



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 2, 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 Mike Swingle - First Baptist Church of Harbor Oaks
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. September 19, 2018 - Regular City Council Meeting
 - b. September 25, 2018 - Joint Workshop with Parks & Recreation Advisory Board
 - c. September 25, 2018 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Approval of Change Order No 1 to Task Authorization No 13 with Mead and Hunt, Inc. for the South Commonwealth Water Main Improvement Project in the amount of \$17,626; revised Task Authorization amount not to exceed \$185,026.
 - b. Intent to Award ITB 18-23 Master Lift Station Cleaning
 - c. Approval to Award ITB #18-27 - Causeway Park North Boat Ramp to Brothers Construction, Inc.
 - d. Approval to Renew the Annual Service Agreement with Halifax Humane Society

e. Approval of Task Authorization No. 11 with Kimley Horn for ADA Transition Plan - Phase 1

f. Intent to Award ITB #18-29 to A.G. Pifer Construction Company, Inc. as it relates to the Public Works Administration Building Roof Replacement.

8. Resolution No. 18-46 - Ratifying and Accepting \$98,579.00 for 2018-2019 Victims of Crime Act (VOCA) Grant

9. Approval of Foster Settlement

10. Approval to Submit Grant Applications for Transport Start Up Equipment

11. Approval of an "After the fact" Historic Tree Removal Permit for 713 Kristina Court

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

D. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. Report from KemperSports on the Cypress Head Golf

F. PUBLIC HEARING

14. Second Reading - Ordinance No. 2018 - 24 - Annexation/1727 & 1737 Fern Park Drive; (Case No. 18-10000003)

15. First Reading - Ordinance No. 2018-26 - LDC Text Amendment Chapter 17, Section 26 - GPU Zoning District

16. Second Reading - Ordinance No. 2018-29 - Adoption of 18-3 Comprehensive Plan Amendments/Colony in the Wood (Case No. 18-20000005)

G. REGULAR AGENDA

17. Temporary Urban Chicken Pilot Program Update

18. Contract Amendment - City Manager

19. Financial Report August 2018

H. COMMENTS

20. City Attorney Comments

21. City Manager Comments

I. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Plan

J. ADJOURNMENT

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 19, 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 by Father Tim Daly of Basilica of Saint Paul

Pledge of Allegiance

Roll Call

Present: Councilman Bob Ford
Councilman Chase Tramont
Councilman Drew Bastian
Vice Mayor Scott Stiltner
Mayor Donald Burnette

Also Present: City Manager Jake Johansson
City Attorney Margaret Roberts
City Clerk Robin Fenwick

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Mike Gardner, 618 Ruth Street, discussed his concerns with the Consent Agenda Item #8. He doesn't believe the City should be writing off debts owed to the City.

Ted Nofall, 857 Chickadee Drive, asked that Item #8 be pulled and discussed. He also discussed his concerns regarding public comments on items being voted on by the Council.

5. Agenda Approval

Motion to pull Item #8 for further discussion was made by Councilman Bob Ford, and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by voice vote.

6. Approval of Minutes

- a. September 4, 2018 - Regular City Council Meeting
- b. September 5, 2018 - Special City Council Meeting

Regular City Council Meeting

September 19, 2018

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7. Bid Awards and Contract Items
 - a. Approval of County of Volusia Standard Interlocal Agreement for Provision of Municipal Services
 - b. Intent to award ITB #18-19 Aquatic Plant Management Services to Applied Aquatic Management, Inc.
8. Approval to Write-off of Fair Share Debt associated with Westport Square PCD, Phase II Project (Kohl's - 1682 Taylor Rd) and Port Orange Properties Project (1633 Taylor Rd)
9. Approval of Major Special Event Request – The Last Resort Bar – 5812 South Ridgewood Avenue.
10. Resolution No. 18-36 - Ratifying and Declaring Election Results of Primary Election held on August 28, 2018 for District 2

Motion to approve the remainder of the consent agenda was made by Vice Mayor Scott Stiltner, and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

Councilman Ford spoke regarding Item #8 and understands mistakes happen. He asked if there is a problem area that needs to be addressed.

Mr. Johansson advised the mistake was made by his Staff and the agenda packet discussed how Staff will ensure it will not happen again.

Motion to approve Item #8 was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. Gardner discussed how he believes members of the public were treated at the last meeting.

Allen Green, 4248 Jackson Street, discussed his concerns regarding transport. He believes it is the County's responsibility and Council should be pressuring the County to do their job.

Mr. Nofall discussed his concerns regarding Item #8, transport issues, and the DUI checkpoint occurring this weekend.

11. Comments/Concerns from Council Members

Councilman Ford discussed a pot hole on West Ridge Avenue. He believes a lot of fill will be needed to fix it.

Mayor Burnette asked for an update on the water main break. Mr. Johansson provided details. The precautionary boil water notice has been lifted as the testing results were clean.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

12. Citizen Advisory Committee for TPO

Bobby Ball, CAC member, was unable to attend.

13. Planning Commission Appointments (x5)

Mayor Burnette explained the open positions to be considered.

Motion to nominate Maria Mills-Benat to fill the position for the remainder of the term which is one (1) year was made by Vice Mayor Scott Stiltner, and Seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

Motion to nominate Thomas Jordan, Michael Arminio, Daryl "Bo" Bofamy, and Lance Green for re-appointment was made by Councilman Chase Tramont, and Seconded by Vice Mayor Scott Stiltner.

Motion to nominate Rob Walsh was made by Councilman Drew Bastian, and Seconded by Councilman Bob Ford. Robin Fenwick, City Clerk, advised Mr. Walsh withdrew his name from consideration. Motion withdrawn by Councilman Drew Bastian.

Motion to nominate Joe Fazzie was made by Councilman Bob Ford, and Seconded by Vice Mayor Scott Stiltner.

Written ballots were provided to Council. Ms. Fenwick read the results.

Lance Green, Thomas Jordan, and Daryl "Bo" Bofamy were re-appointed. Joe Fazzie was appointed to fill the fifth opening.

Mayor Burnette and Councilman Drew Bastian thanked Michael Arminio for his service.

14. Town Center CRA Appointment

Motion to nominate Stan Schmidt to the Town Center CRA was made by Councilman Drew Bastian, and Seconded by Councilman Scott Stiltner. Motion carried unanimously by voice vote.

15. Golf Advisory Board Report

Richard Lee, Chairman, provided an update on the discussions held by the Golf Advisory Board.

PUBLIC HEARING

16. Discussion on Final Budget and Millage Rate for FY19

Mayor Burnette announced the Fiscal Year (FY) 2019 Budget commences on October 1, 2018 and continues through September 30, 2019. The public hearing is now convened to discuss the millage rate and budget. The first substantive issue to be discussed by City Council includes the percentage increase in millage over the roll-back rate necessary to fund the budget and the specific purposes for which ad valorem tax revenues are being increased. The City Council will discuss the increase, the purposes and the final millage necessary to fund the FY2019 final budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center, and the Community Redevelopment Agency for Eastport Business Center. The final millage rate to be levied in 4.6288 mills per \$1,000.00 of valuation and is a 9.99% increase in ad valorem tax revenues above the roll-back rate. The roll-back rate is 4.2084 mills per \$1,000.00 of valuation.

Jake Johansson, City Manager, commented on the increase in millage over the rolled-back rate and the specific purposes for the increase.

Council discussion was held regarding the increase. Councilmen Ford and Tramont disagree with the proposed millage rate.

Mayor Burnette announced Council will hear comments from the public regarding the proposed final millage.

Public comments:

Mr. Nofall addressed Council regarding the millage rate and due diligence on Council's part as to the current budget line items. He'd like to hear an explanation regarding why reserves are not being used to buy down the millage rate increase.

There were no revisions to the proposed final millage rate as presented.

17. Resolution No. 18-37 - Adopting the Final Millage Rate for FY19

Mayor Burnette read Resolution No. 18-37.

RESOLUTION NO. 18-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2019 (OCTOBER 1, 2018 TO SEPTEMBER 30, 2019); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-37 adopting the City of Port Orange FY2019 final millage rate of 4.6288 mills per \$1,000.00 of valuation was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner.

Mr. Nofall expressed his concerns with the final millage rate.

Motion carried 3-2 with Councilmen
Tramont and Ford voting no.

18. Resolution No. 18-38 - Adopting the Final Operating Budget for FY19

Mayor Burnette read Resolution No. 18-38.

RESOLUTION NO. 18-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATE AMOUNT OF \$102,461,288; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND

PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-38
was made by Councilman Drew Bastian,
and Seconded by Vice Mayor Scott
Stiltner.

Mr. Nofall asked what the difference is regarding the decision to purchase the new fire truck. He'd also like to see a fleet analysis on the police cars.

Motion carried 3-2 with Councilmen
Tramont and Ford voting no.

19. Resolution No. 18-39 - Adopting the Final Capital Budget for FY19

Mayor Burnette read Resolution No. 18-39.

RESOLUTION NO. 18-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL CAPITAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF \$9,818,722; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION OF EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-39
was made by Councilman Drew Bastian,
and Seconded by Vice Mayor Scott
Stiltner. Motion carried 3-2 with
Councilmen Tramont and Ford voting
no.

20. Resolution No. 18-40 - Adopting the Final Millage Rate for FY19 for Town Center CRA Tax Increment District

Mayor Burnette read Resolution No. 18-40.

RESOLUTION NO. 18-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE TOWN

CENTER TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2019 (OCTOBER 1, 2018 TO SEPTEMBER 30, 2019); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-40 adopting the Community Redevelopment Agency for Port Orange Town Center FY2019 final millage rate of 4.6288 mills per \$1,000.00 valuation was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner. Motion carried 3-2 with Councilmen Ford and Tramont voting no.

21. Resolution No. 18-41 - Adopting the Final Operating Budget for FY19 for Town Center CRA Tax Increment District

Mayor Burnette read Resolution No. 18-41.

RESOLUTION NO. 18-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL TOWN CENTER TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$476,503; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-41 was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner. Motion carried 3-2 with Councilmen Ford and Tramont voting no.

22. Resolution No. 18-42 - Adopting the Final Millage Rate for FY19 for Eastport CRA Tax Increment District

Mayor Burnette read Resolution No. 18-42.

RESOLUTION NO. 18-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE

EASTPORT TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2019 (OCTOBER 1, 2018 TO SEPTEMBER 30, 2019); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-42 was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner. Motion carried 3-2 with Councilmen Ford and Tramont voting no.

23. Resolution No. 18-43 - Adopting the Final Operating Budget for FY19 Eastport CRA Tax Increment District

Mayor Burnette read Resolution No. 18-43.

RESOLUTION NO. 18-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL EASTPORT TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$207,733; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-43 was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner. Motion carried 3-2 with Councilmen Ford and Tramont voting no.

Mayor Burnette announced the adopted final millage rate of 4.6288 mills per \$1,000.00 of valuation is a 9.99% increase in ad valorem tax revenues above the roll-back rate. In addition to the foregoing general operating budget/millage levy, there is a voter approved millage levy of .2923 mills to fund the debt service for the 2016 General Obligation Refunding Bonds issued for public safety capital facilities.

24. Second Reading - Ordinance No. 2018-25 - Moratorium on Personal Wireless Communications Governed by Chapter 16, Section 9 of the Land Development Code

Mayor Burnette read Ordinance No. 2018-25.

ORDINANCE NO. 2018-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING A MORATORIUM ON THE SUBMITTAL OF APPLICATIONS FOR SITE PLANS, SUBDIVISIONS, CONDITIONAL USES, SPECIAL EXCEPTION USES, AND CHANGE OF USE, AND ALSO THE ISSUANCE OF DEVELOPMENT ORDERS, BUILDING PERMITS, ZONING VERIFICATION LETTERS, SPECIAL EXCEPTIONS, CONDITIONAL USE, AND CHANGE OF USE ZONING APPROVALS FOR COMMUNICATION TOWERS, ALTERNATIVE SUPPORT STRUCTURES, ANTENNAS, AND OTHER COMMUNICATIONS FACILITIES USED IN SUPPORT THEREOF GOVERNED BY CHAPTER 16, SECTION 9 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-25 was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by roll call vote.

25. Second Reading - Ordinance No. 2018-27 - Shopping Carts

Mayor Burnette asked for a motion to continue this item until October 16, 2018 to allow staff time to contact interested businesses that may be affected by this ordinance.

Motion to continue until October 16, 2018 was made by Vice Mayor Scott Stiltner, and Seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

26. Second Reading - Ordinance No. 2018-28 - RV Parking Code Amendment

Mayor Burnette read Ordinance No. 2018-28.

ORDINANCE NO. 2018-28

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 70-48 OF THE CODE OF ORDINANCES RELATING TO PARKING OF RECREATIONAL

VEHICLES AND EQUIPMENT IN RESIDENTIAL AREAS;
PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-28
was made by Councilman Drew Bastian,
and Seconded by Vice Mayor Scott
Stiltner. Motion carried unanimously by
roll call vote.

27. First Reading - Ordinance No. 2018-29 - Adoption of 18-3 Comprehensive
Plan Amendments/Colony in the Wood (Case No. 18-20000005)

Mayor Burnette read Ordinance No. 2018-29.

ORDINANCE NO. 2018-29

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, RELATING TO COMPREHENSIVE
PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE
COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE
DESIGNATION FOR +/- 24.7 ACRES FROM
OFFICE/RESIDENTIAL TRANSITION TO URBAN MEDIUM
DENSITY RESIDENTIAL (4-8 UNITS/ACRE) FOR PROPERTY
GENERALLY LOCATED IN THE FRONT PORTION OF THE
COLONY IN THE WOOD MOBILE HOME PARK AT 4000 S. CLYDE
MORRIS BOULEVARD; PROVIDING FOR CONFLICTING
ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-29
was made by Councilman Drew Bastian,
and Seconded by Vice Mayor Scott
Stiltner.

Penelope Cruz, Planning Manager, provided details of the amendments being
requested.

Motion carried unanimously by roll call
vote.

28. Approval of Subdivision Variances/4068 Carlisle Drive, Case No. 18-
90000004

Motion to approve the variances from
LDC Chapter 5, Section 4(a)(1)(c);
Chapter 5, Section 4(a)(3)(c); and

Chapter 5, Section 4(a)(2) was made by
Councilman Drew Bastian, and
Seconded by Vice Mayor Scott Stiltner.

Ms. Cruz explained the variances being requested.

Council discussed concerns with parking.

Glenn Storch, Attorney for Applicant, advised Council they are losing nothing. The same plan is being proposed as is already approved with the exception of the ownership of the units (townhomes vs. condominiums). It will be a gated community and parking is provided within the property. Street parking will not be allowed in the HOA documents. The streets will be private. The Planning Commission has recommended approval of the requests. Jim Paytas, Paytas Homes, is the builder.

Motion carried unanimously by roll call
vote after no public comments.

29. Approval of Development Order Modification to the Final Plat and Plans
for the Westport Reserve Subdivision Phase 4, Case Number 18-52000001

Motion to approve was made by
Councilman Drew Bastian, and
Seconded by Vice Mayor Scott Stiltner.

Ms. Cruz provided details of the modification to the plat and plans which include: 1) removing Don Pedro Way, 2) Removing 7 single-family lots, and 3) expanding the proposed stormwater pond along Town West Blvd. These modifications are intended to reduce the amount of fill dirt needed to grade the subdivision.

Motion carried unanimously by roll call
vote after no public comments.

REGULAR AGENDA

30. Resolution No. 18-23 - Expressing the City's Support and Intention to
Create a PACE Program (Continued from August 7, 2018)

Mayor Burnette read Resolution No. 18-23.

RESOLUTION NO. 18-23

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, ESTABLISHING A PROPERTY ASSESSED
CLEAN ENERGY (PACE) PROGRAM WITHIN THE CORPORATE
LIMITS OF THE CITY OF PORT ORANGE; DELEGATING
AUTHORITY PURSUANT TO INTERLOCAL AGREEMENTS TO

SEPARATE LOCAL GOVERNMENTS WHO SHALL HAVE ESTABLISHED AND WHO IMPLEMENT, FACILITATE, AND ADMINISTER VOLUNTARY NON-AD VALOREM FINANCING FOR PRIVATE PROPERTY OWNERS TO IMPROVE THE REAL PROPERTY WITH QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, AND WIND RESISTANCE IMPROVEMENTS; PROVIDING FOR CERTAIN TERMS AND CONDITIONS IN THE INTERLOCAL AGREEMENT; AUTHORIZING CERTAIN CITY OFFICIALS TO EXECUTE SAID AGREEMENTS; PROVIDING FOR ESSENTIAL TERMS FOR THE INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-23 was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner.

Natalie Schneider, Renew Financial, thanked Staff and discussed the basics of PACE, as well as types of improvements included in the program.

Councilman Ford expressed his concerns with the program. He does not support it and doesn't want the City being in the banking business.

Mayor Burnette explained the program allows citizens another choice. The City is not in the financing business by supporting the program.

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

31. Approval of Membership Agreements for the PACE Program (Continued from August 7, 2018)

Motion to approve, subject to the City Attorney's final review, and to provide authority to the City Manager to execute the agreements was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner. Motion carried 4-1 by roll call vote with Councilman Ford voting no.

32. Ratification of two (2) Emergency Purchase orders for the repair of the south generator (\$51,449.02) located at the Water Reclamation Facility and the rental of a standby generator (\$18,213.00)

Motion to approve was made by Councilman Drew Bastian and Seconded by Vice Mayor Scott Stiltner.

Mr. Johansson provided details of the need for the emergency purchases.

Motion carried unanimously by roll call vote.

COMMENTS

33. City Attorney Comments

There were none.

34. City Manager Comments

Mr. Johansson advised Council the motion and second for Resolution No. 18-28 which was originally pulled from the September 4th consent agenda was unclear. The subsequent roll call vote passed 5-0. Staff recommends reconsideration and vote to clarify the record.

Motion to reconsider Resolution No. 18-28 was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by voice vote.

Mayor Burnette read Resolution No. 18-28.

RESOLUTION NO. 18-28

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING AND CAPITAL FUNDS TO BUDGET FOR TEMPORARY TRANSFERS IN THE FIRE IMPACT FEE FUND 311 AND THE LEASE AND REPLACEMENT FUND 505 TO FUND THE EXPEDITED PURCHASE OF 107' AERIAL LADDER FIRE APPARATUS; TO BUDGET FOR THE REPLACEMENT OF AN IRRIGATION PUMP AT CYPRESS HEAD GOLF COURSE; TO DOCUMENT THE WRITE OFF OF A LOAN MADE FROM THE LOAN POOL FUND TO THE

GOLF COURSE FUND FOR RENOVATIONS; AND TO BUDGET FOR INSURANCE PROCEEDS RECEIVED, SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-28 was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by roll call vote.

Mr. Johansson updated Council on outstanding issues, including Mr. Menocal's concerns on searching the website. Staff met with Mr. Menocal to train on the searching capabilities and receive feedback from him. Changes have been made. The DUI Checkpoint information has been posted but the plan is exempt. He discussed the write off and explained the item previously approved by Council tonight. The write off items being brought to Council are old items that are being cleaned up by Staff.

COUNCIL COMMITTEE REPORTS

35. City Council Committee Reports
- a. ArtHaus - Councilman Ford provided details of their recent meeting.
 - b. Port Orange/South Daytona Chamber of Commerce - Mayor Burnette provided details of the upcoming events.
 - c. Roundtable of Elected Officials - Vice Mayor Stiltner provided details of the recent meeting.

ADJOURNMENT - 9:13 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL and PARKS & RECREATION ADVISORY BOARD
JOINT WORKSHOP MINUTES
2ND FLOOR CONFERENCE ROOM – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 25, 2018

THE CITY COUNCIL of the City of Port Orange JOINT WORKSHOP was called to order by Mayor Donald O. Burnette at 5:00 p.m.

Pledge of Allegiance

Invocation

Roll Call:

City Council Present:	Councilman Chase Tramont Councilman Drew Bastian Councilman Bob Ford Vice Mayor Scott Stiltner Mayor Donald Burnette
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Parks & Recreation Advisory Board:	James Richard Julie Day Maria Mills-Benat Bobby Ball Patricia Barraco Robert Maxwell John Cameron Mark Bowling Mike Navarro Jack Wiles, Chairman
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Also Present:	Alan Rosen, Assistant City Manager Matthew Jones, Deputy City Attorney Robin Fenwick, City Clerk
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DISCUSSION ITEMS

4. Co-sponsorship/partners

Jack Wiles, Chairman, discussed the Board's meetings and discussions with the current partners and additional interest. He suggested this topic be discussed at the Board's next meeting. Mayor Burnette asked the Board to consider each of the types of sports when they discuss the needs for each and what the City recreation teams need. Councilman Ford asked the Board to make a recommendation as to the most important thing Council should consider relating to spending.

Member Ball provided an update. The Foundation needs members and volunteers who can provide services to handle the Foundation's accounting work, legal work, etc. Mayor Burnette will work on obtaining a volunteer CPA to handle the accounting work. Councilman Ford suggested they talk with ArtHaus for guidance. Susan Lovallo, Parks & Recreation Director, will work with Member Ball and bring information and options to the Board on October 17, 2018.

6. Russell property update from Asst. City Manager/Grants Manager

Amanda Lasecki, Grants Manager, provided background details regarding the grant used to purchase the Russell property. Any revenue received by the City's use would need to be re-invested back into the property. The property can be rented out to another company (venue rental, etc.) but access to the property would be limited. Ms. Lovallo explained issues with access to the creek itself. Mayor Burnette is not interested in building that property as a City venue. He would consider submitting an RFP for an outside company to bid on it. Ms. Lovallo would like a legal opinion on whether or not people can be bused to the property.

7. Community Center Update

Ms. Lovallo advised there is a grant application to be submitted soon. A preliminary design has been received. Ms. Lasecki provided details regarding the grant process and deadlines. Ms. Lovallo explained the budgeting set up for the match of the grant amounts should it be awarded.

8. Board Attendance

Mr. Wiles discussed the Board's issues with meeting a quorum recently, but all are present today and have re-committed to the Board. The Board has discussed moving back to seven (7) rather than the current 10 members in the future.

ADJOURNMENT – 6:21 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 25, 2018

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

Silent Invocation

Pledge of Allegiance

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

Also Present:	Alan Rosen, Assistant City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk
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DISCUSSION ITEMS

4. Recycling Presentation by GEL Corporation

Lynn Stevens, Public Works/Utilities Director, discussed the City's current recycling services.

Jacqueline Kerr – Financial Controller GEL CORP, provided education regarding recycled materials and how it is processed once received. The City of Port Orange has recycled 669 tons of mixed paper from January-August 2018. The City's recycling program has saved 11,373 trees, 4.68 million gallons of water, and 309,747 gallons of oil.

Ms. Stevens advised Council there will need to be changes to the contract because of the commodity drop. The rates to the residents will not be changed. The City has lost the rebate from the County.

5. Dunlawton Medians

Margaret Tomlinson, Construction and Engineering Manager, provided details regarding the project for medians on Dunlawton Ave. Some of the lessons learned include relocating Crape Myrtles, new irrigations system, and a 1-year maintenance agreement. She discussed the cost and schedule implications and asked Council for direction.

ADJOURNMENT: 7:13 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: Yes

SUBJECT: (B7a) Approval of Change Order No 1 to Task Authorization No 13 with Mead and Hunt, Inc. for the South Commonwealth Water Main Improvement Project in the amount of \$17,626; revised Task Authorization amount not to exceed \$185,026.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No 1 to Task Authorization No 13 under the Master Contract for Engineering Services with Mead and Hunt, Inc. as it relates to the South Commonwealth Water Main Improvements in the amount of \$17,626; revised Task Authorization amount not to exceed \$185,026; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On August 1, 2017, City Council approved the South Commonwealth Water Main Improvement project under Task Authorization No 13 to Mead and Hunt. During the 30% design plan review and field verification, City staff discovered approximately 1,800 linear feet of 6" asbestos cement water main on Normandy Blvd. Due to the type and the age of this water main, City staff recommends replacement. Change Order No. 1 includes design and survey work to replace this section of water main. Charge Order No. 1 is \$17,626.00 for a total revised contract amount of \$185,026.00. No additional time is needed for completion. The final completion date is September 30, 2020.

This project is being done in conjunction with planned street paving projects in the area to reduce costs and work more efficiently.

Project No.: URP001 Funding Account No.: 403 0800 533 6397

ATTACHMENTS:

1.	Mead & Hunt - Change Order No 1 to Task No 13	Mead & Hunt - Change Order No 1 to Task No 13.pdf
2.	Department Justification Memo	Department Justification Memo.pdf
3.	CO No 1 - Scope of Service	CO No 1 - Scope of Service.pdf
4.	Mead & Hunt Task 13 executed	Mead & Hunt Task 13 executed.pdf

Julia Wiggins
Julia Wiggins

Created/Initiated - 08/30/2018
Approved - 08/30/2018

Kenny Ho	Approved - 08/30/2018
Rick Wilson	Approved - 08/31/2018
Lynn Stevens	Approved - 09/06/2018
Tracey Riehm	Approved - 09/10/2018
Margaret Roberts	Approved - 09/21/2018
Jake Johansson	Approved - 09/22/2018
Robin Fenwick	Final Approval - 09/24/2018

CHANGE ORDER NO. 1
To Task Authorization No 13, dated August 15, 2016
Master Contract for Engineering Services, dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
Pursuant to merger with Quentin L. Hampton Associates, Inc.

Project: South Commonwealth Water Main Improvements

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$167,400	Original Contract Times Substantial Completion: ____ days Final Completion 1,149 days (September 30, 2020)
Net changes from previous Change Order: No. __: \$ \$0	Changes in contract time from previous Change Orders: No. __: ____ days 0 days
Contract Price prior to this Change Order: \$167,400	Contract Completion Date prior to this Change Order: Final Completion: September 30, 2020
Net Increase (decrease) of this Change Order No. 1: \$17,626	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$185,026	Contract Times with all approved Change Orders: Final Completion: September 30, 2020

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Task Authorization No 13, entered into by and between the parties on August 8, 2017, under the Master Contract for Engineering Services, dated March 16, 2016, with Mead and Hunt, Inc. pursuant to merger with Quentin L. Hampton and Associates, Inc.
- II. **REQUIRED CHANGES:** To provide for a change in scope to add the water main on Normandy Blvd – Christiancy Avenue to Knox Road and additional spending authority to complete scope of service changes. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** Change Order No 1 is required for additional spending authorization of \$17,626, for a revised task authorization amount of \$185,026. See attached Exhibit A for additional information.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of Task Authorization No 13 subject to a limit up to but not to exceed \$17,626; revised task authorization amount not to exceed \$185,026. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
KENNY HO, PUBLIC UTILITIES CONST & ENG
MANAGER
Department Project Manager

ACCEPTED BY:
MEAD AND HUNT, INC.
Contractor

By: _____
Kenny Ho, Public Utilities Const &
Eng. Manager
Date Signed: _____

By: _____
Brad T. Blais, President
Date Signed: _____

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Lynn Stevens, Public Works & Utilities
Director
Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager
Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor
Date Signed: _____

Robin L. Fenwick, CMC, City Clerk
Date Signed: _____

ATTACHMENT 'A'
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
AMENDMENT 1 – NORMANDY BLVD – CHRISTIANCY AVE TO KNOX ROAD
CITY OF PORT ORANGE
SCOPE OF SERVICES AND FEE ESTIMATE

1. GENERAL

This Scope of Services and Fee Estimate is in conformance with the Continuing Services Agreement between the City of Port Orange (CITY) and Mead & Hunt, Inc. (M&H) for Utility Engineering Services dated March 17, 2015 and extended to March 16, 2017 per Extension Agreement No. 1.

2. BACKGROUND

2.1 The CITY of Port Orange Utilities Department desires to replace substandard water mains and associated fittings, valves and fire hydrants on Normandy Boulevard between Christiancy Avenue and Knox Road. The improvements will be included in the plan set for the South Commonwealth Water Main replacement project which has been developed to 90% plans at the time of this proposal submittal.

2.2 The work will consist of the following

- 2.2.1. Survey of the area for the water main replacement – approximately 1,800 lineal feet (LF).
- 2.2.2. Replace or upsize approximately 1,800 of 6" Asbestos Cement(AC) pipe and all associated fittings, valves, and fire hydrants with polyvinyl chloride piping (PVC).
- 2.2.2. New water service lines will be installed as part of this scope of work. Existing service lines and meters will be replaced.
- 2.2.3. New fire hydrants will be added per CITY Code of Ordinances and/or Fire Department, latest standards.

3. SCOPE OF WORK/SUB-TASKS

3.1 Survey:

M&H will utilize Southeastern Surveying and Mapping Co. for surveying and mapping of the right-of-way and topography, and underground utility location information and aerial mapping for the survey product for the project. A copy of SSMC's proposal is attached.

3.2 Design

3.2.1 Determination of location and size of all utilities, right-of-way or easement requirements and construction restraints such as isolation of lines, maintenance of traffic and coordination with other applicable governmental entities.

3.2.2. The design scope will include the following tasks:

3.2.2.1. Collect and review available data from the CITY and utilities on existing and proposed facilities, sizes, elevations, materials, and operational data.

3.2.2.2. Prepare 60% documents for review by the CITY.

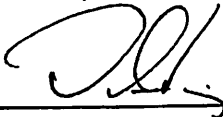
3.2.2.3. Prepare 90% and 100% design documents for review by the CITY. Documents shall provide sufficient detail for construction.

3.3 Permitting – permitting is included in original scope of work

Compensation: The fee for these services is estimated based on task breakdown in Attachment 'B' at Seventeen Thousand Six Hundred Twenty-Six and 00/100 Dollars (\$17,626.00) for the above stated tasks. The breakdown by fee type and proposed invoice format is as follows:

Lump Sum		
Design & Coordination	\$9,800	Lump Sum
Subconsultant/Reimbursables		
Surveyor	\$7,326	Actual Cost
Printing	<u>\$500</u>	Actual Cost
TOTAL	\$17,626	

Mead & Hunt, Inc.



David A. King, P.E.
Vice President/Business Unit Leader

6/27/18

Date

City of Port Orange, Florida

Date

**"PURSUANT TO FLORIDA STATUTE SECTION 558.0035,
AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT
INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE."**

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

ATTACHMENT 'B'

**CITY OF PORT ORANGE
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
AMENDMENT #1 - NORMANDY BLVD- CHRISTIANCY AVE TO KNOX DRIVE
ESTIMATED MANHOURLY SCHEDULE**

Task Order Reference	Description	Hourly Rate	Project Manager/ Principal (hours)	Professional Engineers (hours)	CADD Technicians (hours)	Production/Q C Manager (hours)	SUE Technician (\$62/hr) and SUE Project Coordinator (\$75) (hours)	Clerical Support (hours)	Subconsultant /Allowance Items	Total Task (\$)
3.1	Survey Allowance							\$55.00	See Below	See Below
3.2	Design & Coordination Efforts		4	18	60	10		10	\$ 7,328.00	\$ 7,328.00
	Reimbursables Allowance								\$ -	\$ 9,800.00
	TOTAL ALL TASKS		4	18	60	10	0	10	\$ 7,328.00	\$ 17,626.00

Subconsultant/Allowance Breakdown:

Description	Amount
(1) Survey Allowance	\$ 7,328.00
(2) Printing/Reproduction	\$ 500.00
Total	\$ 7,828.00

Steven L. Anderson, Jr., PSM, PLS
 Charles M. Arnett, PSM
 Michael D. Brown, PSM
 Eric E. Cain, PSM
 John K. Carr, PSM
 Michael L. Dougherty, PSM
 James M. Dunn, II, PSM
 Thomas F. Ferguson, PSM
 Ronnie A. Figueroa, PSM, GISP
 Tate B. Flowers, PSM, PLS
 Robert W. Gardner, PSM
 Brian R. Garvey, PE, GISP
 Daniel J. Henry, PSM, PLS
 Ryan E. Johnson, PSM
 Gary B. Krick, PSM
 Brad J. Lashley, PSM, PLS
 Myron F. Lucas, PSM
 James E. Mazurak, PSM



Southeastern Surveying and Mapping Corporation
 Serving the Southeast Since 1972
www.southeasternsurveying.com
info@southeasternsurveying.com

Thomas K. Mead, PSM, PLS
 Timothy O. Mosby, PSM
 James L. Petersen, PSM
 William C. Rowe, PSM
 Tony G. Syfrett, PSM, PLS
 Thomas P. Young, Jr., PSM, GISP
 Kirk R. Hall, EI, GISP
 Brad A. Stroppel, EI, GISP
 Cheryl A. Isenberg, GISP
 Brian E. Latchaw, GISP
 Patrick J. Phillips, GISP
 Donna L. Hendrix, CST IV
 Mark W. Klaers, CST IV
 Joseph S. Locklin, CST IV
 David M. Rentfrow, CST IV
 Steve D. Smith, CST IV
 Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

June 26, 2018

VIA EMAIL: jmischle@qlha.com

Mr. John Mischle
 Production Manager
 Mead & Hunt Company (Mead & Hunt)
 4401 Eastport Parkway
 Port Orange, FL 32127

**RE: South Commonwealth Water Main Improvements – Additional Work – Normandy Boulevard
 Sections 03 & 10, Township 16 South, Range 33 East, Volusia County, City of Port Orange, Florida**

Dear Mr. Mischle,

We are pleased to submit our proposal for *additional* Surveying Services on the above referenced project.

SCOPE OF WORK:

Provide Surveying Services in accordance with Chapter 5J-17 F.A.C. to include the following:

PROJECT LIMITS R/W to R/W:

Normandy Boulevard – from the west end of Normandy Boulevard to Christiancy Avenue

1. The survey will consist of topography, trees within the right-of-way, utilities as located by others, Right-of-Way, and all above ground fixed features.
2. Utility coordination will be the responsibility of Mead & Hunt.
3. The survey will to be plotted utilizing the standard AutoCAD format in accordance with the Mead & Hunt Company Specific AutoCAD Requirements.
4. All visible above ground fixed improvements will include, but not limited to, edge of pavement or curb, parking lots, sidewalks, concrete pads, utility poles, tv and telephone boxes, manholes, storm drainage structures, shorelines, ditches, walls, fences, trees with type and size, shrubs, driveways (and type concrete, asphalt dirt, gravel, shell, etc.), signs, mailboxes, water meters, sewer cleanouts, etc.
5. Lot numbers, subdivision names with plat book and page number when applicable; approximate lot lines, and addresses of residents along the route will be shown. SSMC will indicate businesses with name and type of business. SSMC will indicate if vacant or undeveloped.

500 All American Blvd Orlando, FL 32810 407.292.8580 407.292.0141 Fax	1130 Highway 90 Chipley, FL 32428 850.638.0790 850.638.8069 Fax	Lakeside Executive Center 8641 Bayline Road Suite 5 Jacksonville, FL 32256 904.737.5980 904.737.5995 Fax	119 West Main Street Tavares, FL 32778 352.343.4880 352.343.4914 Fax	10 East Lake Street Kissimmee, FL 34744 407.944.4880 407.944.0424 Fax	University Corporate Park 10770 North 46th Street Suite C-300 Tampa, FL 33617 813.898.2711 813.898.2712 Fax	410 Honeysuckle Road Dothan, AL 36305 334.648.0288
--	--	---	---	--	--	--

Licenses: PSM: Florida Professional Surveyor & Mapper • PLS: Alabama Professional Land Surveyor • PE: Professional Engineer

6. Obtain topographic cross-section elevations at fifty (50) foot stations to 10 feet outside of right-of way and at any sudden change of grade. Additional spot elevations will be shown at street intersections and at driveways. Cross-section will show centerline and edge of pavement elevations and tops and bottoms of any swales or ditches. Side/intersecting roads will be surveyed to 50 feet beyond Normandy Boulevard.
7. Vertical elevations of sanitary sewer and storm drainage structures will be shown. SSMC will indicate top and invert or flow line elevations of all pipes at structure. Pipe sizes, type of material, and direction of flow will be shown. Existing water levels at time of survey will be shown.
8. Existing water meters for all parcels will be searched for and all that are found will be shown on survey maps.

DELIVERABLES:

- Hard Copy – Surveyor will deliver to Mead & Hunt one (1) initial 24" x 36" hard copy of the survey for review. Upon approval from Mead & Hunt, the surveyor will deliver four (4) signed and sealed 24" x 36" copies of the survey.
- Electronic Copy – Surveyor will deliver computer file on disk along with initial hard copy. File(s) will be in AutoCAD Version 2000-2004 format.

SSMC will deliver one (1) contiguous CAD file delivered in "model space". Any use of this file as an XREF or formatting of sheet templates in "paper space" will be for surveyors use only and will not affect the "base" files delivered to Mead & Hunt.

The final "base" file will have all layers turned "on" and thawed" so that all available information is displayed by default. Any construction lines, survey points, etc. and their associated layers that are not directly required by Mead & Hunt will be removed from the drawing prior to delivery.

A descriptive layering scheme will be used that accurately describes the entities contained in the layer. Duplicate on numbered layers are not acceptable.

Entities will be on their correct layer. All entities in the drawing will be "color and line type by layer".

Text sizes in the drawing will be relative to the plotted scale. Scale shall be per the Mead & Hunt Engineer.

