\$258.58	\$533.75	\$3,906.11
	71000-5950-950	Payroll Tax - FICA	\$1,508.81	\$359.77	\$100.33	\$259.44	\$1,768.25
	71010-5950-100	Payroll Tax - UC	\$811.42	\$205.40	\$0.00	\$205.40	\$1,016.82
	71010-5950-200	Payroll Tax - UC	\$462.15	\$127.22	\$0.00	\$127.22	\$589.37
	71010-5950-540	Payroll Tax - UC	\$612.61	\$28.20	\$28.20	\$0.00	\$612.61
	71010-5950-600	Payroll Tax - UC	\$193.71	\$83.02	\$0.00	\$83.02	\$276.73
	71010-5950-900	Payroll Tax - UC	\$157.76	\$13.70	\$0.00	\$13.70	\$171.46
	71010-5950-950	Payroll Tax - UC	\$87.50	\$0.00	\$0.00	\$0.00	\$87.50
	71020-5950-100	Payroll Tax - WC	\$2,253.84	\$339.67	\$0.00	\$339.67	\$2,593.51
	71020-5950-200	Payroll Tax - WC	\$753.64	\$118.28	\$0.00	\$118.28	\$871.92
	71020-5950-540	Payroll Tax - WC	\$1,412.52	\$110.75	\$110.75	\$0.00	\$1,412.52
	71020-5950-600	Payroll Tax - WC	\$385.16	\$83.26	\$0.00	\$83.26	\$468.42
	71020-5950-900	Payroll Tax - WC	\$949.93	\$147.63	\$0.00	\$147.63	\$1,097.56
	71020-5950-950	Payroll Tax - WC	\$392.46	\$67.30	\$0.00	\$67.30	\$459.76
	71030-5950-100	Benefits	\$12,875.39	\$4,752.14	\$3,420.03	\$1,332.11	\$14,207.50
	71030-5950-200	Benefits	\$54.45	\$73.30	\$72.84	\$0.46	\$54.91
	71030-5950-540	Benefits	\$5,493.90	\$1,984.55	\$519.53	\$1,465.02	\$6,958.92
	71030-5950-900	Benefits	\$13,612.86	\$3,226.93	\$1,881.45	\$1,345.48	\$14,958.34
	71030-5950-950	Benefits	\$2,786.78	\$867.61	\$579.32	\$288.29	\$3,075.07
	80050-5950-540	Bar Supplies	\$144.45	\$0.00	\$0.00	\$0.00	\$144.45
	80110-5950-200	Cart Supplies	\$750.26	\$28.73	\$0.00	\$28.73	\$778.99
	80120-5950-100	Chemicals	\$3,085.56	\$387.52	\$0.00	\$387.52	\$3,473.08
	80170-5950-100	Course Accessories	\$502.08	\$0.00	\$0.00	\$0.00	\$502.08
	80190-5950-540	Dining Room Supplies	\$4,027.11	\$0.00	\$0.00	\$0.00	\$4,027.11
	80230-5950-100	Fertilizer	\$12,019.27	\$2,334.11	\$0.00	\$2,334.11	\$14,353.38
	80270-5950-100	Fuel	\$4,918.55	\$1,668.21	\$0.00	\$1,668.21	\$6,586.76
	80280-5950-100	Fungicides	\$850.34	\$150.21	\$0.00	\$150.21	\$1,000.55
	80320-5950-100	Herbicides	\$7,641.34	\$1,751.92	\$425.25	\$1,326.67	\$8,968.01
	80370-5950-100	Insecticides	\$2,468.83	\$1,372.26	\$0.00	\$1,372.26	\$3,841.09
	80380-5950-900	Janitorial Supplies	\$3,086.25	\$512.67	\$0.00	\$512.67	\$3,598.92
	80390-5950-540	Kitchen Supplies	\$974.34	\$0.00	\$0.00	\$0.00	\$974.34
	80410-5950-540	Laundry/Linens	\$1,465.00	\$0.00	\$0.00	\$0.00	\$1,465.00
	80420-5950-900	Laundry/Uniforms	\$1,212.43	\$0.00	\$0.00	\$0.00	\$1,212.43
	80520-5950-540	Office Supplies	\$316.27	\$0.00	\$0.00	\$0.00	\$316.27
	80520-5950-600	Office Supplies	\$89.24	\$0.00	\$0.00	\$0.00	\$89.24
	80520-5950-900	Office Supplies	\$3,540.00	\$251.14	\$0.00	\$251.14	\$3,791.14
	80610-5950-220	Range Balls	\$1,325.00	\$1,325.00	\$0.00	\$1,325.00	\$2,650.00
	80620-5950-220	Range Equipment	\$501.32	\$0.00	\$0.00	\$0.00	\$501.32
	80630-5950-220	Range Expenses	\$0.00	\$439.25	\$0.00	\$439.25	\$439.25
	80690-5950-100	Sand/Topdress	\$2,041.86	\$0.00	\$0.00	\$0.00	\$2,041.86
	80710-5950-100	Seeds/Trees	\$1,529.89	\$0.00	\$0.00	\$0.00	\$1,529.89
	80730-5950-100	Small Tools	\$220.70	\$0.00	\$0.00	\$0.00	\$220.70
	80780-5950-600	Supplies	\$248.67	\$1,114.00	\$0.00	\$1,114.00	\$1,362.67
	80810-5950-600	Tournament Expense	(\$251.74)	\$294.31	\$0.00	\$294.31	\$42.57
	81010-5950-900	Alarm System	\$730.26	\$158.00	\$0.00	\$158.00	\$888.26
	81090-5950-200	Cart Repairs	\$588.50	\$151.87	\$100.00	\$51.87	\$640.37
	81130-5950-900	Computer Service	\$908.82	\$151.47	\$0.00	\$151.47	\$1,060.29

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81140-5950-540	Contract Cleaning - Tavern	\$4,924.78	\$812.00	\$812.00	\$0.00	\$4,924.78
	81140-5950-900	Contract Cleaning	\$0.00	\$812.00	\$0.00	\$812.00	\$812.00
	81200-5950-900	Guest Relations	\$63.90	\$0.00	\$0.00	\$0.00	\$63.90
	81220-5950-600	Handicap Expense	\$3,705.00	\$0.00	\$0.00	\$0.00	\$3,705.00
	81250-5950-100	Irrigation	\$3,700.89	\$132.23	\$0.00	\$132.23	\$3,833.12
	81300-5950-900	Pest Control	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
	81350-5950-100	Repair & Maint - Equipment	\$10,078.75	\$2,462.32	\$0.00	\$2,462.32	\$12,541.07
	81350-5950-540	Repair & Maint - Equipment	\$649.95	\$0.00	\$0.00	\$0.00	\$649.95
	81350-5950-900	Repair & Maint - Equipment	\$135.00	\$0.00	\$0.00	\$0.00	\$135.00
	81360-5950-100	Repair & Maint - Building	\$99.92	\$121.36	\$0.00	\$121.36	\$221.28
	81360-5950-900	Repair & Maint - Building	\$1,517.78	\$992.15	\$0.00	\$992.15	\$2,509.93
	82000-5950-200	Cart Lease	\$32,134.02	\$5,355.67	\$0.00	\$5,355.67	\$37,489.69
	82020-5950-100	Equipment Lease	\$31,896.48	\$5,316.08	\$0.00	\$5,316.08	\$37,212.56
	82020-5950-540	Equipment Lease	\$909.75	\$0.00	\$0.00	\$0.00	\$909.75
	82060-5950-900	Off-Site Storage	\$1,008.00	\$168.00	\$0.00	\$168.00	\$1,176.00
	83000-5950-100	Utilities - Electric	\$1,278.22	\$194.42	\$0.00	\$194.42	\$1,472.64
	83000-5950-200	Utilities - Electric	\$5,813.67	\$1,001.94	\$0.00	\$1,001.94	\$6,815.61
	83010-5950-540	Utilities - Gas	\$5,236.65	\$0.00	\$0.00	\$0.00	\$5,236.65
	83020-5950-100	Utilities - Other	\$7,412.93	\$2,531.72	\$0.00	\$2,531.72	\$9,944.65
	83020-5950-900	Utilities - Other	\$11,669.60	\$1,723.23	\$0.00	\$1,723.23	\$13,392.83
	83030-5950-100	Utilities - Telephone/Fax	\$510.44	\$118.66	\$0.00	\$118.66	\$629.10
	83030-5950-900	Utilities - Telephone/Fax	\$542.43	\$144.02	\$0.00	\$144.02	\$686.45
	83050-5950-100	Utilities - Water	\$1,360.13	\$228.00	\$0.00	\$228.00	\$1,588.13
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$8,786.72	\$1,798.52	\$349.00	\$1,449.52	\$10,236.24
	85020-5950-900	Bank Charges	\$2,796.29	\$752.24	\$95.00	\$657.24	\$3,453.53
	85050-5950-900	Cash Short/(Over)	(\$1,600.36)	\$566.90	\$798.73	(\$231.83)	(\$1,832.19)
	85060-5950-900	Cell Phone	\$1,142.07	\$200.00	\$0.00	\$200.00	\$1,342.07
	85070-5950-900	City Surcharge R & R	\$21,002.89	\$4,052.34	\$0.00	\$4,052.34	\$25,055.23
	85120-5950-900	Credit Card Discounts	\$16,351.43	\$2,627.26	\$0.00	\$2,627.26	\$18,978.69
	85140-5950-900	Donations	\$316.00	\$0.00	\$0.00	\$0.00	\$316.00
	85150-5950-900	Dues & Subscriptions	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
	85190-5950-900	Employee Relations	\$1,086.39	\$2,601.17	\$2,601.49	(\$0.32)	\$1,086.07
	85200-5950-100	Employee Testing	\$93.40	\$0.00	\$0.00	\$0.00	\$93.40
	85280-5950-900	Insurance Expense	\$26,048.10	\$4,341.35	\$0.00	\$4,341.35	\$30,389.45
	85330-5950-900	Messenger Service - Fedex	\$199.49	\$0.00	\$0.00	\$0.00	\$199.49
	85340-5950-950	Miscellaneous	(\$56.55)	\$0.00	\$0.00	\$0.00	(\$56.55)
	85390-5950-900	O/S - Accounting	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
	85410-5950-900	O/S - Legal	\$720.03	\$0.00	\$0.00	\$0.00	\$720.03
	85480-5950-900	Payroll Processing Fee	\$3,357.09	\$3,576.10	\$3,077.26	\$498.84	\$3,855.93
	85490-5950-900	Postage/Shipping	\$657.89	\$106.89	\$26.04	\$80.85	\$738.74
	85610-5950-900	Tax/Licenses/Fees	(\$180.00)	\$0.00	\$30.00	(\$30.00)	(\$210.00)
	85660-5950-540	Loss/Theft	\$81.96	\$0.00	\$0.00	\$0.00	\$81.96
	85710-5950-900	Travel - Meals	\$1,569.60	\$360.06	\$0.00	\$360.06	\$1,929.66
	85720-5950-100	Travel - Other	\$26.37	\$27.03	\$0.00	\$27.03	\$53.40
	85720-5950-900	Travel - Other	\$2,751.29	\$862.00	\$0.00	\$862.00	\$3,613.29
	89020-5950-900	Employee Meals	\$113.21	\$0.00	\$0.00	\$0.00	\$113.21
	90000-5950-540	Management Fee - Tavern	\$5,141.58	\$0.00	\$0.00	\$0.00	\$5,141.58
	90000-5950-900	Management Fee	\$34,962.66	\$5,827.11	\$0.00	\$5,827.11	\$40,789.77
	98020-5950-900	Deprec - Mach & Equip	\$138.72	\$23.12	\$0.00	\$23.12	\$161.84
	98040-5950-900	Deprec - Buildings	\$434.46	\$72.41	\$0.00	\$72.41	\$506.87
	RCMWD-5950-100	Rounds - Complimentary - Weekday	12,381.00	116.00	0.00	116.00	12,497.00
	REMWd-5950-100	Rounds - Employee - Weekday	18,387.00	94.00	0.00	94.00	18,481.00
	RMBWD-5950-100	Rounds - Member - Weekday	68,788.00	594.00	0.00	594.00	69,382.00
	RPKWD-5950-100	Rounds - Peak - Weekday	359,279.00	4,083.00	0.00	4,083.00	363,362.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			175	\$0.00	\$660,296.95	\$660,296.95	\$0.00