SSMC will deliver revised files as needed per Mead & Hunt's review and comment. All additional information will be placed on a layer labeled "revisions".

Page 3

Mr. John Mischle

City of Port Orange South Water Main Improvements - Additional Work - Normandy Boulevard

June 26, 2018

GENERAL:

All survey work will be performed in accordance with Standards of Practice for Land Surveyors, Chapter 5J-17 F.A.C. Statutes.

Our fee for the above referenced work will be **Seven Thousand Three Hundred Twenty Six Dollars & 00/100 (\$7,326.00).**

We anticipate completion of the above described work within six (6) weeks after receipt of a written notice to proceed. Payment is expected within thirty (30) days from date of invoice.

Notice to Owner

For all projects over \$5,000.00 a Notice to Owner will be filed.

We look forward to the opportunity to work with you on this project.

Sincerely,



James M. Dunn, II, PSM
Project Manager

JMD:gac

If the above scope, period of service and project fees meets with your approval, please forward the service Work Order along with the client Prime Agreement as per the Master Services Agreement dated 08/09/17 to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement.

ACCEPTED BY:

Principal / or Corporate Officer	TITLE	Printed Name	Date
/			





City of Port Orange Public Utilities and Works Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities and Works Director

THRU: Julia Wiggins, Public Utilities and Works Budget Analyst

FROM: Kenny Ho, Public Utilities and Works Engineering and Construction Manager

DATE: August 22, 2018

SUBJECT: Mead & Hunt – Task Authorization No 13
South Commonwealth Water Main Improvements Change Order No. 1

REQUEST:

The Public Utilities and Works Department is requesting the City Council approve Change Order No. 1 for Task Authorization No 13 of the South Commonwealth Water Main Improvements project in the amount not to exceed \$17,626.00.

PURPOSE:

This water system improvement project is part of the water distribution system maintenance program.

CONSIDERATION:

On August 1, 2017, City Council approved the South Commonwealth Water Main Improvement project under Task Authorization No 13 to Mead and Hunt. The purpose of this project is to replace and upsize the existing substandard and aging water distribution system. Majority of the existing water mains were built around 1950's and the water system has become unreliable due to unexpected leaks and breaks. Many water mains are undersized and flow rate capacities have been reduced due to internal pipe tuberculation. The existing water mains will be replaced and upsized to improve reliability and meet the latest fire protection standards. Additionally, existing asbestos cement pipe will be replaced with latest industry standard pipe materials.

During the 30% design plan review and field verification, City staff discovered the existing water main on Normandy Blvd is an asbestos cement pipe. Due to material type and the

age of this water main, City staff recommends this existing asbestos cement water main be replaced with a new PVC water main. Change Order No. 1 will cover the design and survey to replace approximately 1,800 linear feet of 6" asbestos cement water main. The engineering and design fees for the Charge Order No. 1 is \$17,626.00.

The total net increase to the engineering and design contract to date is \$17,626.00 for a total revised contract amount of \$185,026.00. The engineering consultant is not seeking additional time for Change Order No. 1 task. The final completion date for Task Authorization No. 13 is September 30, 2020.

This project is being done in conjunction with planned street paving projects in the area to reduce costs and work more efficiently.

FUNDING:

Project #: URP001

Account #: 403-0800-533-63-97

RECOMMENDATION:

The Public Utilities and Works Department recommends the approval of Change Order No 1 to Task Authorization No 13 of the South Commonwealth Water Main Improvement project in an amount not to exceed \$17,626.00 with no contract time extension.

ANTICIPATED SCHEDULE:

Complete design and bid project by late 2018 calendar year.

ATTACHMENTS:

1. Mead & Hunt engineering and design services proposal for South Commonwealth Water Main Improvements Change Order No 1.



4401 Eastport Parkway
Port Orange, FL 32127
386-761-6810
meadhunt.com

June 27, 2018

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

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

**RE: CITY OF PORT ORANGE
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
AMENDMENT 1 – NORMANDY BLVD – CHRISTIANCY AVE TO KNOX ROAD
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Kenny,

As you requested, please find the enclosed scope and fee estimate for the amendment to the above referenced project. As we understand, the City would like to include the replacement of the Normandy Boulevard water main from Christiancy Avenue to Knox Road in the South Commonwealth Water Main replacement project. The attached scope of services describes, in detail, what our firm understands to be required for this amendment. The project consists of design of the water main replacement in the area indicated.

M&H is well qualified to perform these services as we have provided engineering, design, permitting, and construction services on many similar projects of this type for Port Orange and municipalities throughout East Central Florida.

Our office will proceed to design upon receipt of a purchase order. It is understood that Construction phase services will be included in a later separate task.

We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,

Andrew M. Giannini, P.E.
Project Manager

David A. King, P.E.
Vice President/ Business Unit Leader

AMG/DAK:bf

cc: Graeme Gardiner, City of Port Orange
Enclosures: Scope of Services (Attachment 'A')
Fee Estimate (Attachment 'B')

ATTACHMENT 'A'
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
AMENDMENT 1 – NORMANDY BLVD – CHRISTIANCY AVE TO KNOX ROAD
CITY OF PORT ORANGE
SCOPE OF SERVICES AND FEE ESTIMATE

1. GENERAL

This Scope of Services and Fee Estimate is in conformance with the Continuing Services Agreement between the City of Port Orange (CITY) and Mead & Hunt, Inc. (M&H) for Utility Engineering Services dated March 17, 2015 and extended to March 16, 2017 per Extension Agreement No. 1.

2. BACKGROUND

2.1 The CITY of Port Orange Utilities Department desires to replace substandard water mains and associated fittings, valves and fire hydrants on Normandy Boulevard between Christiancy Avenue and Knox Road. The improvements will be included in the plan set for the South Commonwealth Water Main replacement project which has been developed to 90% plans at the time of this proposal submittal.

2.2 The work will consist of the following

- 2.2.1. Survey of the area for the water main replacement – approximately 1,800 lineal feet (LF).
- 2.2.2. Replace or upsize approximately 1,800 of 6" Asbestos Cement(AC) pipe and all associated fittings, valves, and fire hydrants with polyvinyl chloride piping (PVC).
- 2.2.2. New water service lines will be installed as part of this scope of work. Existing service lines and meters will be replaced.
- 2.2.3. New fire hydrants will be added per CITY Code of Ordinances and/or Fire Department, latest standards.

3. SCOPE OF WORK/SUB-TASKS

3.1 Survey:

M&H will utilize Southeastern Surveying and Mapping Co. for surveying and mapping of the right-of-way and topography, and underground utility location information and aerial mapping for the survey product for the project. A copy of SSMC's proposal is attached.

3.2 Design

3.2.1 Determination of location and size of all utilities, right-of-way or easement requirements and construction restraints such as isolation of lines, maintenance of traffic and coordination with other applicable governmental entities.

3.2.2. The design scope will include the following tasks:

3.2.2.1. Collect and review available data from the CITY and utilities on existing and proposed facilities, sizes, elevations, materials, and operational data.

3.2.2.2. Prepare 60% documents for review by the CITY.

3.2.2.3. Prepare 90% and 100% design documents for review by the CITY. Documents shall provide sufficient detail for construction.

3.3 Permitting – permitting is included in original scope of work

Compensation: The fee for these services is estimated based on task breakdown in Attachment 'B' at Seventeen Thousand Six Hundred Twenty-Six and 00/100 Dollars (\$17,626.00) for the above stated tasks. The breakdown by fee type and proposed invoice format is as follows:

Lump Sum		
Design & Coordination	\$9,800	Lump Sum
Subconsultant/Reimbursables		
Surveyor	\$7,326	Actual Cost
Printing	<u>\$500</u>	Actual Cost
TOTAL	\$17,626	

Mead & Hunt, Inc.



David A. King, P.E.
Vice President/Business Unit Leader

6/27/18

Date

City of Port Orange, Florida

Date

Kenny Ho, P.E.

June 27, 2018

Page 3

**“PURSUANT TO FLORIDA STATUTE SECTION 558.0035,
AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT
INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE.”**

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

ATTACHMENT 'B'

**CITY OF PORT ORANGE
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
AMENDMENT #1 - NORMANDY BLVD- CHRISTIANCY AVE TO KNOX DRIVE
ESTIMATED MANHOUR SCHEDULE**

Task Order Reference	Description	Project Manager/ Principal (hours)	Professional Engineers (hours)	CADD Technicians (hours)	Production/Q C Manager (hours)	SUE Technician (\$62/hr) and SUE Project Coordinator (\$75) (hours)	Clerical Support (hours)		Subconsultant /Allowance Items	Total Task (\$)
	Hourly Rate	\$175.00	\$150.00	\$85.00	\$75.00	\$137.00	\$55.00		See Below	See Below
3.1	Survey Allowance							(1)	\$ 7,326.00	\$ 7,326.00
3.2	Design & Coordination Efforts	4	18	60	10		10		\$ -	\$ 9,800.00
	Reimbursables Allowance							(2)	\$ 500.00	\$ 500.00
	TOTAL ALL TASKS	4	18	60	10	0	10		\$ 7,326.00	\$ 17,626.00

Subconsultant/Allowance Breakdown:

Description	Amount
(1) Survey Allowance	\$ 7,326.00
(2) Printing/Reproduction	\$ 500.00
Total	\$ 7,826.00

Steven, L. Anderson, Jr., PSM, PLS
 Charles M. Arnett, PSM
 Michael D. Brown, PSM
 Eric E. Cain, PSM
 John K. Carr, PSM
 Michael L. Dougherty, PSM
 James M. Dunn, II, PSM
 Thomas F. Ferguson, PSM
 Ronnie A. Figueroa, PSM, GISP
 Tate B. Flowers, PSM, PLS
 Robert W. Gardner, PSM
 Brian R. Garvey, PE, GISP
 Daniel J. Henry, PSM, PLS
 Ryan E. Johnson, PSM
 Gary B. Krick, PSM
 Brad J. Lashley, PSM, PLS
 Myron F. Lucas, PSM
 James E. Mazurak, PSM



Thomas K. Mead, PSM, PLS
 Timothy O. Mosby, PSM
 James L. Petersen, PSM
 William C. Rowe, PSM
 Tony G. Syfrett, PSM, PLS
 Thomas P. Young, Jr., PSM, GISP
 Kirk R. Hall, EI, GISP
 Brad A. Stoppel, EI, GISP
 Cheryl A. Isenberg, GISP
 Brian E. Latchaw, GISP
 Patrick J. Phillips, GISP
 Donna L. Hendrix, CST IV
 Mark W. Klaers, CST IV
 Joseph S. Locklin, CST IV
 David M. Rentfrow, CST IV
 Steve D. Smith, CST IV
 Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

June 26, 2018

VIA EMAIL: jmischle@qlha.com

Mr. John Mischle
 Production Manager
 Mead & Hunt Company (Mead & Hunt)
 4401 Eastport Parkway
 Port Orange, FL 32127

**RE: South Commonwealth Water Main Improvements – Additional Work – Normandy Boulevard
 Sections 03 & 10, Township 16 South, Range 33 East, Volusia County, City of Port Orange, Florida**

Dear Mr. Mischle,

We are pleased to submit our proposal for **additional** Surveying Services on the above referenced project.

SCOPE OF WORK:

Provide Surveying Services in accordance with Chapter 5J-17 F.A.C. to include the following:

PROJECT LIMITS R/W to R/W:

Normandy Boulevard – from the west end of Normandy Boulevard to Christiancy Avenue

1. The survey will consist of topography, trees within the right-of-way, utilities as located by others, Right-of-Way, and all above ground fixed features.
2. Utility coordination will be the responsibility of Mead & Hunt.
3. The survey will to be plotted utilizing the standard AutoCAD format in accordance with the Mead & Hunt Company Specific AutoCAD Requirements.
4. All visible above ground fixed improvements will include, but not limited to, edge of pavement or curb, parking lots, sidewalks, concrete pads, utility poles, tv and telephone boxes, manholes, storm drainage structures, shorelines, ditches, walls, fences, trees with type and size, shrubs, driveways (and type concrete, asphalt dirt, gravel, shell, etc.), signs, mailboxes, water meters, sewer cleanouts, etc.
5. Lot numbers, subdivision names with plat book and page number when applicable; approximate lot lines, and addresses of residents along the route will be shown. SSMC will indicate businesses with name and type of business. SSMC will indicate if vacant or undeveloped.

500 All American Blvd
 Orlando, FL 32810
 407.292.8580
 407.292.0141 Fax

1130 Highway 90
 Chipley, FL 32428
 850.638.0790
 850.638.8069 Fax

Lakeside Executive Center
 8641 Bayline Road
 Suite 5
 Jacksonville, FL 32256
 904.737.5990
 904.737.5995 Fax

119 West Main Street
 Tavares, FL 32778
 352.343.4880
 352.343.4914 Fax

10 East Lake Street
 Kissimmee, FL 34744
 407.944.4880
 407.944.0424 Fax

University Corporate Park
 10770 North 46th Street
 Suite C-300
 Tampa, FL 33617
 813.898.2711
 813.898.2712 Fax

410 Honeysuckle Road
 Dothan, AL 36305
 334.648.0288

6. Obtain topographic cross-section elevations at fifty (50) foot stations to 10 feet outside of right-of way and at any sudden change of grade. Additional spot elevations will be shown at street intersections and at driveways. Cross-section will show centerline and edge of pavement elevations and tops and bottoms of any swales or ditches. Side/intersecting roads will be surveyed to 50 feet beyond Normandy Boulevard.
7. Vertical elevations of sanitary sewer and storm drainage structures will be shown. SSMC will indicate top and invert or flow line elevations of all pipes at structure. Pipe sizes, type of material, and direction of flow will be shown. Existing water levels at time of survey will be shown.
8. Existing water meters for all parcels will be searched for and all that are found will be shown on survey maps.

DELIVERABLES:

- Hard Copy – Surveyor will deliver to Mead & Hunt one (1) initial 24" x 36" hard copy of the survey for review. Upon approval from Mead & Hunt, the surveyor will deliver four (4) signed and sealed 24" x 36" copies of the survey.
- Electronic Copy – Surveyor will deliver computer file on disk along with initial hard copy. File(s) will be in AutoCAD Version 2000-2004 format.

SSMC will deliver one (1) contiguous CAD file delivered in "model space". Any use of this file as an XREF or formatting of sheet templates in "paper space" will be for surveyors use only and will not affect the "base" files delivered to Mead & Hunt.

The final "base" file will have all layers turned "on" and thawed" so that all available information is displayed by default. Any construction lines, survey points, etc. and their associated layers that are not directly required by Mead & Hunt will be removed from the drawing prior to delivery.

A descriptive layering scheme will be used that accurately describes the entities contained in the layer. Duplicate on numbered layers are not acceptable.

Entities will be on their correct layer. All entities in the drawing will be "color and line type by layer".

Text sizes in the drawing will be relative to the plotted scale. Scale shall be per the Mead & Hunt Engineer.

SSMC will deliver revised files as needed per Mead & Hunt's review and comment. All additional information will be placed on a layer labeled "revisions".

Page 3

Mr. John Mischle

City of Port Orange South Water Main Improvements - Additional Work – Normandy Boulevard

June 26, 2018

GENERAL:

All survey work will be performed in accordance with Standards of Practice for Land Surveyors, Chapter 5J-17 F.A.C. Statutes.

Our fee for the above referenced work will be **Seven Thousand Three Hundred Twenty Six Dollars & 00/100 (\$7,326.00).**

We anticipate completion of the above described work within six (6) weeks after receipt of a written notice to proceed. Payment is expected within thirty (30) days from date of invoice.

Notice to Owner

For all projects over \$5,000.00 a Notice to Owner will be filed.

We look forward to the opportunity to work with you on this project.

Sincerely,



James M. Dunn, II, PSM
Project Manager

JMD:gac

If the above scope, period of service and project fees meets with your approval, please forward the service Work Order along with the client Prime Agreement as per the Master Services Agreement dated 08/09/17 to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement.

ACCEPTED BY:

/

Principal / or Corporate Officer	TITLE	Printed Name	Date
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TASK AUTHORIZATION NO. 13
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
pursuant to merger with Quentin L. Hampton and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON AND ASSOCIATES, INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Utilities Department Head, Lynn Stevens, shall perform contract administration for this Task Authorization No 13, and may be contacted at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the South Commonwealth Water Main Improvements, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No 13 Exhibit "A."
4. Task Authorization No 13 must be completed by September 30, 2020.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Task Authorization No 13 Exhibit "A" attached hereto and made a part hereof for all purposes, in an amount not to exceed **One Hundred Sixty-Seven Thousand Four Hundred Dollars and 00/100 (\$167,400.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

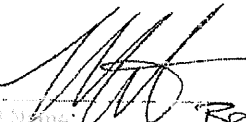
[Remainder of this page intentionally left blank]

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

Witnesses:

MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON AND ASSOCIATES, INC.


Printed Name: Erika Lustik


Printed Name: BRAD BLAISE


Printed Name: Tabitha Russell

Date: 8/4/17

Witnesses:

CITY OF PORT ORANGE

Michelle Cusella

Printed Name: Michelle Cusella

By: Donald O. Burnette
Donald O. Burnette, Mayor

Date: 8/8/17

Barbara J. Abbate

Printed Name: Barbara J. Abbate

Witnesses:

ATTEST:

Michelle Cusella

Printed Name: Michelle Cusella

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

Date: 8/8/17

Barbara J. Abbate

Printed Name: Barbara J. Abbate

[CA 4619]

EXHIBIT “A”
(Consisting of 7 pages)

ATTACHMENT 'A'
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
CITY OF PORT ORANGE
SCOPE OF SERVICES AND FEE ESTIMATE

1. GENERAL

This Scope of Services and Fee Estimate is in conformance with the Continuing Services Agreement between the City of Port Orange (CITY) and Quentin L. Hampton Associates, Inc. (QLH) for Utility Engineering Services dated March 17, 2015 and extended to March 16, 2017 per Extension Agreement No. 1.

2. BACKGROUND

2.1 The City of Port Orange Utilities Department desires to replace substandard water mains and associated fittings, valves and fire hydrants located in eastern Port Orange in the area south of Commonwealth Boulevard north of Nova Road between FEC Railroad and Nova Road. The project is intended to improve the level of service and reliability of the water system as part of the Utility's ongoing capital improvement program.

2.2 The water mains within the subject area were originally installed circa 1950 and are nearing the end of their service life. During the past few years, the City has experienced multiple instances of asbestos concrete pipe (ACP) failing and small galvanized pipe being plugged due to corrosion. The existing water mains will be replaced with modern materials to aid in improving fire flow capabilities and system reliability. The City's Master Utility Plan and Capital Improvement Program have identified the need for new pipe within the subject distribution system area. Right of way jurisdiction throughout the project limits include FDOT and Volusia County. The work will consist of the following:

2.2.1. Replace or upsize approximately 13,700 LF of 2" galvanized pipe and 4"/6" ACP and all associated fittings, valves, and fire hydrants with polyvinyl chloride piping (PVC) or ductile iron pipe (DIP) within the project area.

2.2.2. New water service lines will be installed as part of this scope of work. Existing service lines and meters will be replaced.

2.2.3. New fire hydrants will be added per City Code of Ordinances and/or Fire Department, latest standards.

2.2.4. Estimated construction cost is \$1.8M based on Attachment 'B'.

3. SCOPE OF WORK/SUB-TASKS

3.1 Survey:

QLH will utilize a surveying and mapping company to provide right-of-way and topographic survey, and underground utility location information and aerial mapping for the survey product for the project.

3.2 Subsurface Utility Engineering (SUE):

QLH will provide the following Level "A" Utility Locating services:

- 3.2.1 Premark the requested locate areas in the field per Low Impact Guidelines, Section 556.114, F.S.
- 3.2.2 Contact Sunshine One Call to register excavation ticket(s), including supplemental contact with utility company/contracted locator and verification of positive responses.
- 3.2.3 Utilize air and vacuum or other non-destructive excavation (up to 8 feet deep) to expose the known existing underground utilities at the following estimated intervals and/or number of locations. All designated utilities at 200 foot intervals along the corridor to develop "utility location cross sections".
- 3.2.4 Attempt to verify size and type of exposed utility, record information.
- 3.2.5 Collect horizontal and vertical location of exposed utility, including measurements to three visible features to enable the data to be added to mapping and enable future recovery, record information.
- 3.2.6 Coordinate collection of horizontal and vertical location of exposed utility with survey sub-consultant, if survey services are being conducted.
- 3.2.7 Fill and compact the excavations utilizing the removed material
- 3.2.8 Repair damaged sod, minor concrete pavement, gravel, etc.
- 3.2.9 Provide required Maintenance of Traffic (MOT) equipment and setup
- 3.2.10 Deliverables: Sketches reflecting all collected information in hard copy and electronic format.

3.3 Hydraulic Modeling

- 3.3.1. QLH will provide hydraulic modeling of the project area system to include pre and post improvement conditions.
- 3.3.2. The modeling tasks will include the following:
 - 3.3.2.1. Configure model of existing system and run fire flow scenarios at critical areas within the system.
 - 3.3.2.2. Revise model to include the proposed improvements and run same fire flow scenarios as in existing system model.
 - 3.3.2.3. Prepare letter report to document results of pre and post hydraulic models.

3.4 Design

- 3.4.1. Determination of location and size of all utilities, right-of-way or easement requirements and construction restraints such as isolation of lines, maintenance of traffic and coordination with other applicable governmental entities.
- 3.4.2. The design scope will include the following tasks:
 - 3.4.2.1. Collect and review available data from the City, FDOT and utilities on existing and proposed facilities, sizes, elevations, materials, and operational data.

3.4.2.2. Prepare 30% documents for review by the City. Documents will include specifications outline and the following information:

- 3.4.2.2.1. Proposed piping layouts and location options and recommended final route.
- 3.4.2.2.2. An evaluation on the use of trenchless water main replacement where applicable.
- 3.4.2.2.3. A conflict analysis indicating the potential utility conflicts along the preliminary site layout and potential solutions.
- 3.4.2.2.4. Topographic survey including right of ways and easements.
- 3.4.2.2.5. Geotechnical exploration and evaluation report including relevant pavement cores along the alignment, if alignment within roadways is proposed.
- 3.4.2.2.6. Conceptual cost estimate.

3.4.2.3. Prepare 60% documents for review by the City. Documents will include the following information;

- 3.4.2.3.1. Topographic survey including right-of-ways and easements.
- 3.4.2.3.2. Soft dig reports for all anticipated utility conflicts to verify size, horizontal and vertical locations of utilities.
- 3.4.2.3.3. 60% Drawings including preliminary cross-sections and details.
- 3.4.2.3.4. Verify Tie in Location Facilities (size, type, materials).
- 3.4.2.3.5. Updated cost estimate.

3.4.2.4. Prepare 90% documents for review by the City. Documents shall provide sufficient detail for construction, including the following:

- 3.4.2.4.1. Adjudicated 60% review comments.
- 3.4.2.4.2. Bid Schedule.
- 3.4.2.4.3. Updated Cost Estimate.
- 3.4.2.4.4. Health Department and FDOT permit applications in draft form for City review and signature.

3.4.2.5. Prepare 100% design plans and specifications for bid. Along with the bid documents, the following items will be included:

- 3.4.2.5.1. Adjudicated 90% review comments.
- 3.4.2.5.2. Updated bid schedule.
- 3.4.2.5.3. Final Cost Estimate.

3.5 Permitting

- 3.5.1. Submit signed and sealed permit applications and construction documents.
- 3.5.2. Respond to all Requests for Additional Information (RAI) as required.
- 3.5.3. All permit fees, including application, inspection and other fees to be paid by QLH. An allowance for such is included.

3.6 Bidding Assistance

3.6.1. QLH will provide the following bidding assistance to the City:

- 3.6.1.1. Prepare standard bidding documents utilizing documents prepared during design.
- 3.6.1.2. Address bidders' questions, attend pre-bid meeting, prepare and draft addenda.
- 3.6.1.3. Attend bid opening, evaluate bids, investigate low bidders qualifications, and prepare award recommendation letter

3.7 Deliverables

3.7.1. QLH will provide the following deliverables:

- 3.7.1.1. Agendas and minutes for all meetings. (Assumed five (5) meetings; kickoff, 30%, 60%, 90%.)
- 3.7.1.2. Preliminary design report and all associated information at the 30% milestone.
- 3.7.1.3. Plans and specifications, including bid forms, at the 60% and 90% milestone.
- 3.7.1.4. Signed and sealed Final Design Documents.
- 3.7.1.5. Electronic copies of all deliverables in PDF format. Hard copies upon City request. Printing costs to be reimbursed.

3.8 Exclusions

- 3.8.1. All work not specifically described above.
- 3.8.2. Construction phase services to be addressed in separate future task order.

4. COMPENSATION

- 4.1 QLH proposes to complete the above stated work for an estimated fee of **One Hundred Sixty-Seven Thousand, Four Hundred Dollars and 00/100 (\$167,400.00)**.
- 4.2 These fees are based on the attached estimated man hour schedule as Attachment 'A'.
- 4.3 The sub-task lump sums include various allowances as shown in the attached schedule. Fees will be adjusted accordingly due to actual costs of the allowance items.

5. SCHEDULE

5.1 QLH estimates the work to be completed according to the following:

- | | |
|---------------------------|---|
| 5.1.1 Survey and SUE Work | 45 Days from NTP |
| 5.1.2 30% Plans | 90 days from NTP |
| 5.1.3 60% Plans | 30 days from receipt of comments from City on 30% Plans |

5.1.4 90% Plans & Specs

30 days from receipt of comments from
City on 60% Plans

5.1.5 Final Bid Documents

10 days from receipt of comments from
City on 90% Plans

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

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

ATTACHMENT 'A'

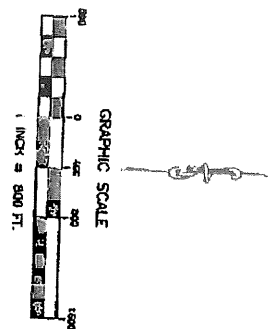
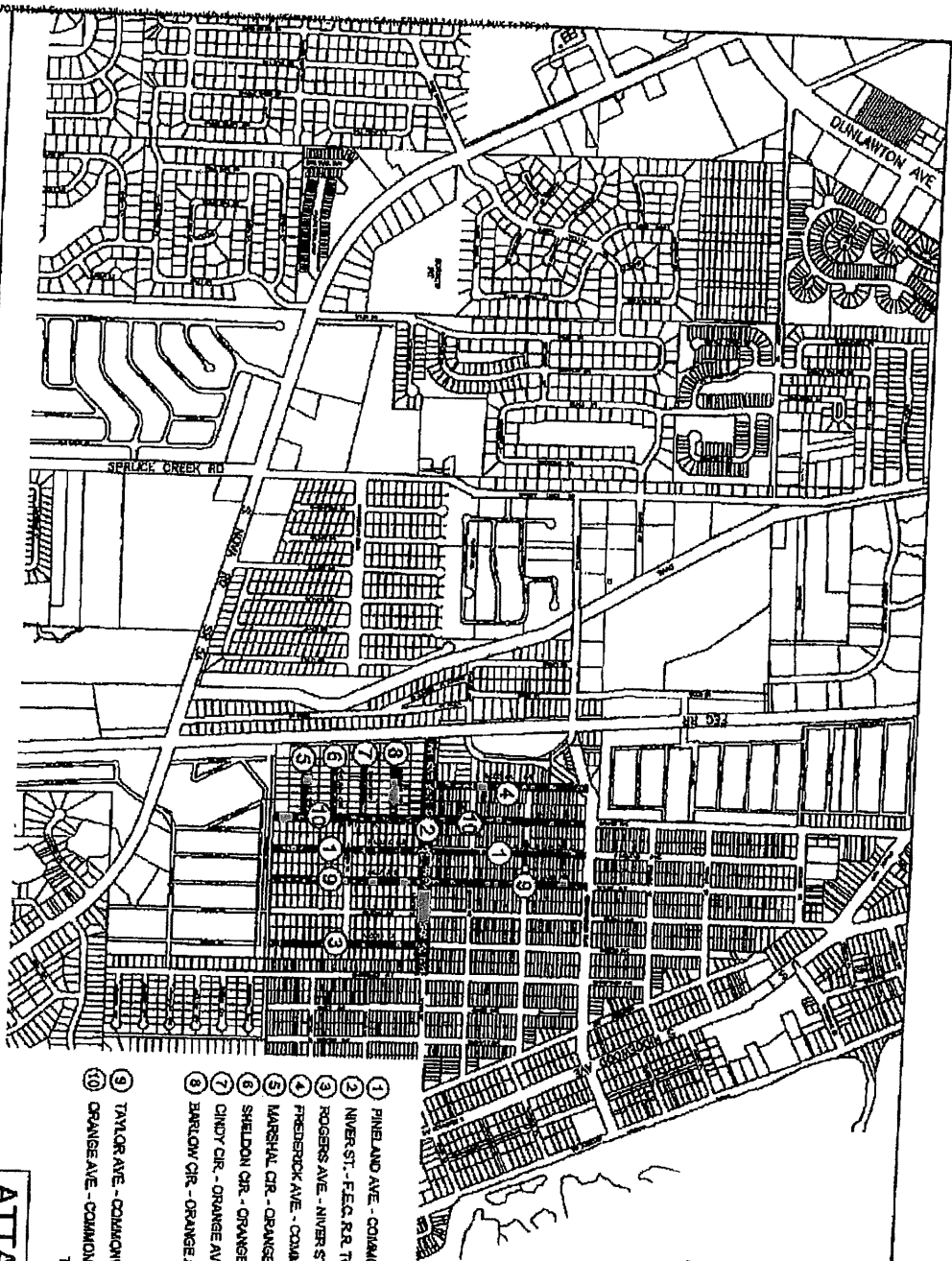
CITY OF PORT ORANGE
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
QLH ESTIMATED MANHOUR SCHEDULE

Task Order Reference	Description	Project Manager/Principal (hours)	Professional Engineers (hours)	CADD Technicians (hours)	Production/QC Manager (hours)	SUE Technician (\$62/hr) and SUE Project Coordinator (\$78/hr) (hours)	Clerical Support (hours)	Subconsultant/Allowance Item	Total Task (\$)
	Hourly Rate	\$175.00	\$150.00	\$55.00	\$76.00	\$137.00	\$55.00	See Below	See Below
3.1	Survey, Collect/review data from City Utilities on existing and proposed facilities, sizes, elevations, materials and operational data	8	16	24	16	0	20	(1)-(2) \$ 54,000.00	\$ 82,140.00
3.2	Subsurface Utility Engineering					60	(3)		\$ 10,980.00
	Vac Truck @ \$600/day x 10 days; Truck \$500/day x 10 days						(3)	\$ 6,000.00	\$ 9,000.00
	Subtotals	8	16	24	16	60	20	\$ 63,000.00	\$ 82,140.00
3.3	Hydraulic Modeling								
3.3.1	Configure model of existing system and run scenarios	2	8	4	2		0		\$ 2,040.00
3.3.2	Configure model of proposed system and run scenarios	2	8	4	2		0	\$ -	\$ 2,040.00
3.3.3	Prepare letter report to document results	4	4	8	4		8	\$ -	\$ 2,720.00
3.3.4	Meet with City to review results and accept comments	2	2	0	0		4	\$ -	\$ 860.00
	Subtotals	10	22	16	8	0	12	\$ -	\$ 7,660.00
3.4	Design								
3.4.1	Prepare 30% documents for review by the City	6	32	144	24		8		\$ 20,680.00
3.4.2	Prepare 60% documents for review by the City	4	24	60	16		8	\$ -	\$ 11,040.00
3.4.3	Prepare 80% documents for review by the City	4	24	48	16		8	\$ -	\$ 10,020.00
3.4.4	Prepare 100% design plans and specs for bid	4	16	36	8		48	\$ -	\$ 9,400.00
	Subtotals	20	96	288	64	0	72	\$ -	\$ 51,140.00
3.5	Permitting								
3.5.1	Submit signed/sealed permit applications/construction documents	2	4	8	8		6		\$ 2,670.00
3.5.2	Respond to RAls as requested	2	8	4	8		8	\$ -	\$ 2,930.00
3.5.3	Permit Fee Allowance							\$ 3,800.00	\$ 3,800.00
	Subtotals	4	12	12	16	0	14	\$ 3,800.00	\$ 9,400.00
3.6	Bidding Assistance								
3.6.1.1	Revise standard bidding documents per City comments	2	8	0	0		8		\$ 1,800.00
3.6.1.2	Address bidder's questions, attend pre-bid meeting, prepare addenda	2	8	0	4		8	\$ -	\$ 2,280.00
3.6.1.3	Attend bid opening, evaluate bids, and prepare award recommendation letter	2	8	0	2		4	\$ -	\$ 1,820.00
	Subtotals	6	24	0	6	0	20	\$ -	\$ 6,200.00
3.3.3	Deliverables								
3.3.3.1	Prepare agendas and minutes for all meetings	2	8	0	0		10	\$ -	\$ 2,100.00
3.3.3.2	Prepare Deliverables including modeling analysis at 30% milestone	2	2	0	4		8	\$ 500.00	\$ 1,890.00
3.3.3.3	Prepare deliverables at 60% and 80% milestones	2	2	8	4		4	\$ 500.00	\$ 2,350.00
3.3.3.4	Prepare signed/sealed Final Design documents	2	1	8	4		4	\$ 500.00	\$ 2,200.00
3.3.3.5	Prepare copies of the 30%, 60%, 80% and 100% Final Design documents in AutoCAD and PDF format	2	2	8	4		4	\$ 500.00	\$ 2,350.00
	Subtotals	10	15	24	16	0	30	\$ 2,000.00	\$ 12,000.00
	TOTAL ALL TASKS	58	181	364	126	60	170	\$ 68,800.00	\$ 167,400.00

Subconsultant/Allowance Breakdown:

Description	Amount
(1) Survey Allowance	\$ 48,000.00
(2) Geotechnical Investigation Allowance	\$ 8,000.00
(3) SUE (in-house or sub-consultant)	\$ 10,980.00
(4) Permit Application Fees (4 applications x \$950)	\$ 3,800.00
(5) Printing/Reproduction	\$ 2,000.00
Total	\$ 78,760.00

- Notes:
1. Estimated construction cost is \$1.8M.
 2. Construction phase services are not included.
 3. Vac Truck and Equipment Rental rate is \$900 per day.



- | | | |
|------------------------|--|--------|
| 1 | PINELAND AVE. - COMMONWEALTH BLVD. TO NORMANDY | 1,920' |
| 2 | NIVER ST. - F.E.C. R.R. TO CHRISTIANCY AVE. | 1,970' |
| 3 | ROGERS AVE. - NIVER ST. TO NORMANDY BLVD. | 1,400' |
| 4 | FREDERICK AVE. - COMMONWEALTH BLVD. TO NIVER ST. | 1,250' |
| 5 | MARSHAL CIR. - ORANGE AVE. TO F.E.C. | 560' |
| 6 | SHeldon CIR. - ORANGE AVE. TO F.E.C. | 560' |
| 7 | CINDY CIR. - ORANGE AVE. TO F.E.C. | 560' |
| 8 | BARLOW CIR. - ORANGE AVE. TO F.E.C. | 560' |
| TOTAL BASE BID LENGTHS | | 8,720' |

- | | | |
|-----------------------------|--|--------|
| 9 | TAYLOR AVE. - COMMONWEALTH BLVD. TO NORMANDY BLVD. | 2,500' |
| 10 | ORANGE AVE. - COMMONWEALTH BLVD. TO NORMANDY BLVD. | 2,500' |
| TOTAL ALTERNATE BID LENGTHS | | 5,000' |

ATTACHMENT 'C'



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: Yes

SUBJECT: (B7b) Intent to Award ITB 18-23 Master Lift Station Cleaning

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve bid award ITB 18-23 Master Lift Station Cleaning to Meeks Plumbing, Inc. for other projects and they have provided excellent services. The contract term will be one (1) year with two (2) one-year renewal options upon mutual agreement at the future budget appropriation for a total contract period of 3 years.

SUMMARY:

The Water Reclamation Facility operates and maintains 110 sewage lift stations throughout the city. Cleaning activity. Master lift stations are cleaned bi-annually. Five stations are scheduled each year for cleaning.

On August 31, 2018, the Purchasing received four (4) proposals for ITB 18-23 Master Lift Station Cleaning. Staff recommends award of ITB 18-23 to Meeks Plumbing, Inc. as the lowest and best response. Meeks Plumbing, Inc. for other projects and they have provided excellent services.

The contract term will be one (1) year with two (2) one-year renewal options upon mutual agreement at the future budget appropriation for a total contract period of 3 years.