May 18th, 2018

Robin Fenwick
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for April 2018 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING April 2018								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 75,542	\$ 73,347	\$ 2,195		\$ 467,381	\$ 472,517	\$ 466,634	\$ (5,136)
Cart Fees	\$ 50,676	\$ 45,821	\$ 4,855		\$ 307,640	\$ 321,789	\$ 327,224	\$ (14,149)
Range	\$ 4,285	\$ 3,074	\$ 1,211		\$ 24,033	\$ 22,682	\$ 23,456	\$ 1,351
Pro- Shop Revenues	\$ 11,073	\$ 6,992	\$ 4,081		\$ 53,103	\$ 47,214	\$ 48,824	\$ 5,889
City Surcharge R/R	\$ 4,052	\$ 3,993	\$ 59		\$ 25,055	\$ 26,317	\$ 26,226	\$ (1,262)
Total Revenue	\$ 145,628	\$ 133,227	\$ 12,401		\$ 877,212	\$ 890,519	\$ 892,364	\$ (13,307)
Cost of Sales	\$ 6,424	\$ 4,062	\$ 2,362		\$ 26,258	\$ 2,445	\$ 23,132	\$ 23,813
Merchandise	\$ 6,424	\$ 4,062	\$ 2,362	64%	\$ 26,258	\$ 2,445	\$ 23,132	\$ 23,813
Gross Margin	\$ 139,204	\$ 129,165	\$ 10,039		\$ 850,954	\$ 888,074	\$ 869,232	\$ (37,120)
Total Payroll	\$ 51,034	\$ 61,474	\$ (10,440)		\$ 360,328	\$ 425,131	\$ 397,825	\$ (64,803)
Total Operating Expenses	\$ 47,762	\$ 55,715	\$ (7,953)		\$ 306,453	\$ 365,467	\$ 341,269	\$ (59,014)
Net Operating Income	\$ 36,898	\$ 12,977	\$ 23,921		\$ 184,174	\$ 75,477	\$ 130,140	\$ 108,697
Other Expenses	\$ 5,923	\$ 6,094	\$ (171)		\$ 41,458	\$ 42,657	\$ 41,053	\$ (1,199)
Management Fee	\$ 5,827	\$ 5,713	\$ 114		\$ 40,789	\$ 39,990	\$ 39,980	\$ 799
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 381	\$ 545		\$ 669	\$ 2,667	\$ 1,073	\$ (1,998)
Net Cash From Ops	\$ 30,975	\$ 6,883	\$ 24,092		\$ 142,716	\$ 32,820	\$ 89,087	\$ 109,896
Rounds								
Total Rounds	4,887	4,876	11		30,453	31,883	31,697	(1,430)
Paid Rounds	4,083	3,972	111		24,317	24,828	24,714	(511)
Avg. GF/CF Total rounds	\$25.83	\$24.44	\$ 1.39		\$25.45	\$24.91	\$25.05	\$ 0.54
Avg. GF/CF Paid rounds	\$30.91	\$30.00	\$ 0.91		\$31.87	\$31.99	\$32.12	\$ (0.12)
Avg. Merchandise/round	\$2.27	\$1.43	\$ 0.83		\$1.74	\$1.48	\$1.54	\$ 0.26

Overview:

- Overall golf revenues for April finished higher than the projected budget for the month. This was as a result of our league play and an active tournament schedule.
- The range revenue was higher than the budgeted amount for April. The pro shop and merchandise sales were much higher than the projected budgeted amount.
- Total payroll for the month was lower than the projected budgeted amount, for a savings of \$10,440. This was as a result of controlling labor costs during days when rounds were reduced.
- Our operating expenses finished lower than the budgeted amount for a savings of \$7,953. The reason for the difference in expenses was due to the timing of invoices for products budgeted that was not received for the month but will come due in May as well as controlling expenses during the month.
- The month of April is the seventh month in our fiscal year 2017-2018. YTD revenues were slightly under the budgeted amount which was related to the losses in January. The range revenue is higher than budgeted and pro shop revenues are also higher than projected. The payroll and operating expenses are both lower than the projected budgeted amounts.
- Due to our savings in payroll and operating expenses we continue to be ahead of budget by \$108,000 for the year, despite the losses sustained in January.

Food & Beverage:

The city has leased the restaurant operations to Kevin Hannah as of April 1st; therefore Kemper Sports will not be including any Food & Beverage information in this report.

R&R Projects:

- There were no projects for the month of April.

Tee Sheet Activity:

- There were 4,887 total rounds for the month which included 4,083 paid rounds, 594 Annual with Cypress Pass member rounds and 210 other rounds. The round type for the month included 4,833 eighteen hole rounds and 956 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

April 2018 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	4083	3972	4065	24317	24714
Annual	594	657	647	4583	5353
Other rounds	210	247	246	1553	1630
Total Rounds	4887	4876	4958	30453	31697

Departmental Summaries:

Course & Grounds/Range

- The weather throughout the month of April was more accommodating for golfers however we did experience multiple days of heavy rains which affected player rounds.
- Fertilizers were applied to the greens, tees and fairways as well as mole cricket spot applications. A pre-emerge application of weed control was performed around the tees, fairways and green surrounds.
- The putting surfaces were spiked and rolled to help maintain smoothness and improve the speed of the putting surfaces.
- The maintenance team is continuing with ongoing maintenance projects around the golf course improving the sand bunkers, teeing areas and cart paths and repairing hole signs and markers.
- With the improvement of the weather pattern during the coming months we will be continuing our agronomic plan including fertilizer applications, insecticides and pre-emergent for weed control.

Golf Shop/Carts

- New merchandise continues to arrive and is regularly updated to enhance the professional nature of the golf shop and help promote merchandise sales. Vendors include Horn Legend, Footjoy, Titleist, Callaway, Bridgestone, Nancy Lopez, Ahead merchandise and St Andrews products. There was \$768.00 in gift card sales purchased for the month with \$11,073 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the fleet. In addition to the monthly process our carts are inspected daily for any



damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.

- The staff at Cypress Head Golf Course continues to offer lesson packages for beginners as well as advanced players. Mike Dick, who is a PGA professional, is continuing a series of Men's, Ladies and junior clinics throughout April.
- We hosted a Callaway Golf demo day which was well attended and offered the opportunity for players to be fitted by a certified Callaway club specialist. This event helped to increase pro shop revenues for the month.
- The MGA and the WGA are continuing their league play along with multiple seasonal groups. We also host a weekly Homeowner's Nine & Dine event where the players enjoy nine holes of golf and return to the clubhouse for their dinner and cocktails. Our summer golf leagues have started and we are proud to host the Chamber of Commerce Group, The Doug Out Group, The Teed Off Golfers and the Wednesday night scramblers. These groups are important to Cypress Head since they play regularly and promote the course to other residents in Port Orange.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is booking tournament events for the 2018-2019 seasons.
- Ms. Hunter will be assisting Mr. Hannah in his marketing efforts to promote the new restaurant at Cypress Head.
- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We continue to maintain our database of emails with approximately 9,916 unique e-mail addresses. The golf staff continues to register player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience all that Cypress Head has to offer.
- Ms. Hunter continues to cultivate her relationships in the community by her continued involvement in the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club.

- We continue to increase the visibility of Cypress Head Golf Course on the various social media platforms such as Facebook, twitter and Instagram.
- Cypress Head hosted three major tournament events during the month of April. These events help to showcase the Cypress Head to the public.

Mindshare Reviews and Comments:

Report run: 5/3/2018 7:56 AM MDT

Data current as of: 5/3/2018 7:55 AM MDT

REPORT CRITERIA

Date of Survey 4/1/18 - 4/30/18

Course Cypress Head Golf Club

Number of Surveys: 41

#	Zip Code	Date Golfer	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Food Rating	Recommend Rating	NPS	Overall Rating w/o F&B	Comments	
Totals					9.0	9.7	8.1	9.0	9.1	65.9	9.0		
Cypress Head Golf Club					9.0	9.7	8.1	9.0	9.1	65.9	9.0		
Golf					9.0	9.7	8.1	9.0	9.1	65.9	9.0		

- There were over 400 questionnaires mailed out to players during April. The overall rating for the golf course received a 9.0 with a recommended rating of 9.1 and our service rating is at 9.7.
- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if



required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- Our entire team is dedicated to being able to serve the needs of our community and our golfers.
- We will be participating in Player Development programs during May and June to introduce more players to the game of golf.
- During the month of May, Cypress Head will be offering promotions for Mother's Day and Folds of Honor on Memorial Day.
- Our staff continues to work together in providing the best in class service to all of the guests.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Jody Graham

Regional Operating Executive
KemperSports Management



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/05/2018

Consent item: No

SUBJECT: (F13) Civil Service Board Appointment

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to nominate Christina Berry to serve on the Civil Service Board.

SUMMARY: The Civil Service Board has one vacancy and the City Clerk has received one application for the position. The applicant is Christina Berry. I have attached her application for your consideration.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Christina Berry application	Christina Berry application.pdf
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Robin Fenwick
Jake Johansson

Created/Initiated - 05/17/2018
Final Approval - 05/17/2018

From: noreply@civicplus.com
Sent: Wednesday, February 07, 2018 8:37 AM
To: CityClerk
Subject: Online Form Submittal: Advisory Boards and Commissions Volunteer Application

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for Civil Service Board, Code Enforcement Board*, Environmental Advisory Board, Parks and Recreation Board, Planning Commission*

Pension Boards* *Field not completed.*

Order of Preference *Field not completed.*

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name Christina
Last Name BERRY
Date of Birth 8/11/1986
Telephone 2075773926
Email Address Clberraw86@gmail.com
Business Telephone *Field not completed.*

Are you a registered voter in Port Orange?	Yes
Address	1008 tompkins dr
City Council District	<i>Field not completed.</i>
How long have you been a resident of Port Orange?	1 year
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Susie crossley 2075772090
Reference 2	Ian Ashland 2073448415
Reference 3	Josh moody 2072400866

Education

High School	Lewiston high school
Date Graduated High School	6/4/2004
College	University of southern Maine
Date Graduated College	6/1/2010
Degree	Leadership and organizarional studies

Additional Information

Work Experience	Teletech 3 months.
Interests / Activities	Animals
Community Involvement	Volunteer with Sevhs
Why do you desire to serve on these boards?	Yes
Resume / Additional Information	<i>Field not completed.</i>

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign Christina L Berry

Date *Field not completed.*

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/05/2018

Consent item: No

SUBJECT: (G14) Miscellaneous Write-offs - A&A Automotive

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the write-offs listed in the attachment and authorize the Finance Director to adjust accounts accordingly.

SUMMARY: Between December 1, 2009 and November 30, 2012 the City contracted with A&A Wrecker for towing services. During the contract term, A&A made only 7 payments (out of the 36 payments required by contract) leaving an outstanding balance of \$145,000 owed to the City. Penalties and interest added to this amount bring the total to \$282,559.

Despite several attempts to collect this debt, the City remains unpaid and A&A Wrecker has been dissolved and has no remaining assets. In May 2017, the company was debarred from doing business with the City.

The Finance Department is seeking approval to write-off the miscellaneous receivable account balance of \$282,558.59. Because this debt was recognized as uncollectible in 2014, an allowance for doubtful accounts was set up at that time. The City's current year financial statements will not be adversely impacted by this action.

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Project No.: Funding Account No.:

ATTACHMENTS:

1.	A&A Automotive Account Receivable Balance	A&A Automotive.pdf
2.	Memo re A&A Wrecker Debarment	20170216 Memo re Wrecker Debarment.pdf
3.	A&A Wrecker Debarment	A&A Wrecker Debarment.pdf

Tracey Riehm
Christine Aiken
Tracey Riehm
Thomas Grimaldi

Created/Initiated - 03/29/2018
Approved - 04/16/2018
Approved - 05/07/2018
Approved - 05/08/2018

Matthew Jones
Jake Johansson
Robin Fenwick

Approved - 05/22/2018
Approved - 05/22/2018
Final Approval - 05/22/2018

Proposed Miscellaneous Receivable Write-off deemed uncollectible by COPO City Attorney's Office

Line #	Type	Address	Account Number	Name	Lien Date	Lien Amount	Penalties as of 02/28/2018	Less Payments to Date	Total Balance Proposed for Write Off	Reason for Write Off
1	MISCELLANEOUS - WRECKER SERVICE	830-C COMMONWEALTH BLVD.	1641	A & A AUTOMOTIVE		\$ 145,000.00	\$ 137,558.59		282,558.59	Charges deemed uncollectible by COPO Legal Dept; Company has been dissolved since 2013 and debarred from the City in 2017.
									-	
								TOTAL:	\$ 282,558.59	



MEMORANDUM

TO: Michael H. Johansson, City Manager

FROM: Thomas R. Grimaldi, Chief of Police

DATE: February 16, 2017

RE: **A&A Wrecker Debarment**

Please consider this my formal request to debar A&A Automotive & Wrecker Service Inc ("A&A") in accordance with Section 2-276 of the Code of Ordinances of the City of Port Orange.

The City contracted with A&A for wrecker service from December 1, 2009 – November 30, 2012 (Contract and extension attached as **Exhibit "A"**). During this three-year term, A&A made only seven payments, leaving an outstanding balance of \$145,000 owed to the City. (see **Exhibit "B"**). The City has made multiple attempts to collect the amount owed to the City by A&A. Chief Monahan sent a demand letter on December 12, 2012 (attached as **Exhibit "C"**), and the Deputy City Attorney followed-up with a demand letter dated May 4, 2016 (attached as **Exhibit "D"**) warning of civil action and/or debarment. Neither of these demands have been answered, and the City has not received any contact from Ron Hess, Michele Hess, or Traci Hess – the registered officers of A&A. Although A&A dissolved in 2013, I'm recommending debarment in order to prevent the registered officers from being considered for services through another entity.

Pursuant to Section 2-276(a) of the Code, cause for debarment includes:

Failure to fully comply with the conditions, specifications or terms of a bid, quotation, proposal or contract with the city or any other person or public entity, including, deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a bid/contract.

A&A clearly failed to comply with the contract with the City when it failed to make the monthly payments required under the terms of the contract. This failure to comply with the contract resulted in \$145,000 in damages to the City. Therefore, A&A should be debarred for the maximum extent provided by Ordinance (5 years).

Exhibit "A"

REVISED BID FORM
BID # B 09-13
ANNUAL WRECKER SERVICES

THE CITY COUNCIL SHALL CONSIDER THE AWARD OF A CONTRACT TO THE HIGHEST AND BEST BIDDER TAKING INTO CONSIDERATION THE FACTORS SET FORTH IN SECTION 2.266 (1) THROUGH (10) INCLUSIVE, TO THE EXTENT APPLICABLE.

PAYMENT IS TO BE MADE TO THE CITY MONTHLY SO LONG AS THE AGREEMENT IS IN EFFECT. THE MINIMUM STARTING BID SHALL NOT BE LESS THAN \$5,000.00 MONTHLY.

BID AMOUNT: \$ 5000.00

WRITTEN IN WORDS: Five thousand dollars 00/100's

THE BIDDER SHALL ATTACH A COPY OF THE RATES IN COMPLIANCE WITH RESOLUTION NO. 09-26, TO BE CHARGED TO THE OWNER FOR TOWING AND STORAGE OF ANY MOTOR VEHICLE OR TRAILER TOWED AT THE DIRECTION OF THE CITY.

NAME OF FIRM: A&A Automotive & Wrecker Service, Inc.

ADDRESS: 830C Commonwealth Blvd.

CITY: Port Orange STATE: FL ZIP CODE: 32127

TEL.#: (386) 756-9144 FAX.#: (386) 760-8401

E-MAIL ADDRESS: KTMTRACI@AOL.COM

SIGNED BY: [Signature]
(Authorized Representative or Company Officer)

PRINTED NAME: Traci Hess

F.E.I.N.# 59-2917310

RECEIVED
SEP 24 2009

CITY OF PORT ORANGE
PURCHASING DEPT.

WRECKER SERVICE AGREEMENT

THIS AGREEMENT entered into this ^{12th} ~~6th~~ day of ~~OCTOBER~~ ^{NOVEMBER}, 2009, 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 ~~AEA Automotive & Wrecker Service, Inc.~~ a Florida corporation, hereinafter referred to as "Towing Company," in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below:

WITNESSETH

1. The Towing Company shall provide the following services:
 - a. When so authorized by a representative of the City, the Towing Company shall provide for the towing and storage, when required, of motor vehicles and trailers from public or private property lying within the City of Port Orange.
 - b. When authorized by a representative of the City, the Towing Company shall provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of Chapter 70 or other applicable provisions of the Code of the City of Port Orange covering the removal and/or impounding of illegally parked or disabled vehicles, applicable State Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company, and provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the City, as designated by the owner of the vehicle (which may be a place of business other than the place of business of the Towing Company).
 - c. When authorized by a representative of the City, the Towing Company shall tow and/or service the following vehicles at no charge to the City: (1) Police Department or Fire Department vehicles, owned or leased; and (2) vehicles seized under Chapter 932, Florida Statutes.

All other City owned or leased disabled vehicles shall be towed and/or serviced at no charge excluding refuse collection vehicles and vehicles leased by the City where the Lessor is responsible for the towing/servicing.

Any disabled city owned or leased vehicle that shall be towed shall be removed from its point of disability (within a twenty (20) mile radius of the City limits to any point within the City) as may be directed by the City.

- d. The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company.
- e. The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel shall be subject to call at any and all times. The Towing Company further guarantees that, for all emergency response calls, it shall be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company, its representative, or answering service receives a call requesting that a wrecker be dispatched. The time shall not exceed twenty (20) minutes even during special times (bike week, speed week, spring break, etc.) Wrecker vehicles shall not be parked at private residences within the municipal boundaries of the City of Port Orange. A call for emergency response shall include existing or potential conditions at a scene requiring that vehicles be removed and or roadways cleared as soon as possible in the judgment of the requesting police officer.
- f. The Towing Company shall answer expeditiously all calls from the Port Orange Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all debris and obstructions caused by accidents even if actual towing is not required (cleanups).
- g. Upon request, the Towing Company shall provide the Port Orange Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the police.
- h. All services rendered by the Towing Company under this Section 1 shall be at no expense to the City, unless specifically provided otherwise.

2. Payment to the City

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, the Towing Company shall pay monthly to the City, beginning ~~July 1, 2009~~, the sum of Five Thousand dollars and 00 /100 Dollars (\$5000.00) per month, so long as this Agreement is in effect.

3. Term

- a. The term of this Agreement shall begin ~~July 1, 2009~~ and end ~~January 31, 2010~~.

- b. Extension - The City shall have the option of extending this contract for two (2) consecutive twelve-month periods: (1) The first extension period beginning on ~~February 1, 2010~~ and ending on ~~January 31, 2011~~; (2) The second extension period beginning on ~~February 1, 2011~~ and ending on ~~January 31, 2012~~.

It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call with one of its own wreckers, it is still responsible for providing a wrecker during the term of this Agreement. It may utilize a wrecker from any other wrecker company licensed in the City, the County, or any other municipality located in Volusia County. In such cases, the substitute wrecker shall comply with the terms agreed upon herein.

4. Rate Charged Owners and the City

- a. The Towing Company may not charge the owner of the vehicle being towed or stored over the maximum rates as established by Resolution of the City Council of the City of Port Orange, No.09-26; a copy of the Resolution is attached as Exhibit "A".
- b. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
- c. Charging rates in excess of the legal maximum rate, subjects the Agreement to termination as provided in paragraph 23.
- d. The rates for towing/servicing of City owned/leased vehicles shall be as outlined previously in Paragraph 1.c. The City shall not be charged for any services rendered to it under this agreement except as specifically provided under this agreement.
- e. Towing Company agrees to tow abandoned or junked vehicles at no charge to the City, and City shall surrender all salvage rights to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- f. The services specified in Section 1 of this Agreement shall be provided at no cost to the owner of the towed vehicle whenever the City determines that the vehicle was towed in error at the request of the City. The City, in such a

case, shall not be responsible for payment of towing charges or storage costs.

5. Salvage Rights

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined in Paragraph 4.e, excluding those vehicles seized and held for possible forfeiture by the City. The City shall not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture.

6. Storage Facilities and Office

a. The Towing Company shall maintain an office and a storage garage and/or outside storage facility complying with applicable building, zoning and land use regulations. Such storage facility shall:

- (1) Contain a minimum of one hundred (100) spaces in an area which is completely secured and fenced at all times.
- (2) Have available a minimum of two (2) spaces inside a building affixed to a permanent foundation for storing vehicles which require police processing. Moveable storage facilities are not acceptable. These spaces shall be maintained to provide protection from the weather and security to preserve the evidence and legal chain of custody for vehicles which require police processing. These spaces shall consist of sufficient space and access for police processing of a vehicle stored therein.

(3) Be located within a five (5) mile radius from the City of Port Orange limits, on the same premises as the office.

b. The Towing Company shall own or lease the property where the office and storage facility are located. In the event that the property is leased, the term of said lease shall be not less than the term of this Agreement or any extension thereof as set forth in Section 3. The Towing Company shall provide a copy of the current lease or deed for prequalification and upon request by the City and upon any extension of the Agreement by the City. The Towing Company shall furnish copies of subsequently effective leases and deeds to the City and shall notify the City within three (3) business days upon receiving notice of cancellation, termination, or non-renewal of any lease and any change in ownership. The City reserves the right to terminate this Agreement in the event of expiration, cancellation, termination, or non-renewal of any lease for the

property and any change in ownership.

- c. The Towing Company shall have an employee on duty at said storage facility from 7:00 A.M. to 5:00 P.M. Monday through Friday, **excluding legal holidays, and shall have an employee available on call for Police Department access to said facility out of hours and on holidays.** An employee of the Towing Company shall be on call twenty-four (24) hours a day and able to respond to any call with arrival at the requested location within twenty (20) minutes.
 - d. Storage facilities shall be in compliance with all state, local and federal regulations. The facility shall be free from trash, rodents, insects and any other cause for contamination of vehicles. The facility shall have comprehensive security to protect property and public that enters the premises. Failure to maintain a clean, safe and secure facility shall subject this Agreement to termination as provided in paragraph 23.
 - e. Storage facilities shall be subject to inspection upon 24 hours notice by the City and shall be required to obtain approval from the City as a prequalification to bid. Storage facilities shall be subject to periodic inspections at any time by the Police Chief or his designee during the term of this Agreement when deemed necessary by the City to insure compliance with this Agreement.
 - f. Vehicles that have been marked "HOLD" for investigative or forfeiture purposes by the Police Department shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Police Department shall be permitted access to such vehicles at any time. Vehicles marked "HOLD" shall be secured and stored in enclosed areas with no access by any person except as authorized by the Police Department. The Towing Company shall maintain comprehensive security to protect all stored vehicles and their contents from theft and damage. At such time the City releases the "HOLD", storage fees may begin to accrue against the owner of the vehicle.
7. Wrecker Equipment and Wrecker Company Personnel
- a. The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services specified in this Agreement. The wreckers shall include: two (2) Class "A" wreckers, one (1) of which shall have four-wheel drive; one (1) Class "C" wrecker; and one (1) car carrier. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the Rules of the

Police Department attached hereto as Exhibit "B".

b. No owner, partner, employee, or agent of the Towing Company shall have been:

(1) Convicted of any felony within the last ten (10) years.