Project No.: SSP010 Funding Account No.: 401 0400 535 6397

ATTACHMENTS:

1.	Meeks Plumbing Inc Standard Contract for Services	Meeks Plumbing Inc Standard Contract for Services
2.	Public Utilities Department - Master Lift Station Cleaning	Public Utilities Department - Master Lift Station Cleaning
3.	ITB 18-23 NOTICE OF INTENT TO AWARD (09-6-18)	ITB 18-23 NOTICE OF INTENT TO AWARD (09-6-18)
4.	ITB 18-23 Tabulation Sheet (08-31-18)	ITB 18-23 Tabulation Sheet (08-31-18)
5.	ITB 18-23 Master Lift Station Cleaning Bid Package	ITB 18-23 Master Lift Station Cleaning Bid Package
6.	ITB_18-23 ATTACHMENT 1 SCHEDULE OF UNIT PRICING BID FORM	ITB_18-23 ATTACHMENT 1 SCHEDULE OF UNIT PRICING BID FORM
7.	ITB 18-23 Sign In Sheet	ITB 18-23 Sign In Sheet.pdf
8.	ITB 18-23 Addm No 1	ITB 18-23 Addm No 1.pdf
9.	ITB 18-23 MEEKS PLUMBING INC. RESPONSE (8-31-18)	ITB 18-23 MEEKS PLUMBING INC. RESPONSE (8-31-18)
10.	ITB 18-23 U.S. SUBMERGENT TECHNOLOGIES LLC. RESPONSE (8-31-18)	ITB 18-23 U.S. SUBMERGENT TECHNOLOGIES LLC. RESPONSE (8-31-18).pdf
11.	ITB 18-23 DANUS UTILITIE INC. RESPONSE (8-31-18)	ITB 18-23 DANUS UTILITIE INC. RESPONSE (8-31-18)
12.	ITB 18-23 NATIONAL WATER MAIN CLEANING CO. (8-31-18)	ITB 18-23 NATIONAL WATER MAIN CLEANING CO. (8-31-18)

Julia Wiggins	Created/Initiated - 09/17/2018
Julia Wiggins	Approved - 09/17/2018
Rick Wilson	Approved - 09/17/2018
Lynn Stevens	Approved - 09/19/2018
Tracey Riehm	Approved - 09/24/2018
Margaret Roberts	Approved - 09/24/2018
Jake Johansson	Approved - 09/24/2018
Robin Fenwick	Final Approval - 09/24/2018



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into on _____, 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 **MEEKS PLUMBING, INC.**, a Florida corporation, whose principal address is 5555 US Highway 1, Suite 1, Vero Beach, Florida 32967. 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 cleaning services to remove rags, grit, grease and sand from five (5) master lift stations, and as more specially described in Intent to Bid No. 18-23 ("ITB 18-23"), Addendum No. 1, and Contractor's proposal, attached hereto as Exhibit "1." Complete copies of the ITB 18-23 may be obtained from the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.

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

Term: The initial term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a period of one (1) year (the "Initial Term").

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

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," in an amount not to exceed Thirty-Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$39,250.00), per fiscal year. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

4. Contract Administration. The Public Work & Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. 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 21 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

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

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

**CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129
TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG**

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 Contract 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.

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 Contract 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 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>	<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 Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If 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	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 - \$1,000,000.00 minimum.	
☐	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.		
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination		

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered

prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

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

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

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

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

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

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

21. 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 Contract. 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.

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

23. Controlling Law. **THIS CONTRACT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE CONTRACT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE**

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

24. Additional Provisions. 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.

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

26. Notice. For purposes of this Contract, 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: Meeks Plumbing, Inc.
Ronald E. Meeks, President
5555 US Hwy 1, Suite 1
Vero Beach, FL 32967
(772) 569-2285 – Telephone
(772) 569-7647 - Facsimile
KMeeks@MeeksPlumbing.com

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

27. Contract Construction

This Contract 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 Contract 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 Contract.

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

Witnesses:

MEEKS PLUMBING, INC.

By: _____

Ronald E. Meeks, President

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Ronald E. Meeks, as President of Meeks Plumbing, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 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" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 18-23

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:

MEEKS PLUMBING INC

CONTACT PERSON:

CLAYTON KYLE MEEKS

EMAIL ADDRESS:

INFO@MEEKSPLUMBING.COM

AUTHORIZED SIGNATURE:

Clayton Meeks

MASTER LIFT STATION CLEANING

ITEM #	DESCRIPTION	QTY	UNIT	PRICE/EACH CLEANING	PRICE
CLEAN THE CITY OF PORT ORANGE'S FIVE MASTER LIFT STATIONS OF RAGS, GRIT, GREASE AND SAND PER SPECIFICATIONS					
1	Herbert & Nova Master Lift Station	2	EA	\$ 3,925.00	\$ 7,850.00
2	Ponce Inlet Master Lift Station	2	EA	\$ 3,925.00	\$ 7,850.00
3	East Reclaimed Plant Master Lift Station	2	EA	\$ 3,925.00	\$ 7,850.00
4	West Reclaimed Plant Master Lift Station	2	EA	\$ 3,925.00	\$ 7,850.00
5	Williamson Regional Master Lift Station	2	EA	\$ 3,925.00	\$ 7,850.00
TOTAL BASE BID					\$ 39,250.00

EXHIBIT "1"

SECTION 3 – SCOPE OF WORK

Technical Specification City of Port Orange Master Lift Stations Cleaning

1. General:

Clean the City of Port Orange's Five Master Lift Stations of Rags, Grit, Grease, and Sand.

1.1 Scope of Work

This Specification covers the work necessary by the contractor (hereinafter referred to as "Contractor") to permit, furnish, provide completed work for cleaning of five master lift stations for the City of Port Orange. In order to maintain operational reliability of our lift stations, bi-annual cleaning to remove rags, grit and grease is required. The Contractor shall provide the services listed in Section 1.2. Locations of stations are listed below. The project shall be completed within 30 days of the Notice to Proceed being issued.

The contractor will address any concerns with site conditions or working environments during the Pre-Bid Site Visit via email to the Purchasing Agent. The city will address these concerns if applicable.

East Master Lift Station

817 Oak Street, Port Orange, FL 32127

West Master Lift Station:

817 Oak Street, Port Orange, FL 32127

Herbert & Nova Master Lift Station:

3655 S. Nova Rd., Port Orange, FL 32129

Williamson Master Lift Station:

5955 S. Williamson Blvd., Port Orange, FL 32129

Ponce Inlet Master Lift Station:

4668 S. Peninsula Dr., Ponce Inlet, FL 32127

1.2 Work Specified Herein

A. Work.

1. Contractor shall assist the City Field Operations Collection Crew in getting the City supplied plugs and bypass pumping in place.
2. The Contractor shall have suitable equipment to remove the grease, debris, sediment and pressure wash walls from the from 5 lift stations at 4 separate locations in the City of Port Orange and Ponce Inlet.
3. The Contractor shall have technicians on-site while completing this work.
4. The Contractor shall have a Confined Space Entry Permit for each lift station.
5. The Contractor shall have technicians enter the confined space to remove the grease, debris and sediment from the lift station wet-wells and pressure wash the walls.

6. The Contractor shall be granted permission to decant tank water and sediment from the suitable cleaning equipment at the Water Reclamation Facility.
7. The Contractor shall have their own tripod with winch, fresh air blowers, generators, fans, extension ladders, safety harness, fresh air compressor running supplied air hoods.

B. Execution

1. The Contractor shall coordinate with the City of Port Orange for cleaning of Master Lift Stations.
2. The outermost stations will be cleaned first and ending with the cleaning of the East and West Master Lift Stations, due to the amount of grit and rags that pass through the decant beds.
3. The city will remove grit from decant beds after cleanings are completed.
4. Cleaning shall be performed between the hours of 7 am – 7 pm.

1.3 Detailed Description of the Work

A. Background Information:

The City of Port Orange cleans its Master Lift Stations twice a year. Removal of rags, grit, grease and other material is accomplished from these cleanings. This also allows the City to visually inspect the stations for any signs of structural failure, inspect the lift station coatings and perform work on influent pumps if necessary during shut down.

B. Master Lift Station Data:

Herbert & Nova Master Lift Station:	14' Width x 16.5' Length x 23.62 Depth
Ponce Inlet Master Lift Station:	14' Width x 16.5 Length x 23.62 Depth
East Reclaimed Plant Master Lift Station:	13.6' Width x 40.0'Length x 21.0' Depth
West Reclaimed Plant Master Lift Station:	17.6' Width x 25.0' Length x 18.0" Depth
Williamson Regional Master Lift Station:	16.0' Width x 20.0' Length x 16.0' Depth

1.4 Proposal Submittals

1. Unit price per station to do the work specified herein. Price submittal based on bi-annual cleanings for a contract term of one (1) year with two (2) one (1) year optional renewals. Cleanings are to occur in May and November of each year.
2. Submit a minimum of three separate references with contact names and phone numbers, where similar work has been performed on the form provided.
3. Submit a simple Bar Chart Schedule showing the Contractor's proposed schedule for the Work.
4. Any Other Relevant Information from Contractor or its Subcontractors with respect to their qualifications or suitability to perform the Work

1.5 After Award Submittals

1. Contractor to meet with City and schedule cleanings for the contract term.

Attachment A: Ariel Locations

Ponce Inlet Master Lift Station - 4668 S. Peninsula Dr., Ponce Inlet, FL 32127



Water Reclamation Facility – 817 Oak Street, Port Orange, FL 32127
East and West Master Lift Stations



Williamson Master Lift Station - 5955 S. Williamson Blvd., Port Orange, FL 32129



Herbert & Nova Master Lift Station - 3655 S. Nova Rd., Port Orange, FL 32129



END OF SPECIFICATION



City of Port Orange Public Works & Utilities Department

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

THRU: Lynn Stevens, Public Works & Utilities Director
THRU: Julia Wiggins, Business Manager / Public Works & Utilities Department

FROM: Steve Parnell, Reclaimed Water Production Manager

DATE: September 17, 2018

SUBJECT: Recommendation to Award ITB 18- 23 Annual Master Lift Station Cleaning to Meeks Plumbing, Inc.

REQUEST:

The Public Works & Utilities Department is requesting City Council award ITB 18-23 Master Lift Station Cleaning to Meeks Plumbing, Inc. in the amount of \$39,250 per fiscal year as the lowest, best responsive bid and authorize City Manager approval of renewal options pending future budget appropriation.

PURPOSE:

This is an on-going maintenance program for the removal of debris, sand, and grit to prolong equipment life and ensure continued operations.

CONSIDERATION:

The Water Reclamation Facility operates and maintains 110 sewage lift stations throughout the city. These stations accumulate sand, grit, grease, and other debris over time due to the nature of handling sewage. The pumps cannot remove the debris. As the debris builds up in the station, the useful capacity of the station is diminished, causing the pumps wear out prematurely. Cleaning the stations is an on-going maintenance activity. While staff can maintain the smaller stations, the master lift stations are too large a job for in-house staff. Master lift stations are cleaned bi-annually. Five stations are scheduled each year for cleaning.

On August 31, 2018, the Purchasing received four (4) proposals for ITB 18-23 Master Lift Station Cleaning which entails cleaning 5 master lift stations. The proposals as follows:

1.) Meeks Plumbing, Inc.	\$39,250
--------------------------	----------

- | | |
|--------------------------------------|----------|
| 2.) Danus Utilities, Inc. | \$43,200 |
| 3.) National Water Main Cleaning Co. | \$48,750 |
| 4.) US Submergent Tech LLC | \$49,600 |

After review of the proposals, staff recommend award of ITB 18-23 Master Lift Station Cleaning to Meeks Plumbing, Inc as the lowest and best responsive bid. The City has worked with Meeks Plumbing, Inc. for other projects and they have provided excellent services.

The Standard Contract for Services will have an initial term of one (1) year with two (2) one-year renewal options upon mutual agreement and authorized by the City manager pending future budget appropriation for a total contract period of 3 years.

FUNDING:

Reclaim Water Plant Contract Services
401 0400 535 3414
FY2019 Budget: \$50,000
Actual Contract: \$39,250

RECOMMENDATION:

Public Works & Utilities Department recommends City Council award ITB 18-23 Master Lift Station Cleaning to Meeks Plumbing, Inc. in the amount of \$39,250 per fiscal year as the lowest, best responsive bid and authorize City Manager approval of renewal options pending future budget appropriation.

ANTICIPATED SCHEDULE:

- a.) Council Approval – 9/19/2018
- b.) Fully Executed Contract – 9/28/178

ATTACHMENTS:

- a.) Intent to Award Letter
- b.) Bid Tabulation
- c.) Meeks Plumbing Bid Submittal
- d.) Danus Utilities Bid Submittal
- e.) National Water Main Cleaning Company
- f.) US Submergent Technologies LLC



NOTICE OF INTENT TO AWARD

ITB #18-23 MASTER LIFT STATION CLEANING

SEPTEMBER 6, 2018

On August 31, 2018 Purchasing received Four (4) proposals for ITB #18-23 Master Lift Station Cleaning.

After review of the proposals submitted, City Staff has made its recommendation to award to Meeks Plumbing of Vero Beach, Florida in the amount of \$39,250.

Recommendation to award will be presented for City Council approval on October 2, 2018.

**David Battaglia,
Purchasing Agent**



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 #18-23
ITB TITLE: MASTER LIFT STATION CLEANING
OPENING DATE/TIME: August 31, 2018 at 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		MEEKS PLUMBING	DANUS UTILITIES INC.	NATIONAL WATER MAIN CLEANING CO.	U.S. SUBMERGENT TECHNOLOGIES LLC
1	Form 7.1 Submittal Checklist	YES	YES	YES	YES
2	Form 7.2 – Vendor's Acknowledgement	YES	YES	YES	YES
3	Form 7.3 – Addendum and Change Order Procedure	YES	YES	YES	YES
4	Form 7.4 – Drug Free/Tie Preference Statement	YES	YES	YES	YES
5	Form 7.5 – Public Entity Crimes Statement	YES	YES	YES	YES
6	Form 7.6 – Affidavit of Anti-Collusion	YES	YES	YES	YES
7	Form 7.7– Statement of Vendor's Qualifications	YES	YES	YES	YES
8	Form 7.8 – Prof.References for Previous Experience	YES	YES	YES	YES
9	Form 7.9 – Listing of Subcontractors	N/A	YES	N/A	N/A
10	Form 7.10 Local Business Affidavit of Eligibility	YES	NO	YES	YES
11	Attachment 1 – Lease Proposal	YES	YES	YES	YES
12	Bid Bond	YES	YES	YES	YES
1 Original & 1 Electronic Copy		YES	YES	YES	YES
Deemed Responsive?		YES	YES	YES	YES
TOTAL BASE BID		\$ 39,250.00	\$ 43,200.00	\$ 48,750.00	\$ 49,600.00

Opened and tabulated by: David Battaglia, Purchasing Agent
 Witnessed by: Joe Castro, Buyer

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

MASTER LIFT STATION CLEANING

ITB #18-23



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: July 27, 2018

Bid Due Date and Time: August 31, 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 #18-23 MASTER LIFT STATION CLEANING

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-23 MASTER LIFT STATION CLEANING. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on August 31, 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 and site visit for the project at **10:00 A.M. (local time) on August 10, 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: Clean the City of Port Orange's Five Master Lift Stations of Rags, Grit, Grease, and Sand.

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 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 #18-23 MASTER LIFT STATION CLEANING in the subject line. Last day for questions will be **August 17, 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.

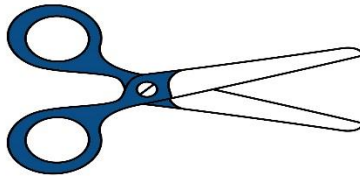
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

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 #18-23 MASTER LIFT STATION CLEANING."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **July 27, 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 #18-23

BID TITLE:

MASTER LIFT STATION CLEANING

DUE DATE/TIME:

August 31, 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 Cleaning the City of Port Orange's Five Master Lift Stations of Rags, Grit, Grease and Sand per specifications.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:July 27, 2018
Non-Mandatory Pre-Bid Conference August 10, 2018 at 10:00 A.M.
Deadline for Questions:August 17, 2018 by 5:00 P.M.
Final Addendum Posting:August 24, 2018 by 5:00 P.M.
Bids Due: August 31, 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 and site visit 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 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 #18-23 MASTER LIFT STATION CLEANING" 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, locations 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

Technical Specification

City of Port Orange

Master Lift Stations Cleaning

1. General:

Clean the City of Port Orange's Five Master Lift Stations of Rags, Grit, Grease, and Sand.

1.1 Scope of Work

This Specification covers the work necessary by the contractor (hereinafter referred to as "Contractor") to permit, furnish, provide completed work for cleaning of five master lift stations for the City of Port Orange. In order to maintain operational reliability of our lift stations, bi-annual cleaning to remove rags, grit and grease is required. The Contractor shall provide the services listed in Section 1.2. Locations of stations are listed below. The project shall be completed within 30 days of the Notice to Proceed being issued.

The contractor will address any concerns with site conditions or working environments during the Pre-Bid Site Visit via email to the Purchasing Agent. The city will address these concerns if applicable.

East Master Lift Station

817 Oak Street, Port Orange, FL 32127

West Master Lift Station:

817 Oak Street, Port Orange, FL 32127

Herbert & Nova Master Lift Station:

3655 S. Nova Rd., Port Orange, FL 32129

Williamson Master Lift Station:

5955 S. Williamson Blvd., Port Orange, FL 32129

Ponce Inlet Master Lift Station:

4668 S. Peninsula Dr., Ponce Inlet, FL 32127

1.2 Work Specified Herein

A. Work.

1. Contractor shall assist the City Field Operations Collection Crew in getting the City supplied plugs and bypass pumping in place.
2. The Contractor shall have suitable equipment to remove the grease, debris, sediment and pressure wash walls from the from 5 lift stations at 4 separate locations in the City of Port Orange and Ponce Inlet.
3. The Contractor shall have technicians on-site while completing this work.
4. The Contractor shall have a Confined Space Entry Permit for each lift station.
5. The Contractor shall have technicians enter the confined space to remove the grease, debris and sediment from the lift station wet-wells and pressure wash the walls.

6. The Contractor shall be granted permission to decant tank water and sediment from the suitable cleaning equipment at the Water Reclamation Facility.
7. The Contractor shall have their own tripod with winch, fresh air blowers, generators, fans, extension ladders, safety harness, fresh air compressor running supplied air hoods.

B. Execution

1. The Contractor shall coordinate with the City of Port Orange for cleaning of Master Lift Stations.
2. The outermost stations will be cleaned first and ending with the cleaning of the East and West Master Lift Stations, due to the amount of grit and rags that pass through the decant beds.
3. The city will remove grit from decant beds after cleanings are completed.
4. Cleaning shall be performed between the hours of 7 am – 7 pm.

1.3 Detailed Description of the Work

A. Background Information:

The City of Port Orange cleans its Master Lift Stations twice a year. Removal of rags, grit, grease and other material is accomplished from these cleanings. This also allows the City to visually inspect the stations for any signs of structural failure, inspect the lift station coatings and perform work on influent pumps if necessary during shut down.

B. Master Lift Station Data:

Herbert & Nova Master Lift Station:	14' Width x 16.5' Length x 23.62 Depth
Ponce Inlet Master Lift Station:	14' Width x 16.5 Length x 23.62 Depth
East Reclaimed Plant Master Lift Station:	13.6' Width x 40.0'Length x 21.0' Depth
West Reclaimed Plant Master Lift Station:	17.6' Width x 25.0' Length x 18.0" Depth
Williamson Regional Master Lift Station:	16.0' Width x 20.0' Length x 16.0' Depth

1.4 Proposal Submittals

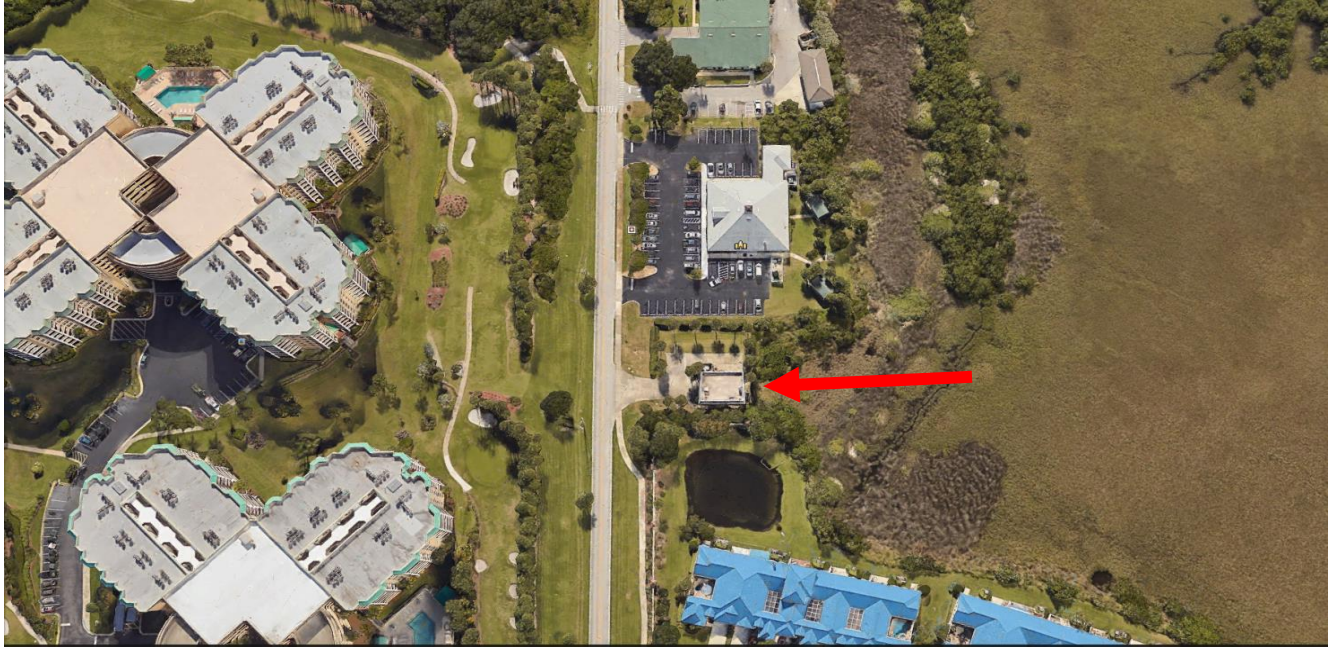
1. Unit price per station to do the work specified herein. Price submittal based on bi-annual cleanings for a contract term of one (1) year with two (2) one (1) year optional renewals. Cleanings are to occur in May and November of each year.
2. Submit a minimum of three separate references with contact names and phone numbers, where similar work has been performed on the form provided.
3. Submit a simple Bar Chart Schedule showing the Contractor's proposed schedule for the Work.
4. Any Other Relevant Information from Contractor or its Subcontractors with respect to their qualifications or suitability to perform the Work

1.5 After Award Submittals

1. Contractor to meet with City and schedule cleanings for the contract term.

Attachment A: Ariel Locations

Ponce Inlet Master Lift Station - 4668 S. Peninsula Dr., Ponce Inlet, FL 32127



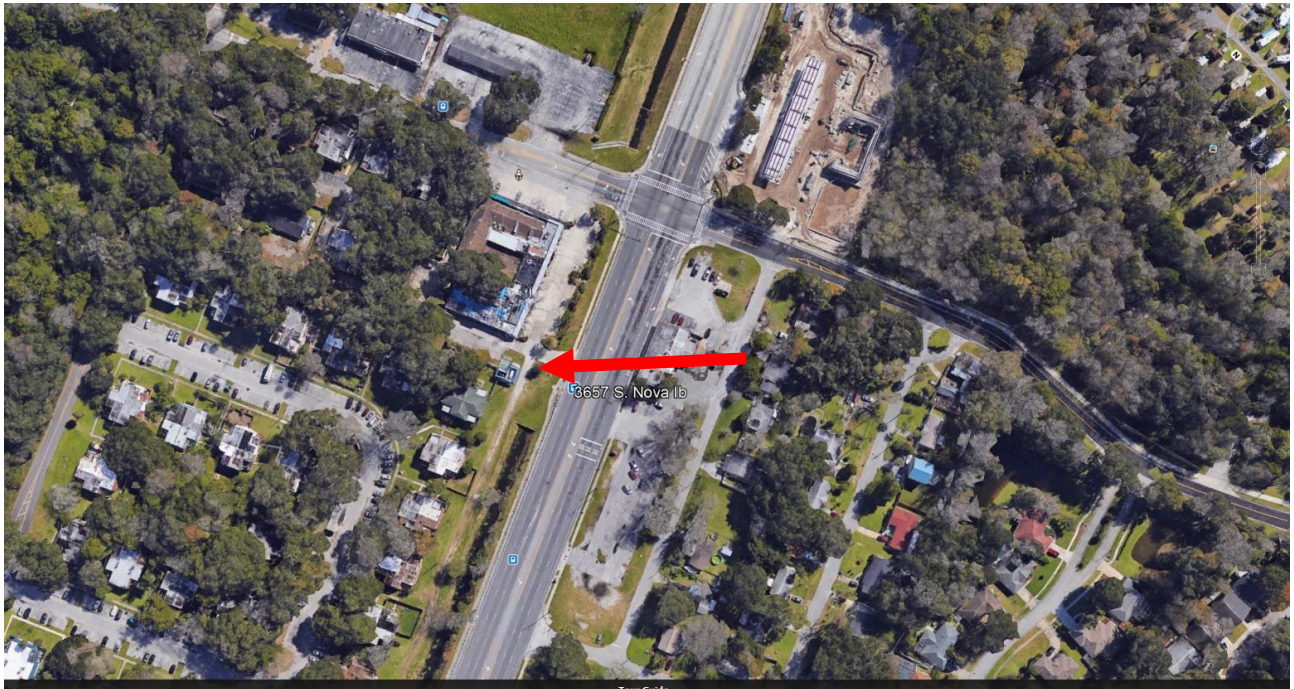
Water Reclamation Facility – 817 Oak Street, Port Orange, FL 32127
East and West Master Lift Stations



Williamson Master Lift Station - 5955 S. Williamson Blvd., Port Orange, FL 32129



Herbert & Nova Master Lift Station - 3655 S. Nova Rd., Port Orange, FL 32129



*****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 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 an initial term of contract term of one (1) year with two (2) one (1) year optional renewals.

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.

ESCALATION / DE-ESCALATION

Bid prices shall remain firm for a period of one-year (1) year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

PERMITS AND FEES

Contractor is responsible for all City, County, State and Federal Permits associated with the work.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Listing of Subcontractors
- _____ Form 7.10 – 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 – 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" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 18-23

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:

MASTER LIFT STATION CLEANING					
ITEM #	DESCRIPTION	QTY	UNIT	PRICE/EACH CLEANING	PRICE
CLEAN THE CITY OF PORT ORANGE'S FIVE MASTER LIFT STATIONS OF RAGS ,GRIT, GREASE AND SAND PER SPECIFICATIONS					
1	Herbert & Nova Master Lift Station	2	EA	\$ -	\$ -
2	Ponce Inlet Master Lift Station	2	EA	\$ -	\$ -
3	East Reclaimed Plant Master Lift Station	2	EA	\$ -	\$ -
4	West Reclaimed Plant Master Lift Station	2	EA	\$ -	\$ -
5	Williamson Regional Master Lift Station	2	EA	\$ -	\$ -
TOTAL BASE BID					\$ -

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 SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

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

(i) _____

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

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

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

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

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	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	

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

19. **Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



End of Solicitation Documents



ORANGE

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

ITB # 18-23

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:

MASTER LIFT STATION CLEANING

ITEM #	DESCRIPTION	QTY	UNIT	PRICE/EACH CLEANING	PRICE
CLEAN THE CITY OF PORT ORANGE'S FIVE MASTER LIFT STATIONS OF RAGS ,GRIT, GREASE AND SAND PER SPECIFICATION					
1	Herbert & Nova Master Lift Station	2	EA	\$ -	\$ -
2	Ponce Inlet Master Lift Station	2	EA	\$ -	\$ -
3	East Reclaimed Plant Master Lift Station	2	EA	\$ -	\$ -
4	West Reclaimed Plant Master Lift Station	2	EA	\$ -	\$ -
5	Williamson Regional Master Lift Station	2	EA	\$ -	\$ -
TOTAL BASE BID					\$ -



Non-Mandatory Pre-Bid Conference

August 10, 2018 10:00 A.M.

ITB #18-23 MASTER LIFT STATION CLEANING

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

purchdiv@port-orange.org

#	Name	Title	Company	Phone	Email
1	David Battaglia	Purchasing Agent	City of Port Orange	386-506-5703	dbattaglia@port-orange.org
2	Jim Tillman	Purchasing Manger	City of Port Orange	386-506-5718	jtillman@port-orange.org
3	SAM PERRI	President	NATIONAL WATER MAIN CLEANING Co.	973-483-3200	bidreg@NWMCC.COM
4	Steve Parnell	Redeamed Manger	City of Port Orange	386 506 5786	sparnell@port-orange.org
5	BRIAN GLASSMAN	Sales Repmentative	US SUBMERGENT	407-459-2961	Bglassman@US SUBMERGENT.COM
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					



CITY OF PORT ORANGE

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

ADDENDUM NO. # 1

August 14, 2018

ITB #18-23 MASTER LIFT STATION CLEANING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated 07-27-18 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

Site visits are available on 8/20/2018 after 1:00 P.M. Please call Steve Parnell- Reclaimed Water Production Manager before your arrival at (386) 506-5786

B. QUESTIONS AND ANSWERS:

1. What is the budget for this project?

Answer: \$150,000 is budgeted.

2. Is there a payment and performance bond required?

Answer: No.

3. Is there a site visit?

Answer: Please see above in Clarification.

4. Do you have past pricing?

Answer: Yes. Typically, less than 25k per cleaning.

5. Does the City provide Bypass pumps?

Answer: Yes.

6. Does the city haul away the material that we clean?
Answer: Yes.
7. Do you do one lift station after another?
Answer: Yes.
8. How many days does it take to clean all lift stations?
Answer: Typically, a crew can do it in 4 days.
9. It says that we need to assist with the bypass pumps. How many guys do you need?
Answer: No separate crew is needed. Just a couple guys to help hook up the hoses.
10. Do you have bypasses around the pump stations?
Answer: Only two with in-ground bypasses. All other are bypassed with trailered units.
11. What size lines come in?
Answer: It varies from 12 to 30 inches.
12. Are there drawings of the stations?
Answer: Yes.
13. Do you normally have days between each pump station?
Answer: Usually Wednesday is another setup day for the City.
14. How far are the pump stations apart from where were dumping at the plant?
Answer: Mileages from the plant.
Ponce Master – 12 miles
Williamson Master – 10 miles
Herbert Master – 4 miles
East Master – 0
West Master – 0
15. When you guys pump down, how much water left?
Answer: About 2 feet and there are manholes right next to them to drain into.

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

END OF ADDENDUM NO. #1

MEEKS PLUMBING

5555 US HIGHWAY 1, SUITE 1
VERO BEACH, FL 32967

LETTER OF TRANSMITTAL

DATE: August 27, 2018

ITB #18-23 MASTER LIFT
SUBJECT: STATION CLEANING

TO: DAVID BATTAGLIA
PURCHASING AGENT,
FINANCE DEPT, CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

JOB #: _____

ATTN: DAVID BATTAGLIA

SENDING:

☒ COMPLETED BID PACKET, ITB#18-23
MASTER LIFT STATION CLEANING

TRANSMITTED AS:

☒ FOR EXECUTION

NOTES:

SIGNED: Kyle Meeks (lmt)

EMAIL: kmeeks@meeksplumbing.com

PHONE: 772-569-2285



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 18-23

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:

MEEKS PLUMBING INC

CONTACT PERSON:

CLAYTON KYLE MEEKS

EMAIL ADDRESS:

INFO@MEEKSPLUMBING.COM

AUTHORIZED SIGNATURE:

Clayton Kyle Meeks

MASTER LIFT STATION CLEANING

ITEM #	DESCRIPTION	QTY	UNIT	PRICE/EACH CLEANING	PRICE
CLEAN THE CITY OF PORT ORANGE'S FIVE MASTER LIFT STATIONS OF RAGS ,GRIT, GREASE AND SAND PER SPECIFICATIONS					
1	Herbert & Nova Master Lift Station	2	EA	\$ 3,925.00	\$ 7,850.00
2	Ponce Inlet Master Lift Station	2	EA	\$ 3,925.00	\$ 7,850.00
3	East Reclaimed Plant Master Lift Station	2	EA	\$ 3,925.00	\$ 7,850.00
4	West Reclaimed Plant Master Lift Station	2	EA	\$ 3,925.00	\$ 7,850.00
5	Williamson Regional Master Lift Station	2	EA	\$ 3,925.00	\$ 7,850.00
TOTAL BASE BID					\$ 39,250.00

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7– Statement of Vendor’s Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Listing of Subcontractors
- ☒ Form 7.10 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Bid Bond – *Certified check / Bank Draft*
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: MEEKS PLUMBING INC
Name of Business

Joe Meeks
Authorized Signature

8/27/18
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):

MEEKS PLUMBING INC
NAME OF BUSINESS

Clayton MEEKS
AUTHORIZED SIGNATURE

CLAYTON KYLE MEEKS, VICE PRESIDENT
NAME, TITLE, TYPED

65-0021660
FEDERAL IDENTIFICATION #

5555 US HIGHWAY 1, SUITE 1
MAILING ADDRESS

VERO BEACH, FL 32967
CITY, STATE & ZIP CODE

PHONE: 772-569-2285 / FAX: 772-569-7647
TELEPHONE NUMBER / FAX NUMBER

INFO@MEEKSPLUMBING.COM
E-MAIL ADDRESS

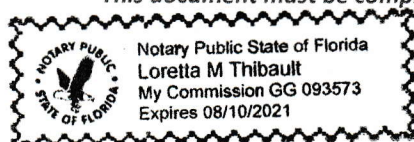
STATE OF FLORIDA COUNTY OF INDIAN RIVER

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

My Commission Expires:

[Signature]
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 8-14-18 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."

MEEKS PLUMBING INC

Name of Business

BY: CLAYTON KYLE MEEKS

By:

Printed

Name:

CLAYTON KYLE MEEKS

Title:

VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

Sworn to (or affirmed) and subscribed before me this 27th day of August, 2018, by
CLAYTON KYLE MEEKS, as VICE PRESIDENT of

(NAME)

(TITLE)

MEEKS PLUMBING

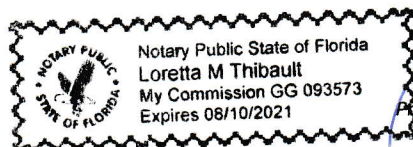
and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



[Signature]
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

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.

MEEKS PLUMBING INC

Name of Business

By: CLAYTON KYLE MEEKS

Printed Name: CLAYTON KYLE MEEKS

Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

Sworn to (or affirmed) and subscribed before me this 27th day of August, 2018, by
CLAYTON KYLE MEEKS (NAME), as VICE PRESIDENT (TITLE) of

MEEKS PLUMBING INC 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

[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 CLAYTON KYLE MEEKS, who, being by me first duly sworn, made the following statement:

1. The business address of MEEKS PLUMBING INC (name of Offeror or business) is 5555 US HWY 1, VERO BEACH, FL 32967.
2. My relationship to MEEKS PLUMBING INC (name of Offeror or business) is VICE PRESIDENT (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is 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.)

MEEKS PLUMBING INC

Name of Business

By: CLM

Printed Name: CLAYTON KYLE MEEKS

Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

Sworn to (or affirmed) and subscribed before me this 27th day of August, 2018, by CLAYTON KYLE MEEKS, as VICE PRESIDENT of MEEKS PLUMBING INC and who:

[Notary: Please select one]

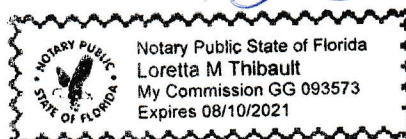
☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of FLORIDA

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:



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: MEEKS PLUMBING INC

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

PRINTED SIGNATURE: CLAYTON KYLE MEEKS

TITLE: VICE PRESIDENT

ADDRESS: 5555 US HIGHWAY 1, VERO BEACH

CITY: VB STATE: FLORIDA ZIP CODE: 32967

772-569-2285
TELEPHONE: 772-569-2285 FAX: 772-569-7647

COMPLETION TIME: _____

F.E.I.N. NUMBER: 65-0021660

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. MEEKS PLUMBING INC
- B. Permanent main office address. 5555 US HIGHWAY 1, VERO BEACH, FL 32967
- C. Date organized. 02/1988
- 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? 36
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) *See attached*
- G. General character of work performed by your company. SEPTIC & SEWER SERVICES
PLUMBING - RESIDENTIAL, COMMERCIAL, NEW CONSTRUCTION, UNDERGROUND UTILITIES EXCAVATION
- 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 attached*
- K. List your major equipment currently owned or leased. OWN: THREE (3) 2500 GAL VAC-CON TRUCK
ONE OF EACH TANKER TRUCKS: 6000 GAL, 4800 GAL, 4500 GAL, 4000 GAL, 3600 GAL, 2500 GAL
- L. Experience in work similar to this type of project.
MANY (20 +) YEARS EXPERIENCE, MULTIPLE CUSTOMERS
- M. Background and experience of the principal members of your organization, including the officers (SEE ATTACHED)
- N. Credit currently available: \$ 2,000,000
- O. Give bank reference: PNC BANK, 958 20TH PL, VERO BEACH, FL 32960
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? NOT PREFERABLE, BUT WILL IF NECESSARY.

(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.

MEEKS PLUMBING INC

Name of Business

By: *Clayton Kyle Meeks*

Printed Name: CLAYTON KYLE MEEKS

Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

Sworn to (or affirmed) and subscribed before me this 27th day of August, 2018, by
CLAYTON KYLE MEEKS, as VICE PRESIDENT
of MEEKS PLUMBING 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

FORM 7.7 PAGE 53, QUESTION 'F' - CONTRACTS ON HAND
RE: ITB#18-23 MASTER LIFT STATION CLEANING

FORM 7.7 PAGE 53, QUESTION 'F' - CONTRACTS ON HAND
RE: ITB#18-23 MASTER LIFT STATION CLEANING

[illegible]

FORM 7.7 PAGE 53, QUESTION 'J' - PROJECTS COMPLETED
RE: ITB#18-23 MASTER LIFT STATION CLEANING

COMPLETION DATE[illegible]

[illegible]

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: INDIAN RIVER MEDICAL CENTER
Contact Person: MATT - 772-633-5804
City, State: 1000 36TH ST, VERO BEACH, FL 32960
Telephone Number: MAIN PHONE # 772-567-4311
Email Address: UNKNOWN
Description of goods or
Services provided: BI-WEEKLY LIFT STATION MAINTENANCE / PUMP OUTS TO CLEAN LIFT STATION / EMERGENCY REPAIRS & PUMP OUTS
Contract Amount: \$100,000
Start/End Date of Contract: 07/06/2011 - ON GOING
2. Company Name: VILLAGE GREEN
Contact Person: CHUCK 772-473-0673
City, State: 7300 20TH ST, VERO BEACH, FL 32966
Telephone Number: MAIN PHONE #772-569-5500
Email Address: UNKNOWN
Description of goods or
Services provided: LIFT STATION MAINTENANCE / PUMP OUTS TO CLEAN LIFT STATION / EMERGENCY REPAIRS & PUMP OUTS FOR 5 LIFT STATIONS ON GROUNDS
Contract Amount: UP TO \$100,000
Start/End Date of Contract: 03/04/2009 - ON GOING
3. Company Name: INFRAMARK UTILITIES
Contact Person: MIKE
City, State: 3251 N A1A, FORT PIERCE, FL 34949
Telephone Number: 772-216-1437
Email Address: UNKNOWN
Description of goods or
Services provided: MONTHLY LIFT STATION MAINTENANCE / PUMP OUTS TO CLEAN LIFT STATION / EMERGENCY REPAIRS & PUMP OUTS
Contract Amount: \$100,000
Start/End Date of Contract: 09/21/2009 - ON GOING

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____ N/A _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____ N/A _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____ N/A _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____ N/A _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____ N/A _____

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): ITB#18-23 MASTER LIFT STATION CLEANING

BUSINESS NAME: MEEKS PLUMBING INC

CONTACT PERSON/TITLE: KYLE MEEKS - VICE PRESIDENT

MAILING ADDRESS: 5555 US HIGHWAY 1, STE 1

CITY-STATE-ZIP: VERO BEACH, FL 32967

Length of Time at Address Provided: 13 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): 65-0021660

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

PHONE NUMBER: 772-569-2285 FAX: 772-569-7647

EMAIL: INFO@MEEKSPLUMBING.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.

INDIAN RIVER COUNTY

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

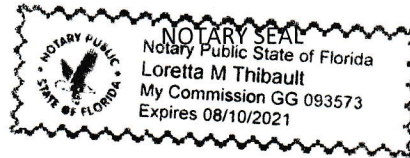
(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS 27th DAY OF August, 2018

My Commission Expires: _____



SIGNATURE OF AFFIANT

DATE

CLAYTON KYLE MEEKS / VICE PRESIDENT

PRINTED NAME OF AFFIANT / TITLE

MEEKS PLUMBING INC

COMPANY

This document must be completed and returned with your Submittal



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

Detail by Entity Name

Florida Profit Corporation
MEEKS PLUMBING, INC.

Filing Information

Document Number M69530
FEI/EIN Number 65-0021660
Date Filed 02/19/1988
State FL
Status ACTIVE

Principal Address

5555 US HWY 1
SUITE 1
VERO BEACH, FL 32967

Changed: 01/09/2009

Mailing Address

5555 US HWY 1
SUITE 1
VERO BEACH, FL 32967

Changed: 01/09/2009

Registered Agent Name & Address

MEEKS, RONALD E
5555 US HWY 1
SUITE 1
VERO BEACH, FL 32967

Name Changed: 01/26/2012

Address Changed: 01/09/2009

Officer/Director Detail

Name & Address

Title PRES

MEEKS, RONALD E.
5555 US HIGHWAY 1 SUITE 1
VERO BEACH, FL 32967

Title SEC

MEEKS, TAMMY S.
5555 US HIGHWAY 1 SUITE 1
VERO BEACH, FL 32967

Title VP

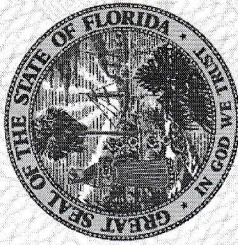
MEEKS, CLAYTON K
5555 US HWY 1
SUITE 1
VERO BEACH, FL 32967

Annual Reports

Report Year	Filed Date
2016	04/12/2016
2017	01/16/2017
2018	02/23/2018

Document Images

02/23/2018 -- ANNUAL REPORT	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
04/12/2016 -- ANNUAL REPORT	View image in PDF format
04/21/2015 -- ANNUAL REPORT	View image in PDF format
04/08/2014 -- ANNUAL REPORT	View image in PDF format
04/11/2013 -- ANNUAL REPORT	View image in PDF format
01/26/2012 -- ANNUAL REPORT	View image in PDF format
01/27/2011 -- ANNUAL REPORT	View image in PDF format
02/02/2010 -- ANNUAL REPORT	View image in PDF format
01/09/2009 -- ANNUAL REPORT	View image in PDF format
02/07/2008 -- ANNUAL REPORT	View image in PDF format
01/19/2007 -- ANNUAL REPORT	View image in PDF format
02/03/2006 -- ANNUAL REPORT	View image in PDF format
04/02/2005 -- ANNUAL REPORT	View image in PDF format
01/20/2004 -- ANNUAL REPORT	View image in PDF format
03/17/2003 -- ANNUAL REPORT	View image in PDF format
03/29/2002 -- ANNUAL REPORT	View image in PDF format
03/01/2001 -- ANNUAL REPORT	View image in PDF format
02/28/2000 -- ANNUAL REPORT	View image in PDF format
03/23/1999 -- ANNUAL REPORT	View image in PDF format
01/28/1998 -- ANNUAL REPORT	View image in PDF format
01/17/1997 -- ANNUAL REPORT	View image in PDF format
02/16/1996 -- ANNUAL REPORT	View image in PDF format
04/11/1995 -- ANNUAL REPORT	View image in PDF format



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MEEKS, RONALD ELMO

MEEKS PLUMBING, INC.

5555 US HIGHWAY 1

SUITE 1

VERO BEACH

32967

LICENSE NUMBER: CFC024535

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BID BOND

NO BID BOND, THIS PAGE WILL NOT BE COMPLETED.

CERTIFIED CHECK MADE PAYABLE TO CITY OF PORT
ORANGE FLORIDA IN THE AMOUNT OF 5% OF BID
AMOUNT SUBMITTED IN LEIU OF 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.

N/A NO BID BOND - CERTIFIED CHECK SUBMITTED IN LEIU OF BOND

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 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 _____ 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

00100395

**PNC BANK**PNC Bank, National Association
Florida, Bank 001**No. 1103904**

8-9/430

CASHIER'S CHECKDATE AUGUST 27, 2018PAY TO THE
ORDER OFCITY OF PORT ORANGE, FLORIDA

\$

1,962.50ONE THOUSAND NINE HUNDRED SIXTY TWO AND 50 / 100***** DOLLARS Security features
included.
Details on back.MEEKS PLUMBING INC

REMITTER

PNC Bank, National Association

MIX
Paper from
responsible sources
FSC® C101537ITB #18-23Master lift station cleaningNicole McCanna

OFFICIAL SIGNATURE

MP

⑈ 1103904 ⑈ ⑆043000096⑆ 1026403363⑈

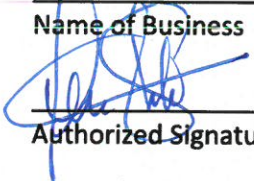
SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor's Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7– Statement of Vendor's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Listing of Subcontractors *N/A*
- ☒ Form 7.10 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Bid Bond *CHECK #5585*
- ☐ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: U.S. Submergent Technologies, LLC

Name of Business


Authorized Signature

8-30-18
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:

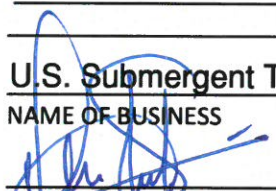
Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

U.S. Submergent Technologies, LLC

NAME OF BUSINESS

6450 University Blvd, Unit 1

MAILING ADDRESS



AUTHORIZED SIGNATURE

Winter Park, FL 32792

CITY, STATE & ZIP CODE

Denver J. Stutler, Jr., C.E.O.

NAME, TITLE, TYPED

(941) 216-0149 / (941) 216-0142

TELEPHONE NUMBER / FAX NUMBER

45-3805258

FEDERAL IDENTIFICATION #

dstutler@ussubmergent.com

E-MAIL ADDRESS

STATE OF Sarasota COUNTY OF Florida

The foregoing instrument was acknowledged before me this day of August 30, 2018 by Denver J. Stutler, Jr., who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

ASHLEY RIZZO CARLYLE

MY COMMISSION # GP076292

EXPIRES February 23, 2021


Notary Public

My document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

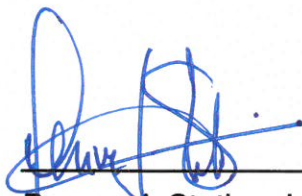
Addendum # (1) Date: 8/14/2018 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

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."



Denver J. Stutler, Jr.
C.E.O.
STATE OF Florida
COUNTY OF Sarasota

U.S. Submergent Technologies, LLC

Name of Business

By: Denver J. Stutler, Jr.

Printed

Name:

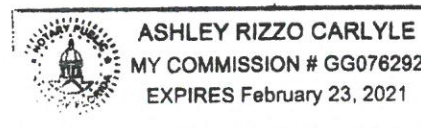
Title: CEO

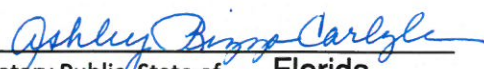
Sworn to (or affirmed) and subscribed before me this 30 day of August, 2018, by
Denver J. Stutler, Jr., as Chief Executive Officer of
(NAME) (TITLE)
U.S Submergent Technologies and who:
(NAME OF ORGANIZATION)

[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.

U.S. Submergent Technologies, LLC

Name of Business

By: [Signature]

Printed Name: Denver J. Stutler, Jr.

Title: Chief Executive Officer

STATE OF Florida
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me this 30 day of August, 2018, by
Denver J. Stutler, Jr. as Chief Executive Officer of
(NAME) (TITLE)
U.S Submergent Technologies and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

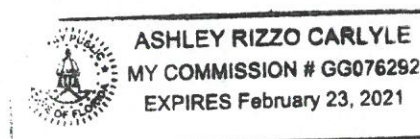
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Ashley Rizzo Carlyle
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 Denver J. Stutler, Jr., who, being by me first duly sworn, made the following statement:

1. The business address of U.S Submergent Technologies (name of Offeror or business) is 235 N. Orange Ave., Suite 201, Sarasota, FL 34236.
2. My relationship to U.S Submergent Technologies (name of Offeror or business) is Chief Executive Officer (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.)

U.S. Submergent Technologies, LLC

Name of Business

By: [Signature]

Printed Name: Denver J. Stutler, Jr.

Title: Chief Executive Officer

STATE OF Florida

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me this 30 day of August, 2018, by Denver J. Stutler, Jr., as Chief Executive Officer of U.S Submergent Technologies and who:

[Notary: Please select one]

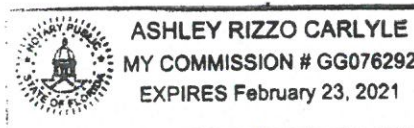
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Ashley Rizzo Carlyle
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



FORM 7.6 – ANTI-COLLUSION FORM

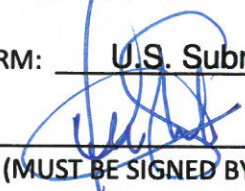
ANTI-COLLUSION STATEMENT BID FORM:

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: U.S. Submergent Technologies, LLC

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

PRINTED SIGNATURE: Denver J. Stutler, Jr.

TITLE: Chief Executive Officer

ADDRESS: 6450 University Blvd, Unit 1

CITY: STATE: ZIP CODE: Winter Park, FL 32792

TELEPHONE: FAX: Telephone: (941) 216-0149 Fax: (941) 216-0142

COMPLETION TIME: Not more than 5 working days

F.E.I.N. NUMBER: 45-3805258

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. U.S Submergent Technologies
- B. Permanent main office address. 6450 University Blvd., Unit 1,
Winter Park, FL 32792
- C. Date organized. October 17, 2011
- 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? 7 Years Total (1 as USST and an additional 6 as Polston Applied Technologies)
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached
- G. General character of work performed by your company. See attached
- 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 attached
- K. List your major equipment currently owned or leased. See attached
- L. Experience in work similar to this type of project. See attached
- M. Background and experience of the principal members of your organization, including the officers. See attached
- N. Credit currently available: \$ 300,000.00
- O. Give bank reference: See attached
- 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.

U.S. Submergent Technologies

Name of Business

By: [Signature]

Printed Name: Denver J. Stutler, Jr.

Title: Chief Executive Officer

STATE OF Florida

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me this 30 day of August, 2018, by
Denver J. Stutler, Jr., as Chief Executive Officer
of U.S. Submergent Technologies and who:

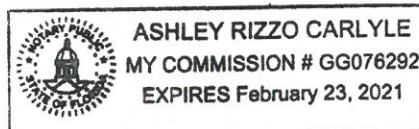
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Ashley Rizzo Carlyle
Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal



ITEM F

U.S. Submergent Technologies Contracts On Hand

- Reedy Creek Energy Services
 - Total value: \$373,351.00
 - Completion Date: September 21, 2018
- PCL/City of Orlando Conserv II Sludge Holding Tank
 - Total Value: \$190,900.00
 - Completion Date: September 7, 2018
- City of Daytona Beach
 - Total Value: \$87,600.00
 - Completion Date: September 28, 2018





U.S. SUBMERGENT
TECHNOLOGIES

U.S. Submergent Technologies: Redefining Wastewater System Maintenance

The premier service provider for restoring the capacity of wet infrastructure.

U.S. Submergent Technologies (USST) has launched an aggressive initiative to redefine the wastewater industry, establishing the separate and distinct category of "Submergent Cleaning."

USST stands alone as the only company to offer the unique and highly-effective service of waste and debris removal from wet infrastructure.

As the first mover and industry leader in Submergent Cleaning, USST is meeting the challenging demands of today's hard-to-clean environments in industries such as wastewater and stormwater, oil and gas, power plants, shipyards and more. "At U.S. Submergent Technologies, we make a positive and meaningful difference, restoring the capacity of wet infrastructure safely and efficiently using our GritGone ProcessSM," said Founder and CEO, Denver Stutler, Jr.

Successful where others fail, the use of USST's proprietary Combination^{3®} technology and equipment means:

- USST Combination^{3®} trucks function as standalone cleaning systems for large-diameter pipes, tanks and other hard-to-clean environments.
- The GritGone ProcessSM can take place in surcharged (wet) conditions, enabling facilities to remain in service during cleaning with no need for bypass pumping.
- The proprietary capacity restoration services of USST help utilities extend the life of their infrastructure, saving time, energy and money.

USST employs an exceptional team and process, with emphasis on safety and training, enabling the company to provide outstanding service to its clients. Visit ussubmergent.com to learn more about the GritGone ProcessSM and to get a free quote.

(844) 765-7866
info@ussubmergent.com

SUBMERGENT CLEANING

is the ability to remove sand, grit and residuals from underwater areas or other liquid environments, primarily tanks and pipes.

6450 University Blvd. Unit 1
Winter Park FL 32792
ussubmergent.com

Please contact U.S. Submergent Technologies with questions at (844) 765-7866.



ITEM J

U.S. Submergent Technologies Projects Recently Completed

- Collier County North County Wastewater Treatment Plant Emergency Cleaning Services
 - Total Value: \$765,959.00
 - Completed: April 2018
- City of Tampa West River Interceptor Emergency Pipe Cleaning Services
 - Total Value: \$295,945.25
 - Completed: July 2018
- Miami Dade County Wet Well
 - Total Value: \$79,822.00
 - Completed: February 2018
- City of Orlando Kirkman Conserv II Interceptor Phase 1 and Phase 2
 - Total Value: \$202,830.00
 - Completed: May 2018



ITEM K

BIDDERS EQUIPMENT LIST FOR IFB #18-074/CC		
Description	Make	Model
934 Chassis	Western Star	9400
934 Crane	IMT	17/117 SLK3 34'
934 Blower and Cyclone	Roots	RCS 824 4500 CFM
934 Hydraulic Submersible Pump	US Submergent Technologies	8" Hydraulic Pumps
934 Water Pump	Hammelmann	HDP-146
934 Hose Reel	US Submergent Technologies	500 Feet
934 Hose Tubes	US Submergent Technologies	8" Tubes
934 Vacuum Tank	Global Vacuum	9 Cubic Yards
934 Water Tank	Built in	1,000 USG
934 Hydraulics	Flodraulic Group	Two (2) Hydro Stats
934 Hydraulic Hoses	Flodraulic Group	Vacuum with Automatic Shut Down
934 Hydraulic Hose Reels	Hannay	Self-Retracting
934 Computer and Electrical	Flodraulic Group	Wireless Remote
1249 Chassis	Western Star	4900 Twin Steer
1249 Crane	Palfinger	PK22002D-EH 49'
1249 Blower and Cyclone	Roots	RCS 824 4500 CFM
1249 Hydraulic Submersible Pump	US Submergent Technologies	8" Hydraulic Pumps
1249 Water Pump	Hammelmann	HDP-196/80
1249 Hose Reel	US Submergent Technologies	1000 Feet
1249 Hose Tubes	US Submergent Technologies	8" Tubes
1249 Vacuum Tank	Global Vacuum	12 Cubic Yards
1249 Water Tank	Built in	1,000 USG
1249 Hydraulics	Flodraulic Group	Two (2) Hydro Stats
1249 Hydraulic Hoses	Flodraulic Group	Vacuum with Automatic Shut Down

1249 Hydraulic Hose Reels	Hannay	Self-Retracting
1249 Computer and Electrical	Flodraulic Group	Wireless Remote
360-HD Chassis	Western Star	4900 Twin Steer
360-HD Auxiliary Engine	John Deer	600 HP
360-HD Crane	Palfinger	PK22002D-EH 49'
360-HD Blower and Cyclone	Roots	DVJ1021 9500 CFM
360-HD Hydraulic Submersible Pump	US Submergent Technologies	Four (4) 8" Hydraulic Pumps
360-HD Water Pump	Hammelmann	Two (2) HDP-196/80
360-HD Hose Reel	US Submergent Technologies	3000 Feet
360-HD Hose Tubes	US Submergent Technologies	8" Tubes
360-HD Vacuum Tank	Global Vacuum	N/A
360-HD Water Tank	Bailiff	750 USG
360-HD Hydraulics	Hydraquip	Four (4) Hydro Stats
360-HD Hydraulic Hoses	Hydraquip	Automatic Shut Down
360-HD Hydraulic Hose Reels	Hannay	Self-Retracting
360-HD Computer and Electrical	Hydraquip	Wireless Remote
Pressure Vessel - 12 Yard	Dragon	N/A
Pressure Vessel - 24 Yard	Wastequip	N/A



ITEM L

**U.S. Submergent Technologies -
Experience in Similar Work**

U.S. Submergent Technologies (USST) has extensive experience restoring the capacity of wet infrastructure safely and efficiently. We have worked on wastewater plants, water plants, sewer lines, stormwater lines, power plants, and in the oil and gas industry. Below are the clients for whom we have performed work similar to the scope of this project:

- St. John's County Utility District
- City of Tampa
- Miami-Dade County
- Gainesville Regional Utilities

We have provided a few of these clients to you in our references and would be happy to provide any others you request. We look forward to working with you on this project.





Personnel Bios

Denver Stutler, Jr., Co-Founder & CEO

Denver Stutler, Jr.'s 25-year career includes a unique combination of both public and private sector experience in the water infrastructure industry at an executive level. With a background in civil engineering, Denver began his career in 1989 by joining Camp Dresser and McKee, Inc. (CDM), an international environmental engineering firm. Denver gained valuable technical underpinnings and rose to become a Principal at CDM. He was appointed Chief of Staff of the Florida Department of Environmental Protection (FDEP) in 1999. While working to protect our Nation's air and water with the FDEP, Denver gained a working knowledge of regulatory framework and learned the ins and outs of the political arena. He then served as Chief of Staff to Governor Jeb Bush from 2003 to 2005, gaining important insight into the workings of government at the federal, state and local level.

In 2005, he was appointed and confirmed by the Florida Senate as Secretary of the Florida Department of Transportation (FDOT) where he led a \$9 billion agency responsible for transportation in Florida including highway, port, airport, public transportation, and rail systems.

In 2011, Denver co-founded U.S. Submergent Technologies and currently serves as Chief Executive Officer.

Jim Bruce, CFO

Jim Bruce has been an integral part of the U.S. Submergent Technologies team since 2013. He is an expert in providing financial and operational leadership, having served in the roles of President, CFO and COO to various companies and industries.

Since 1991, Jim has managed and been involved with the investments of a high net worth family including airline, automotive, marine, restaurant, real estate, manufacturing, and manufactured housing communities. He has planned and worked through many complex operational, financial and tax strategies as they have related to these industries and their controlled groups.

A graduate of the University of Michigan, School of Business, Jim enjoys spending time with his wife and two children and golfing in his spare time.

Caryn Selph, Sr. Project Manager

Senior Project Manager for U.S. Submergent Technologies (USST) since 2017, Caryn Selph earned her bachelor's degree from Florida State University in Political Science and master's degree from the University of Central Florida in Public Administration.

Caryn began her career in government consulting and has more than a decade of experience supporting federal, state, and local government agencies with the complexities of disaster recovery operations. She has assisted municipalities throughout the country with grant management, operations, and procurement policies.

Currently, Caryn manages the USST Operations Team to complete jobs safely and efficiently, while keeping projects and crew on schedule. She recently attained her Project Management Professional certification and applies these skills in her role as a project manager for the company.



Aaron Hood, Field Supervisor

Aaron Hood is U.S. Submergent's (USST) most seasoned Field Supervisor. Aaron began his career in the Agriculture field in 2007, running heavy equipment and managing irrigation systems for citrus groves. He joined the USST team in September of 2014 and has proven himself an expert on the GritGoneSM Process and Combination^{3®} truck operation and equipment.

Aaron manages a variety of project activities, including best approaches on cleaning and removing debris from structures ranging from wastewater treatment tanks to collection systems, and is responsible for ensuring the safety of the USST field crew on a daily basis.

Main Duties:

- Trained in the understanding and efficient operation and troubleshooting of the USST Combination^{3®} truck and GritGone ProcessSM as well other technologies
- Maintains and safely operates and oversee operation of pump trucks, vacuum trucks, roll-off trucks and other company vehicles, including pre and post-trip inspections
- Ensures health and safety is the number one goal followed by the quality of work for the client and the productivity of each project
- Maintains an effective working environment to include proper communication, cooperation, and teamwork amongst field personnel
- Holds daily "Toolbox Talk" with crew where they review the day's project, daily safety plan, weather and travel
- Manages projects as assigned and is accountable for safe and successful completion
- Organizes crews, equipment and resources for project readiness; verifies appropriate equipment is available, in working order, and onsite to begin projects on time
- Communicates with Sr. Project Manager to ensure that all contractual obligations are met for multiple project assignments
- Plans the work, prepares schedules, and establishes regular reviews with upper management
- Identifies changes in original scope and communicates effectively to management and clients before additional work is begun
- Completes and submits company paperwork accurately, including but not limited to: safety paperwork, project plans, manifests, quantity collection, expense reports, timecards, etc.
- Communicates professionally and reports any issues to appropriate internal personnel while continuously providing excellent customer service
- Responsible for timely reporting of work-related accidents/incidents to upper management
- Maintains up-to-date Confined Space Supervisor certifications
- Has successfully completed safety training as provided by USST
- Properly employs personal protective equipment on a daily basis

Certifications:

- 10 Hour Occupational Safety & Health Administration Training:
Completion Date 10/24/14
- 2 Hour Confined Space Safety & Awareness training:
Completion Date 6/8/16

- 4 Hour Self Contained Breathing Apparatus (SCBA) Certification Training: Completion Date 2/13/17
- 2 Hour CPR/AED & First Aid Training: Completion Date 2/14/17
- 2 Hour Blood Borne Pathogens Awareness Training: Completion Date 10/16/17
- 2 Hour Heat Stress Training: Completion Date 9/9/15
- 8 Hour Fall Protection Competent Person Training: Completion Date 1/13/17
- 2 Hour Boom Truck Training: Completion Date 1/24/17
- 2 Hour Knuckle Boom Training: Completion Date 1/17/17
- 4 Hour Rigger/Signalman Training: Completion Date 1/17/17
- 8 Hour Pipeline Assessment Certification Program (PACP) Training: Completion Date 12/12/17
- 4 Hour Manhole Assessment Certification Program (MACP) Training: Completion Date 12/12/17
- 4 Hour Lateral Assessment Certification Program (LACP) Training: Completion Date 12/12/17
- Department of Transportation Required Medical Exams

Paul Del Favero, Field Supervisor

Paul Del Favero currently serves as one of U.S. Submergent's (USST) Field Supervisors. Mr. Del Favero joined the team in June 2015 and has a proven record for managing challenging jobs on time and on budget. His daily activities include implementing and monitoring jobsite health and safety, overseeing all job-related activities, providing direction to field crew, monitoring and reporting job costs, controlling job scope, and maintaining heavy equipment, fleet and supplies.

Mr. Del Favero is adept at problem solving and managing multiple tasks concurrently. He routinely oversees complex jobs with elevated health and safety components such as confined space entry and jobs requiring supplied air. He has helped to develop the USST Health and Safety Program and serves as the company's subject-matter expert regarding health and safety standards and implementation.

Main Duties:

- Trained in the understanding and efficient operation and troubleshooting of the USST Combination³® truck and GritGone ProcessSM as well other technologies
- Maintains and safely operates and oversee operation of pump trucks, vacuum trucks, roll-off trucks and other company vehicles, including pre and post-trip inspections
- Ensures health and safety is the number one goal followed by the quality of work for the client and the productivity of each project
- Maintains an effective working environment to include proper communication, cooperation, and teamwork amongst field personnel
- Holds daily “Toolbox Talk” with crew where they review the day’s project, daily safety plan, weather and travel
- Manages projects as assigned and is accountable for safe and successful completion
- Organizes crews, equipment and resources for project readiness; verifies that appropriate equipment is available, in working order, and onsite to begin projects on time
- Communicates with Sr. Project Manager to ensure that all contractual obligations are met for multiple project assignments
- Plans the work, prepares schedules, and establishes regular reviews with upper management
- Identifies changes in original scope and communicates effectively to management and clients before additional work is begun
- Completes and submits company paperwork accurately, including but not limited to: safety paperwork, project plans, manifests, quantity collection, expense reports, timecards, etc.
- Communicates professionally and reports any issues to appropriate internal personnel while continuously providing excellent customer service
- Responsible for timely reporting of work-related accidents/incidents to upper management
- Maintains up-to-date Confined Space Supervisor certifications
- Has successfully completed safety training as provided by USST
- Properly employs personal protective equipment on a daily basis

Certifications:

- 10 Hour Occupational Safety & Health Administration Training:
Completion Date 11/21/16
- 2 Hour Confined Space Safety & Awareness Training:
Completion Date 8/22/15
- 4 hour Self Contained Breathing Apparatus (SCBA) Certification Training:
Completion Date 10/16/17
- 2 Hour CPR/AED & First Aid Training:
Completion Date 10/19/17
- 2 Hour Blood Borne Pathogens Awareness Training:
Completion Date 10/16/17

- 2 Hour Heat Stress Training:
Completion Date 9/9/15
- 8 Hour Fall Protection Competent Person Training:
Completion Date 1/13/17
- 2 Hour Respirator Training & Fit testing:
Completion Date 10/16/17
- 2 Hour Boom Truck Training:
Completion Date 1/12/17
- 2 Hour Knuckle Boom Training:
Completion Date 1/12/17
- Department of Transportation Required Medical Exams





U.S. SUBMERGENT
TECHNOLOGIES

ITEM O

U.S. Submergent Technologies Bank Reference

Tomas M. Jimenez
Vice President
Bank of America
390 N Orange Ave., 1st Floor
Orlando, FL 32801

M. (407) 725-0170
F. (904) 312-5976

Account: 898022573112



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: City of Tampa
Contact Person: Jeffrey Taylor
City, State: 3808 East 26th Ave, Tampa, FL 33605
Telephone Number: (813) 630-3911
Email Address: jeffrey.taylor@ci.tamp.fl.us
Description of goods or Services provided: Performed emergency cleaning of a 48" Interceptor and pump station wet well while it remained in full operation.
Contract Amount: \$295,945.25
Start/End Date of Contract: March 2018 to July 2018
2. Company Name: Gainesville Regional Utilities
Contact Person: Brett Goodman
City, State: 301 SE 4th Ave, Gainesville, FL 32601
Telephone Number: (352) 393-6704
Email Address: goodmanbp@gru.com
Description of goods or Services provided: Cleaned, hauled, and disposed of material from 6 lift stations while they remained in operation.
Contract Amount: \$56,300.00
Start/End Date of Contract: June 18, 2018 to June 27 2018
3. Company Name: Miami-Dade County
Contact Person: Thomas "TJ" Potok
City, State: 8950 SW 232nd Street, Miami, FL 33190
Telephone Number: 786-268-5730
Email Address: ttpot@miamidade.gov
Description of goods or Services provided: Performed cleaning of a pump station wet well which required confined space and supplied air safety requirements.
Contract Amount: \$79,822.00
Start/End Date of Contract: February 2018

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: _____ N/A _____

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): ITB #18-23 Master Lift Station Cleaning

BUSINESS NAME: U.S. Submergent Technologies

CONTACT PERSON/TITLE: Denver J. Stutler, Jr., C.E.O.

MAILING ADDRESS: 6450 University Blvd, Unit 1

CITY-STATE-ZIP: Winter Park, FL 32792

Length of Time at Address Provided: 3 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): 45-3805258

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

PHONE NUMBER: (941) 216-0149 FAX: (941) 216-0142

EMAIL: dstutler@ussubmergent.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 Denver J. Stutler, Jr. who, after being sworn according to law, stated that he or she was authorized to represent U.S. Submergent Technologies 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

Ashley Rizzo Carlyle
SIGNATURE OF NOTARY PUBLIC

THIS 30 DAY OF August, 2018

My Commission Expires: _____

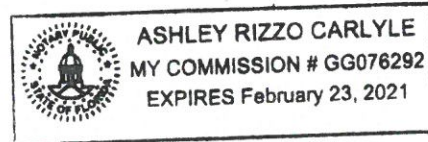
[Signature] 8/30/18
SIGNATURE OF AFFIANT DATE

Denver J. Stutler, Jr., C.E.O.

PRINTED NAME OF AFFIANT / TITLE

U.S. Submergent Technologies
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

City of Sarasota Local Business Tax Division

Local Business Tax Receipt

Tax Receipt Number: 18-005131



CITY OF SARASOTA

FLORIDA

**POLSTON APPLIED TECHNOLOGIES
DBA: POLSTON APPLIED TECHNOLOGIES
235 N ORANGE AVE, SUITE 201
SARASOTA, FL 34236**

In consideration of the amount shown herein paid to the City of Sarasota Local Business Tax Division, the named person or business is authorized to engage in business.

Business Types: SERVICE AND/OR REPAIR

Fee: \$78.69

Issue Date: November 30, 2017

Effective Date: October 1, 2017

Expiration Date: September 30, 2018

City of Sarasota Local Business Tax Division



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 18-23

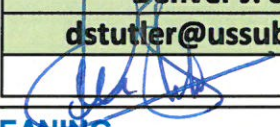
Attachment 1 Bid Proposal form MUST be included with Bid Submission
 Instruction to save Attachment from Demandstar website:
 Perform "File Save As" and save spreadsheet to your computer.
 Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS: U. S. Submergent Technologies

CONTACT PERSON: Denver J. Stutler, Jr.

EMAIL ADDRESS: dstutler@ussubmergent.com

AUTHORIZED SIGNATURE: 

MASTER LIFT STATION CLEANING

ITEM #	DESCRIPTION	QTY	UNIT	PRICE/EACH CLEANING	PRICE
CLEAN THE CITY OF PORT ORANGE'S FIVE MASTER LIFT STATIONS OF RAGS ,GRIT, GREASE AND SAND PER SPECIFICATIONS					
1	Herbert & Nova Master Lift Station	2	EA	\$ 4,960.00	\$ 9,920.00
2	Ponce Inlet Master Lift Station	2	EA	\$ 4,960.00	\$ 9,920.00
3	East Reclaimed Plant Master Lift Station	2	EA	\$ 4,960.00	\$ 9,920.00
4	West Reclaimed Plant Master Lift Station	2	EA	\$ 4,960.00	\$ 9,920.00
5	Williamson Regional Master Lift Station	2	EA	\$ 4,960.00	\$ 9,920.00
TOTAL BASE BID					\$ 49,600.00



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

Detail by FEI/EIN Number

Florida Limited Liability Company
U.S. SUBMERGENT TECHNOLOGIES, LLC

Filing Information

Document Number L11000118564
FEI/EIN Number 45-3805258
Date Filed 10/17/2011
Effective Date 10/17/2011
State FL
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 09/13/2017
Event Effective Date NONE

Principal Address

6450 UNIVERSITY BLVD.
UNIT 1
WINTER PARK, FL 32792

Changed: 09/19/2016

Mailing Address

6450 UNIVERSITY BLVD.
UNIT 1
WINTER PARK, FL 32792

Changed: 09/19/2016

Registered Agent Name & Address

B&C CORPORATE SERVICES OF CENTRAL FLORIDA
390 N. Orange Ave
Suite 1400
Orlando, FL 32801

Name Changed: 04/29/2014

Address Changed: 04/29/2014

Authorized Person(s) Detail

Name & Address

Title MGR

STUTLER, DENVER J, JR.
235 N. Orange Avenue
Suite 201
Sarasota, FL 34236

Annual Reports

Report Year	Filed Date
2016	04/28/2016
2017	03/15/2017
2018	04/03/2018

Document Images

[04/03/2018 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[09/13/2017 -- Merger](#)

[View image in PDF format](#)

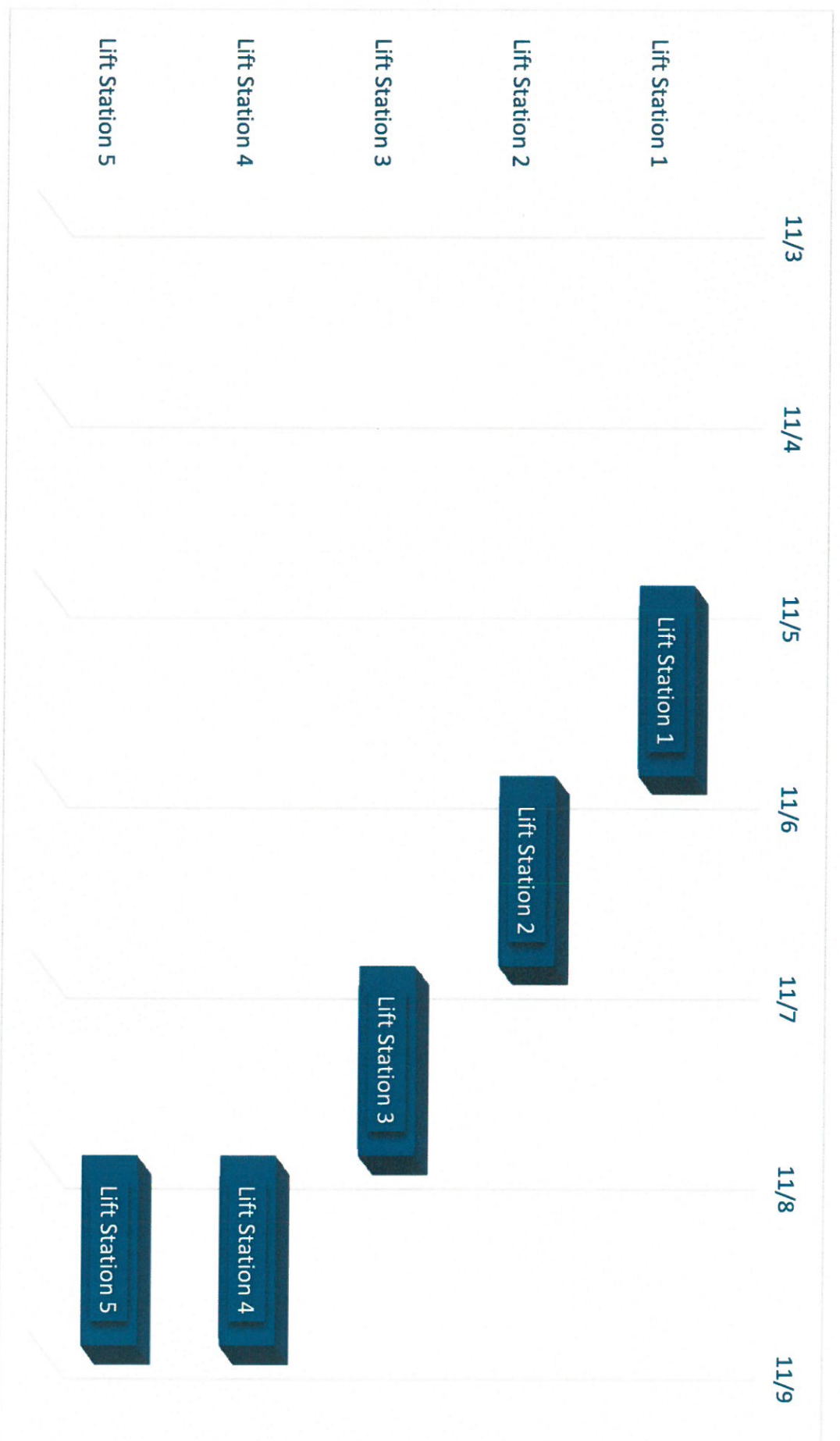
[03/15/2017 -- ANNUAL REPORT](#)

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02/02/2017 -- I.C. Name Change	View image in PDF format
01/26/2017 -- I.C. Name Change	View image in PDF format
04/28/2016 -- ANNUAL REPORT	View image in PDF format
03/09/2015 -- ANNUAL REPORT	View image in PDF format
06/23/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/29/2014 -- ANNUAL REPORT	View image in PDF format
01/27/2013 -- ANNUAL REPORT	View image in PDF format
08/03/2012 -- I.C. Amendment and Name Change	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
10/17/2011 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Port Orange Lift Station Cleanings Gantt Chart





Health and Safety Program: Site Specific Health and Safety Plan

SECTION 1: GENERAL INFORMATION AND DISCLAIMER

This Site-Specific Health and Safety Plan - Short Form has been prepared for use by U.S. Submergent Technologies, LLC employees for work at this site/facility. **The plan is written for the specific site/facility conditions, purposes, tasks, dates and personnel specified, and must be amended and reviewed if these conditions change.**

In the following text U.S. Submergent Technologies, LLC will be identified as USST.