(2) For the purposes of this section, a conviction shall mean an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; or a judge's finding or a jury verdict of guilty when adjudication is withheld and the accused is placed on probation, within the last ten-(10) years.

c. The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense, within the last ten (10) years.

d. For prequalification; upon extension of this Agreement and within five business (5) days of hiring any new employees, the Towing Company shall provide written notice to the Police Department of the names, addresses and drivers license numbers of all employees of the Towing Company.

8. Telephone Communications

The Towing Company shall provide cellular telephone communication system between the office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming police calls.

9. Non-Exclusiveness of Service

The Towing Company agrees that the owner or person in possession of any vehicle that has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

10. Benefits from Repairs

The Towing Company shall not benefit directly or indirectly without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any

Agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner, or between the Towing Company and a repair facility, shall state the repairs/painting to be done as well as the price and terms of payment therefor.

11. Liability of Towing Company

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the police officer in charge.

12. Personal Property in Vehicles

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property shall be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession, as provided by law. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the Towing Company shall obtain a receipt for the property from the owner or person entitled to possession thereof.

13. Release of the Vehicle

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. Any vehicle that has been marked "HOLD" by the Port Orange Police Department cannot be released without prior written authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall obtain a receipt for the vehicle. The Towing Company shall deliver to the **Director of the Communications Interlocal Agency, also known as the Regional Communications Center (RCC)** by 9:00 a.m. daily a report of all vehicles released the previous day.

14. Posting Charges

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public with one-inch black lettering on a white background, which lists the charges to be imposed upon persons whose vehicles

are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed the legal maximum rate established for the City of Port Orange.

15. Itemized Statements

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering evidence of title and right to possession with an itemized statement of all charges related to the towing and storage of such vehicle.

16. Indemnification

The Towing Company shall indemnify and hold harmless the City of Port Orange and its agents, officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees incurred prior to the filing of a suit and throughout any court proceeding, arising out of or resulting from the work or services or the performance of operations under this Agreement, provided that the claim, damage, loss and expense is caused in whole or in part by any willful or negligent act or omission of the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

17. Insurance

a. Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance:

(1) Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees and subcontractors of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability insurance with limits of not less than \$500,000 per occurrence or the statutory requirements whichever is greater. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

(2) Garagekeeper's policy. A garagekeeper's legal liability policy covering fire, theft, and other insurable perils in the minimum amount of \$75,000.00 and a

seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering evidence of title and right to possession with an itemized statement of all charges related to the towing and storage of such vehicle.

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(2) Garagekeeper's policy. A garagekeeper's legal liability policy covering fire, theft, and other insurable perils in the minimum amount of \$75,000.00 and a deductible not exceeding \$1,000.00.

(3) On Hook /Cargo liability policy with a minimum limit of \$75,000.00 and a deductible not exceeding \$1,000.00.

(4) Automobile liability policy, covering the operation of wrecker's business, equipment, and vehicles with a combined single limit for bodily injury and

deductible not exceeding \$1,000.00.

- (3) On Hook /Cargo liability policy with a minimum limit of \$75,000.00 and a deductible not exceeding \$1,000.00.
- (4) Automobile liability policy, covering the operation of wrecker's business, equipment, and vehicles with a combined single limit for bodily injury and property damage of no less than \$250,000.00.
- (5) General liability policy. A general liability policy, covering the operation of wrecker's business, equipment and vehicles, with a combined single limit for bodily injury and property damage of no less than \$250,000.00.
- (6) The above insurance coverage shall name the City of Port Orange as additional insured, with the exception of Workers' Compensation Insurance.

b. Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City showing the City as an additional insured within ten (10) days of the city council award of this Agreement. The Towing Company shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Upon request by the City, the Towing Company shall furnish copies of the insurance contracts to support the certificates of insurance and the Towing Company shall be required to satisfy any revision by the City.

The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the event such insurance shall lapse, the City expressly reserves the right to either declare a breach of this Agreement and terminate, or renew the

property damage of no less than \$250,000.00.

- (5) General liability policy. A general liability policy, covering the operation of wrecker's business, equipment and vehicles, with a combined single limit for bodily injury and property damage of no less than \$250,000.00.
- (6) The above insurance coverage shall name the City of Port Orange as additional insured, with the exception of Workers' Compensation Insurance.

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The Towing Company shall furnish proof of insurance acceptable to the City showing the City as an additional insured within ten (10) days of the city council award of this Agreement. The Towing Company shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

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The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the event such insurance shall lapse, the City expressly reserves the right to either declare a breach of this Agreement and terminate, or renew the insurance at the Towing Company's expense. The renewal of the insurance shall not waive the City's right to declare a breach of this Agreement.

18. Records, Books and Payment

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to services provided under this Agreement. All records shall be maintained at one central location as provided hereinafter.

insurance at the Towing Company's expense. The renewal of the insurance shall not waive the City's right to declare a breach of this Agreement.

The Towing Company agrees to comply with all applicable state and federal laws, rules and regulations. Nothing in this Section 17 shall be construed to reduce or limit any commercial insurance required for towing company operation by applicable state or federal laws, rules or regulations.

18. Records, Books and Payment

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to services provided under this Agreement. All records shall be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company shall be submitted to the Office of the City Finance Director on the first day of each month for the duration of this Agreement. Copies of all Towing Company paid invoices for services provided each month as a result of this contract shall be submitted with the monthly payment. Such invoices may be in the form of a computer printout.

- a. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:
 - (1) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence and documents sent or received concerning said vehicle, as required by this Agreement.
 - (2) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department every 24 hours, describing each vehicle by Make, Year, Model, VIN, and Tag Number **to the Director of the Communications Interlocal Agency, also known as the Regional Communications Center (RCC).**
 - (3) The records shall be submitted utilizing the following procedures:
 - (a) The company shall provide and maintain telecommunications equipment or e-mail as approved by the Police Department, capable of transmitting documents between the Police Department and the Towing Company.

19. Right to Cancel Service Call

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it shall be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

20. Compliance with Laws and Rules

The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes, including Section 316.530, all applicable City ordinances, resolutions, and the Rules of the Port Orange Police Department, Exhibit "B", unless otherwise provided by ordinance or this Agreement.

21. Surety Performance Bond

Within ten (10) days of city council award of this Agreement by the Port Orange City Council, the Towing Company shall post a surety performance bond. The surety shall be an A rated or better company. The performance bond shall be in the amount of \$50,000.00 (fifty thousand and 00/100 dollars) to be used by the City in the event:

- a. The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred in making adequate arrangements for towing services, including the City's actual administrative costs.
- b. The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 23, for the purpose of defraying the cost of rebidding this Agreement.

22. Penalty

Penalty for Late Response to emergency response calls. The Towing Company shall respond immediately to all emergency calls for service, and shall be at the location within twenty (20) minutes from the time the call is received.

The contractor assumes all liability in meeting the twenty (20) minutes response time including but not limited to any and all damages resulting from traffic accidents caused by the Towing Company's delay in response. During any twelve (12) month period, failure to meet the twenty (20) minute response time shall result in a progressive monetary penalty and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Automatic suspension and up to termination

The Towing Company shall not be assessed the penalty for delay or failure in providing service when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any circumstances which, in the Police Chief's opinion, is beyond the control of the Towing Company. Act of government shall not include enforcement of Chapter 316, Florida Statutes.

23. Breach of Agreement and Termination

- a. It shall be the right of the Police Chief and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the Police Chief, there has been a breach of contract, the Police Chief shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If termination of the Agreement due to breach is recommended, the Police Chief may so notify the City Manager and a hearing shall be set for a date within fifteen (15) calendar days of such notice. At that time, the City Manager shall hear the Towing Company and the City representatives, and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, including but not limited to termination of this Agreement, as hereinafter provided. Pending the hearing, the Police Chief has the right to suspend the Towing Company's operators under this Agreement, if he deems it necessary to protect health, safety and welfare; and the Towing Company shall have no recourse against the City for the suspension. Any lesser remedial action than termination shall not waive the City's right to further remedial action.
- b. In addition to terminating this Agreement, the City may recover from the surety bond all actual administrative costs as provided by Section 21 of this Agreement.
- c. The City may, if it so elects, pursue any other remedies provided by law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations.

No right or remedy herein conferred upon or reserved to the City or the Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter

existing at law or at equity or by statute.

24. Misleading, Dishonest, and Illegal Practices

- a. The Towing Company warrants that it shall not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Agreement, and shall charge owners of vehicles only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this section is reported to the City, the City shall promptly notify the Towing Company of the alleged violation.
- b. If a satisfactory written explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations shall not occur in the future, within the twenty-four (24) hour period, the violation shall constitute a breach of this agreement that may be reported to the City Manager for termination of this Agreement or other appropriate action as provided by Section 23 herein.

25. Miscellaneous

- a. The descriptive headings appearing in this Agreement and by law are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b. The bid documents and specifications, attached hereto, are made a part of this Agreement, as if fully set forth herein.
- c. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed, as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d. The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e. In the event of any claim, action, litigation, or proceeding in court under this Agreement or in the event of any settlement of a dispute under this agreement prior to a proceeding filed in court the prevailing party shall be

entitled to an award of reasonable attorneys' fees and costs.

17th IN WITNESS WHEREOF, the parties hereto have set their hands and seal this
day of November, 2009.

WITNESSES:

Philip L. Gro
Brande Techer
Philip L. Gro
Brande Techer

WITNESSES:

CITY OF PORT ORANGE

By:

Allen Green
Allen Green, Mayor

Attest:

Kenneth W. Parker
Kenneth W. Parker, City Manager

AEA Automotive & Wrecker Svc, Inc.
TOWING COMPANY

Edward [Signature]
Chad [Signature]

Peter Carreno
Ruth A. Penho

By: [Signature]
Name: Terri Hess
Title: CORP SEC - TEAS

Attest: Michele Hess
Name: Michele Hess
Title: VP

3667608401

AA AUTOMOTIVE AND

09:33:35 a.m.

09-24-2009

2/2

AAA Automotive & Wrecker Serv., Inc.
TOWING COMPANY

Edward [Signature]
Paul [Signature]

By: *[Signature]*
Name: *Traci Hoss*
Title: *Corp. Sec. - Treas*

Peter Carrero
Ruth H. Renko

Attest: *Michelle Hoss*
Name: *Michelle Hoss*
Title: *VP*

RESOLUTION NO. 09- 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING
RESOLUTION 05-93; ESTABLISHING RATES WHICH MAY
BE CHARGED BY WRECKERS WITHIN THE CITY LIMITS AS
AUTHORIZED BY PORT ORANGE CODE OF ORDINANCE
SECTION 18-226; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.043(1)(b)(2004) provides that local governments may enact rates for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle (hereinafter generally referred to as "nonconsensual tows");

WHEREAS, Section 18-226 of the City of Port Orange Code of Ordinances provides that the City Council may, by resolution, establish rates that may be charged by any wrecker licensed to do business within the City;

WHEREAS, the City Council has reviewed information concerning industry tow rates in the Volusia County, Florida area, and concludes that the maximum rates established herein for nonconsensual tows are fair and reasonable and are in the best interests of the health, safety, and welfare of the residents of the City of Port Orange;

WHEREAS, it is the City Council's intent to establish the rates only for nonconsensual tows within the City of Port Orange.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

EXHIBIT A

This Resolution is subject to Port Orange City Council approval
at the regularly scheduled meeting to be held on April 7, 2009

(RES. NO. 09- 26)

Section 1. The City of Port Orange hereby adopts the following maximum rates, attached as Exhibit A, until amended by resolution, for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, when the point of origin of the tow services are within the boundaries of the City of Port Orange.

Section 3. This resolution shall become effective upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Kenneth W. Parker, City Manager

Adopted on the day of , 2009

Reviewed and Approved: _____
City Attorney

EXHIBIT A

MAXIMUM NONCONSENSUAL TOW RATES

A. Maximum rates to be charged for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, when the point of origin of the tow services are within the boundaries of the City of Port Orange shall be:

1. Towing vehicles, Class A, under 9,999lbs shall be: \$125.00
2. Towing vehicles, Class B, under 19,500lbs GVWR: \$250.00
3. Towing vehicles, Class C, 19,501 to 24,999lbs GVWR \$375.00
4. Towing vehicles, Class D, greater than 25,000lbs GVWR \$500.00
5. When a flatbed is needed to accomplish the tow, a flat additional fee \$10.00
6. When dollies are required to accomplish the tow, a flat additional fee to tow the vehicle on dollies of \$35.00
7. If a tarp is required to dry in a vehicle, a flat fee of \$15.00.
8. Additional flat fee per fifteen (15) minutes of extra labor for complicated situations, i.e., water recovery, extrication of vehicle from pole, tree, or house, righting overturned vehicle or clearing away a large amount of debris at an accident scene, a fee of \$25.00 per fifteen (15) minutes
9. Water recovery with the wrecker company using their own certified scuba diver to make the recovery \$125.00
10. Services charges
 - a) Wrecker on-scene and owner arrives \$25.00
 - b) Wrecker not on scene and owner arrives no charge
11. Ancillary Charges
 - a) Double hook-up \$15.00
 - b) Vehicle entry when locked \$15.00
 - c) Drop transmission linkage \$15.00
 - d) Axle or drive shaft removal \$15.00
12. Storage Rates per day:
 - a) Any vehicle at compound under twelve (12) hours no charge
 - b) Class A \$25.00
 - c) Class B \$30.00
 - e) Class C \$60.00
 - f) Class D \$60.00
13. After business hours vehicle release fee \$35.00

B. No other charges or fees, other than those specified and authorized in this schedule, are allowed for services provided by this resolution, including charges for mileage when towed from a point in the City to impound yard.

EXHIBIT A

EXHIBIT "B"
RULES OF THE
PORT ORANGE POLICE DEPARTMENT
WRECKER QUALIFICATIONS AND REGULATIONS- *REVISED*

1. Scope and Purpose

- a. These rules apply only to the towing company(s) under contract to the City of Port Orange.
- b. These rules are designed to assist private and commercial users of the highways of this City by insuring that only qualified, reputable wrecker operators and equipment are provided for removal of wrecked, disabled, stolen, or abandoned motor vehicles in the event the owner is incapacitated, unavailable or leaves the procurement of wrecker services to the discretion of the police officer at the scene.
- c. These rules do not apply to a vehicle owner's request for utilization of a specific wrecker operator, whether or not such operator is qualified under these rules. In such event, the owner's request will be honored without resort to these rules unless there will be an unreasonable time delay and a traffic problem exists.
- c. For information only, the City had approximately **1350** tows in 2008.

2. Definitions

- a. The Department - The Port Orange Police Department.
- b. The City - The City of Port Orange, Florida.
- c. Operator - The individual, partnership, corporation, or business entity engaged for hire in the recovery, towing or removal of wrecked, disabled, stolen, or abandoned motor vehicles under contract to the City. For the purpose of this rule, an employee shall be governed by these rules while on duty, and unless otherwise stated, shall be considered an agent for the wrecker operator.
- d. Agreement - The Wrecker Agreement entered into between the City and Operator.

3. Response to Calls

- a. The Operator shall respond to all requests made through the Department as specified under Section 1.e of the Agreement.
- b. Unless authorized by the Department officer, flashing amber lights shall not be used while responding to a call for service.
- c. Flashing amber lights shall be used at the scene and when towing from the scene in

accordance with Section 316.2397(3), Florida Statutes.

- d. When no hold is placed against the vehicle by the investigating officer, the Operator shall tow to any location the owner requests within the limits of the City of Port Orange.
- e. Any ancillary service, such as the use of dolly, dropping and hooking up linkage, are to be performed only if required and appropriate.
- f. The motor vehicle owner is responsible for payment of charges imposed by the Operator.

4. Wrecker Classification and Required Equipment

- a. Each tow truck owned or maintained by a wrecker Operator shall be commercially manufactured and shall conform to the requirements set out herein. The wrecker and equipment shall be operable.
- b. The tow truck and equipment shall be inspected by the Police Chief or his designee annually.
- c. Specifications and equipment of Operator:

1. Class A Wrecker

- a. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight.
- b. A complete, commercially manufactured crane and twin winch having a manufacturer's rating of at least 4 plus tons for each winch must be mounted on the chassis.
- c. A minimum of one hundred feet of 3/8-inch **wire rope** per winch.
- d. Cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
- e. Dual rear wheels.
- f. Equipped with wheel lifts or equivalent.

2. Class A Car Carriers (Roll-back or Slide-back)

- a. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight, with a minimum 16 foot bed.
- b. Dual wheels.
- c. One winch with an 4-plus ton capacity.
- d. A minimum of 50 feet of 3/8-inch **wire rope**.
- e. A brake lock device.
- f. **A minimum of four-(4) tie down items excluding winch.**

3. Class C Wrecker

- a. A truck chassis with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight.
- b. A complete, twin-winch, commercially manufactured crane and winch having a manufacturers rating of at least 25-plus ton capacity mounted on the chassis.
- c. A minimum of two hundred feet of at least 5/8-inch **wire rope**.
- d. A cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate or tow sling is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
- e. Air brakes so constructed as to lock the rear wheels automatically upon failure and to supply air to disabled vehicles.
- f. Dual rear wheels.

4. Equipment Requirements

- a. The names, address and telephone number of the Operator must be professionally lettered and painted in a conspicuous place on both sides of the truck as required by Section 713.78(6), Florida Statutes.
- b. Magnetic or removable signs or placards shall not meet this requirement.
- c. The Operator shall have nothing on vehicles, buildings or correspondence that implies any official relationship between the Operator and the Department or City.
- d. There shall be a rotor beam or strobe light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides.
- e. At least one heavy-duty push broom with a minimum width of 24 inches.
- f. Flood lights on the hoist. (Car carrier shall mount on the top of the front of the bed).
- g. One square shovel.
- h. One axe.
- i. One crowbar or pry bar with a minimum length of 30 inches.
- j. Minimum of one 5-pound CO₂ or dry chemical fire extinguisher or equivalent. The extinguisher must be of an approved type and have a current inspection tag attached.
- k. One pair of bolt cutters with a minimum ½ inch opening.
- l. One set of jumper cables or **jump box**.
- m. One four-way lug wrench.
- n. One flashlight.
- o. One set of red reflectors.

- p. Five 30-minute flares.
- q. One snatch block for each winch, manufacturers rating to match winch, except car carrier.
- r. External air hookup and hoses (Class C only).
- s. Extra towing chain-six to eight feet with hooks.
- t. At least six safety cones or three triangle reflectors.
- u. **Forty (40) pounds** of sand or equivalent
- v. A radio for communicating with the Police Department.

5. Wrecker Drivers

- a. All drivers are required to have a valid Florida CDL license as **required by law** in their possession at all times.
- b. Wrecker Operator and drivers are required to comply and be familiar with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes.
- c. Wrecker drivers properly at the scene of an accident shall remove only the vehicle involved at the direction of the investigating officer.
- d. Wrecker drivers shall sweep glass from the roadway and remove all debris or hazards from the scene as required by the Agreement.
- e. The wrecker driver shall be thoroughly familiar with the wrecker he is operating.
- f. The Operator shall be responsible for any damage to a vehicle caused by the driver.

The following is a copy of the (Contract) Wrecker Service Agreement, which the successful wrecker service firm will be required to enter into and sign.

ANTI-COLLUSION STATEMENT BID FORM:

By Signing this form, the bidder agrees that this bid is made without any other understanding, agreement, or connection with any person corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud. **SIGN** in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: A&A Automotive & Wrecker Service, Inc.

SIGNED BY: [Signature]
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Traci Hess

TITLE: CORP SECRETARY - TREASURER

ADDRESS: 830C Commonwealth Blvd.

CITY: Port Orange STATE: FL ZIP CODE: 32127

TELEPHONE: (386) 756-9144 FAX: (386) 760-8401

COMPLETION TIME: 8:30 AM

F.E.I.N. UMBER: 59-2917310

NO bid may be withdrawn for a period of thirty- (30) days subsequent to the submittal of the bids, without the consent of the City of Port Orange.

Acknowledgment of receipt of Addendum number:

00000 6 7 8 9 10

NO BID (REASON): _____



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290

April 13, 2009

Re: Bid # B 09-13 Rebid of Annual Wrecker Services – Addendum # 1

This is being issued as addendum number one-(1) for the above referenced bid. An addendum contains additions, deletions, and or clarifications to the original bid documents. Because of this fact, and addendum becomes an integral part of the bid and therefore its receipt must be acknowledged. This can be accomplished by circling the appropriate number contained in the addendum section of the Anticollusion Form.

1. The attached two-(2) pages changes to reflect the liability insurance coverage for Wrecker Services that was approved at the City Council Meeting on Tuesday, April 7, 2009. Please destroy the ones in your bid packet and replace them with these.

That concludes the items covered in addendum number one. All else remains the same. Pre-Qualification submittals are still due by 2:30 P.M., local time on April 27, 2009. Bids are due no later than 2:30 P.M. local time on Tuesday May, 12, 2009.



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

TELEPHONE 386-500-5500

FAX 386-756-5290

April 20, 2009

Re: Bid B 09-13 Rebid of Annual Wrecker Services – addendum number two-(2)/

This is being issued as addendum number two-(2) for the above referenced bid. As previously explained an addendum contains additions, deletions, and/or clarifications that alter the original document. Because of this fact, the addendum becomes an integral part of the bid and therefore its receipt must be acknowledged. This can be accomplished by circling the appropriate number in the addendum section of the Anticollusion Form, which was included in your original bid packet. The following clarifies each of its respective related items in the bid packet and attempts to answer the numerous questions presented at the mandatory pre-bid:

1. As itemized in the Invitation to Bid, the pre-qualification submittal requires a complete listing of all employees. All means *all* employees of the legal corporate entity, regardless of organizational responsibility, division assignments, fictitious names or DBA's.
2. This is not a Franchise. The correct terminology is Bid Amount and a REVISED BID FORM with this correct terminology is included and replaces the original Bid Form. Substitute the attached second page of the Instructions to Bidders, which deletes the word franchise and advances the bid-submission deadline and the bid opening date.
3. There is no estimated or budgeted administrative cost for this contract. A performance bond is required as a financial guarantee of performance of the contract. The performance bond is intended to assure performance and to defray the cost of obtaining services and re-bidding the contract in the event of breach or termination as provided in the contract.
4. General Conditions are intended to be general. Please substitute the attached first page, which adds additional language to more clearly indicate the general conditions are as applicable to this specific bid.
5. The contract requires the Towing Company to tow, at no charge, certain defined city vehicles upon the request of the City.
6. The City is not amending its parking ordinance. The Wrecker Services Agreement prohibits wrecker vehicles from parking at private residences in the City of Port Orange.
7. Secured, as it relates to storage of vehicles to preserve evidence and legal chain of custody, means in a separate, secured area, not a general use service bay, not a portable, and not accessible to the employees of the Towing Company other than for transport or relocation and not accessible to the public.