SCOPE:

USST will remove sand and grit from the <INSERT STRUCTURE NAME(S)> at the <INSERT FACILITY NAME AND ADDRESS>. This includes:

- Mobilizing equipment and crew to the facility.
- Utilizing various methods to remove sand and grit from the structure including downhole pumping, jetting, and vacuum.
- Transporting and disposing of material at a permitted disposal facility or at a designated location on site.
- Cleaning up project site.
- Demobilizing equipment and crew from the facility.

The USST Field Supervisor will brief the crew on implementing OSHA, DOT, and USST health and safety procedures before mobilizing to the facility.

Mobilizing Equipment

USST crews will comply with all local, state, and federal regulations including DOT compliance for operating commercial vehicles to mobilize equipment and crews to the Reedy Creek wastewater treatment facility.

Equipment will include:

- Pump truck
- Crew truck and trailer
- Roll off trucks with vacuum box containers

Once onsite, the USST Field Supervisor will check in with the facility point of contact for instructions to stage equipment and receive a safety briefing.

The USST crew will complete a job hazard analysis form to assess conditions onsite and take appropriate measures to mitigate risks in accordance with Section 12 Job Hazard Analysis Program of the USST Corporate Health and Safety Program Manual.

The USST Field Supervisor will provide oversight and guidance throughout the project to the USST crew to implement health and safety protocols.

Utilizing Methods to Remove Sand and Grit

The USST Crew will check all equipment before conducting cleaning operations in accordance with the following sections of the USST Corporate Health and Safety Program Manual:

- Section 16 – First Aid/CPR Program
- Section 23 – Heat Illness Prevention Program



- Section 33 – Electrical Safety Awareness Program
- Section 34 – Electrical Safety Program
- Section 40 – Mobile Equipment Program
- Section 41 – Driving Safety Program
- Section 42 – Crane & Rigging Program
- Section 43 – Crane Signing Program
- Section 44 – Power Industrial Lift Truck Program
- Section 46 – Mechanical Equipment Operations Near Energized Lines

The USST Field Supervisor will conduct a daily safety briefing with all personnel on site. The briefing is documented in the daily project reports. All personnel will acknowledge they understand the information presented to them and sign the safety briefing form.

The USST will use red caution tape to rope off any open manways, manholes, hatches, or other hazards.

The USST crew will utilize different methods for removing sand and grit from the structure.

Downhole Pumping

When pumping sand and grit from the train, the USST crew will utilize a downhole pump attached to a 49-foot knuckle boom to remove sand and grit.

A crew member will operate the pump truck and the crane from the ground remotely.

Several crew members will be on the platform of the tank to monitor equipment. Crew on the tank platform will operate in accordance with Section 32 Fall Protection Program of the USST Corporate Health and Safety Program Manual

The crew will monitor equipment for proper operations, functionality and leak free.

The USST crew will implement USST safety procedures for operating a crane including, but not limited to Section 42 – Crane & Rigging Program and Section 43 – Crane Signing Program of the USST Corporate Health and Safety Program Manual.

Vacuum Operations

When vacuuming sand and grit from the train, the USST crew will implement the confined space entry program and will have a confined space entry permit. All crew members will operate in accordance with Section 30 – Confined Space Entry Program of the USST Corporate Health and Safety Program Manual during confined space operations. This includes, but is not limited to:

- Assure that the authorized individual(s) (i.e. authorized entrants and attendants) receive all the necessary training to effectively discharge their duties. This shall be by review of training records with the Safety Manager and interviews with the assigned personnel. All training shall occur before the individuals are assigned.
- Assure that all individuals who enter confined spaces receive the required training.
- Assure that all necessary equipment and supplies to effectively protect the health and safety of the workers are provided and maintained in a good state of repair.
- Assure that all confined space entries are performed in compliance with this written program and all applicable regulations.
- Assure that all required records are maintained.



- Ensuring that the confined spaces under their control have been posted.
- Coordinate entry operations for multi-employer's so that employees of one employer do not endanger the employees of another employer.

Crew members will use manual tools to move debris to the vacuum hose.

The Field Supervisor will implement the safety procedures as outline in the confined space entry program to monitor health and safety while in the train.

At the end of each day, the USST crew will secure any access points and tape off work zone.

The USST crew will pack up equipment, leave trucks on site and ensure work zone is clean, organized, and free of hazards.

The crew will document daily activities, disposal information, time worked, hazard analysis, safety briefings, and incident reports in electronic format that can be printed and provided to Reedy Creek Environmental Services.

Transporting and Disposing of Material

Material removed from the Treatment Train will be collected in USST vacuum containers. The vacuum containers will remain on the roll off trucks. When the container is full, a USST Crew member will transport the material to a designated disposal facility. USST CDL drivers will comply with all local, state, and federal regulations to operate a commercial vehicle which includes a standard DOT pre-trip inspection.

- Once at the disposal facility, the USST crew member will weigh in, dump material and weigh out.
- USST will maintain a copy of all associated disposal documents to be submitted in daily reports.

All USST personnel will comply with Section 41 – Driving Safety Program of the USST Corporate Health and Safety Program Manual when operating commercial vehicles.

Cleaning Site and Demobilizing

The USST field supervisor will inspect the site to ensure all work is complete. Upon completion, the USST crew will clean up work area and begin to demobilize equipment. The USST Field Supervisor will coordinate with the onsite point of contact to inspect and verify work is complete.

The USST Corporate Health and Safety Office, Robert Keyes, will be onsite to oversee the confined space entry. Entry will be made by Field Supervisor, Paul Del Favero. All USST Staff onsite have the proper Occupational Safety and Health Administration training and certifications including confined space training and SCBA certification.

THIS SITE SPECIFIC HASP MUST BE REVIEWED AND APPROVED BY CORPORATE HEALTH AND SAFETY FOR ONE OR MORE OF THE FOLLOWING CONDITIONS: IF A PERMIT REQUIRED CONFINED SPACE ENTRY OR ENTRY INTO AN EXCAVATION IS ANTICIPATED.



SECTION 2: EMERGENCY INFORMATION

(A) LOCAL RESOURCES

	SERVICE NAME	TELEPHONE NUMBER
EMERGENCY MEDICAL SERVICES		
HOSPITAL (MAP ATTACHED)		
FIRE DEPT/POLICE/SECURITY		
HAZMAT/SPILL/OTHER RESPONSE		

(B) CORPORATE RESOURCES

	CONTACT NAME	TELEPHONE NUMBER
USST, LLC 24/7 EMERGENCY/INCIDENT	CARYN SELPH	407-697-0151
HEALTH & SAFETY SPECIALIST**	BOBBY KEYES	407-602-7752
HUMAN RESOURCES (WORKERS COMP/OSHA LOG)	ASHLEY CARLYLE	407-809-5556
LEGAL	JIM BRUCE	407-705-2471

****TO BE NOTIFIED IN CASE OF ACCIDENT**

SECTION 3: PROJECT INFORMATION

(A) SITE/FACILITY INFORMATION

SITE NAME:	SITE CLIENT CONTACT:
SITE ADDRESS:	SITE CLIENT CONTACT PHONE:
SITE TOWNSHIP/COUNTY:	SITE SAFETY CONTACT:
☐ FEDERAL or ☐ STATE	SITE SAFETY CONTACT PHONE:

(B) SITE CLASSIFICATIONS (Select all that apply)

- | | | |
|--|---------------------------------|---|
| ☐ SANITARY COLLECTION SYSTEM | ☐ ACTIVE | ☐ INACTIVE |
| ☐ STORM WATER COLLECTION SYSTEM | ☐ ACTIVE | ☐ INACTIVE |
| ☐ WATER DISTRIBUTION SYSTEM | ☐ ACTIVE | ☐ INACTIVE |
| ☐ OFF ROAD ACCESS REQUIRED | | ☐ STATE HIGHWAYS |
| ☐ WTP/WWTP | | ☐ ROW ACCESS |
| ☐ RESIDENTIAL STREETS | | ☐ MANUFACTURING |
- OTHER (SPECIFY IN COMMENT SECTION BELOW)

Comments:

(C) LINE USE

- | | |
|-----------------------------------|-----------------------------------|
| ☐ SANITARY | ☐ WATER |
| ☐ STORM | ☐ WTP/WWTP |



☐ OTHER (Explain):

(D) FIELD OBJECTIVES (Check all that apply)

- | | |
|--|--|
| ☐ CLEANING | ☐ MACP |
| ☐ CCTV | ☐ PARTICAL LINING |
| ☐ PACP | ☐ SERVICE CONNECTIONS |
| ☐ LASER PROFILING | ☐ LATERAL WORK |
| ☐ LINING (PIPE) | ☐ GROUTING |
| ☐ MH INSPECTION | ☐ OTHER (Explain): |

DATE(S) OF FIELD ACTIVITY:

(E) FIELD TASKS

TASK	PERFORMED BY:

SECTION 4: PROJECT SAFETY ORGANIZATION, HEALTH & SAFETY TRAINING & MEDICAL MONITORING

(A) PROJECT HEALTH & SAFETY ROLES, RESPONSIBILITIES & COORDINATION

TITLE	RESPONSIBILITIES
PROJECT OFFICER	The Project Officer (PO) is ultimately responsible for project performance. The PO seeks and gets appropriate approvals for risk management decisions (e.g. from Regional/Practice Director(s), Legal Counsel, Corporate Health and Safety), and selects and effective and qualified project team. The PO supports the Project Manager or Deputy Project Manager with appropriate resources.
PROJECT MANAGER	The Project Manager (PM) has the responsibility for executing the project in accordance with the scope of work and good engineering practice. The PM will supervise the allocation of resources and staff to implement specific aspects of this HASP and may delegate authority to expedite and facilitate any application of the program.



	The PM implements and executes an effective program of site-specific personnel protection and accident prevention. The Project Manager reports to the Project Officer.
CORPORATE HEALTH & SAFETY	Corporate Health and Safety is responsible for USST overall Health and Safety Program and provides project guidance on air monitoring methodology, data interpretation and assistance in determining appropriate project engineering controls, work practices, and personal protective equipment. Corporate Health and Safety also reviews and approve HASPs in accordance with Section 1.
SITE SAFETY OFFICER	The Site Safety Officer (SSO) is responsible for interpreting and implementing the site health and safety provisions set out in this HASP, and will guide the efforts of field team personnel in their day-to-day compliance with this HASP. The SSO has the ability and authority to make necessary changes or additions to this HASP and provide technical assistance to field team personnel on problems relating to worksite safety. The SSO has the authority to correct safety-related deficiencies in materials or practice and to call a Project STOP in the most serious cases.
SITE RECORD KEEPER	The Site Record keeper is responsible for the documentation of all related health and safety data documentation, including but not limited to metrological data, instrument calibration, accident and injury reports, and air monitoring data.
FIELD TEAM LEADER	The Field Team Leader (FTL) is responsible for leading "on-site" activities of field team personnel, and to ensure field team personnel perform only those tasks that have been identified in this HASP.
FIELD TEAM PERSONNEL	Field personnel have the following health and safety responsibilities: • Implement the procedures set forth in the HASP; • Take all reasonable precautions to prevent injury to themselves and their fellow employees; and • Perform only those tasks that they believe they can do safely, and immediately report any accidents and/or unsafe conditions in accordance with Section 1.

(B) PROJECT TEAM

- a. The following USST personnel are designated to carry out the stated project job functions on site. THE SITE SAFETY OFFICER, OR A DESIGNATED ALTERNATE WILL BE ON-SITE DURING ALL SITE ACTIVITIES. (NOTE: One person may carry out more than one job function.)

PROJECT MANAGER:	
PROJECT OFFICER:	
SITE SAFETY OFFICER:	
SITE RECORD KEEPER:	
FIELD TEAM LEADER:	
FIELD TEAM PERSONNEL:	

- b. The following subcontractors and governmental agencies have been informed by IPS of



emergency response procedures, and any potential fire, explosion, health, safety or other hazards of the site / facility by making this Site Specific Health and Safety Plan and site information obtained by others available during regular business hours.

Subcontractors and governmental agencies shall be solely responsible for the health and safety of their employees and shall comply with all applicable laws and regulations as described in Section 1 of this plan.

SUBCONTRACTOR(S): <Name and Number>

FEDERAL & STATE AGENCY REPS: <Name and Number>

SECTION 5: HAZARD ANALYSIS

(A) ACTUAL OR POTENTIAL PHYSICAL HAZARDS (Check all that apply to USST activities)

- | | | |
|---|--|---|
| ☐ ANIMALS/PLANTS | ☐ EXTREME COLD (SEE SECTION 10) | ☐ HEAT STRESS |
| ☐ POOR VISIBILITY | ☐ LIMITED CONTACT | ☐ HEAVY EQUIPMENT |
| ☐ CHEMICAL EXPOSURE (SEE SECTION 5B&C) | ☐ TRAFFIC (STRUCK BY) | ☐ HEAVY LIFTING |
| ☐ CONFINED SPACE (SEE SECTION 12) | ☐ MOVING PARTS (LO/TO) | ☐ HOT WORK |
| ☐ OVERHEAD OBJECTS | ☐ ELECTRICAL | ☐ HUNTING SEASON |
| ☐ ROLLING OBJECTS | ☐ DUST NUISANCE | ☐ IMMERSION |
| ☐ SHARP OBJECTS | ☐ FALL >6 VERTICAL FEET | ☐ STEEP/UNEVEN TERRAIN |
| | ☐ NOISE >85Db | ☐ OTHER: |

SECTION 6: SITE CONTROL MEASURES

(A) WORK ZONES – EQUIPMENT OPERATION

- It is a USST policy that USST personnel will not enter trench or excavated areas without approval of Corporate Health and Safety. A safe perimeter has been established at the boundary of any excavation and/or a safe distance from excavators, drill rigs and other heavy equipment. These boundaries are identified by: Caution Tape & Cones. No unauthorized person should be within this area.

(B) WORK ZONES – CONTAMINATION

- The prevailing wind conditions are TBD. A wind direction indicator is used to determine daily wind direction. The Command Post is located upwind from the Exclusion Zone or at a sufficient distance to prevent exposure should a release occur. Control boundaries have been established and Exclusion Zone(s) (the contaminated area) have been identified. These boundaries are identified by: Caution tape and cones. No unauthorized person should be within this area.



SECTION 7: SAFETY PROCEDURES/EQUIPMENT REQUIRED (Check all procedures and equipment needed to eliminate or minimize exposure to hazards identified in Section 5.)

- | | |
|---|---|
| ☐ AIR MONITORING EQUIPMENT | ☐ BARRIER TAPE |
| ☐ FLOTATION DEVICES (USCG) | ☐ FIRST AID KIT/BBP KIT |
| ☐ COMMUNICATIONS – ONSITE | ☐ LADDERS |
| ☐ COMMUNICATIONS – OFFSITE (CELL/DIGITAL PHONES) | ☐ HARNESS/LIFELINE(S) |
| ☐ CONFINED SPACE PROGRAM & EQUIPMENT | ☐ HUNTING SEASON |
| ☐ FALL PROTECTION PROGRAM & EQUIPMENT | ☐ TRAFFIC CONES |
| ☐ FIRE EXTINGUISHERS – ABC | ☐ VENTILATION EQUIPMENT |
| ☐ RESPIRATORY PROTECTION PROGRAM & EQUIPMENT (APR) | ☐ PPE – PHYSICAL HAZARDS |
| ☐ RESPIRATORY PROTECTION PROGRAM & EQUIPMENT (SAR) | ☐ PPE – CHEMICAL HAZARD |
| ☐ LOCKOUT/TAGOUT PROGRAM & EQUIPMENT | ☐ GFCI EXTENTION CORDS |
| ☐ HOT WORK | ☐ LIGHTING – HAND HELD |
| | ☐ LIGHTING – FIXED/EMERGENCY |
| | ☐ OTHER: |

SECTION 8: COMMUNICATIONS AND SAFE WORK PRACTICES

(A) COMMUNICATIONS – ONSITE

- Whenever possible, communications between site personnel should be face-to-face. When verbal communications is not possible, radio communications shall be established.
- In case of radio communications failure, or when respiratory protection is in use, the following hand signals will be used:

OK; I AM ALL RIGHT; I UNDERSTAND - THUMBS UP

NO; NEGATIVE - THUMBS DOWN

NEED ASSISTANCE - BOTH HANDS ON TOP OF HEAD

DANGER - NEED TO LEAVE AREA, NO QUESTIONS - GRIP PARTNERS WRIST WITH BOTH HANDS

HAVING DIFFICULTY BREATHING - HANDS TO THROAT

(B) COMMUNICATIONS – OFFSITE

- If applicable, telephone communication to the Corporate Office should be established as soon as practical. Telephone numbers that can be used to reach the command post are:
<PHONE NUMBER>

(C) SAFE WORK PRACTICES

1. A "BUDDY SYSTEM" IN WHICH ANOTHER WORKER IS CLOSE ENOUGH TO RENDER IMMEDIATE AID WILL BE IN EFFECT. CLIENTS AND/OR CONTRACTORS MAY SERVE AS A "DESIGNATED BUDDY".
2. WHERE THE EYES OR BODY MAY BE EXPOSED TO CORROSIVE MATERIALS, SUITABLE FACILITIES FOR QUICK DRENCHING OR FLUSHING SHALL BE AVAILABLE FOR IMMEDIATE USE (SEE SECTION 7).



3. DO NOT KNEEL ON THE GROUND WHEN CHEMICAL PROTECTIVE CLOTHING IS IN USE.
4. IF DRILLING EQUIPMENT IS INVOLVED, HAVE A CURRENT UTILITY SURVEY AND KNOW WHERE THE "KILL SWITCH" IS.
5. CONTACT WITH SAMPLES, EXCAVATED MATERIALS, OR OTHER CONTAMINATED MATERIALS MUST BE MINIMIZED.
6. ALL ELECTRICAL EQUIPMENT USED IN OUTSIDE LOCATIONS, WE AREAS OR NEAR WATER MUST BE PLUGGED INTO GROUND FAULT CIRCUIT INTERRUPTER (GFCI) PROTECTED OUTLETS (SEE SECTION 7).
7. IN THE EVENT OF TREACHEROUS WEATHER-RELATED WORKING CONDITIONS (I.E., THUNDERSTORM, LIMITED VISIBILITY, EXTREME COLD OR HEAT) FIELD TASKS WILL BE SUSPENDED UNTIL CONDITIONS IMPROVE OR APPROPRIATE PROTECTION FROM THE ELEMENTS IS PROVIDED.
8. SMOKING, EATING, CHEWING GUM OR TOBACCO, AND DRINKING ARE FORBIDDEN EXCEPT IN CLEAN OR DESIGNATED AREAS.
9. USE OF CONTACT LENSES NEAR CHEMICALS OR DURING USE OF RESPIRATORY PROTECTIONS IS PROHIBITED AT ALL TIMES.
10. GOOD HOUSEKEEPING PRACTICES ARE TO BE MAINTAINED.
11. SITE/FACILITY SPECIFIC SAFE WORK PRACTICES: Continuous monitoring of H₂S, LEL, O₂ and CO with personal Gas Monitors.

SECTION 9: ENVIRONMENTAL MONITORING ☐ **THIS SECTION N/A TO SITE ACTIVITIES**

(A) The following environmental monitoring instruments shall be used on site at the specified intervals and recorded in the site logbook. (NOTE: If monitoring period is "OTHER", monitoring schedule will be attached to this plan.)

- EQUIPMENT #:

TYPE OF READING	READING INTERVAL (CONTINUOUS, HOURLY, DAILY, OTHER)	READING LEVEL (ACCEPTABLE OR UNACCEPTABLE, %)
O ₂ METER	<CONTINUOUS, HOURLY, DAILY, OTHER>	
TOXICS	<CONTINUOUS, HOURLY, DAILY, OTHER>	
CO	<CONTINUOUS, HOURLY, DAILY, OTHER>	
H ₂ S	<CONTINUOUS, HOURLY, DAILY, OTHER>	
OTHER	<CONTINUOUS, HOURLY, DAILY, OTHER>	

PRINTED NAME & DATE: _____

SIGNATURE: _____

- (B) Monitoring equipment is to calibrate according to manufacturers' instructions. Record calibration data and air concentrations in the Health and Safety on-site log book.
- (C) Recommended Action Levels for Upgrade or Downgrade of Respiratory Protection, or Site Shutdown and Evacuation. These are average values. Consideration should be given to the potential for release of highly toxic compounds from the waste or from reaction by-products.



Levels are for persistent (> 10 min) breathing zone measurements in non-confined spaces. For unexpected conditions, stop all work and contact Corporate Health and Safety.

O₂ LEVELS

<19.5%

19.5%-23.5%

>23.5%

ACTION

Level B necessary for work to start/continue. Consider toxicity potential.

Work may start / continue. Investigate changes. Continuous monitoring.

PROHIBITED WORK CONDITION

SECTION 10: PERSONAL MONITORING ☐ **THIS SECTION N/A TO SITE ACTIVITIES**

(A) PERSONAL EXPOSURE SAMPLING (Consider if high levels of noise or high concentrations of lead, mercury or arsenic are present)

- The following personal monitoring will be in effect on site:
 - 1.
 - 2.
 - 3.
 - 4.
- A copy of personal monitoring results is to be sent to Corporate Health and Safety for inclusion in the Employee's Confidential Exposure Record File.

(B) HEAT/COLD STRESS MONITORING

- The expected air temperature will be over 70°F. If it is determined that heat stress or cold stress monitoring is required (mandatory for heavy exertion in PPE at temperatures over 70°F, or at temperatures under 40°F or wind chill equivalent), the **following procedures** shall be followed (describe procedures in effect, for heat stress i.e., monitoring body temperature, body weight, pulse rate; for cold stress i.e., appropriate clothing, shelter breaks):
 - 1.
 - 2.
 - 3.

SECTION 11: CONFINED SPACE ENTRY ☐ **THIS SECTION N/A TO SITE ACTIVITIES**

- If a permit-required confined space entry will be made on site, a copy of the USST Confined Space Entry Program, and a completed USST Confined Space Pre-Entry Inspection Check List will be attached to this plan. A Confined Space Entry Permit must be completed and posted outside the confined space prior to entry, and the entry will follow the USST Confined Space Entry written program. Permits are to be saved and logged with project documentation.

SECTION 12: PERSONAL PROTECTIVE EQUIPMENT (PPE)

- LIST ALL PPE CODES THAT APPLY. USE SAME CODES FOR CLOTHING AND BOOTS OF SAME MATERIAL.
- RESPIRATORY PROTECTION WILL BE UPGRADED UNDER THE FOLLOWING CONDITIONS:



DANGEROUS LEVELS OF M2S OR OTHER GASES.

- THE FOLLOWING CARTRIDGE CHANGE-OUT SCHEDULE IS TO BE FOLLOWED ONSITE (ATTACH ANY CALCULATIONS TO PLAN):

TASK*	RESPIRATORS & CARTRIDGE ¹	USE** (See Section 16)	CLOTHING	GLOVES	BOOTS	OTHER

PPE CODES:

RESPIRATORS ¹	CARTRIDGES ¹	CLOTHING	GLOVES ²	BOOTS	OTHER
HF = Half Face APR	P = Particulate	N/S = No Special	Co = Cotton	SL = Leather Safety	HH = Hard Hat
FF = Full Face APR	OV = Organic Vapors	C = Coveralls	Le = Leather	H = Hip (Fireman)	G = Safety Glasses
ESCBA = Escape Bottle	AG = Acid Gas	T = Tyvek	N = Nitrile	O = Latex Overboots	GP = Glare Protection
SAR = Airline	Mult = Multi Gas/Vapor	Sx = Saranex	B = Butyl		GI = Goggles – Impact
SCBA = SACB	Other	PT = PE Tyvek	Neo = Neoprene		GS = Goggles – Splash
			V = Viton		FS = Face Shield
			PVC = Polyvinyl Chloride		HP = Hearing Protection
			PVA = Polyvinyl Alcohol		
			Other		



SECTION 13: EMERGENCY ACTION PLAN

- The following standard emergency response procedures will be used by onsite personnel. The Site Safety Officer shall be notified of any onsite emergencies and be responsible for ensuring that the appropriate procedures are followed.

(A) EVACUATION

- All work activities are suspended and the site is to be EVACUATED IMMEDIATELY, when there is a threat to life or health as determined by individual good judgment, i.e. fire, hazardous chemical spill, dangerous gas leak, severe weather (i.e., tornado); or when notified by other site / facility staff and local fire or police officials.
- If an evacuation is called for, the emergency alarm system for weather-related, medical, fire and other evacuation emergencies is: <INSERT>
- Evacuation from the Exclusion Zone should whenever possible occur through the decontamination line. In those situations where egress in this manner cannot occur, the following emergency escape routes have been designated (document on map if possible).

(B) FIRE OR EXPLOSION

- Upon discovery of a fire or an explosion, the above-designated emergency signal shall be sounded and all personnel shall assemble at the decontamination line. The fire department is to be notified and all personnel moved to a safe distance (minimum 250') from the involved area.
- If a person's clothing should catch fire, burning clothing may be extinguished by having the individual drop to the floor and roll. If necessary, physically restrain the person and roll them around on the floor to smother the flames. Use a fire blanket or extinguisher if one is readily available and you have been trained in its use. Call emergency medical services if not already done so.
- If a person's clothing should become saturated with a chemical, douse the individual with water from the nearest safety shower if available. Consult the chemical Material Safety Data Sheets (MSDSs) for further information. Call emergency medical services if indicated by the MSDSs.
- **NEVER RE-ENTER THE SITE/FACILITY** until the emergency has been declared over and permission to re-enter has been given by site/facility health and safety staff or local fire or police officials. If any staff is unaccounted for, notify an individual in charge.

(C) MEDICAL EMERGENCY

- If you discover a medical emergency and are by yourself, **CALL OUT FOR HELP**. When someone arrives, tell them to call for help. If no one comes or you know you are alone, provide whatever care you can for 1 minute, then make the call yourself. (See Section 2)
- Upon notification of an injury in the Exclusion Zone, the designated emergency signal shall be sounded. All site personnel shall assemble at the decontamination line. The SSO or alternate should evaluate the nature of the injury, and the affected person should be decontaminated to the extent possible prior to movement to the Support Zone. The onsite CPR/FA personnel shall initiate the appropriate first aid, and contact should be made for an ambulance (and other emergency services as needed) and with the designated medical facility (if required). No persons shall reenter the Exclusion Zone until the cause of the injury or symptoms is determined.
- The hospital is **20** minutes from the site. Ambulance response time is <#> minutes.

(D) SAFETY EQUIPMENT FAILURE



- If any other equipment (i.e., air monitoring) on site fails to operate properly, the FTL and/or SSO shall be notified to determine the effect of this failure on continuing operations on site. If the failure affects the safety of personnel or prevents completion of the Work Plan tasks, all personnel shall leave the work area until the situation is evaluated and appropriate actions taken.

(E) FOLLOW UP

SECTION 14: EMPLOYEE ACKNOWLEDGEMENTS

ROLE	NAME	DATE
PROJECT MANAGER		
PROJECT LEADER		
LOCAL H&S COODINATOR		
COPORATE H&S		

I acknowledge that I have read the information on this HASP, attached Material Safety Data Sheets (MSDSs), DOT Emergency Response Guides, and Health and Safety Programs. I understand the site / facility hazards as described and agree to comply with the contents of the plan.

EMPLOYEE NAME (PRINT)

EMPLOYEE NAME (SIGNATURE)

VISITOR NAME (PRINT)

ATTACHED DOCUMENTS:

- SITE MAP
- HOSPITAL DIRECTIONS
- HAZARD COMMUNICATION WRITTEN PROGRAM
- PERSONAL PROTECTIVE EQUIPMENT WRITTEN PROGRAM
- EMERGENCY ACTION PLAN
- CONFINED SPACE ENTRY WRITTEN PROGRAM
- RESPIRATORY PROTECTION PROGRAM
- EVACUATION ROUTES
- DOT ERG GUIDES
- OTHER:



CONFINED SPACE EMERGENCY RESCUE PROCEDURE

This procedure is designed to safely remove injured employees from a confined space with little or no risk to other employees.

Refer to the **CONFINED SPACE PROGRAM** for entry procedures.

Emergency rescue from a confined space by U.S. Submergent personnel shall occur only in cases of immediately life-threatening occurrences such as heart attack or lack of consciousness. Local Fire Department will perform all other Emergency rescue.

I. RESCUE EQUIPMENT AND SETUP

Rescue equipment to be used by U.S. Submergent personnel a retrieval system and body harnesses to be worn by employees going into the confined space.

Personnel entering the confined space will put the body harnesses on before going into the space. All atmospheric testing and ventilation shall be conducted according to the established **CONFINED SPACE PROGRAM**. **Under no circumstances will the safety observer enter the confined space.**

II. EMERGENCY RESCUE PROCEDURE

If for any reason during the course of working in the confined space an employee becomes ill or injured and a removal must be carried out, the safety observer will immediately use the radio to call the for help giving location and condition of individual needing assistance.

The observer will remain in contact with individuals in the confined space. (Employee in space not breathing or suffering a heart attack) The competent person will signal the observer either verbally or by hand gestures to begin removal of injured employee. The Attendant will assist by guiding the injured person through the space while the safety observer uses the retrieval system to pull injured person out of the space.



U.S. SUBMERGENT
TECHNOLOGIES

Project Number:
Project Manager:
Prepared by:

Client/Project Name:
Project Leader:
Date:

PROJECT EXECUTION PLAN



Directions to Hospital

<INSERT MAP>

Site Overview

<INSERT MAP>



CITY OF PORT ORANGE

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

ADDENDUM NO. # 1 **August 14, 2018**

ITB #18-23 MASTER LIFT STATION CLEANING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated 07-27-18 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

Site visits are available on 8/20/2018 after 1:00 P.M. Please call Steve Parnell- Reclaimed Water Production Manager before your arrival at (386) 506-5786

B. QUESTIONS AND ANSWERS:

1. What is the budget for this project?
Answer: \$150,000 is budgeted.
2. Is there a payment and performance bond required?
Answer: No.
3. Is there a site visit?
Answer: Please see above in Clarification.
4. Do you have past pricing?
Answer: Yes. Typically, less than 25k per cleaning.
5. Does the City provide Bypass pumps?
Answer: Yes.

6. Does the city haul away the material that we clean?
Answer: Yes.
7. Do you do one lift station after another?
Answer: Yes.
8. How many days does it take to clean all lift stations?
Answer: Typically, a crew can do it in 4 days.
9. It says that we need to assist with the bypass pumps. How many guys do you need?
Answer: No separate crew is needed. Just a couple guys to help hook up the hoses.
10. Do you have bypasses around the pump stations?
Answer: Only two with in-ground bypasses. All other are bypassed with trailered units.
11. What size lines come in?
Answer: It varies from 12 to 30 inches.
12. Are there drawings of the stations?
Answer: Yes.
13. Do you normally have days between each pump station?
Answer: Usually Wednesday is another setup day for the City.
14. How far are the pump stations apart from where were dumping at the plant?
Answer: Mileages from the plant.
Ponce Master – 12 miles
Williamson Master – 10 miles
Herbert Master – 4 miles
East Master – 0
West Master – 0
15. When you guys pump down, how much water left?
Answer: About 2 feet and there are manholes right next to them to drain into.

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

END OF ADDENDUM NO. #1

U.S. Submergent Technologies
844-765-7866
6450 University Blvd, Unit 1
Winter Park, FL 32792

Bank of America
390 N Orange Ave, Suite 900
Orlando, FL 32801
63-4/630
63-4/630

5585

08/30/2018

PAY TO THE
ORDER OF

City of Port Orange

\$ **2,480.00

Two thousand four hundred eighty and 00/100*****

DOLLARS

City of Port Orange
FL United States

MEMO


AUTHORIZED SIGNATURE

⑈005585⑈ ⑆063000047⑆ 898022573112⑈

U.S. Submergent Technologies

08/30/2018

City of Port Orange

5585

Bid Bond

2,480.00

1010.02 BOA - Operating 3112

2,480.00

U.S. Submergent Technologies

08/30/2018

City of Port Orange

5585

Bid Bond

2,480.00

1010.02 BOA - Operating 3112

2,480.00

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7– Statement of Vendor’s Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Listing of Subcontractors
- ☒ Form 7.10 – Local Business Affidavit of Eligibility N/A
- ☒ 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: Danus Utilities, Inc.
Name of Business


Authorized Signature

8/31/2018
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):

Danus Utilities, Inc.
NAME OF BUSINESS

[Signature]
AUTHORIZED SIGNATURE

Daniel J Pardus
NAME, TITLE, TYPED

27-0404772
FEDERAL IDENTIFICATION #

PO Box 291761
MAILING ADDRESS

Port Orange, FL 32129
CITY, STATE & ZIP CODE

386-233-5588
TELEPHONE NUMBER / FAX NUMBER

dan@danusutilities.com
E-MAIL ADDRESS

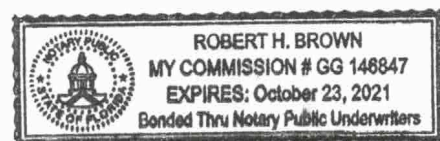
STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this day of August 31, 2018 by Daniel J Pardus, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: October 23, 2021

[Signature]
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 8/14/2018 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."

Danus Utilities, Inc.

Name of Business

By: [Signature]

Printed Daniel J Pardus Name: _____

Title: President

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 31 day of August, 2018, by
Daniel J Pardus, as President of

(NAME) (TITLE)
Danus Utilities, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

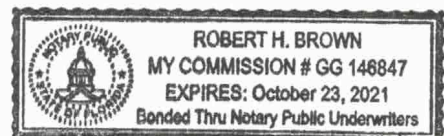
☐ has produced PK as identification.

[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:
October 23, 2021

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.

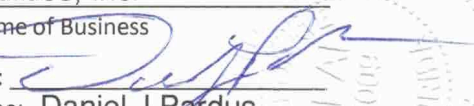
In order to have a drug-free workplace program, a business shall:

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.

Danus Utilities, Inc.

Name of Business

By: 

Printed Name: Daniel J Pardus

Title: President

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 31 day of August, 2018, by
Daniel J Pardus, as President of

(NAME)

(TITLE)

Danus Utilities, Inc.

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

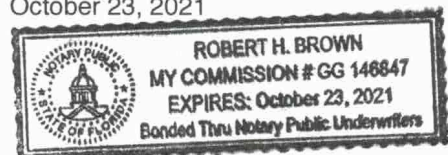
☐ has produced PK as identification.

This document must be completed and returned with your Submittal



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:
October 23, 2021



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 Daniel J Pardus, who, being by me first duly sworn, made the following statement:

1. The business address of Danus Utilities, Inc. (name of Offeror or business) is 2320 Beardall Ave, Sanford, FL 32771.
2. My relationship to Danus Utilities, 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 Daniel J Pardus. 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.)

Danus Utilities, Inc.