8. An employee will not be required to be on duty at the storage facility on holidays. A person on call for Police Department access will be required. The Wrecker Services Agreement has been modified accordingly. A revised copy is included.
9. The Towing Company does not get payment from the Police Department for storage of vehicles on HOLD after five days, or longer upon written notice to the Towing Company, as otherwise chargeable pursuant to Section 323.001 F.S.
10. The Communications Interlocal Agency, also known as the Regional Communications Center (RCC) is subject to the Florida Sunshine Law.
11. The Insurance provisions are unchanged. Additional language has been added to the Wrecker Services Agreement to clarify that the Towing Company will comply with any state or federal law, rule or regulation that requires higher coverage for specified operations. A revised copy is included.
12. The twenty minute response time remains unchanged.
13. **Revised** Wrecker Qualifications and Regulations is included and replaces the original. The revision updates the equipment requirements based on comments received at the pre-bid.
14. The Bond requirement is unchanged.
15. A Revised Schedule of Critical Dates is included. **The bid submission deadline and the bid opening date has changed from May 12, 2009 to May 26, 2009.**

All else remains the same. Pre-qualifying submittals shall be submitted no later than 2:30 P.M. on Monday, April 27, 2009 as outlined. Bidders will be given a twenty-four hour (24) notice of impending inspections. Announcement of the qualified bidders will be at 12:00 Noon EST on Tuesday, May 5, 2009. Thank you and we look forward to your participation in this endeavor.



BID # B 09-13
Re-Bid of Annual Wrecker Services
Addendum # 3

This is being issued as addendum number three-(3) for the above referenced bid.

Addendums contain additions, deletions and/or clarifications that alter or change the original bid documents. Because of this fact an addendum becomes an integral part of the bid document and therefore its receipt must be acknowledged. This can be accomplished by circling the appropriate number contained in the addendum section of the Anticollusion form which was included in your bid packet. The following is the only change covered in this addendum:

1. The Bid Opening has been rescheduled for: **2:30 P.M. local time on Wednesday, June 3, 2009**, in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

This concludes the change covered in this addendum. All else remains the same. The City of Port Orange reserves the right to waive any non-substantial irregularity in bids received or reject any and all bids received in whole or in part whenever such waiver or rejection is in the best interest of the City.



BID # B 09-13
Re-bid of Annual Wrecker Service
Addendum # 4

This is being issued as addendum number four-(4) for the above referenced bid. As previously stated because an addendum becomes a integral part of the bid, its receipt must be acknowledged. This should be accomplished by circling the appropriate number contained in the addendum section of the Anticollusion Form, which was included in your original bid packet. The following are the only items being addressed or changed in this addendum:

1. Bid Opening date and time has been delayed until further written notice pending further investigation requested by the bid protesters.

All else remains the same. The City appreciates your patience in this matter.



CITY OF PORT ORANGE

~~1000 CITY CENTER CIRCLE~~
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290

September 22, 2009

Re: Bid # B 09-13 Rebid of Annual Wrecker Services

Ladies and Gentlemen:

This is being issued as addendum number five-(5) for the above referenced bid. As previously stated an addendum contains additions, deletions and/or clarifications that alter the original documents. Because of this fact, the addendum becomes an integral part of the bid and therefore its receipt must be acknowledged. The following is the only change covered in this addendum.

1. The bid opening date and time has been scheduled for **2:30 P.M.**, local time on **Thursday, September 24, 2009** in the Council Chambers, located on the first floor of City Hall, 1000 City center Circle, Port Orange, Florida 32129. Only those firms that were pre-qualified may submit a bid. The following firm has been pre-qualified to bid: A & A Automotive Wrecker Service, Inc.

All else remains the same. The City of Port Orange reserves the right to waive an non-substantial irregularity in bids received, to reject any and all bids received, in whole or in part whenever such waiver or rejection is in the best interest of the City. Thank you and we look forward to your participation in this endeavor.

Growing in Beauty and Opportunity

**STATE OF FLORIDA
DRUG FREE TIE BID FORM**

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and became effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

PUBLIC ENTITY CRIME FORM

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Traci Hess Authorized Agent or Official for A&A Automotive
Weccker Svc., Inc. by signing below hereby certifies that neither he/she nor the firm of
A&A Automotive & Weccker is or has been placed on the convicted vendor list, now or
Svc., Inc. within the period of thirty-six (36) months.

Signed By: [Signature]
President/Authorized Agent or Official

Witnessed By: [Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24th day of
SEPTEMBER, 2009, by Traci Hess, President, Authorized Agent or Official of
A&A Automotive & Weccker a Florida Company, who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.



Lori A. Rush
Notary Public, State of Florida

Commission No. DD559545

REFERENCES:

- 1.) WILLIAM C. HALL (386)322-3030
(CHIEF OF SOUTH DAYTONA PD)
- 2.) BRUCE MASON (386)767-9079
(LOCAL BUSINESS OWNER)
- 3.) TYLER PARKS (386)679-2922
(RETIRED POPD DETECTIVE)

Lease Amending Agreement

THIS LEASE AMENDING AGREEMENT dated this 1st day of May, 2005

BETWEEN:

BAR Z Corporation
(the "Landlord")

OF THE FIRST PART

- AND -

A & A Automotive & Wrecker Service, Inc
(the "Tenant")

OF THE SECOND PART

Background

- A. The Landlord and the Tenant entered into the lease (the "Lease") dated 05/01/2005, for the premises (the "Premises") located at 830 "C" Commonwealth Blvd.
- B. The Landlord and the Tenant desire to amend the Lease on the terms and conditions set forth in this lease amending agreement (the "Agreement").
- C. This Agreement is the first amendment to the Lease.

IN CONSIDERATION OF the Landlord and Tenant agreeing to amend their existing Lease, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Lease is amended as follows:

A. Terms of this Lease ARE extended to A&A Automotive Wrecker Services, Inc. to read that the lease has been re-newed for a period of FIVE YEARS (5) from May 01, 2005 until April 30, 2010.

All terms still remain the same with one exception that all sub-leases must be approved with Landlord in writing for approval.

2. B. All correspondence will be sent to Landlord at 4655 Spruce Creek Rd. Unit E Port Orange, FL 32127

C. Monetary terms of this Lease are on a separate form as requested by Tenant.

No Other Change

3. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease remain unchanged and in full force and effect.

Miscellaneous Terms

4. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Lease. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Lessor" and "Lessee" as used in this Agreement include the plural as well as the singular; no regard for gender is intended by the language in this Agreement.

Governing Law

5. Subject to the terms of the Lease, it is the intention of the parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease Amending Agreement as of the date first above written.

Richard P. Gerardi
Witness

BAR Z Corporation

per: John Z. Wick (search)
(line 2, 10000)

Loni Rush
Witness

A & A Automotive & Wrecker Service, Inc
per: Michelle Nuss (seal)

VEHICLE SCHEDULE

Insured: A & A Automotive & Wrecker

Policy Term: 11/22/09 To 11/22/09

Vehicle Information

YEAR	MAKE	MODEL	COMPRE HENSIVE	COLLISION	ON HOOK & CARGO	VEHICLE I.D.
1995	U.D.	Wrecker	1000	1000	75,000	JNAPA20H15GN50284
1993	Ford 4X4	Wrecker	NONE	NONE	750,000	2FDLF47M8PCA05151
1987	Ford	Wrecker	1000	1000	250,000	1FDYW90W4HVA41266
1998	CRSN	Trailer	NONE	NONE	N/A	4DEUS3235WS001157
2006	Sterling	Rollback	1000	1000	100,000	2FZACFCS46AW43561
2000	Imperial	Trailer	NONE	NONE	N/A	1T9FS4032Y0372189
2005	Intl 4400	Fltbd	1000	1000	150,000	1HTMKAZN95H155836
2006	Sterling	Fltbd	1000	1000	100,000	2FZACFCS26AW43624
2006	Sterling	Rollback	1000	1000	100,000	2FZACFCS76AW43571
1997	Volvo 42T	Tractor	1000	1000	250,000	4VAVBBJF3VN731113
1995	Volvo 42T	Tractor	1000	1000	250,000	4V1VBAJF0SN707549
2002	WallyMo	7 Car Trl	1000	1000	N/A	1W9H653252H157137
2001	WallyMo	7 Car Trl	1000	1000	N/A	1W9H6532X1H157116
2007	Nissan UD	Rollback	1000	1000	75,000	JNALC80H17AH60358
1999	Kaufman	2-Car Trlr	NONE	NONE	N/A	15XFC3622X1001532

EMPLOYEE LIST:

TRACI HESS	DOB: 04/01/68 CLASS "A" CDL	DL # H200-812-68-621-0 SS # 008-58-2233
RONALD HESS	DOB: 03/21/48 CLASS "A" CDL	DL # H200-721-48-101-0 SS # 008-34-6793
MICHELE HESS	DOB: 04/13/51 CLASS "A" CDL	DL # H200-547-51-633-0 SS # 008-38-4752
CHARLES CRANE	DOB: 11/07/66 CLASS "A" CDL	DL # C650-159-66-407-0 SS # 139-58-5367
CHARLES MALONE	DOB: 11/20/63 CLASS "A" CDL	DL # M450-159-63-420-0 SS # 262-83-0094
ROBERT SWIFT	DOB: 11/01/58 CLASS "A" CDL	DL # S130-762-58-401-0 SS # 007-64-0076
RICHARD GERARDI	DOB: 04/16/67 CLASS "A" CDL	DL # G663-755-67-135-0 SS # 008-48-6798
JEFFREY STONE	DOB: 08/06/76 CLASS "B" CDL	DL # S350-430-76-286-0 SS # 004-76-3084
EDWARD CARTER	DOB: 08/26/47 CLASS "B" CDL	DL # C636-232-47-306-0 SS # 267-74-6828
JAMES MILLER	DOB: 06/03/62 CLASS "B" CDL	DL # M460-456-62-203-0 SS # 363-66-9684
TODD HOLLAND	DOB: 01/23/64 CLASS "A" CDL	DL # H453-801-64-023-0 SS # 483-76-4286
ANTHONY LACEY	DOB: 06/06/74 CLASS "A" CDL	DL # L200-010-74-206-0 SS # 595-10-7996
DANIEL WELLS	DOB: 01/20/67 CLASS "A" CDL	DL # W420-167-67-020-0 SS # 178-46-4706
LORI RUSH	DOB: 06/12/61 CLASS "E" DL	DL # R200-521-61-712-0 SS # 305-76-5271



11351 N. 95th Ave.
Suite 107
Peoria, AZ 85345
888-2-SURETY (888-278-7389)
Phone: 623-933-9334
Fax: 623-933-9376
www.vikingbondservice.com

April 24, 2009

City of Port Orange
1000 City Center Circle
Port Orange, FL. 32129

Re: Re-bid of Annual Wrecker Services Bid B-09-13
A & A Automotive & Wrecker Service, Inc. Port Orange, FL.

Gentlemen,

We have received a conditional approval to issue the required performance bond in connection with the Annual Wrecker Service for a one year term.

Naturally, we reserve the right to review the final contract documents and request additional underwriting information, prior to issuance of the final bond.

The surety company shall be rated "A" or "A-" by AM Best, licensed to transact surety business in Florida, and shall appear on the Department of the Treasury's List of Approved Sureties (Circular 570).

Should you have any questions please feel free to contact me directly.

Sincerely,

Randolph Anton
Sr. Contract Analyst
888-278-7389 Ext. 21
Viking Bond Service, Inc.

License & Permit • Contract Surety • Fidelity



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290

November 7, 2010

Re: Annual Wrecker Service Contract Extension

A & A Automotive & Wrecker Service Inc.
830-C Commonwealth Blvd.
P.O. Box 290037
Port Orange, Fl. 32129
Attn: Ms. Traci Hess, Authorized Agent

Dear Ms. Hess:

The City of Port Orange has a contract with your firm for the above-mentioned services that expires on November 30, 2010. Per the terms of the agreement, the City would like to extend the contact for a twelve-(12) month period of time beginning December 1, 2010 through December 1, 2011. The contract extension would be under the same prices; terms and conditions as outlined in the original agreement.

Exercising this option requires a new written contract extension that must be approved by the City Council. In order to initiate this action, your acceptance is required.

Please indicate your acceptance to extend the agreement by signing in the appropriate space provided. Return the original signed letter to me. An agenda item will be prepared and presented to the City Council for their formal approval.

Your contacts on behalf of the City during the upcoming year of extension are Chief Gerald Monahan, or Asst. Chief Wayne Miller or their designee.. They may be contacted at 396-506-5870, or 386-506-5810 respectively. Should you have any other questions, you can always reach me at 386-506-506-5704.