Name of Business

By: [Signature]

Printed Name: Daniel J Pardus

Title: President

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 31 day of August, 2018, by Daniel J Pardus, as President of Danus Utilities, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

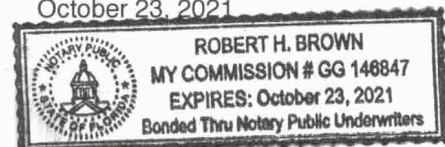
☐ has produced PK as identification.

This document must be completed and returned with your Submittal

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

October 23, 2021



FORM 7.6 – ANTI-COLLUSION FORM

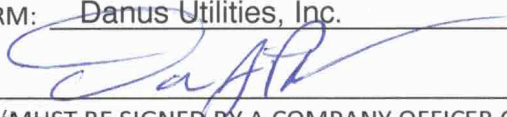
ANTI-COLLUSION STATEMENT BID FORM:

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: Danus Utilities, Inc.

SIGNED BY: 

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

PRINTED SIGNATURE: Daniel J Pardus

TITLE: President

ADDRESS: 2320 Beardall Ave

Sanford, FL 32771

CITY: STATE: ZIP CODE:

386-233-5588

TELEPHONE: FAX: 407-878-1254

COMPLETION TIME: 1 to 2 weeks per cleaning.

F.E.I.N. NUMBER: 27-0404772

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. Danus Utilities, Inc.
- B. Permanent main office address. 2320 Beardall Ave
Sanford, FL 32771
- C. Date organized. 6/22/2009
- 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? 9 Years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached 1
- G. General character of work performed by your company. Certified Underground Utilities and Excavation Contractor, Lift Station/Manhole Construction and Rehabilitations, Sewer and Water Works.
- 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 Attached 2
- K. List your major equipment currently owned or leased.
See Attached 3
- L. Experience in work similar to this type of project.
Port Orange Master Lift Stations Cleanings, City of Deltona Master Lift Station Cleanings and South Daytona Master Lift Station Cleanings
- M. Background and experience of the principal members of your organization, including the officers.
See Attached 4
- N. Credit currently available: \$ 200,000.00
- O. Give bank reference: PNC Bank Port Orange - 1661 Taylor Rd, Port Orange, FL 32128, (386) 304-1649
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes Upon Request

(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.

Danus Utilities, Inc.

Name of Business

By: [Signature]

Printed Name: Daniel J Pardus

Title: President

STATE OF FLORIDA

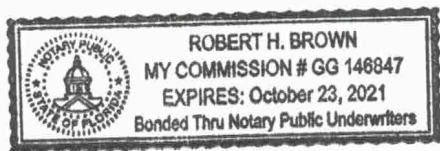
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 31 day of August, 2018, by
Daniel J Pardus, as President
of Danus Utilities, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced PK as identification.



[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration: October 23, 2021

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: City of South Daytona
Contact Person: Mark Smith
City, State: South Daytona
Telephone Number: 407-542-8739
Email Address: msmith@southdaytona.org
Description of goods or
Services provided: Master Lift Station Cleanings, Manhole and Lift Station Rehabilitations
Contract Amount: Various
Start/End Date of Contract: Various
2. Company Name: City of Deltona
Contact Person: Bob Serpa
City, State: Deltona, FL
Telephone Number: 386-878-8100
Email Address: rserpa@deltonafl.gov
Description of goods or
Services provided: Master Lift Station Cleanings, Manhole and Lift Station Rehabilitations
Contract Amount: Various
Start/End Date of Contract: Various
3. Company Name: Brevard County
Contact Person: Craig Helpling
City, State: Viera, FL
Telephone Number: 321-633-2089
Email Address: Craig.Helpling@brevardfl.gov
Description of goods or
Services provided: Master Lift Station Cleanings, Manhole and Lift Station Rehabilitations
Contract Amount: Various
Start/End Date of Contract: Various

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: B & D Enterprises

Description of Work: Vactor

Percent of Contract Price: 10

Previous Experience Together: Yes/No Yes

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 similar documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange Code 2-20, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. A Port Orange business local bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; a Volusia County business local bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; a State of Florida business local 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

N/A

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 18-23

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:

Danus Utilities, Inc.

CONTACT PERSON:

Daniel J Pardus

EMAIL ADDRESS:

dan@danusutlities.com

AUTHORIZED SIGNATURE:

[Handwritten Signature]

MASTER LIFT STATION CLEANING

ITEM #	DESCRIPTION	QTY	UNIT	PRICE/EACH CLEANING	PRICE
CLEAN THE CITY OF PORT ORANGE'S FIVE MASTER LIFT STATIONS OF RAGS, GRIT, GREASE AND SAND PER SPECIFICATIONS					
1	Herbert & Nova Master Lift Station	2	EA	\$ 4,400.00	\$ 8,800.00
2	Ponce Inlet Master Lift Station	2	EA	\$ 4,400.00	\$ 8,800.00
3	East Reclaimed Plant Master Lift Station	2	EA	\$ 4,300.00	\$ 8,600.00
4	West Reclaimed Plant Master Lift Station	2	EA	\$ 4,300.00	\$ 8,600.00
5	Williamson Regional Master Lift Station	2	EA	\$ 4,200.00	\$ 8,400.00
TOTAL BASE BID					\$ 43,200.00

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Danus Utilities, Inc. as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2320 Beardall Avenue, Sanford, FL 32771 Tel.: 386-233-5588, (hereinafter called "PRINCIPAL"), and North American Specialty Insurance Company as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 5200 Metcalf Avenue, Overland Park, KS 66202-1391 Tel.: 913-676-5200 (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 Forty-Three Thousand, Two Hundred dollars and 00/100 (\$ 43,200.00), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated August 31, 2018, for:

Project Name / Bid No.: MASTER LIFT STATION CLEANING / ITB #18-23

Project Address: 5 locations within the City of Port Orange, Florida

Legal Description: See Attached

Description of Work: Clean the City of Port Orange's Five Master Lift Stations of Rags, Grit, Grease and Sand.

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 31st day of August, 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: Danus Utilities, Inc.

[Signature]
Signature
President
Corporate Officer & Title

ATTEST:

[Signature]
Signature
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

[Signature]
[Signature]

SURETY: North American Specialty Insurance Company

[Signature]
Attorney-in-Fact (signature)
Teresa L. Durham, Attorney-in-Fact
Name & Title
Teresa L. Durham, FL Licensed Resident Agent
Name of Local Resident Agent
Overland Park, KS 66202-1391
City, State, Zip
913-676-5200
Telephone:
A.M. Best No.: A+, XV NAIC No.: 29874

ATTEST:

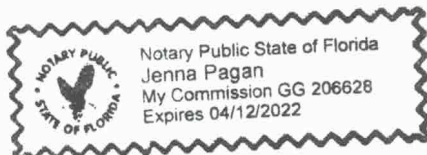
[Signature]
Signature
Susan L. Reich
Corporate Secretary (Affix Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

Before me this day personally appeared Teresa L. Durham (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the North American Specialty Insurance * (corporate surety) and that this person has been authorized by North American Specialty Insurance ** (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
Teresa L. Durham

Sworn to / Affirmed and subscribed before me this 31st day of August, 2018, by Teresa L. Durham who is personally known to me or who produced N/A as identification.



NOTARY PUBLIC - STATE OF FLORIDA
Type or print name: Jenna Pagan
Commission No.: GG 206628
Commission Expires: 04/12/2022
(Seal)

END OF BID BOND

*Company
**Company

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 18-23

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: **Danus Utilities, Inc.**

CONTACT PERSON: **Daniel J Pardus**

EMAIL ADDRESS: **dan@danusutlities.com**

AUTHORIZED SIGNATURE: _____

MASTER LIFT STATION CLEANING

ITEM #	DESCRIPTION	QTY	UNIT	PRICE/EACH CLEANING	PRICE
CLEAN THE CITY OF PORT ORANGE'S FIVE MASTER LIFT STATIONS OF RAGS ,GRIT, GREASE AND SAND PER SPECIFICATIONS					
1	Herbert & Nova Master Lift Station	2	EA		\$ -
2	Ponce Inlet Master Lift Station	2	EA		\$ -
3	East Reclaimed Plant Master Lift Station	2	EA		\$ -
4	West Reclaimed Plant Master Lift Station	2	EA		\$ -
5	Williamson Regional Master Lift Station	2	EA		\$ -
TOTAL BASE BID					\$ -



NORTH AMERICAN SPECIALTY INSURANCE COMPANY
A New Hampshire Corporation

BALANCE SHEET AS OF DECEMBER 31, 2017
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

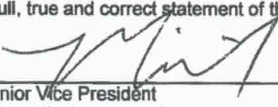
ASSETS

Cash	30,177,092
Bonds	302,520,193
Other Invested Assets	82,438,953
Other Admitted Assets	95,286,978
TOTAL ADMITTED ASSETS	510,423,216

LIABILITIES

Reserve for Unearned Premiums	19,822
Reserve for Losses and Loss Adjustment Expenses	26,206,755
Funds Withheld	9,571,995
Taxes and Other Liabilities	153,187,025
Surplus	321,437,619
TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS	510,423,216

The undersigned, being duly sworn, says: That he is Senior Vice President of North American Specialty Insurance Company, Overland Park, Kansas that said company is a corporation duly organized, existing by virtue of the Laws of the State of New Hampshire and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2017.



Michael A. Ito, Senior Vice President
North American Specialty Insurance Company

Subscribed and sworn before me,
this 26th day of March, 2018



Notary Public



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, GLORIA A. RICHARDS, CHERYL FOLEY, LISA ROSELAND, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN and SARAH K. O'LINN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of February, 20 18.

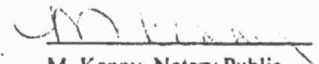
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 22nd day of February, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

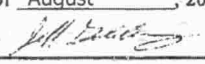
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of August, 20 18.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



**FLORIDA
SURETY
BONDS, INC.**

Phone 407-786-7770

Maitland, FL



Attachment No.: 1

2320 Beardall Ave, Sanford, FL 32771 ♦ P.O. BOX 291671, Port Orange, FL 32129 ♦ (386) 233-5588
State License # CUC 1224744

OPEN CONTRACTS				
		CONTRACT NAME	OWNER INFORMATION	VALUE
		Brevard County Lift Stations J-02 Rehabilitation	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helping 321-633-2089	\$ 644,500.00
		Town Of Longboat Key -Lift Station 9-D Rehabilitation	Town of Longboat Key 501 Bay Isles Road Longboat Key, FL 34228 Bert Warner: 941-316-1988	\$ 79,307.30
		Town Of Longboat Key -Lift Station 3-A Rehabilitation	Town of Longboat Key 501 Bay Isles Road Longboat Key, FL 34228 Bert Warner: 941-316-1988	\$ 65,056.00
		Lift Station X-15 Rehabilitation	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helping 321-633-2089	\$ 110,800.00
		Lift Station T-11 Rehabilitation	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helping 321-633-2089	\$ 101,000.00
		Lift Station T-24 Rehabilitation	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helping 321-633-2089	\$ 117,000.00
		Lift Station 60 Automatic Tranfer Switch Upgrade	Utilities Commission City of New Smyrna Beach 200 Canal St New Smyrna Beach, FL 32168 386-427-1461	\$ 672,500.00
		Lift Station T-28 Rehabilitation	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helping 321-633-2089	\$ 241,000.00
		Lift Station T-29 Rehabilitation	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helping 321-633-2089	\$ 148,500.00
		Brevard County Lift Stations T-14 Rehabilitation	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helping 321-633-2089	\$ 340,800.00



2320 Beardall Ave, Sanford, FL 32771 ♦ P.O. BOX 291671, Port Orange, FL 32129 ♦ (386) 233-5588
State License # CUC 1224744

Attachment No.: 2

Job References				
START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION	VALUE
3/10/12	5/16/12	Re-piping of 12 lift stations - Including: new precast	City of Cocoa Beach 2 S. Orlando Ave Cocoa Beach, FL 32932 Chris Collier 321-433-8811 Engineering: City Engineer	\$ 173,680.00
1/2013	2/2013	Lift Station #11 Rehabilitation - Including: By-passing, electrical, pipes valves and fittings	City of Holly Hill, FL 1065 Ridgewood Ave Holly Hill, FL 32117 Todd Plank - 386-566-7189 Engineering: Quentin L Hampton & Associates (386) 761-6810	\$ 109,680.00
11/2013	12/2013	2013 Group 1 Rehabs (6-Lift Stations)	Manatee County, FL 1112 Manatee Avenue West Bradenton, FL 34205 Nick Wagner - 941-920-0393 Engineering: County Engineer	\$ 282,520.00
11/2013	12/2013	Lift Station Rehabilitation - 5th and Bavier. Including: By-passing new fiberglass liner and top slab.	City of Sanford, FL 300 N Park Avenue Sanford, FL 32771 Richard Casella - 407-417-7355 Engineering: City Engineer	\$ 106,530.00
5/19/14	5/23/14	Lift Station Rehabilitation - Norma St. Including: By-passing, electrical and installation of riser rings.	City of Port Orange, FL 1000 City Center Circle Port Orange FL, 32129 Fred Griffith - 386-506-5753 Engineering: City Engineer	\$ 26,490.50
8/5/13	8/16/13	Lift Station T-03 & T-64 Rehabilitations - Including: By-passing, electrical, pipes valves and fittings	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helpling 321-633-2089 Engineering: County Engineer	\$ 287,450.00
2014	2014	Various Lift Station Rehabilitations - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	City of Deltona, FL 2345 Providence Blvd Deltona, FL 32725 Scott Ruland 386-804-2372 Engineering: City Engineer	\$ 203,023.00
2/10/14	4/11/14	Waste Water Treatment Plan Headworks Rehabilitation - Including: By-pass of 6 MGD, coating of structure.	City of Port Orange, FL 1000 City Center Circle Port Orange FL, 32129 Fred Griffith - 386-506-5753 Engineering: Quentin L Hampton & Associates (386) 761-6810	\$ 536,480.00
3/24/14	3/28/14	Install water service and gravity sewer laterals	City of New Smyrna Beach 210 Sams Ave New Smyrna Beach, FL 32168 Randy Walters - 386-424-3026 Engineering - City Engineer	\$ 43,250.00
05/2014	05/2014	Lowes Gravity Improvements - Including: Install new 8' x 18' deep precast, lift station valve box, electrical, 5000' of 8", 6", and 4" force main, demo old drain field and pumping station.	Lowes Home Centers Howard Bayless 863-680-2293 Engineering: Upham & Associates 386-672-9515	\$ 421,000.00
5/9/14	5/16/14	Various Lift Station Repipes - including: By-pass and piping.	City of Ormond Beach, FL 22 South Beach Street Ormond Beach, FL 32174 Thom Masnara 386-295-2067 Engineering - City Engineer	\$ 56,750.00



2320 Beardall Ave, Sanford, FL 32771 ♦ P.O. BOX 291671, Port Orange, FL 32129 ♦ (386) 233-5588
State License # CUC 1224744

Attachment No.: 2

Job References				
5/29/14	6/24/14	4 Lift Station Rehabilitations - Including: By-pass, new precast , electrical and pipes valves and fittings.	City of Deltona, FL 2345 Providence Blvd Deltona, FL 32725 Scott Ruland 386-804-2372 Engineering - City Engineer	\$ 68,400.00
05/2014	05/2014	Lift Stations 2A and 2B Rehabilitation - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	Town of Longboat Key, FL 501 Bay Isles Road Longboat Key, FL 34228 Brad Walter Phone: 941- 316-1999 Engineering: DMK Engineering 941-412-1293	\$ 213,014.00
02/2015	03/2015	Town of Longboat Key Lift Station 8F Rehabilitation - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	Town of Longboat Key, FL 501 Bay Isles Road Longboat Key, FL 34228 Brad Walter Phone: 941- 316-1999 Engineering: DMK Engineering 941-412-1293	\$ 261,393.00
04/2015	06/2015	Volusia County Lift Station Project, Rehabilitation of Lift Stations SE1, SE6 and SE11 - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	Volusia County, FL 123 W Indiana Ave Deland, FL 32720 Scott Mays 386-943-7027 Engineering: Jones, Edmunds & Associates 800-237-1053	\$599,297.00
05/2015	06/2015	Installation of fiberglass liner in existing manhole on Raper Dairy Road for the City of Orlando, FL	Insituform Technologies, Inc. 3016 N Hwy 301 N Tampa, FL 33619 Brandon Gerber 813-627-0007	\$85,000.00
06/2015	07/2015	Sagittarius Pump Station Improvements - By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	South Seminole & Orange County Waste Water Transmission Authority Engineering: Reiss Engineering Weston Haggen 407-679-5358	\$193,308.00
08/2015	08/2015	Holly Hill Lift Station # 6 Rehabilitation Project - Bid # 14-WW01 Including- By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Walt Smyzer 386-248-9463 Engineering: Quentin L Hampton Associates 386-761-6810	\$247,761.00
09/2015	10/2015	Holly Hill Lift Station # 17 Rehabilitation Project - Bid # 15 WW02. Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Walt Smyzer 386-248-9463 Engineering: Quentin L Hampton Associates 386-761-6810	\$208,990.00
10/2015	11/2015	Ormond Beach Saddler's Run Lift Station Rehabilitation Project - Bid # 2015-25: Including - By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174 Ron Burk 386-676-3368 Engineering: Quentin L Hampton Associates 386-761-6810	\$179,450.00

Job References				
11/2015	11/2015	City of Deltona Whitewood and Wellington Rehab Project - ITB # PW 15-10: Including - Removal and replacement of the manhole immediately upstream of lift station #1 and lining of wetwell. Demolition and removal of existing manhole, by-pass pumping, installation of replacement manhole with liner and additional piping required to reestablish the connections and also the lining of existing wetwell.	City of Deltona 2345 Providence Blvd. Deltona, FL 3725 Phyllis Wallace 386-878-8965 Engineering: Quentin L Hampton Associates 386-761-6810	\$93,250.00
12/2015	02/2016	Brevard County Lift Station S-07 Replacement - Bid No. B-4-15-90: Including - The modification to existing wet well, removal of pumps, pumps building, control panel, tower, meter and all electrical connections. The work also consists of installing new sanitary wet well, dual submersible pumps, force main, control panel, transfer switch, telemetry tower and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helping 321-633-2089 Engineering: Quentin L Hampton Associates 386-761-6810	\$440,339.00
06/2016	08/2016	SSNOCWTA - Five Points and Consumers Lift Stations Improvements - 2015-16-14: Including - By-pass, Demolition of existing equipment, replacement of risers, replacement of piping valves and fittings, installation of odor control, replace electrical and instrumentation, Installation of new generator ATS and related items.	SSNOCWTA PO BOX 941837 Maitland, FL 32794 Reiss Engineering: Eric Gassen 407-679-5358	\$ 536,180.00
05/2016	06/2016	Brevard County Lift Station F-10 Electrical Upgrade - B-4-16-17: Including furnishing and installing a Triplex Pump Control Panel, electrical disconnects, battery charging system for the existing emergency generator, complete and integrated grounding system, and making improvements to instruments, controls, alarms, and lighting. This work also involves the re-installation of an Owner-furnished RTU system and includes providing and maintaining a temporary bypass pumping system, performing required demolition of old components, performing all demonstration tests, and furnishing and installing all hardware, fasteners, conduits, wiring, and other incidentals.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helping 321-633-2089 Tetra Tech (Engineering): Rasesh Shah 407-480-3926	\$ 209,000.00
08/2016	11/2016	Brevard County Lift Stations B-08 and B-11 Replacement - Bid No. B-4-16-13: Including: Demolition, bypass pumping, installation of gravity lines and manhole, installation of wet well, pumps, piping and valves, electrical, control panel, telemetry tower, antenna, and RTU, fence, gate, concrete driveway and ground cover, and restoration.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helping 321-633-2089 Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	\$ 830,950.00
12/2016	02/2017	City of Holly Hill Lift Station 16 Rehabilitation - BID NO. 16WW01: Including demolition, bypass pumping, supply and installation of PVF, pigging, electrical, directional drill of HDPE force main, tie-in to existing lift station and manhole, air release valve assembly, abandoning of existing force main, MOT and restoration.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Walt Smyzer 386-248-9463 Engineering: Quentin L Hampton Associates 386-761-6810	\$ 236,640.00
12/2016	01/2018	Brevard County Lift Stations S-09 and S-15 Replacement - Bid No. B-4-16-88: Including - The project consists of replacing two (2) existing "dry-well" lift stations with new submersible lift stations (Using Tremmie method), including new valve pads, tie-in to the existing force mains, new power service, new control panel, new telemetry tower (with a 3KVA step down transformer), site grading, chain link fence and gates, new access driveway.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helping 321-633-2089 Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	\$ 1,205,242.00
02/2017	05/2017	City of Ormond Beach - Lift Station 8M-1 Improvements - BID NO. 2016-05: Work includes electrical improvements: replacement of the existing valve box; rehabilitation of the existing perimeter knee wall; wet well improvements, including replacement of the existing top slab, lining the existing wet well interior and replacement of the existing riser pipes, guide rails, brackets and pumps. In addition, the work includes removal of an existing camphor tree stump; lining of an existing manhole; replacement of a settled gravity sewer main and surface restoration.	City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174 Ron Burk: 386-676-3368 Engineering: McKim & Creed, Inc. 139 Executive Circle, Suite 201 Daytona Beach, FL 32114 Scott Spooner: 386-274-2828	\$ 216,050.00

Job References				
01/2017	08/2017	SSNOCWTA - Winter Park Central Lift Stations Improvements - 2015.16-33: Including By-pass, Demolition of existing equipment, replacement of risers, replacement of piping valves and fittings. Concrete/grout repair for base plates and voids. Installation of steel plate for riser pipes, wet well catchment bowl and drop pipe, guide rails, swing gate, crane hoist and runway beam, sluice gate, hatches for effluent vault, wet well and influent control structure, wet well and influent control structure liners. Replace electrical and instrumentation. Canopy structure and restoration.	South Seminole & Orange County Waste Water Transmission Authority Engineering: Reiss Engineering 407-679-5358	\$ 589,093.50
09/2017	01/2018	Brevard County - Lift Station S-17 Replacement - Replace the existing dry well/wet well S-17 Lift Station within the public Right-of-Way for Burns Boulevard. The new lift station will consist of a 10 foot diameter wet well and twin 10 horsepower submersible pumps. A proposed 10 inch force main will connect to an existing 10 inch force main located within Burns Boulevard. The existing dry well will be cut down below grade and filled with sand. The existing wet well will be converted to a terminal manhole and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helpling 321-633-2089 Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	\$ 499,948.00
8/2017	OPEN	Town of Longboat Key - 7 Lift Station Rehabilitation Project - Including: By-pass pumping. Replacement of pipes, valves and fittings, base plates, guide rails, top slab and hatches and coatings.	Town of Longboat Key 501 Bay Isle Road Longboat Key, FL 34228 Brad Walter - 941-316-1999 Engineering: Town of Longboat Key 321-269-7847	\$ 557,969.51
02/2017	02/2018	Brevard County - Lift Station C-12 Rehabilitation - The project consists of rehabilitation of Lift Station C-12 to include rehabilitation of the existing wet well; removal and disposal / salvaging of existing pumps, valves, fittings and piping from the dry pit; demolition of the top five (5) feet of dry pit and filling it with suitable soil; construction of an above ground valve pad; installation of new pumps, base elbows, discharge piping, valves, and fittings and connection to the existing force main; installation of a electrical control panel, pedestal box, RTU panel with antenna. The project also involves site improvements including construction of a fence with gate and an access driveway. By-pass pumping of the wastewater during the rehabilitation of the lift station is included and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Craig Helpling 321-633-2089 Engineering:	\$ 234,580.00
01/2018	06/2018	Seminole Tribe of Florida - Hollywood Police Station Rehabilitation - This sewer lift station rehabilitation project generally consists of demolishing the major components of the existing lift station, except for the wet well, and reconstructing with new components in accordance with STOF Public Works.	Seminole Tribe of Florida 6300 Stirling Road Hollywood, FL 33024 Rudy Garcia - 954-966-6300 Engineering: Jacobs Engineering- Walmer Martinez - 787-901-1627	\$ 233,150.00

EQUIPMENT LIST

1	2015 Dodge 5500 Utility Truck with Auto Crane and Tools. (2)
2	2013 Caterpillar 304 Mini Excavator
3	2013 Caterpillar 259 Skid Steer with Attachments
4	Vermeer 750 Gallon Vactor Trailer
5	2000 Ford F-350 Utility Truck with Auto Crane and Tools
6	Godwin 4" bypass pump (2)
7	2007 Drag Dump Hydraulic Dump Trailer
8	2004 6 x 12 Open Single Axel Trailer
9	McCroy HDPE Butt Fusion Machine
10	Central Thermoplast HDPE Electro Fusion Machine
11	Generators / Welders
12	Vermeer 750 Gallon Vactor Trailer w/ Pressure Cleaning System.
13	Caterpillar 320E
14	2006 Ford F-150
15	Ford F-350
16	2013 Big Tex 14LX Dump Trailer
17	2009 Ford F150
18	1999 8 x 20 Open Dual Axel Trailer
19	Bosh Jack Hammer
20	ISC 695-F4 5HP Concrete Chain Saw
21	Stihl 14" Gas Chop Saws (3)
22	Confined Space Tripods
23	Gas Detectors
24	Hilti Chisel Hammer
25	Compactor / Tamper
26	All Required Piping Tools

**JOEY GUFFENBURG
FOREMAN RESUME**

DANUS UTILITIES, INC. 1/2012 - Present

Started with Danus Utilities, Inc. as a foreman supervising all phases of lift station rehabilitations, manhole lining, water and waste water treatment plant repairs/ improvements, excavation of sanitary sewer/water mains. Management of crew and materials. job and consumer safety control. Joey holds current Confined Space, 10 hour OSHA, Excavation and Trench Safety Certifications and a Class A CDL License. He is a competent heavy equipment operator Backhoe/Loader and has operated heavy equipment since the age of 18. Has been a active working participant on-site at over 100 plus lift station Rehabs or new Lift station installations in the Central Florida area.

MWI WELL POINTING 2/2009 - 1/2012

Joey was hired at MWI as project foreman to handle all aspects of well point setup and installation. Managing 3 employees in the install process and to ensure well pointing was pumping to meet the layout requirements. Operating of heavy equipment required to complete the project.

J & H WATERSTOP, INC. 1/2002 - 6/2009

Joey promoted himself thru the years to Foreman with the lift station division handling the following duties. Installing new and rehab lift station pipe, valves and fittings, construction of new lift stations from the precast only stages. He operates an autocrane, bob cat and backhoe. Assisted in lift station bypassing & dewatering setups for rehabs. Installation of Force main tie-ins and all piping associated with tie-ins. Pouring concrete slabs and driveways. Removal and installation of lift station pumps & controls.

DAN PARDUS

CONSTRUCTION RESUME

1/1993 to 12/1997: Dan Pardus was owner of Multi- Communications and was the foreman and equipment operator supervising crews running conduits on 1-75 installing 20 miles of 4" duct and pull boxes. He also supervised the installation, maintenance, and servicing of all cable systems located in Volusia County, installing coax and fiber cables, jack and boring of roads and driveways, splice taps, setting ground rods, and underground pull boxes. His responsibilities included operating the ditch witch, and plow trencher combo, digging pull boxes in with backhoe, holding pre-construction meetings, reviewing plans, applying for permits, scheduling jobs and material and equipment deliveries, ensuring all work was in compliance with D.O.T and ensuring job site safety and compliance with OSHA regulations.

J & H WATERSTOP, INC. 1/2007 - 1/2009:

Dan Pardus was Project Manager/Superintendent for J & H Waterstop, Inc. supervising lift station rehab jobs for Manatee County, Brevard County, Orange County, The City of Deltona, and the City of Winter Haven. He operated the bobcat and backhoe, supervised dewatering, installations of the piping, valves, fittings, and supervised the force main tie-ins, and supervised subs including electrical, asphalt, and concrete contractors, and supervised crane operators setting structures and performing trench box shoring, and scheduled and performed startup of pumps. His additional duties included preparation of submittals to the engineering firm, holding pre-construction meetings with City Dept. Heads, review of plans, set up by-pass system and maintenance of traffic, ordered and scheduled material and equipment, ensured compliance with &OA' regulations, and was responsible for job site safety and compliance with OSHA regulations. Dan Holds has current DOT Mot Certification and Confined Space Certifications.

DANUS UTILITIES, INC. 2009 - Present

Dan Pardus is the sole owner /operator of Danus Utilities Inc. Dan Pardus purchased the Lift Station Sanitary Sewer division of J & H Waterstop in 2009 and formed Danus Utilities Inc.. Dan holds a current Florida Underground Utility Contractor License. Other Certifications include; Confined Space, 10 hour OSHA, HDPE Butt Fusion Welding, Backflow Repair / Tester and MOT. Danus Utilities currently has 8 full time employees. 3000 sq. ft. shop is located at 3725 Delphini way Sanford Fl. Some equipment owned: 2004 Ford F-350 with utility bed with 3500 lb. Auto crane, (2) fully stocked 2015 Dodge 5500 with Auto Cranes. 2013 Caterpillar Excavator 304 with trailer, 2014 Caterpillar 259 skid steer, 8000 lb. dump trailer, Caterpillar 320 E Excavator, (2) Vermeer Vac-o-Matic 750 Vactor Trailers, HDPE fusion machine, various pipe plugs and chemical grout pump. Danus Utilities Inc. offers complete Rehab services and installation to lift stations, manholes and sanitary sewer force main /gravity sewer connections installation of fiberglass liners in wet wells and manholes. Various coatings to precast surfaces. HDPE electro/butt fusion welding. Chemical pump grouting of precast structures. Vactor services, cleaning and lining of lines Dan's success in all his past business ventures is due to the fact he is a hands on owner that works side by side with all his employees to ensure the finished product is the best it can be.

2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P09000053628

Entity Name: DANUS UTILITIES INC

Current Principal Place of Business:

2320 BEARDALL AVE
SANFORD, FL 32771

Current Mailing Address:

P.O. BOX 291671
PORT ORANGE, FL 32129 US

FEI Number: 27-0404772

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PARDUS, DAN J
4133 SADDLE CLUB DR
NEW SMYRNA BEACH, FL 32168 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRES
Name PARDUS, DAN J
Address 4133 SADDLE CLUB DR
City-State-Zip: NEW SMYRNA BEACH FL 32168

Title SECRETARY
Name PARDUS, ALICE M
Address 4133 SADDLE CLUB DR
City-State-Zip: NEW SMYRNA BEACH FL 32168

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAN PARDUS

PRESIDENT

03/15/2018

Electronic Signature of Signing Officer/Director Detail

Date

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PARDUS, DANIEL J

DANUS UTILITIES INC
2320 BEARDALL AVE
SANFORD FL 32771

LICENSE NUMBER: CUC1224744

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



SEMINOLE COUNTY BUSINESS TAX RECEIPT

JOEL M. GREENBERG, SEMINOLE COUNTY TAX COLLECTOR

PO BOX 630 | SANFORD, FL 32772 | 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/18

DANUS UTILITIES INC
3725 NASEEM LN
SANFORD, FL 32771

Account #: 197339

DAN J PARDUS (OFFICER)

REGULATED

License # - CUC1224744

Qualifier- DANIEL J PARDUS

**SANFORD CITY LICENSE REQUIRED **

Receipt #: 10272017102411998

Amount Paid: \$ 3.00

Date Paid: 10/24/2017

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

• **REPORT ALL CHANGES:** The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

DANUS UTILITIES INC
3725 NASEEM LN
SANFORD, FL 32771



CITY OF SANFORD
Building Division
PO Box 1788, Sanford, FL 32772-1788

2019

LOCAL BUSINESS TAX RECEIPT

VALID THROUGH SEPTEMBER 30, 2019

**DANUS UTILITIES INC
2320 BEARDALL AVE
SANFORD FL 32771**

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

**Issue Date: August 14, 2018
Business Location: 2320 BEARDALL AVE**

Control Number: 0031005

Receipt Number	Classification	Receipt Amount	Penalty Amount	Total
00044925	FIREINS FIRE INSPECTIONS	50.00	.00	50.00
00044926	5030B CONTRACTOR 5-9 EMPLOYEES	150.00	.00	150.00
RESTRICTION COMMENT		UNDERGROUND UTILITY LOCATOR/CONTRACTOR SUBJECT TO MEETING P & Z CONDITIONS		

**SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2018

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: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 E-MAIL ADDRESS: melissa@catonhosey.com FAX (A/C, No): (386) 760-1770																					
INSURED Danus Utilities, Inc 4133 Saddle Club Dr New Smyrna Beach FL 32168	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>National Builders (Vinings)</td><td>16632</td></tr><tr><td>INSURER B:</td><td>Owners Insurance Company</td><td>32700</td></tr><tr><td>INSURER C:</td><td>Starstone Insurance</td><td>88986</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Builders (Vinings)	16632	INSURER B:	Owners Insurance Company	32700	INSURER C:	Starstone Insurance	88986	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL1862719812 **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 ☒ Contractual Liability ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			PKG-0197186-00	07/02/2018	07/02/2019	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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		\$
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PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			4806741403	07/02/2018	07/02/2019	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			G82835180ALI	07/02/2018	07/02/2019	<table><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
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AGGREGATE	\$ 4,000,000																				
	\$																				
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N		N/A	WCV-0264441-00	07/02/2018	07/02/2019	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

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

CERTIFICATE HOLDER **Proof of Coverage**	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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August 28, 2018

To whom it may concern;

Danus Utilities has completed manhole rehabilitations, lift station rehabilitations and emergency repairs for the city of West Melbourne, FL. Their workmanship and interaction with the public have always been courteous and professional, with all jobs completed to the city's satisfaction.

Mike DeBerry

Maintenance Supervisor

Sewer Department

Jacobs Engineering

City of West Melbourne, FL.



CITY OF HOLLY HILL
The City with a Heart
1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117
www.hollyhillfl.org

**Building,
Zoning,
Licensing &
Inspections**
386-248-9442
Fax 386-248-9498

**City
Clerk**
386-248-9441
Fax 386-248-9448

**City
Manager**
386-248-9425

Fax 386-248-9448

**Economic
Development**
386-248-9444

Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9448

**Human
Resources**
386-248-9440
Fax 386-248-9448

**Information
Technology**
386-248-9449
Fax 386-248-9448

**Public
Works**
386-248-9463
Fax 386-248-9499

**Community
Redevelopment**
386-248-9431
Fax 386-248-9437

**Utility
Billing**
386-248-9432
Fax 386-248-9448

August 20, 2018

To Whom It May Concern,

It is my pleasure to recommend Danus Utilities, Inc. As the Deputy Public Works Director for the City of Holly Hill, Florida, I have worked with Danus Utilities for approximately four years, and have know Dan Pardus for about 10 years though professional associations. The work performed for our City on various wastewater projects has always been to a high quality standard.

I would highly recommend Danus Utilities, Inc.

If you have any questions, or to report the completion of repairs, contact myself at (386) 248-9463 or email me at wsmyser@hollyhillfl.org.

Sincerely,


Walt Smyser
Deputy Public Works Director



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-506-5290
www.port-orange.org

RE: **Danus Utilities, Inc.**
P.O. Box 291671
Port Orange, Fl. 32129

Rick Wilson
Assistant Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
Email: rwilson@port-orange.org

August 17th, 2017

To whom it may regard,

I would like to give my highest recommendation for Danus Utilities, Inc. They have provided excellent service for the City of Port Orange Utilities since September 2009. During the past number of years, the City of Port-Orange has been working with Danus on numerous different kinds of projects we have been pleased with the service they provide. The company offers high quality of services.

Should you have any questions or would like to discuss anything further please feel free to contact me.

Best Regard,

Rick Wilson
386-506-5761



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

August 22, 2018

Letter of Reference for Danus Utilities, Inc.

To Whom It May Concerns:

Danus Utilities, Inc. has been performing wastewater collection rehabilitations for the City of Port Orange since 2009. The firm had completed various types of wastewater collection rehabilitation projects from manhole infiltration and inflow to lift station conversions to wastewater treatment plant rehabilitation.

We have found the firm's construction workmanship to be above and beyond the industry standard. The firm always puts the quality of their work and the best interest of the City in mind on every job and complete their work in a timely manner. At time of utilities emergency, regardless of size and scope, Danus is always available to assist, provides personalized service, and completes the job to our satisfaction.

The City has been completely satisfied with the level of service provided by Danus Utilities and look forward to continuing our partnership on future projects.

Sincerely,


Kenny Ho, P.E.
Engineering and Construction Manager
Public Utilities and Works Department

AUG 22, 2018



BOARD OF COUNTY COMMISSIONERS

Utility Services Department

2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

August 17, 2018

**RE: DANUS UTILITIES, INC.
LETTER OF RECOMMENDATION**

To Whom It May Concern:

On behalf of the Brevard County Utility Services Department, I am happy to furnish this letter of recommendation regarding Danus Utilities, Inc. Using the public bidding process, this agency has employed Danus Utilities on numerous occasions, covering a period of several years. The scope of work for the CIP projects has varied widely, depending upon our infrastructure conditions. However, the contracts have primarily included the need to completely rehabilitate or replace failing sanitary sewer lift stations. Some of the old stations Danus Utilities successfully worked on were more than 60 years old and were heavily deteriorated. Some lift stations were old and storm damaged. Others were located in very constricted sites bordered on all sides by private residential properties. Some had all of these issues in common.