Re: Annual Wrecker Services
Page # 2 cont.-

The City of Port Orange has valued your services and we wish to thank you in advance for your consideration and cooperation in this matter. We look forward to another pleasant renewal with your firm.

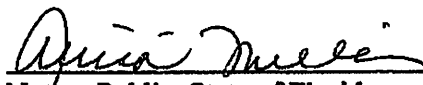
Indicate your acceptance of the contract extension by executing below:

Acceptance by the Undersigned:
to extend present contract through
December. 1, 2011

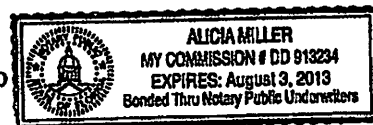

Ms. Traci Hess, Authorized Agent for
A & A Automotive and Wrecker Service Inc.

STATE OF FLORIDA
COUNTY OF VOLUSIA

the foregoing instrument was acknowledged before me this 15th Day of November, 2010, by Traci Hess
(personally known), as Authorized Agent of A & A Automotive & Wrecker Service Inc., as
identification and did (did not) take an oath.


Notary Public, State of Florida
At Large

Commission No



Sincerely,

Tom Cinefro,
Purchasing Coordinator

cc: Gerald Monahan, Chief of Police
Wayne Miller, Asst. Chief of Police

file



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290

April 16, 2012

Re: Annual Wrecker Service Contract Extension

A & A Automotive & Wrecker Service Inc.
830-C Commonwealth Blvd.
P.O. Box 290037
Port Orange, FL 32129
Attn: Ms. Traci Hess, Authorized Agent

Dear Ms. Hess:

The City of Port Orange has a contract with your firm for the above-mentioned services that expires on November 30, 2010. Per the terms of the agreement, the City would like to extend the contact for a twelve-(12) month period of time beginning December 1, 2011 through December 1, 2012. The contract extension would be under the same prices; terms and conditions as outlined in the original agreement.

Exercising this option requires a new written contract extension that must be approved by the City Council. In order to initiate this action, your acceptance is required.

Please indicate your acceptance to extend the agreement by signing in the appropriate space provided. Return the original signed letter to me. An agenda item will be prepared and presented to the City Council for their formal approval.

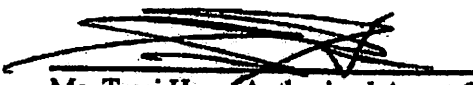
Your contacts on behalf of the City during the upcoming year of extension are Chief Gerald Monahan, or Asst. Chief Wayne Miller or their designee.. They may be contacted at 396-506-5870, or 386-506-5810 respectively. Should you have any other questions, you can always reach me at 386-506-5704.

Re: Annual Wrecker Services
Page # 2 cont.-

The City of Port Orange has valued your services and we wish to thank you in advance for your consideration and cooperation in this matter. We look forward to another pleasant renewal with your firm.

Indicate your acceptance of the contract extension by executing below:

Acceptance by the Undersigned:
to extend present contract through
December. 1, 2012


Ms. Traci Hess, Authorized Agent for
A & A Automotive and Wrecker Service Inc.

STATE OF FLORIDA
COUNTY OF VOLUSIA

the foregoing instrument was acknowledged before me this April 27th Day of 2012, by Traci Hess
Personally Known, as Authorized Agent of A & A Automotive & Wrecker Service Inc., as
identification and did (did not) take an oath.


Notary Public, State of Florida
At Large

Commission No

Sincerely,

Tom Cinefro,
Purchasing Coordinator

cc: Gerald Monahan, Chief of Police
Wayne Miller, Asst. Chief of Police

file





INVOICE

Page 1 of 1

CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
 PORT ORANGE, FLORIDA 32129
 ATTN: ACCOUNTS RECEIVABLE
 TELEPHONE (386)506-5500
 Fax (386)506-5711

To: A&A AUTOMOTIVE WRECKER SERVICE

Invoice No: 7234

ATTN: TRACI HESS

Date: 12/19/12

811 LITTLE TOWN RD

PORT ORANGE, FL 32127

Customer No: 1641/1641

Type: MS - MISCELLANEOUS

Quantity	Description	Unit Price	Extended Price
1.00	MISC POLICE WRECKER CONT PAST DUE WRECKER SERVICE AGREEMENTS FOR PERIOD 12/1/2009 THROUGH 11/30/2012 SEE ATTACHMENT	145,000.00	145,000.00

IF NOT PAID 20 DAYS AFTER INVOICE DATE
 A 10% LATE CHARGE WILL BE ASSESSED.

Total Due:

\$145,000.00

Please detach and send this copy with remittance.

Due Date: 01/08/13

Name: A&A AUTOMOTIVE WRECKER SERVICE

Customer No: 1641/1641

Type: MS - MISCELLANEOUS

Total Due: \$145,000.00

Invoice No: 7234

Terms: Net 20 Days

Remit and make check payable to:
CITY OF PORT ORANGE

FINANCE DEPARTMENT
 1000 CITY CENTER CIRCLE
 PORT ORANGE FL 32129

TELEPHONE: (386) 506-5705

London, Tracy

From: Pallante, Lisa
Sent: Friday, February 01, 2013 9:31 AM
To: Roberts, Margaret
Cc: Gurnee, Stella
Subject: A & A Automotive => Payments Made
Attachments: A & A Automotive Payments (FY10 & FY11).pdf

Hi Margaret,

Please see the following for the dates of the 7 (seven) payments, each for \$5,000, made by A & A Automotive during the original term of their contract (12/1/2009 -11/30/2010):

Fiscal Year 2010 Payments

- 1) 12/7/2009
- 2) 2/3/2010
- 3) 3/11/2010
- 4) 4/13/2010
- 5) 7/20/2010

Fiscal Year 2011 Payments

- 6) 11/11/2010
- 7) 11/30/2010

The detail from the system is also attached. No other payments were received.

Let me know if you need any other information.

Lisa
X5712

F410
5 payments

Feb 1, 2013 9:24:54 AM EST

File Edit Commands Help

SUNSHINE PUBLIC SECTOR

NavLine

001-0000-369.90-00

☒ Account miscellaneous

☒ Budget miscellaneous

☒ Transactions

☒ Detail by date

☒ Detail by code

☒ Detail by year & code

☒ Pending by date

☒ Pending by code

☒ Pending by year

☒ Procurement card

Account Information

Q OTHER MISC REVENUE / MISC REVENUE

Fiscal year: 2010 Cr

Estimated revenue: 145,800.00

Total receipts: 132,563.81

Q Unrealized revenue: 13,236.19

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 October	5,642.91	5,642.91
Q 02 November	27,699.63	33,342.54
Q 03 December	16,650.73	50,003.27
Q 04 January	3,292.98	53,296.25
Q 05 February	7,793.83	61,090.13

Payment information

Vendor (* indicates pending)	Total
Q FEDERAL EXPRESS CORP	19.68
Q MISC. VENDOR	1,209.00
Q CLERK OF THE CIRCUIT COURT	276.50
Q UNITED WAY VOLUNTIA/PLAGER INC	31.00
Q COMMUNITY DEV BOND MISC VENDOR	50.00
Q USA AUCTIONEERING, INC.	9,238.69
Q ALLEGIANCY ASSET MGMT/NAT'L CITY	1,603.70

Segment/Balance Details

Type	App	Period	Date	Transaction Amount	Group	Document	Description
CR	GM	10	7/20/2010	5000.00	04242	06948	A&A AUTOMOTIVE & WRECKER
CR	GM	07	4/13/2010	5000.00	02754	08506	A&A AUTOMOTIVE & WRECKER
CR	GM	06	3/11/2010	5000.00	02340	08039	A&A AUTO & WRECKER
CR	GM	05	2/03/2010	5000.00	01644	07890	A&A AUTOMOTIVE & WRECKER
CR	GM	03	12/07/2009	5000.00	01002	07053	A & A AUTOMOTIVE & WRECKER

Print

Cancel

Exit

Previous acc...

Next account

2009

2011

Account activ...

Pending trans...

Subset trans...

Budget alloca...

F411
2 payments

Feb 1, 2013 9:24:14 AM EST

File Edit Commands Help

UNISAP PUBLIC SECTOR Navigator

001-0000-369.00-00

- ☒ Account miscellaneous
- ☒ Budget miscellaneous
- ☒ Transactions
- ☒ Detail by date
- ☒ Detail by code
- ☒ Detail by year & code
- ☒ Pending by date
- ☒ Pending by code
- ☒ Pending by year
- ☒ Procurement card

Print

Cancel

Exit

Previous acc...

Next account

2010

2012

Account activ...

Pending trans...

Subset transa...

Budget alloca...

Account Information

Q OTHER MISC REVENUE / MISC REVENUE

Fiscal year: 2011 Cr

Estimated revenue: 129,069.00

Total receipts: 169,232.59

Q Unrealized revenue: 19,827.41

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 October	5,132.87	5,132.87
Q 02 November	35,165.43	40,298.30
Q 03 December	4,178.86	44,477.16
Q 04 January	3,639.98	48,117.14
Q 05 February	7,818.43	55,935.57

Payment Information

Vendor (* indicates pending)

Vendor	Total
Q UNITED WAY VOLUNTIA/FLAGER INC	110.00
Q UTILITY BILLING MISC VENDOR	100.39
Q PORT ORANGE POLICE ATHLETIC LE	18.00

Segment/Balance Details

Type	App	Period	Date	Pr.	Transaction Amount	Group	Document	Description
Ad	CR	02	11/30/2010	..	5000.00	00620	0047279	DETAIL
Ad	CR	02	11/11/2010	..	5000.00	00544	0033703	A & A AUTOMOTIVE

End of records reached

Exhibit "C"



CHIEF GERALD M. MONAHAN, JR.

PORT ORANGE POLICE DEPARTMENT

4545 CLYDE MORRIS BOULEVARD
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5870
FAX (386) 756-5311
www.port-orange.org

December 12, 2012

CERTIFIED MAIL #70993220000392805289

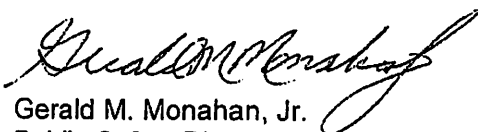
A & A Automotive and Wrecker Service, Inc.
Attention: Traci Hess
811 Little Town Road
Port Orange, FL 32127-9232

Dear Ms. Hess,

As per the attached Wrecker Service Agreement, past due payments totaling \$145,000 are due the City of Port Orange. The amounts due reflect a three year period from December 1, 2009 through November 30, 2012. The total contract amount for this period was \$180,000. Our records show the City received seven payments during the three year period leaving an outstanding balance of \$145,000. I demand payment of the full amount due of \$145,000 within seven (7) days from the date of this letter.

If this matter is not resolved by the time specified above, the City reserves the right to commence legal proceedings to recover the debt without further notice to you and this letter may be tendered in court as evidence of your failure to pay.

Sincerely,


Gerald M. Monahan, Jr.
Public Safety Director



ACCREDITED 1997





CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

OFFICE OF THE CITY ATTORNEY
TEL 386-506-5525
FAX 386-506-5530

May 4, 2016

VIA CERTIFIED U.S. MAIL: 7008 0500 0001 2832 0505

A&A Automotive & Wrecker Service Inc.
VP/Registered Agent: Michele Hess
127 Brandy Hills Drive
Port Orange, FL 32129

VIA CERTIFIED U.S. MAIL: 7008 0500 0001 2832 0499

A&A Automotive & Wrecker Service Inc.
President: Ron Hess
127 Brandy Hills Drive
Port Orange, FL 32129

VIA CERTIFIED U.S. MAIL: 7008 0500 0001 2832 0482

A&A Automotive & Wrecker Service Inc.
Treasurer: Traci Hess
811 Little Town Road
Port Orange, FL 32127

RE: FINAL DEMAND FOR DAMAGES – WRECKER SERVICE AGREEMENT

To Whom It May Concern:

I write this letter as legal counsel on behalf of the City of Port Orange ("City") in the above referenced matter. On December 12, 2012, Public Safety Director, Gerald M. Monahan, Jr., sent you a notice of claim and demand for payment in the amount of \$145,000.00. This amount reflects the amount due to the City pursuant to the Wrecker Service Agreement ("Agreement") entered into by the City and A&A Automotive & Wrecker Service Inc. ("A&A") dated November 12, 2009. The Agreement required A&A to pay \$5,000.00 per month for the entire duration of the Agreement, which commenced on December 1, 2009 for a single year, and which was extended by the parties for two additional years and expired November 30, 2012. During this three year term, A&A only made seven payments totaling \$35,000.00 of the \$180,000.00 required by Agreement. Thus, the amount currently owed to the City pursuant to the Agreement remains \$145,000.00.