In every instance, Danus Utilities, Inc., has performed exceptionally well. Their professional expertise, involved company management and cooperative business practices have made them a contractor of choice for this agency. I have no reservations in recommending Danus Utilities, Inc., for any similar projects they might bid on.

Sincerely;

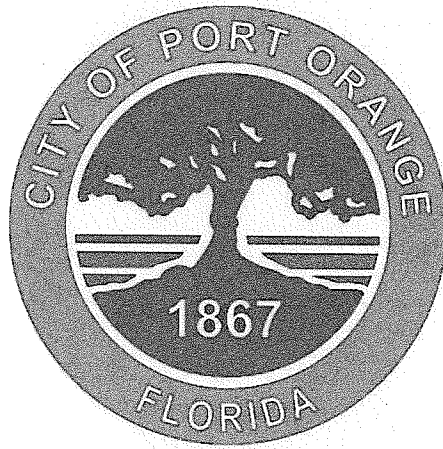
Craig L. Helpling
Construction Manager

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

MASTER LIFT STATION CLEANING

ITB #18-23



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: July 27, 2018

Bid Due Date and Time: August 31, 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 #18-23 MASTER LIFT STATION CLEANING

Notice is hereby given that the City of Port Orange is soliciting bids for **ITB #18-23 MASTER LIFT STATION CLEANING**. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on August 31, 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 and site visit for the project at **10:00 A.M. (local time) on August 10, 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: Clean the City of Port Orange's Five Master Lift Stations of Rags, Grit, Grease, and Sand.

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 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 #18-23 MASTER LIFT STATION CLEANING in the subject line. Last day for questions will be **August 17, 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.

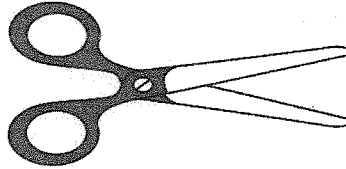
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

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 #18-23 MASTER LIFT STATION CLEANING."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **July 27, 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 #18-23
BID TITLE:	MASTER LIFT STATION CLEANING
DUE DATE/TIME:	August 31, 2018 at 2:30 P.M.
SUBMITTED BY:	National Water Main Cleaning Co. 1806 Newark Turnpike, Kearny, NJ 07032 (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 Cleaning the City of Port Orange's Five Master Lift Stations of Rags, Grit, Grease and Sand per specifications.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: July 27, 2018
Non-Mandatory Pre-Bid Conference August 10, 2018 at 10:00 A.M.
Deadline for Questions: August 17, 2018 by 5:00 P.M.
Final Addendum Posting: August 24, 2018 by 5:00 P.M.
Bids Due: August 31, 2018 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award To 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 and site visit 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 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 #18-23 MASTER LIFT STATION CLEANING" 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, locations 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

Technical Specification

City of Port Orange

Master Lift Stations Cleaning

1. General:

Clean the City of Port Orange's Five Master Lift Stations of Rags, Grit, Grease, and Sand.

1.1 Scope of Work

This Specification covers the work necessary by the contractor (hereinafter referred to as "Contractor") to permit, furnish, provide completed work for cleaning of five master lift stations for the City of Port Orange. In order to maintain operational reliability of our lift stations, bi-annual cleaning to remove rags, grit and grease is required. The Contractor shall provide the services listed in Section 1.2. Locations of stations are listed below. The project shall be completed within 30 days of the Notice to Proceed being issued.

The contractor will address any concerns with site conditions or working environments during the Pre-Bid Site Visit via email to the Purchasing Agent. The city will address these concerns if applicable.

East Master Lift Station

817 Oak Street, Port Orange, FL 32127

West Master Lift Station:

817 Oak Street, Port Orange, FL 32127

Herbert & Nova Master Lift Station:

3655 S. Nova Rd., Port Orange, FL 32129

Williamson Master Lift Station:

5955 S. Williamson Blvd., Port Orange, FL 32129

Ponce Inlet Master Lift Station:

4668 S. Peninsula Dr., Ponce Inlet, FL 32127

1.2 Work Specified Herein

A. Work.

1. Contractor shall assist the City Field Operations Collection Crew in getting the City supplied plugs and bypass pumping in place.
2. The Contractor shall have suitable equipment to remove the grease, debris, sediment and pressure wash walls from the from 5 lift stations at 4 separate locations in the City of Port Orange and Ponce Inlet.
3. The Contractor shall have technicians on-site while completing this work.
4. The Contractor shall have a Confined Space Entry Permit for each lift station.
5. The Contractor shall have technicians enter the confined space to remove the grease, debris and sediment from the lift station wet-wells and pressure wash the walls.

6. The Contractor shall be granted permission to decant tank water and sediment from the suitable cleaning equipment at the Water Reclamation Facility.
7. The Contractor shall have their own tripod with winch, fresh air blowers, generators, fans, extension ladders, safety harness, fresh air compressor running supplied air hoods.

B. Execution

1. The Contractor shall coordinate with the City of Port Orange for cleaning of Master Lift Stations.
2. The outermost stations will be cleaned first and ending with the cleaning of the East and West Master Lift Stations, due to the amount of grit and rags that pass through the decant beds.
3. The city will remove grit from decant beds after cleanings are completed.
4. Cleaning shall be performed between the hours of 7 am – 7 pm.

1.3 Detailed Description of the Work

A. Background Information:

The City of Port Orange cleans its Master Lift Stations twice a year. Removal of rags, grit, grease and other material is accomplished from these cleanings. This also allows the City to visually inspect the stations for any signs of structural failure, inspect the lift station coatings and perform work on influent pumps if necessary during shut down.

B. Master Lift Station Data:

Herbert & Nova Master Lift Station:	14' Width x 16.5' Length x 23.62 Depth
Ponce Inlet Master Lift Station:	14' Width x 16.5 Length x 23.62 Depth
East Reclaimed Plant Master Lift Station:	13.6' Width x 40.0'Length x 21.0' Depth
West Reclaimed Plant Master Lift Station:	17.6' Width x 25.0' Length x 18.0" Depth
Williamson Regional Master Lift Station:	16.0' Width x 20.0' Length x 16.0' Depth

1.4 Proposal Submittals

1. Unit price per station to do the work specified herein. Price submittal based on bi-annual cleanings for a contract term of one (1) year with two (2) one (1) year optional renewals. Cleanings are to occur in May and November of each year.
2. Submit a minimum of three separate references with contact names and phone numbers, where similar work has been performed on the form provided.
3. Submit a simple Bar Chart Schedule showing the Contractor's proposed schedule for the Work.
4. Any Other Relevant Information from Contractor or its Subcontractors with respect to their qualifications or suitability to perform the Work

1.5 After Award Submittals

1. Contractor to meet with City and schedule cleanings for the contract term.

Attachment A: Ariel Locations

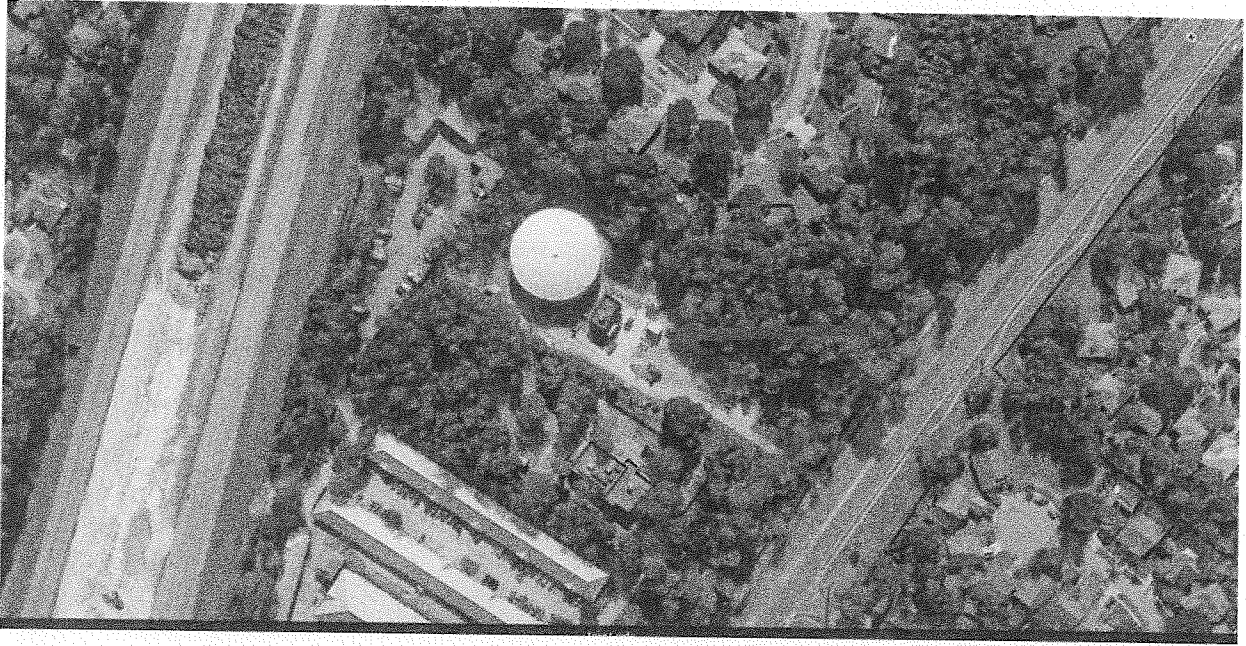
Ponce Inlet Master Lift Station - 4668 S. Peninsula Dr., Ponce Inlet, FL 32127



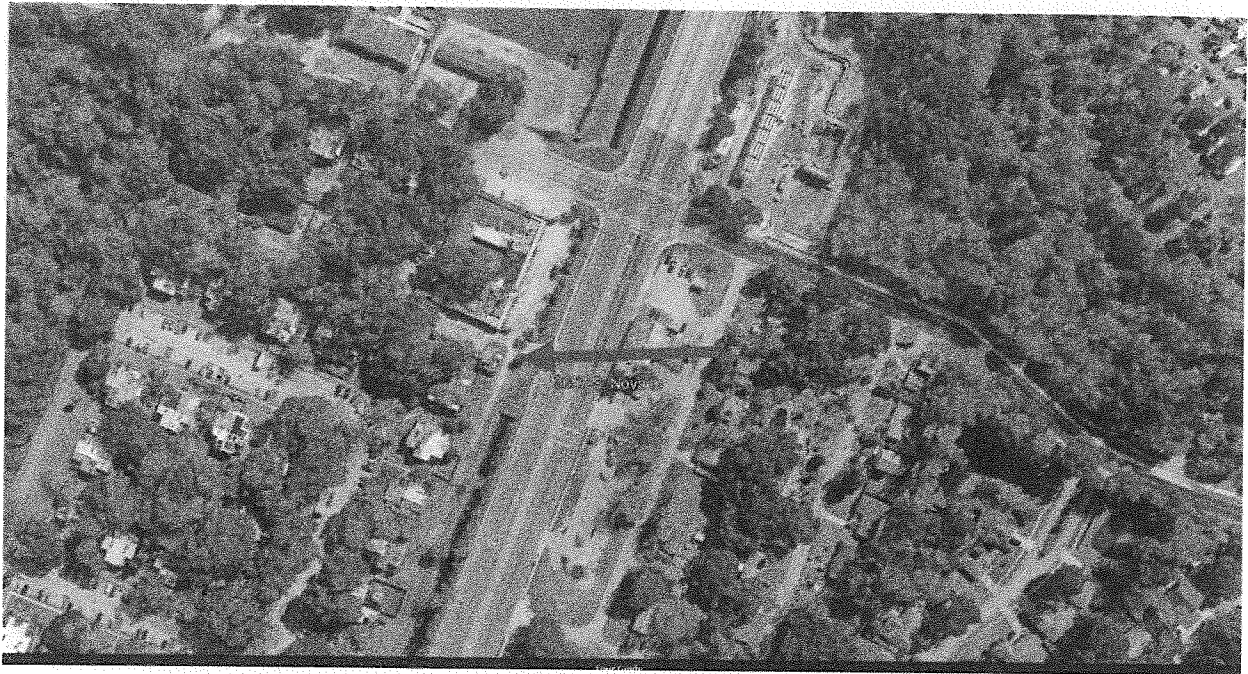
Water Reclamation Facility – 817 Oak Street, Port Orange, FL 32127
East and West Master Lift Stations



Williamson Master Lift Station - 5955 S. Williamson Blvd., Port Orange, FL 32129



Herbert & Nova Master Lift Station - 3655 S. Nova Rd., Port Orange, FL 32129



*****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 an initial term of contract term of one (1) year with two (2) one (1) year optional renewals.

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.

ESCALATION / DE-ESCALATION

Bid prices shall remain firm for a period of one-year (1) year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

PERMITS AND FEES

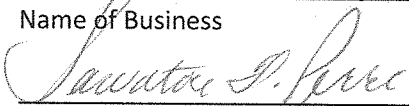
Contractor is responsible for all City, County, State and Federal Permits associated with the work.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor's Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7– Statement of Vendor's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Listing of Subcontractors
- ☒ Form 7.10 – 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: National Water Main Cleaning Co.
Name of Business

Authorized Signature
Salvatore F. Perri - President
8/31/2018
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):

National Water Main Cleaning Co

NAME OF BUSINESS

Salvatore F. Perri

AUTHORIZED SIGNATURE

Salvatore F. Perri - President

NAME, TITLE, TYPED

22-1753261

FEDERAL IDENTIFICATION #

1806 Newark Turnpike

MAILING ADDRESS

Kearny, NJ 07032

CITY, STATE & ZIP CODE

Tel (973) 483-3200; Fax (973) 483-5065

TELEPHONE NUMBER / FAX NUMBER

bidreg@nwmcc.com

E-MAIL ADDRESS

STATE OF New Jersey COUNTY OF Hudson

The foregoing instrument was acknowledged before me this day of August 31, 20 18 by Salvatore F. Perri, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 8/3/2021

IRNESA OKANOVIC
Notary Public

This document must be completed and returned with your Submittal

IRNESA OKANOVIC
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50043132
My Commission Expires 8/3/2021

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 8/14/18 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."

National Water Main Cleaning Co.

1806 Newark Turnpike

Kearny, NJ 07032

STATE OF New Jersey

COUNTY OF Hudson

National Water Main Cleaning Co.

Name of Business

By:

Printed Salvatore F. Perri Name:

Title: President

Sworn to (or affirmed) and subscribed before me this 31 day of August, 2018, by
Salvatore F. Perri, as President of

(NAME)

(TITLE)

National Water Main Cleaning Co.

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

IRNESA OKANOVIC
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50043132
My Commission Expires 8/3/2021

Notary Public, State of New Jersey

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.

National Water Main Cleaning Co.

Name of Business

By: Salvatore F. Perri

Printed Name: Salvatore F. Perri

Title: President

STATE OF New Jersey

COUNTY OF Hudson

Sworn to (or affirmed) and subscribed before me this 31 day of August, 2018, by
Salvatore F. Perri, as President of

(NAME)

(TITLE)

National Water Main Cleaning Co.

(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

Notary Public, State of New Jersey

Printed, typed or stamped name, commission and expiration:

IRNESA OKANOVIC
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50043132
My Commission Expires 8/3/2021

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 Salvatore F. Perri, who, being by me first duly sworn, made the following statement:

1. The business address of National Water Main Cleaning Co. (name of Offeror or business) is 1806 Newark Turnpike, Kearny, NJ 07032.
2. My relationship to National Water Main Cleaning Co. (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 NONE. 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.)

National Water Main Cleaning Co.
Name of Business
By: Salvatore F. Perri
Printed Name: Salvatore F. Perri
Title: President

STATE OF New Jersey
COUNTY OF Hudson

Sworn to (or affirmed) and subscribed before me this 31 day of August, 2018, by
Salvatore F. Perri, as President of
National Water Main Cleaning Co. and who:

[Notary: Please select one]

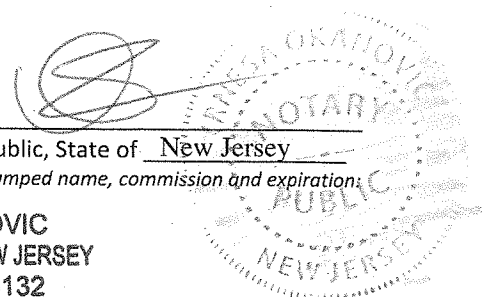
- ☒ is personally known to me; or
☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Notary Public, State of New Jersey

Printed, typed or stamped name, commission and expiration:

IRNESA OKANOVIC
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50043132
My Commission Expires 8/3/2021



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: National Water Main Cleaning Co.

SIGNED BY: Salvatore F. Perri

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

PRINTED SIGNATURE: Salvatore F. Perri

TITLE: President

ADDRESS: 1806 Newark Turnpike

Kearny
CITY: STATE: New Jersey ZIP CODE: 07032

(973) 483-3200
TELEPHONE: FAX: (973) 483-5065

COMPLETION TIME: 30 days from Notice to Proceed

F.E.I.N. NUMBER: 22-1753261

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.
National Water Main Cleaning Co.
- B. Permanent main office address.
1806 Newark Turnpike, Kearny, NJ 07032
- C. Date organized.
7/2/1964
- D. If a corporation, where incorporated.
New Jersey
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
54 Years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
See pages 65-66 in attached "Submittal Book".
- G. General character of work performed by your company.
General sewer cleaning, inspection, and maintenance.
- 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 form 7.8 as well as pages 7-30 in attached "Submittal Book".
- K. List your major equipment currently owned or leased.
See pages 5-6 in attached "Submittal Book".
- L. Experience in work similar to this type of project.
See form 7.8 as well as pages 7-30 in attached "Submittal Book".
- M. Background and experience of the principal members of your organization, including the officers.
See pages 67-91 in attached "Submittal Book".
- N. Credit currently available: \$ NWMCC does not utilize credit
- O. Give bank reference: See page 64 in attached "Submittal Book".
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
Yes. See pages 47-63 in attached "Submittal Book".

(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.

Yes

National Water Main Cleaning Co.

Name of Business

By: Salvatore F. Perri

Printed Name: Salvatore F. Perri

Title: President

STATE OF New Jersey

COUNTY OF Hudson

Sworn to (or affirmed) and subscribed before me this 31 day of August, 2018, by
Salvatore F. Perri, as President
of National Water Main Cleaning Co. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of New Jersey

Printed, typed or stamped name, commission
and expiration: 8/3/2021

IRNEBA OKANOVIC
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50043132
My Commission Expires 8/3/2021

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: NYC DEP
Contact Person: Linus Mensah, Engineer
City, State: New York, NY
Telephone Number: (347) 849-0687
Email Address: LMensah@dep.nyc.gov
Description of goods or
Services provided: 1413-PS(R) - Removal and disposal of residuals from collection facilities Citywide
Contract Amount: \$ 10,316,521.00
Start/End Date of Contract: 2/14/2017 - Ongoing
2. Company Name: Passaic Valley Sewerage Commission
Contact Person: Eric Granholm, Civil Engineer
City, State: Newark, NJ
Telephone Number: 973-817-5802
Email Address: EGranholm@pvsc.com
Description of goods or
Services provided: Contract No. B010 - Miscellaneous Repairs CSO Regulator Chambers within Paterson, Harrison, Kearny, and Newark Project
Contract Amount: \$ 1,214,343
Start/End Date of Contract: June 2016 - March 2017
3. Company Name: Fresh Creek Technologies, Inc
Contact Person: Mike Farrelly
City, State: Cedar Grove, NJ
Telephone Number: 973-237-9099
Email Address: mfarrelly@freshcreek.com
Description of goods or
Services provided: Contract 524866, Collection nets at the Daylighting Larkin Plaza
Contract Amount: \$ 161,620.00 (completed so far)
Start/End Date of Contract: March 2017 - Ongoing

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; We will not use a Subcontractor for this Contract.

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): 18-23

BUSINESS NAME: National Water Main Cleaning Co.

CONTACT PERSON/TITLE: Salvatore F. Perri - President

MAILING ADDRESS: 15551 Okeechobee Blvd.

CITY-STATE-ZIP: Loxahatchee Groves, FL 33470

Length of Time at Address Provided: 5 Months

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): 22-1753261

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

PHONE NUMBER: (973) 483-3200 FAX: (973) 483-5065

EMAIL: bidreg@nwmcc.com

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

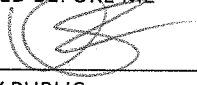
ATTESTATION – I understand that:

- 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 Salvatore F. Perri who, after being sworn according to law, stated that he or she was authorized to represent National Water Main Cleaning Co. 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)

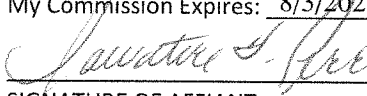
SWORN AND SUBSCRIBED BEFORE ME



SIGNATURE OF NOTARY PUBLIC

THIS 31 DAY OF August, 2018

My Commission Expires: 8/3/2021



SIGNATURE OF AFFIANT DATE

Salvatore F. Perri - President

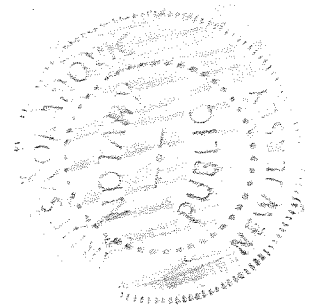
PRINTED NAME OF AFFIANT / TITLE

National Water Main Cleaning Co.

COMPANY

NOTARY SEAL

IRNESA OKANOVIC
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50043132
My Commission Expires 8/3/2021



This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 18-23

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: National Water Main Cleaning Co.

CONTACT PERSON: Salvatore F. Perri - President

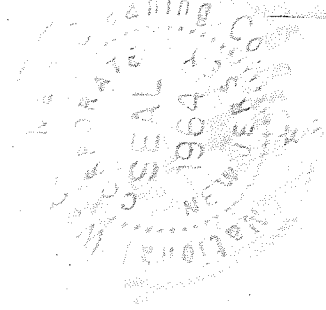
EMAIL ADDRESS: bidreg@nwmcc.com

AUTHORIZED SIGNATURE: *Salvatore F. Perri*

MASTER LIFT STATION CLEANING					
ITEM #	DESCRIPTION	QTY	UNIT	PRICE/EACH CLEANING	PRICE
CLEAN THE CITY OF PORT ORANGE'S FIVE MASTER LIFT STATIONS OF RAGS, GRIT, GREASE AND SAND PER SPECIFICATIONS					
1	Herbert & Nova Master Lift Station	2	EA	\$ 4,875.00	\$ 9,750.00
2	Ponce Inlet Master Lift Station	2	EA	\$ 4,875.00	\$ 9,750.00
3	East Reclaimed Plant Master Lift Station	2	EA	\$ 4,875.00	\$ 9,750.00
4	West Reclaimed Plant Master Lift Station	2	EA	\$ 4,875.00	\$ 9,750.00
5	Williamson Regional Master Lift Station	2	EA	\$ 4,875.00	\$ 9,750.00
TOTAL BASE BID					\$ 48,750.00

Attest: *Raymond Lindsley*
Raymond Lindsley

Secretary/Treasurer



BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that National Water Main Cleaning Co., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1806 Newark Turnpike, Kearny, NJ 07032, Tel.: 973-103-8142, (hereinafter called "PRINCIPAL"), and Travelers Casualty and Surety Company of America, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at One Tower Square, Hartford, CT 06183, Tel.: 630-961-7005 (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 Total Amount Bid dollars and ()/100 (\$ 5%), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated August 31, 20 18, for:

Project Name / Bid No.: Master Lift Station Cleaning, ITB# 18-23

Project Address:

Legal Description: See Attached

Description of Work: Cleaning of the City of Port Orange's Five Master Lift Stations of Rags, Grit, Grease, and Sand

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 31st day of August, 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: National Water Main Cleaning Co.

Signature: Salvatore F. Perri President
Corporate Officer & Title

ATTEST:

Signature: Raymond Lindsley Secretary/Treasurer
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Travelers Casualty and Surety
SURETY: Company of America

Attorney-in-Fact (signature)
Oscar F. Rincon, Attorney-in-Fact
Name & Title
Ana W. Oliveras
Name of Local Resident Agent
305 3rd Lane, West Palm Beach, FL 33418
City, State, Zip
561-629-8176
Telephone:
A.M. Best No.: 003609 NAIC No.: 31194

ATTEST:

Signature
Corporate Secretary (Affix Corporate Seal)

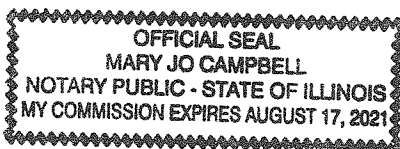
STATE OF Illinois
COUNTY OF Du Page

Before me this day personally appeared Oscar F. Rincon (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Travelers Casualty and Surety* (corporate surety) and that this person has been authorized by Travelers Casualty and Surety* (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

*Company of America

Sworn to / Affirmed and subscribed before me this 31st day of August, 2018, by Oscar F. Rincon who is personally known to me or who produced Driver's License as identification.



NOTARY PUBLIC - STATE OF

Type or print name: Mary Jo Campbell

Commission No.: 786866

Commission Expires: August 17, 2021

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

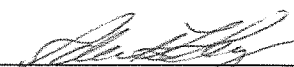
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Oscar F. Rincon** of **Chicago/Naperville, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

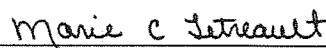
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of August, 2018




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



Oscar F. Rincon
Sr. Account Manager/Construction Services
215 Shuman Blvd., Naperville, IL 60563-8458
Telephone: (630) 961-7005
Fax: 866-216-5979
Email: orincon@travelers.com

Consent of Surety

August 24, 2018

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

RE: National Water Main Cleaning Co.
1806 Newark Turnpike
Kearny, NJ 07032

DATE OF BID LETTING: August 31, 2018

FOR: Master Lift Station Cleaning
ITB# 18-23

To whom it may concern:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereby agrees if NATIONAL WATER MAIN CLEANING CO. is awarded the contract for the above captioned job, we will furnish the required Performance and Payment bond.

Very truly yours,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA



Oscar F. Rincon
Attorney-In-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Oscar F. Rincon** of **Chicago/Naperville, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th

day of August

, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



STATE OF ILLINOIS
COUNTY OF DUPAGE }

I, Mary Jo Campbell a Notary Public in and for said County, do
hereby certify that Oscar F. Rincon Attorney -in-Fact, of the:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
SEABOARD SURETY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

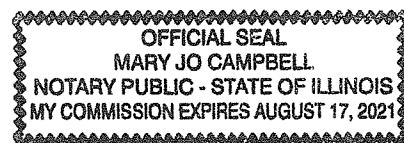
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and
delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
SEABOARD SURETY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

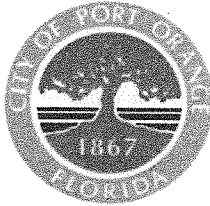
For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said
County, this 24th day of August A.D. 20 18

Mary Jo Campbell
Notary Public



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



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

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

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

(i) _____

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____" in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

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

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

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

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- (1) the cost of work performed or supplies delivered;
- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

19. **Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE

Witnesses: _____

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.

Printed Name: _____ Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

(Notary: Please select one)

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

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

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

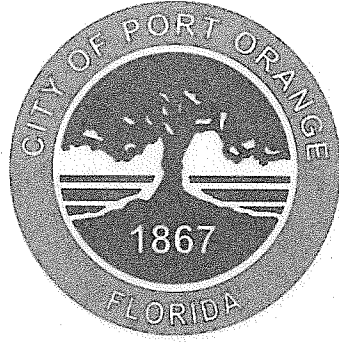
By: _____
Printed Name: _____ Robin L. Fenwick, CMC, City Clerk

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



End of Solicitation Documents



**NATIONAL WATER
MAIN CLEANING**
A Carylton Company

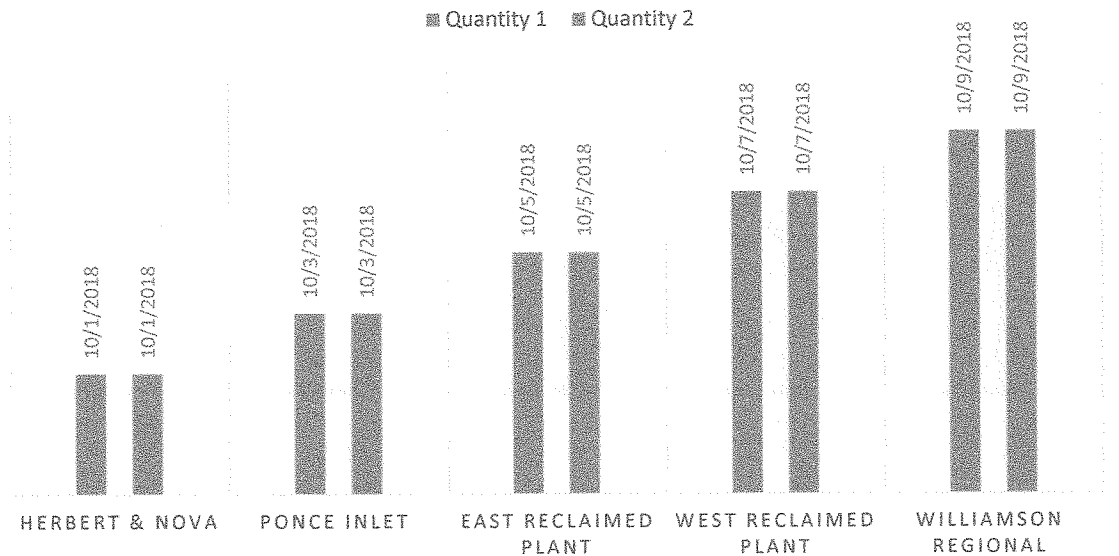
1806 Newark Turnpike
Kearny, NJ 07032
p: (973) 483-3200
f: (973) 483-5065
www.nwmcc.com
NYC BIC License #468

August 30, 2018

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

Re: Master Lift Station Cleaning, ITB #18-23

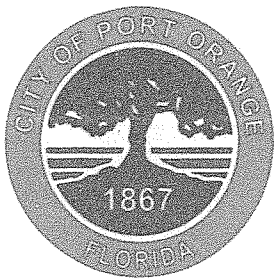
CITY OF PORT ORANGE SCHEDULE



** Dates are subject to change upon request of City of Port Orange.

Respectfully Submitted,
NATIONAL WATER MAIN CLEANING CO.

Salvatore F. Perri
President



A handwritten signature in cursive script, reading "Salvatore F. Perri".

Salvatore F. Perri
President

CITY OF PORT ORANGE

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

ADDENDUM NO. # 1

August 14, 2018

ITB #18-23 MASTER LIFT STATION CLEANING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated 07-27-18 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

Site visits are available on 8/20/2018 after 1:00 P.M. Please call Steve Parnell- Reclaimed Water Production Manager before your arrival at (386) 506-5786

B. QUESTIONS AND ANSWERS:

1. What is the budget for this project?

Answer: \$150,000 is budgeted.

2. Is there a payment and performance bond required?

Answer: No.

3. Is there a site visit?

Answer: Please see above in Clarification.

4. Do you have past pricing?

Answer: Yes. Typically, less than 25k per cleaning.

5. Does the City provide Bypass pumps?

Answer: Yes.

6. Does the city haul away the material that we clean?

Answer: Yes.

7. Do you do one lift station after another?

Answer: Yes.

8. How many days does it take to clean all lift stations?

Answer: Typically, a crew can do it in 4 days.

9. It says that we need to assist with the bypass pumps. How many guys do you need?

Answer: No separate crew is needed. Just a couple guys to help hook up the hoses.

10. Do you have bypasses around the pump stations?

Answer: Only two with in-ground bypasses. All other are bypassed with trailered units.

11. What size lines come in?

Answer: It varies from 12 to 30 inches.

12. Are there drawings of the stations?

Answer: Yes.

13. Do you normally have days between each pump station?

Answer: Usually Wednesday is another setup day for the City.

14. How far are the pump stations apart from where were dumping at the plant?

Answer: Mileages from the plant.

Ponce Master – 12 miles

Williamson Master – 10 miles

Herbert Master – 4 miles

East Master – 0

West Master – 0

15. When you guys pump down, how much water left?

Answer: About 2 feet and there are manholes right next to them to drain into.

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

END OF ADDENDUM NO. #1

COMMERCIAL LEASE AGREEMENT

MARCH

This Commercial Lease Agreement ("Lease") is made and effective February 1, 2018, by and between Mr. Aldo Basile ("Landlord") and National Water Main Cleaning Company ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 15551 Okeechobee Blvd., Loxahatchee Groves, Florida 33470 and legally described as follows: +/- 8000 square feet of office/warehouse building, plus 12,000 sq. ft. of greenhouse structure, on 5 +/- acres of land at Northwest corner of B Road and Okeechobee Blvd., Loxahatchee Groves, Florida 33470. Parcel Con. No. 41-41-43-17-01-112-0010

Landlord makes available for lease a portion of the Building designated as 15551 Okeechobee Blvd., Loxahatchee Groves, Florida 33470 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term. Two (2) Year Lease

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning February 1, 2018 and ending February 1, 2020. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of ONE YEAR. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$60,000.00 per year, payable in installments of \$5,000.00 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at Basil Trust 8941 Marlamoor Lane West Palm Beach, Florida 33412-1602, or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of \$5,000.00.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$78,000.00 per year payable in installments of \$6,500.00 per month.

3. Use

Tenant is authorized to use the facility for an office and vehicle storage and routine maintenance. Other than in the ordinary course of its business and in compliance with law, Tenant shall not use the Leased Premises for the purposes of storing any flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all

or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance Evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by

Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for

occupancy or use, in whole or in part, for Tenant's purposes. Tenant is responsible for remediating any release of hazardous substances or petroleum products caused by its use of the Leased premises to a level consistent with the current use of the Leased premises. Landlord remains responsible for any environmental conditions existing as of the commencement of the Lease term.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the

Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Aldo Basile
8941 Marlamoor Lane
West Palm Beach, Florida 33412-1602

If to Tenant to:

National Water Main Cleaning Company
1806 Newark Turnpike Kearny, New Jersey 07032

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

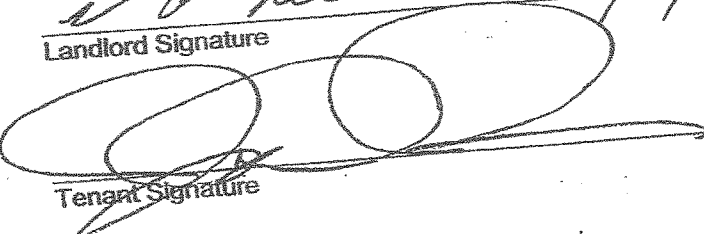
30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

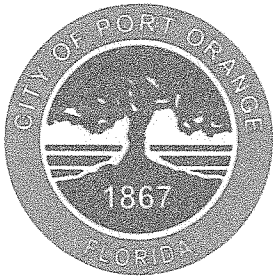
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.


Landlord Signature

2/8/18


Tenant Signature

2/8/18



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

Salvatore F. Perri
President

ADDENDUM NO. # 1

August 14, 2018

ITB #18-23 MASTER LIFT STATION CLEANING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated 07-27-18 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

Site visits are available on 8/20/2018 after 1:00 P.M. Please call Steve Parnell- Reclaimed Water Production Manager before your arrival at (386) 506-5786

B. QUESTIONS AND ANSWERS:

1. What is the budget for this project?
Answer: \$150,000 is budgeted.
2. Is there a payment and performance bond required?
Answer: No.
3. Is there a site visit?
Answer: Please see above in Clarification.
4. Do you have past pricing?
Answer: Yes. Typically, less than 25k per cleaning.
5. Does the City provide Bypass pumps?
Answer: Yes.

6. Does the city haul away the material that we clean?
Answer: Yes.
7. Do you do one lift station after another?
Answer: Yes.
8. How many days does it take to clean all lift stations?
Answer: Typically, a crew can do it in 4 days.
9. It says that we need to assist with the bypass pumps. How many guys do you need?
Answer: No separate crew is needed. Just a couple guys to help hook up the hoses.
10. Do you have bypasses around the pump stations?
Answer: Only two with in-ground bypasses. All other are bypassed with trailered units.
11. What size lines come in?
Answer: It varies from 12 to 30 inches.
12. Are there drawings of the stations?
Answer: Yes.
13. Do you normally have days between each pump station?
Answer: Usually Wednesday is another setup day for the City.
14. How far are the pump stations apart from where were dumping at the plant?
Answer: Mileages from the plant.
Ponce Master – 12 miles
Williamson Master – 10 miles
Herbert Master – 4 miles
East Master – 0
West Master – 0
15. When you guys pump down, how much water left?
Answer: About 2 feet and there are manholes right next to them to drain into.