May 4, 2016

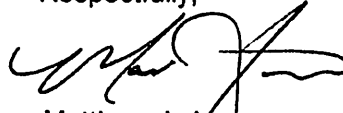
Page 2

As of today, the City has not received a response or any remuneration. Since its demand, the City has been informed that A&A sold-off its remaining assets and dissolved the corporation. The City has not received any portion of proceeds from the asset liquidation by A&A. Dissolving the corporation did not extinguish the City's valid claim for damages against A&A, and does not bar suit for the recovery of such claims (see Section 607.1406 of the Florida Statutes). As the president and directors of the corporation, you have now become the trustees of the dissolved corporation and are required to pay any and all valid claims in accordance with law.

Based on the foregoing, please be advised that this letter shall serve as the City's final demand for damages prior to seeking legal recourse in civil court. Please also note that failure to respond to this demand may also result in the debarment of A&A for "deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a contract." Section 2-276(b)(6) of the City's Code of Ordinances. Once debarred, you shall be excluded from conducting business with the City as agents, representatives, partners or associates of other contractors, subcontractors, affiliates or individual sureties.

You have ten days to respond to this letter. Payment plans are available upon request. Please govern yourself accordingly.

Respectfully,

A handwritten signature in black ink, appearing to read 'Matthew J. Jones', with a stylized flourish at the end.

Matthew J. Jones
Deputy City Attorney
City of Port Orange



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

May17, 2017

A&A Automotive & Wrecker Service Inc.
830 Commonwealth Blvd (Unit C)
Port Orange, FL 32127

A&A Automotive & Wrecker Service Inc.
PO BOX 290037
Port Orange, FL 32127

A&A Automotive & Wrecker Service Inc.
VP/Registered Agent: Michele Hess
127 Brandy Hills Drive
Port Orange, FL 32129

A&A Automotive & Wrecker Service Inc.
President: Ron Hess
127 Brandy Hills Drive
Port Orange, FL 32129

A&A Automotive & Wrecker Service Inc.
Treasurer: Traci Hess
811 Little Town Road
Port Orange, FL 32127

Re: Notice of Intent to Debar – A&A Automotive & Wrecker Service Inc.

TO WHOM IT MAY CONCERN:

Please be advised that I have preliminarily found cause for the debarment of the above reference company based upon the attached Memorandum submitted by Thomas Grimaldi, Chief of Police, and for the reasons set forth in the City of Port Orange Code of Ordinances, Section 2-276(b)(6), copy attached.

Pursuant to the authority of the City Manager, this letter shall constitute Notice of Intent to Debar the above referenced company from consideration for the award of City of Port Orange contracts.

The Notice of Intent to Debar is hereby issued subject to the all rights and procedures for suspension and debarment set forth in Section 2-276, as attached. Effective immediately the company listed above shall be suspended for a period of one year or until a final determination is made with respect to the debarment, whichever is earlier, and the company may not be considered for award or receive new contracts during the period of suspension and/or debarment.

The proposed debarment shall commence upon the date of final determination and shall continue for five (5) years. The preliminary finding of cause and proposed debarment action shall become final if a request for review is not timely filed in accordance with the provisions of Section 2-276(e).

Sincerely,

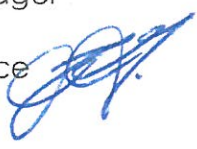

M. H. Johansson
City Manager

Attachments: Memorandum from Thomas Grimaldi dated February 16, 2017
Section 2-276 of the City of Port Orange Code of Ordinances



MEMORANDUM

TO: Michael H. Johansson, City Manager

FROM: Thomas R. Grimaldi, Chief of Police 

DATE: February 16, 2017

RE: A&A Wrecker Debarment

Please consider this my formal request to debar A&A Automotive & Wrecker Service Inc ("A&A") in accordance with Section 2-276 of the Code of Ordinances of the City of Port Orange.

The City contracted with A&A for wrecker service from December 1, 2009 – November 30, 2012 (Contract and extension attached as **Exhibit "A"**). During this three-year term, A&A made only seven payments, leaving an outstanding balance of \$145,000 owed to the City. (see **Exhibit "B"**). The City has made multiple attempts to collect the amount owed to the City by A&A. Chief Monahan sent a demand letter on December 12, 2012 (attached as **Exhibit "C"**), and the Deputy City Attorney followed-up with a demand letter dated May 4, 2016 (attached as **Exhibit "D"**) warning of civil action and/or debarment. Neither of these demands have been answered, and the City has not received any contact from Ron Hess, Michele Hess, or Traci Hess – the registered officers of A&A. Although A&A dissolved in 2013, I'm recommending debarment in order to prevent the registered officers from being considered for services through another entity.

Pursuant to Section 2-276(a) of the Code, cause for debarment includes:

Failure to fully comply with the conditions, specifications or terms of a bid, quotation, proposal or contract with the city or any other person or public entity, including, deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a bid/contract.

A&A clearly failed to comply with the contract with the City when it failed to make the monthly payments required under the terms of the contract. This failure to comply with the contract resulted in \$145,000 in damages to the City. Therefore, A&A should be debarred for the maximum extent provided by Ordinance (5 years).

Sec. 2-276. - Suspension and debarment.

- (a) *Authority to debar or suspend.* In accordance with the provisions of this section, the city manager, after consultation with the city attorney's office, shall have the authority to debar an actual or prospective contractor for cause from consideration for award of contracts. The debarment shall be for a period of not more than five years from the date of the final determination of debarment unless the contractor has been previously debarred by the city in which case any subsequent debarment shall be permanent. Upon initiation of debarment proceedings, the city manager, after consultation with the city attorney's office, shall also have the authority to suspend an actual or prospective contractor from consideration for award of contracts pending the final debarment determination. The suspension shall be for a period of one year or until a final determination with respect to debarment is made, whichever is earlier.
- (b) *Causes for debarment.* The causes for debarment shall include, but are not limited to, the following:
- (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
 - (2) Conviction under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects its responsibility as a contractor.
 - (3) Conviction or civil judgment finding under state or federal antitrust statutes arising out of the submission of bids or proposals.
 - (4) Determination by a court, hearing officer, administrative official, or any local, state or federal governmental entity or agency that the contractor has violated the provisions of any local, state or federal laws or regulations.
 - (5) Commission of any fraud or misrepresentation in connection with a bid, quotation, proposal, solicitation, or contract with the city or other public entity, whether or not leading to a conviction.
 - (6) Failure to fully comply with the conditions, specifications or terms of a bid, quotation, proposal or contract with the city or any other person or public entity, including, but not limited to the following:
 - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a bid/contract;
 - b. Abandonment of a contract;
 - c. Failure to pay a contractor, subcontractor, or material provider as required by Florida Statutes;
 - d. Repudiation of a bid/contract by failure to provide bonds, insurance, or other required certificates within a reasonable time period;
 - e. Refusal to accept an addendum, agreement or contract, or to perform thereon provided such addendum, agreement or contract was issued timely and in conformance with the bid or solicitation received; or
 - f. Overall performance of a contract which has been evaluated as "poor" or "unsatisfactory".
 - (7) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more bids/contracts with the city or any other person or public entity; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
 - (8) Presence of principals or corporate officers in the business or concern, who were principals or corporate officers within another business at the time when the other business was suspended or debarred under the provisions of this section or by another public entity.

- (9) Violation of any ethical standards set forth in local, state or federal law.
- (10) Any other cause or material factor which adversely affects the responsibility of a person or entity as a city contractor, including but not limited to, suspension or debarment by another governmental entity for any of the causes listed in this section.
- (c) *Permanent debarment.* In the event that a contractor has previously been debarred by the city for a period of five years or less pursuant to this section, and cause exists for a subsequent debarment of the contractor pursuant to subsection (b) above, said debarment shall be permanent.
- (d) *Notice of intent to debar.* Upon a preliminary determination by the city manager that cause exists for debarment, a contractor or prospective contractor shall be sent a written notice of intent to debar. Such notice shall state:
 - (1) The reasons for the proposed debarment;
 - (2) The proposed length of the debarment;
 - (3) That the preliminary finding of cause and proposed debarment action shall become final, if a request for review is not timely filed in accordance with the provisions of subsection (e) below;
 - (4) Whether the person has been suspended pending finality of the debarment determination; and
 - (5) That suspended and/or debarred persons may not be considered for award or receive new contracts during the period of suspension and/or debarment.
- (e) *Request for review.* A contractor or prospective contractor that has received a notice of intent to debar may request that the proposed debarment action be reviewed and reconsidered. Such request shall be received by the city manager in writing within ten calendar days of issuance of the notice of the intent to debar. Such request for review and reconsideration shall state the basis for review and reconsideration, and shall include such documents, evidence, and other information as the requesting party deems necessary to support its position. If no request for review and reconsideration is received within the time period allowed, the determination of the city manager that cause exists for debarment and the proposed length of the debarment shall become final and all rights to request review or appeal shall be deemed waived.
- (f) *Review.* Upon timely filing of a written request for review, the city manager shall review and reconsider the preliminary determination of cause for debarment, with or without a meeting or hearing with the party requesting review, at the option of the city manager. The city manager may request information from, and speak individually or collectively to, any people or entities having information relevant to the debarment determination. The city manager shall render a written decision on the request for review and reconsideration, which shall include the city manager's final debarment decision and action taken, if any, within 30 calendar days following receipt of the request.
- (g) *Appeal of the city manager's decision.* The decision of the city manager may be appealed by the contractor proposed for debarment to the city council by submission to the city clerk of a written request for hearing within seven calendar days from the date of the city manager's written decision. When an appeal is scheduled for oral presentation before city council, the appellant and city manager shall each be given ten minutes to present the appeal and response. In its discretion, city council may extend the time allotted for argument and/or allow other interested persons to speak.
- (h) *Finality of decision.* The decision of city council shall be final and shall conclusively represent the position of the city.
- (i) *Debarred and suspended persons list.* The purchasing manager shall maintain a list of suspended and debarred persons. Persons which have been suspended or debarred shall be precluded from responding to solicitations or receiving awards of contracts from the city, and shall be excluded from conducting business with the city as agents, representatives, partners or associates of other contractors, subcontractors, affiliates or individual sureties, during the period of their suspension or debarment. Any bid or other response received from such a party during the period of their suspension or debarment shall be disregarded and not evaluated for potential award.

(Ord. No. [2015-28](#), § 1, 9-9-2015)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/05/2018

Consent item: No

SUBJECT: (H16) City Manager Comments

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: Port Orange Yellow Pages asked to use our logo along with contact information for City Staff. The yellow pages is offering this service free of charge and we still have a good number of people that use the phone book to contact city hall.

The manufacture, use, display, or other employment of any facsimile or reproduction of the official municipal seal or logo for the purpose of advertising or promoting the sale of any article of merchandise or for any other commercial purpose is prohibited, without prior written approval by the city council.

If Council authorizes the use of the logo by Yellow Pages, it needs to be in writing. If approved, we will draft the necessary permission for the yellow pages. If council does not approve then the yellow pages will print without the logo on the Port Orange City telephone number page.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 05/16/2018
Approved - 05/18/2018
Final Approval - 05/18/2018