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

END OF ADDENDUM NO. #1



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

Detail by FEI/EIN Number

Foreign Profit Corporation

NATIONAL WATER MAIN CLEANING CO

Filing Information

Document Number F14000002034

FEI/EIN Number 22-1753261

Date Filed 04/29/2014

State NJ

Status ACTIVE

Principal Address

1806 NEWARK TURNPIKE
KEARNY, NJ 07032

Mailing Address

1806 NEWARK TURNPIKE
KEARNY, NJ 07032

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title President

PERRI, SALVATORE
1806 NEWARK TURNPIKE
KEARNY, NJ 07032

Title VP

LOUNSBERY, JAMES O
1806 NEWARK TURNPIKE
KEARNY, NJ 07032

Title Secretary

LINDSLEY, RAYMOND R
1806 NEWARK TURNPIKE
KEARNY, NJ 07032

Title Treasurer

LINDSLEY, RAYMOND R
1806 NEWARK TURNPIKE
KEARNY, NJ 07032

Title AVP

Perone, Joseph
1806 NEWARK TURNPIKE
KEARNY, NJ 07032

Annual Reports

Report Year	Filed Date
2016	03/08/2016
2017	03/17/2017
2018	03/06/2018

Document Images

03/06/2018 -- ANNUAL REPORT	View image in PDF format
03/17/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
03/18/2015 -- ANNUAL REPORT	View image in PDF format
04/29/2014 -- Foreign Profit	View image in PDF format



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KREIDLER, WILLIAM THOMAS

NATIONAL WATER MAIN CLEANING CO
1806 NEWARK TURNPIKE
KEARNY NJ 07032

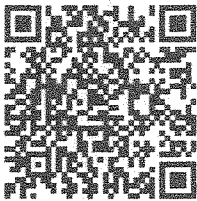
LICENSE NUMBER: CUC1225236

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



State of Florida

Department of State

I certify from the records of this office that NATIONAL WATER MAIN CLEANING CO is a New Jersey corporation authorized to transact business in the State of Florida, qualified on April 29, 2014.

The document number of this corporation is F14000002034.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on March 17, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of June, 2017*



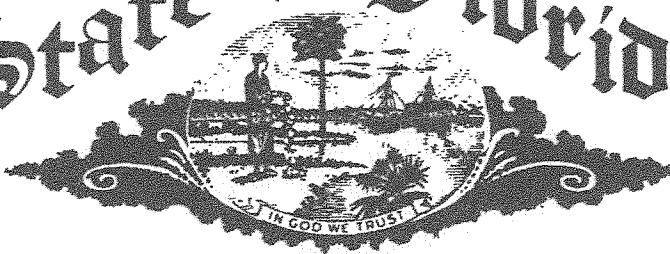
Ken Detmer
Secretary of State

Tracking Number: CU2885977163

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

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

State of Florida



Department of State

I certify from the records of this office that NATIONAL WATER MAIN CLEANING CO, is a corporation organized under the laws of New Jersey, authorized to transact business in the State of Florida, qualified on April 29, 2014.

The document number of this corporation is F14000002034.

I further certify that said corporation has paid all fees due this office through December 31, 2014, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Ninth day of May, 2014



CR2EO22 (1-11)

Ken Detzner
Ken Detzner
Secretary of State



NATIONAL WATER MAIN CLEANING

A Carylton Company

NYC BIC License #468

SUBMITTAL BOOK

TABLE OF CONTENTS

National Water Main Cleaning Co. Submittal Book

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3	Public Works Contractor Registration
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31-45	Industrial Work Experience and References
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47-63	Financial Statement
64	Financial References
65-66	Contracts at Hand
67-91	Organizational Flow Chart and Officer's & Superintendent's Resumes
92-97	Affirmative Action Plan
98	Non-Collusion Certification
99	Stockholder Disclosure Certification
100	W-9 Form
101	Corporate Resolution

New Jersey Office
1806 Newark Turnpike
Kearny, NJ 07032
P: 973.483.3200
F: 973.483.5065
Email: office@nwmcc.com

New York Office
928 Broadway
Utica, NY 13501
P: 315.624.9520
F: 315.624.9523
Email: boston@nwmcc.com

Boston Office
25 Marshall St
Canton, MA 02021
P: 781.828.0863
F: 781.828.2473
Email: boston@nwmcc.com

Connecticut Office
1000 (Rear) Elm St
Rocky Hill, CT 06067
P: 860.793.2808
Email: boston@nwmcc.com

04/30/14

Taxpayer Identification# 221-753-261/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

NATIONAL WATER MAIN CLEANING COMPANY

TRADE NAME:

ADDRESS:

1805 NEWARK TURNPIKE
KEARNY NJ 07032-3616

SEQUENCE NUMBER:

0115365

EFFECTIVE DATE:

07/02/64

ISSUANCE DATE:

04/30/14



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number
632840

Registration Date 10/01/2017
Expiration Date 09/30/2019



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2017
National Water Main Cleaning Co.

Responsible Representative(s):

Salvatore Perri, President
Dennis Sullivan, Vice-President
James O. Lounsbey, Vice-President

Responsible Representative(s):

Eraklis Anastasiadis, Vice-President
Joseph Perone, Vice-President
Raymond Lindsley, Treasurer

AP. Fichte

Aaron R. Fichtner, Ph.D., Commissioner
Department of Labor and Workforce Development

3/101
NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 41855

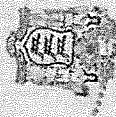
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAY-2017

to 15-MAY-2020

NATIONAL WATER MAIN CLEANING, CO.
1806 NEWARK TURNPIKE
KEARNY NJ 07032



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

27 2017

**NATIONAL WATER MAIN CLEANING COMPANY
EQUIPMENT LIST**

MOBILE TELEVISION STUDIOS

- 22 Color, computer aided, robotic camera-transporter, pan & tilt 360° by 270°
- 14 CCTV Units with Internal Launchers (Cues, Lamp Systems)
- 10 Color mini camera systems (UEMSI, RIGID, CUES, AIRES SYSTEMS)

SONAR INSPECTION

- 2 Sonar/Multi Sensor Trucks

GROUTING RIGS

- 6 (Cues -Joint / Internal Sealing Units with Standard CCTV Units)

COMBINATION VACUUM JET UNITS (WET/DRY)

- 7 (170gpm, 27" Hg 6400cfm. 18cyd) Supervac 2000
- 40 (120gpm, 18" -27" Hg 5000-6400 cfm, 15cyd) Supervac, Vactor, Vacall
- 10 (80gpm, 16"-18" Hg 3500cfm, 12cyd) Supervac, Vactor, Vacall
- 5 (80gpm, SJC Unit) Single Axle
- 1 (170gpm Jetter Truck Aux Engine (Jumbo Jetter)
- 27 (120gpm Jumbo Jetter Combo Unit)
- 5 Ace Style – 27inch blower
- 2 Classic 27inch blower with Aux Engine

STRAIGHT HIGH PRESSURE JETTER UNITS

- 1 (330gpm @ 2500pic, twin 1½" jethose 5000) NLB
- 1 (170gpm @ 2500pic, 1½" jethose 2500) NLB
- 6 (65-80gpm @ 2500pic, 1" jethose 800) F.E Meyers, General
- 1 (65gpm @ 2500pic, 1" jethose 800) Railgear, F.E Meyers
- 9 (35gpm @ 4000pic, ½" jethose 500) Harsin

JETTER UNITS

- 1 (80gpm Jetter Trucks) – PTO Driven
- 5 (80gpm Jetter Trucks – AUX Engine
- 9 Trailer Jetter (Harben)
- 2 Easement Machines – Racked

STRAIGHT VACUUM UNITS

- 7 (27"-28" Hg 5400 -6400cfm, 18cyd) Supervac, Vactor

CLAMSHELLS / CATCH BASIN CLEANERS

- 12 (Hydroclamshell, 35gpm @ 2000pic, 1½" ton crane, 8cyd) Stetco
- 4 (1½ton Crane, 8cyd) Stetco
- 3 Clam – No pump

BUCKET DRAG LINES

- 10 (RMF, 4cyl, 100hp, 1500 of ⅝" cable) RMF

TRAILERS

- 3 Pull Behind Trailers
- 4 Pull Behind 175 CFM Air compressor

MANHOLE REHABILITATION

- 10 Track and Trailer mounted cement pumps (Strong Seal)
- 2 Track Mounted Cement Pump Units (Chem-grout)

3 Plural Component Epoxy Rigs
6 Grout Support Trucks

TRENCHLESS LINING EQUIPMENT

4 (Trelleborg Trenchless Spot Repair Units)
7 (Trelleborg Main to House (MTH) boiler inversion units complete with Multiple 8"-24" launchers
1 Manhole to Manhole inversion system with boiler / stem and air compressor (6" -24")
6 Trelleborg Lateral Connection Repair Units
3 TV / Wolverine Reinstatement Units
1 TV / IBG Reinstatement Units
10 Support Rack Trucks

MISCELLANEOUS EQUIPMENT

3 Air compressors, 185 cfm
6 3" - 8" trash pumps
4 Electronic utility tracing/locating equipment
3 Hammer drills
20 Inflatable pipe stoppers, 6" - 60"

GLOBAL POSITIONING SYSTEMS

8 Trimble® GeoXT™ handheld, from the GeoExplorer® series, combining submeter GPS with Microsoft® Windows Mobile™ 2003 software for Pocket PCs in one unit

GEOGRAPHICAL INFORMATION SYSTEMS

3 ArcView 9.0 Licenses including ArcMap, ArcCatalog and ArcToolbox

LIVE PRESSURE PIPE INSPECTION UNITS

3 JD7 LDS 1000 Units, 3200ft Video Cable, HD Video Inspection, Hydrophonic Leak Detection, GPS XY Coordinate Location (12" - 48" Diameter Pipelines)
5 JD7 Investigator Units, 300ft Video Cable, HD Video Inspection Hydrophonic Leak Detection, GPS XY Coordinate Location (2" - 12" Diameter Pipelines)
3 Echologics Leak Finder ST. Correlator Systems

STREET SWEEPERS

5 Whirlwind

ATTENUATORS

4 Truck Mounted

BUCKET MACHINE

1 NPR (RMF STEEL)

WATER TANKER

4 4000Gal Water Tanker

CRANES

Truck Mounted Crane



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Experience and References

Government Agency Sewer Cleaning and Inspection Experience

New York City Department of Environmental Protection (NYCDEP)

96-05 Horace Harding Expressway

Corona, NY 11368

Contact: Ronald Lochan, Chief, Interceptor Improvement Section

Tel.: (718) 595-4724

E-mail: rlochan@dep.nyc.gov

PS-266: Intercepting Sewer Condition Assessment – Short Pipes, Various Locations, Citywide

Contract Amount: \$2,103,375.00

Completion Date: November 2011

Sonar and CCTV inspection of pipe segments less than 2,000 feet (less than 2,000 linear feet between manhole access). Approximately 800,000 linear feet of thirty-six (36) inch to sixteen (16) foot diameter pipes inspected.

PS-267: Assessment, Long Pipes (LP) Video & Sewer Inspection of Limited Access

Contract Amount: \$731,430.00

Completion Date: July 2012

Sonar and CCTV inspection of pipe segments longer than 2,000 feet (more than 2,000 linear feet between manhole access). Approximately 90,000 linear feet of thirty-six (36) inch to sixteen (16) foot diameter pipes inspected.

REG-028: Interceptor Flow and Capacity Maximization, Citywide

Original Contract Amount: \$6,999,500.00

Change Order Increase: \$4,269,330.00

Total Contract Amount: \$11,268,830.00

Completion Date: November 2015

Originally awarded an approximately 7 million-dollar citywide contract to remove 15,000 cubic yards debris and sediment from intercepting sewers, and post-cleaning simultaneous CCTV and sonar inspection, based on the client's desire to do more work with our company, we were awarded a change order of over 4.25 million dollars to clean and inspect a Coney Island Drainage Area pipeline in the Borough of Brooklyn, New York, which had large debris accumulations (approximately 3,000 cubic yards) resulting from fallen tiles in the flow channel which could not be removed by other contractors utilizing conventional cleaning methods, and required our technical expertise to remove these accumulated obstructions from the flow channel.



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SC-101: Removal and Disposal of Debris/Residuals Accumulated in the Trunk Line of the City Sewer System, Citywide

Contract Amount: \$2,893,375.00

Completion Date: July 2016

Furnish all necessary labor, materials, permits and equipment for the removal and disposal of debris/residuals accumulated in trunk sewer lines ranging in size from sixty (60) to two hundred four (204) inches in equivalent diameter throughout the City, perform CCTV and/or sonar inspection of the above sewers. We would like to note that our company has been awarded this contract since it was SC-01.

Agency Contact: Gregory Tamarin, P.E.

Chief, Engineering Unit Sewer Analysis

Tel: (718) 595-4217

Email: gtamarin@dep.nyc.gov

SCM-09: Contract SCM-09 Sewer and Catch Basin Cleaning Machine with Operator and Labor for Various Location within the 5 boroughs

Contract Amount: \$466,650.00

Contract Extension: \$233,325.00

Total Contract Amount: \$699,975.00

Completion Date: March 2012

Cleaning of six (6) inch to eighty-four (84) inch in equivalent diameter sewers at any location throughout the Five Boroughs of New York City on an as-needed basis. Due to the client's confidence in our company and desire to do more work, we were awarded a change order worth half the original contract.

SCTV-13: Cleaning and CCTV Inspection of Sewers Up to Eighty-Four (84) Inches in the City Sewer System at Unknown Locations on an as Needed Basis, Citywide

Contract Amount: \$1,985,950.00

Completion Date: July, 2016

SCTV-14: Cleaning and CCTV Inspection in the Sewers System Downtown City-wide (NYC)

Contract Amount: \$2,930,760.00

Completion Date: May, 2016

Provide all labor, equipment and material required for the removal and disposal of all deposits in the sewers and appurtenances (manholes, chambers, catch basins, etc.) at various locations throughout the Five Boroughs of New York City, as well as post-cleaning closed circuit television inspection. The sewers vary from six (6) inches to eighty-four (84) inches in equivalent diameter, and are of various material like clay, cement, brick, concrete, etc. Cleaning and removal of deposits from the sewers is performed by utilizing combination sewer cleaning machines (jetter plus vacuum).



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TV-10 PROJECT

Contract Amount: \$2,000,000.00

Completion Date: October, 2008

Cleaning and Television Inspection of 500,000 Ft. of 8" through 48" sewer pipe prior to road restoration in various locations throughout the City of New York. The project also included the cleaning of manholes and disposal of all materials at a minimum of 25% solids at the City owned landfills.

CRO – 327 – Video Inspection – Storm Sewer System – Kensico Reservoir Watershed

Contract Amount: \$ 312,700.00

Completion Date: April, 2005

Cleaning and Televising 66,000 linear feet of 8-inch through 48-inch storm sewer pipe to determine illicit sanitary sewer connections into the storm sewer system draining into the Kensico Reservoir.

Digitally map all drainage structures in the Reservoir area using Global Positioning Systems. The project also included the cleaning of manholes and disposal of all materials at minimum of 25% solids at the City owned landfills.

HI-1 PROJECT

Contract Amount: \$7,500,000.00

Cleaned, disposed of materials, and installed hoods and hangers on 29,000 catch basins in the City of New York. The work included coordinating work between the various New York City Community Boards, the Department of Environmental Protection, Mapping Engineers and Inspection Engineers.

HI-2 PROJECT

Contract Amount: \$8,000,000.00

Completion Date:

Cleaned, disposed of materials, and installed hoods and hangers on 29,000 catch basins in the City of New York. The work included coordinating work between the various New York City Community Boards, the Department of Environmental Protection, Mapping Engineers and Inspection Engineers.

HI-3 PROJECT

Contract Amount: \$8,000,000.00

Completion Date: October, 1999

Cleaned, disposed of materials, and installed hoods and hangers on 35,000 catch basins in the City of New York. The work included coordinating work between the various New York City Community Boards, the Department of Environmental Protection, Mapping Engineers and Inspection Engineers.



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HI-4 PROJECT

Contract Amount: \$1,500,000.00

Completion Date: May, 2005

Cleaning, disposing of materials, and installing hoods and hangers on 7,500 catch basins in the City of New York. The work included coordinating work between the various New York City Community Boards, the Department of Environmental Protection, Mapping Engineers and Inspection Engineers. Via the HI-1 to HI-4 contracts, our company cleaned over 100,000 catch basins in the City of New York.

Agency Contact: Mr. Steve Camaione

Director, Asbestos Control Program

Tel: (718) 595-4424, for information regarding TV-7A, TV-8, SC-68, SC-KISS, HI-1, HI-2, HI-3, HI-4, & SC-77

New York City Department of Design and Construction (NYCDDC)

30-30 Thomson Avenue

Long Island City, NY 11101

Contact: Ben Perrone, Contracts

Tel: (718) 391-2200

Fax: (718) 391-2615

SETVDDC02: Dragging, Television Inspection, and Video Tape Recording of Sewers at Unknown Locations, Citywide

Contract Amount: \$372,950.00

Under this contract, our company deployed multiple crews to "Ground Zero" in the mammoth cleanup operation in the aftermath of the September 11, 2001 terrorist attack on the World Trade Center. Approximately 68,000 linear feet cleaned and 85,000 linear feet of eight (8) inch to forty-eight (48) inch sewer pipe inspected via CCTV. Our vast resources of equipment, crews, and experience helped restore normality to the lives of New York City residents in the shortest time possible.

SETVDDC11: Cleaning, Television Inspection and Digital Audio-Visual Recording of Sewers at Unknown Locations in the City Sewer System on an as Needed Basis – Citywide

Contract Amount: \$1,427,184.00

Completion Date: May 2014

Cleaning 214,000 linear feet of less than twenty-four (24) inch diameter sewer and 55 manholes, as well as CCTV inspection of all 210,000 linear feet of sewers citywide.



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SETVDDC13: Cleaning, Television Inspection and Digital Audio-Visual Recording of Sewers at Unknown Locations in the City Sewer System on an as Needed Basis; Together with All Work Incidental Thereto, All Boroughs – Citywide

Contract Amount: \$2,074,920.00

Completion Date: July 2016

Cleaning 140,000 linear feet of less than twenty-four (24) inch diameter sewer and 35,000 linear feet of twenty-four (24) inch to forty-eight (48) inch diameter, as well as CCTV inspection of all 175,000 linear feet of sewers citywide.

Port Authority of New York and New Jersey (PANYNJ)

Four World Trade Center

150 Greenwich Street, 21st Floor

New York, NY 10016

Contact: Alex Alvarez, Staff Services Engineer

Tel: (201) 216-2975

Performance of Expert Professional Cleaning and Closed Circuit Television Inspection of Storm Drain & Sewer Services as Requested on a "Call-In" Basis

Contract Amount to Date: \$909,244.00

Our company is under contract to perform professional storm drain and sewer cleaning and inspection services for the Port Authority at its various properties on a call-in basis, including:

- Approximately 8,300 linear feet of storm drainage line with pipe diameter of thirty-six (36) to sixty (60) inches at Newark Liberty International Airport (EWR)
- Approximately 800 linear feet of storm drainage lines of various pipe sizes at LaGuardia Airport (LGA) on Marine Terminal Road and Bowery Bay Boulevard
- Approximately 1,300 linear feet of six (6) inch water main at the Lincoln Tunnel
- Cleaning, rehabilitation, and inspection of storm drains under Runway 4L-22R at John F Kennedy Airport
- Approximately 8,300 linear feet of storm drainage line of various sizes at John F Kennedy Airport (JFK)
- McLester Street Improvement at Port Elizabeth

We have consistently been awarded this contract when it was released for bid, and had our term renewed every year. In addition, we have been a subcontractor for the following projects at PANYNJ facilities:



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2010, Contract WTC-264.595 PATH Hall for the WTC Transportation Hub Project

Contractor: Skanska USA Civil Northeast, Inc./Granite Construction Northeast, Inc./Skanska USA Building Inc. (Skanska/Granite JV)

GC Project Amount: \$542,325,000.00
NWMCC Contract Amount: \$51,249.00

Cleaned and inspected the sewer systems at the PATH Hall in the World Trade Center site's west bathtub.

2011, Contract No. WTC-264.613: World Trade Center Transit Hall Plumbing

Contractor: WDF, Inc.
30 MacQuestin Parkway
Mount Vernon, NY 10550
Contact: (914) 716-8000

GC Project Amount: \$10,060,000.00
NWMCC Contract Amount: \$85,650.00
Provided a video survey of the World Trade Center Transit Hall's sanitary sewer system and cleaning by jetter/vacuum truck.

New York City Housing Authority

23-02 49th Avenue
Long Island City, NY 11101
Contact: Joseph Schmidt, Deputy Director, Technical Services Department
Tel: (718) 707-8921
E-mail: Joseph.Schmidt@nycha.nyc.gov

Amount of Work Performed to Date: \$469,294.10
Hurricane Sandy Clean-up Work: \$377,655.85
Completion Date: October, 2013

Our company has completed nearly \$500,000 worth of sewer cleaning and CCTV inspection for the New York City Housing Authority, including nearly \$400,000 of post-Sandy cleanup work.

Jersey City Housing Authority

400 US Highway #1 (Marion Gardens)
Jersey City, NJ 07306
Contact: Mr. Kenneth Pinnock, Jr., Purchasing Agent
Tel: (201) 547-6600
Fax: (201) 547-6643
E-mail: kpinnock@jcha.us

Sewer Cleaning, T.V. Surveying and Minor Repairs, As-Needed, at all JCHA Developments

Amount of Work Performed to Date: \$184,812.50

Perform sewer cleaning, CCTV surveys, and minor repairs as needed at all Jersey City Housing Authority developments.



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Newark Housing Authority

500 Broad St

Newark, NJ 07102

Contact: Nitin Patel, Principal Engineer

Tel: (973) 273-6000

1999 – Ongoing: Contract No. 07-2168: Cleaning, Inspection & Repair of Catch Basins, Spray Pools, Lawn Inlet Basins, Sanitary & Storm Manholes, Pipe Lines and Emergency Sewer Cleaning and Repair at Various Housing Developments

Amount of Work Performed to Date: \$4,564,404.75
(On-Going)

Since 1999, our company has had a sewer cleaning, inspection, and repair contract with the City of Newark which has been renewed numerous times. The City has taken care to set aside money in their annual budget to include our contract

New Jersey Department of Transportation (NJDOT)

Contact: Mr. Roy A. Neuman, Field/Project Manager

Bureau of Roadway Maintenance Engineering and Operations

1035 Parkway Avenue

Trenton, NJ 08625

Tel: (609) 530-2974

E-mail: Roy.Neuman@dot.nj.gov

Drainage Restoration Contract, North – 2014; Routes 9W, 15, 17, 23, 24, US 46, 57, 94, I-80, I-80 Local, 94, 124, 183, US 206, Counties of Bergen, Essex, Morris, Sussex, Union & Warren-North of Route 57; Federal Project No: STP- C00S (687), PE No: 2621868, CE No: 2205841, DP No: 15401

Contract Amount: \$1,896,561.48 (On-Going)

Drainage Restoration Contract, Central – 2014; Routes US 9, US 22, 33, 34, 35, 36, 57, 66, 72, I-78, I-195, US 206, I-287, & 440, Counties of Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset & Warren-South of Route 57; Federal Project Number: STP-C00S (688), PE Number: 2621870, CE Number: 2205842, DP Number: 15405

Contract Amount: \$1,292,180.51 (On-Going)



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Drainage Restoration Contract, South – 2014; Routes US 9, US 30, US 40, 41, 47, 48, 50, 54, 55, 56, 68, 70, 73, 140, 143, 147, US 130, I-295 & US 322, Counties of Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester & Salem; Federal Project Number: STP-C00S (689), PE Number: 2621869, CE Number: 2205843, DP Number: 15402

Contract Amount: \$1,393,502.85 (On-Going)

Our company has successfully been performing the above three contracts repeatedly for the NJDOT since 2002. The scope of work includes the removal of sediment, debris, roots and/or vegetation in pipelines, drainage structures, storm water intakes & outfalls, and the stabilization of areas subject to erosion regardless the size and type of blockage in order to restore facilities to their original hydraulic capacity and function. It also includes video inspection and complete inventory of the existing highway drainage facilities within jurisdiction of the NJDOT.

CAMBRIDGE. MA

City of Cambridge
147 Hampshire Street
Cambridge, MA 02139
Contact: Owen Oriordan
Tel: (617) 349-4845

Contract Amount: \$192,000.00

Cleaned and Inspected 10,000 ft. of 10" through 96" sewers in the City of Cambridge, the project included testing and disposal of both non-hazardous and hazardous debris.

LYNN WATER AND SEWER COMMISSION

Clinton Bogert Associates
Consulting Engineers
270 Sylan Avenue
Englewood Cliffs, NJ 07632
Contact: Johannes De Waal
Tel: (201) 567-7979

Contract Amount: \$1,140,000.00

Clean and inspect the Wester Interceptor, including 13,380 Ft. of 18" through 75" Interceptor sewer and submain; disposal of material, and environmental restoration work.

BOSTON WATER AND SEWER COMMISSION (BWSC)

980 Harrison Avenue
Boston, Massachusetts 02119
Contact: John Sullivan
Tel: (617) 989 -7000

Contract Amount: \$1,600,000.00

Cleaned and Television inspected 17,000ft of 18" through 72" of the Westside Interceptor sewer in Boston, MA. The project also included cleaning and inspection of a siphon beneath the Massachusetts Turnpike and the Christian Science building, as well as the installation of three manholes



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Municipal Sewer Cleaning and Inspection Experience

Woodbridge Township, New Jersey

1 Main St.
Woodbridge, NJ 07095
Contact: John Kociolek
Tel: (732) 634-4500

2010 – Ongoing: Contract No.1040 Sanitary Sewer General Cleaning & Television

Contract Amount: \$316,326.30

Cleaning & televising of approximately 105,982 linear feet of six (6) inch through twenty-four (24) inch of sewer pipe, includes a Cured-in-Place pipe repair, re-establishing of service connection and cutting protruding lateral connection.

City of Hollywood, Florida

American Infrastructure Technologies Corporation
8799 US Hwy 31
Hanceville, AL 35077
Tel: (256) 739-4747

Hollywood Florida Clean & CCTV (2017-2018)

Contract Amount: \$168,595.00

National Water Main Cleaning Company working as a subcontractor for American Infrastructure Corporation, completed 97,000 linear feet of clean & CCTV work in Hollywood Florida in March of 2018. This job posed multiple complexities that would require close coordination with the general contractor and other subcontractors. The city of Hollywood had placed many of their sewer lines and manholes in sewer easement alleyways between residential properties. At one point the city decided to close the alleyways and give the property to the residents, leaving the manholes inside of their backyards. This created a difficult task when it came time to clean the lines. With state of the art equipment, like our Hvidtved Larsen Donky Reel easement machine and crews with decades of experience, these easements would barley put a dent in our production. Setting up at these manholes meant driving the easement machine through gated backyards and running hundreds of feet of flex hose for vacuuming. On top of the difficult access, many of the laterals were in poor shape and would allow vast quantities of sand into the main line during jetting. Most setups would end up requiring more than 4 passes with the jetter and ample time spent vacuuming out the sand. New manholes were also being installed by another contractor at the same time we were cleaning and televising the line. This added another layer of coordination that would be required to keep our crews running everyday without crossing paths with the manhole installations. When it comes to getting jobs like this done, it boils down to having the right guys and the right gear, and we have both.



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Jersey City, NJ

Contract CT 200826 Northwest Interceptor Cleaning & Sonar/TV Inspection (2008-2010)

Mayo, Lynch & Associates
333 Meadowlands Parkway
Secaucus, NJ
Seamus Cunningham
(201) 866-7171

Boswell McClave Engineering
330 Phillips Ave, P.O. Box 3152
South Hackensack, NJ
Contact: John Englese
Tel: (201) 641-0770

Contract Amount: \$3,843,653.00

Cleaning & Sonar / TV Inspection of 24,255 linear feet of eighteen (18) inch through eighty-Four (84) inch drainage, 90 manholes, regulator lines and siphons.

A unique idea, to a potentially hazardous situation, turned into a reliable solution for both the project engineer and the owner; Jersey City Municipal Utilities Authority (JCMUA) thanks to our Vice President – Joseph Perone.

This idea saved JCMUA a substantial amount of costs and exposure to a very hazardous material PCB (poly-carbonated bi-phenyl). The idea was to safely remove contaminated materials from the existing sections of pipe, and minimize any exposure to the working staff and public.

A standard CCTV & Sonar Inspection project of approximately 24,255 linear feet of an 18 to 84-inch interceptor pipe came to an abrupt halt, when PCBs were discovered during a required scheduled material test. Mr. Perone along with his experienced team, worked up a plan to isolate, remove, contain, dewater, transport and dispose of all contaminated material. The plan was presented to the engineering staff: Jersey City MUA officials and the New Jersey Department of Environmental Protection.

After months of delay, the plan was approved and put into works. The termination point of the interceptor flow is a wet well at an abandoned treatment plant in Jersey City, which handled about 33MGD.

The plan was to prevent the flow, that carried suspended contaminated materials due to high pressure jetting from entering the wet well at the abandoned treatment plant. It included blocking the wet-well and setting up an intensive by-pass pumping system to divert the flows back into the empty abandoned settling tanks at the treatment plant. This plan allowed the suspended contaminated materials (PCB's) to settle out of the flows and into the primary and secondary tanks. A secondary pumping system was put in place to pump the 33MGD of clarified flows back to its original destination, the wet well. From there, the flows are sent to the Passaic Valley Sewer Commission for further treatment. The removed solids were taken to licensed DEP facility by trucks for incineration. All tanks used for this process were cleaned and released back to the city.

The solution arrived at by the project team did not only save the Municipality the enormous cost of building a bypass sewer, it also eliminated the need to put workers into the interceptor pipe to vacuum out the PCB- contaminated material and putting them in harms-way.

To date, the Jersey City Municipal Utilities Authority (JCMUA) is ultimately satisfied and still is a contented customer of NWMCC.



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Joint Meeting of Essex & Union Counties

Wastewater Treatment Plant & Sludge Dewatering Facilities

500 South First Street

Elizabeth, NJ 07202

Tel: (908) 353-1313

Fax: (908) 353-7925

Cleaning Equipment Rental and CCTV Inspection Services to the Trunk Line Collection System On an "As Needed" Basis

Contract Amount: \$85,175.00

Completion Date: November, 2013

Provided cleaning equipment rental and CCTV inspection services to the treatment plant and sludge dewatering facilities on an "as needed" basis.

Rockland County Sewer District No. 1

4 Route 340

Orangeburg, NY 10962

Contact: Martin Dolphin, PE

Tel: (845) 365-6111

E-mail: dolphinm@co.rockland.ny.us

SM2012-01: 2012 Sewer System Maintenance Project

Contract Amount: \$598,280.29

Completion Date: April, 2014

SM2013-01: 2013 Sewer System Maintenance Project

Contract Amount: \$721,411.50

Completion Date: June, 2015

SM2014-01: 2014 Sewer System Maintenance Project

Contract Amount: \$885,852.45

Completion Date: March, 2016

SM2015-01: 2015 Sewer System Maintenance Project

Contract Amount: \$976,377.75

Completion Date: April, 2016

SM2015-03: Sewer System Maintenance Project

Contract Amount: \$532,159.24

Completion Date: May, 2016

SM2016-01: Sewer System Maintenance Project

Contract Amount: \$1,077,981.85 (On-going)

Since 2012, our company has consistently been awarded the annual sewer system maintenance contract by Rockland County Sewer District No. 1, which includes cleaning and televising, sewer manhole inspections, sealing, and grouting of eight (8) to ten (10) inch sanitary sewer, as well as miscellaneous additional work, totaling nearly \$4 million.



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Lining Experience

City of White Plains, New York

255 Main Street,
White Plains, New York 10601
Contact: Anthony Carr
Tel: (914) 422-1212

Contract Amount: \$154,634.75

Performed a Manhole Rehabilitation in order to improve the overall Structural Condition, Eliminate Infiltration and Inflow and also to provide Corrosion Protection.

Borough of Avon-by-the-Sea

301 Main Street
Avon-by-the-Sea, NJ 07717
Contact: Charles J. Rooney
Tel: (732) 671-6400

Contract Amount: \$ 113,324.25

2016 Sanitary Sewer Lining & Trenchless Rehabilitation Project

Bangor Borough Authority, Pennsylvania

58 Market Street
Bangor, PA 18013
Contact: Edward J. DiMond
Tel: (856) 983-8739

Contract Amount: \$349,876.00

Performed series of Sewer Repair and Cured-in-Place lining on the North and South Main Street of Bangor.

Department of the Navy Navfac Mid Atlantic

Reference: Nadiad Inc.
1026 Old Corlies Avenue
Neptune, NJ 07753
Contact: Barry Halprin
Tel: (908) 675-0443

Contract Amount: \$532,296.00

Performed cleaning, fabrication, assembly, erection of CIPP lining of existing sewer lines.



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Fort Dix

52 Liberty Street

Trenton, NJ 08611

Contact: Rome Management Associates, Judy Brooks

Tel: (609) 393-7600

Completion Date: 2013

Contract Amount: \$ 451,129.75

Installed 7400 linear feet of 8" and 12" liner

Franklin Township

3141 Bordentown Avenue

Parlin, NJ 08859

Contact: CME Associates, Joseph Gemmell

Tel: (732) 727-8000

Completion Date: 2015

Contract Amount: \$ 435,595.36

Installation of 10 CIPP point repairs and installation of 1,300 LF of MTM.

Hanover Sewerage Authority

1000 Route 10

Whippany, NJ 07981

Contact: Hatch Mott MacDonald, Robert Haller

Tel: (973) 912-2538

Completion Date: 2013

Contract Amount: \$ 102,278

Installation of 1200 LF of MH to MH Lining 8" main installation of 2-6 ft. sectional CIPPs.

Maybrook Township

11 Schipps Lane

Maybrook, NY 12543

Contact: DeWinter Engineering, Jim DeWinter

Tel: (845) 888-2722

Completion Date: 2013

Contract Amount: \$ 124,295

Installation of 2200' of 8" and 10" CIP Sewer Main



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Village of Northport

224 Main Street

Northport, NY 11768

Contact: Gannett Fleming Engineering, Nathan Wheeler

Tel: (516) 364-4140 ext.: 1322

Completion Date: 2014

Contract Amount: \$ 351,834.75

Installation of 3,180 LF of MH to MH lining in 8"-10" sanitary sewer mains and installed 15 - 6 ft. sectional CIPP repairs

Town of Revere MA

Reference: CDM Smith

Contact: Jonathan Kunay (CDM)

Tel: 617-452-6583

Completion Date: 2012, 2013, 2014

Contract Amount: \$3,300,000.00 & \$6,250,000.00

Sewer System Rehabilitation IV & V

Town of Dedham MA

Contact: Jason Mammone PE

Tel: 781-751-9350

Completion Date: 2012, 2013, 2014

Contract Amount: \$1,200,000.00

Sewer on-call services – Contract #1, #3, & #4

Town of Norwood, MA

Reference: CDM Smith

Contact: David Polcari

Tel: 617-452-6583

Completion Date: 2013, 2014

Contract Amount: \$410,000.00 & \$1,900,000.00

Sewer Rehabilitation project – Hoyal Street Area & Meadowbrook Area

Village of Roslyn

1200 Old Northern Boulevard

Roslyn, NY 11576

Contact: Sam Daliposki

Tel: (516) 204-3469

Completion Date: 2015

Contract Amount: \$ 1,654,301.13

Installation of 8" to 10" MH to MH sanitary sewer lining.



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Suffolk County

310 Center Drive S.
Riverhead, NY 11901
Contact: Ralph Sergio
Tel: (631) 854-4901
Completion Date: 2014

Contract Amount: \$ 191,472.05

Installation of 1,900 LF of 8" sewer main and 450 LF of 12" sewer main. Installation of 2-6 ft. sectional CIPPs.

Castle Shannon Borough, Pennsylvania

Reference: Lennon Smith Souleret Engineering, Inc.
846 Fourth Avenue
Coraopolis, Pennsylvania 15108
Contact: Steve Scheidler
Tel: (412) 264-4400

Installed 400 cured-in-place point (CIPP) repairs under the supervision of Lennon, Smith, Souleret Engineering, Inc.

Elizabeth Township, Pennsylvania

Senate Engineers
420 William Pitt Way
Pittsburgh, PA 15238
Contact: Ken Hillman
(412) 826-5454

Performed 250 cured-in-place point (CIPP) repairs.

Woodbridge Township, New Jersey

1 Main St.
Woodbridge, NJ 07095
Contact: John Kociolek
Tel: (732) 634-4500

Installed 325 cured-in-place point (CIPP) repairs for the Township since 2010.

Scott Township, Pennsylvania

Reference: Lennon Smith Souleret Engineering, Inc.
846 Fourth Avenue
Coraopolis, Pennsylvania 15108
Contact: Eric Beringer
Tel: (412) 264-4400

Installed 1,200 cured-in-place point (CIPP) repairs under the supervision of Lennon, Smith, Souleret Engineering, Inc.



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Smoke Testing Experience

Saint Joseph's Abbey (June 2008)

Spencer, MA

Contact: Mr. Warren Ramsey, Spencer Water Department

Tel: (508) 208-2959

Performed smoke testing on 6,000 linear feet of sewer in St. Joseph's Abbey, known for having the only Trappist ale distillery in the United States.

Town of Burlington, MA (June 2009)

SEA Consultants

Contact: David Peterson

Tel: (617) 498-4755

Performed smoke testing on 150,000 linear feet of eight (8) inch to fifteen (15) inch sewer.

Industrial Sewer Cleaning and Inspection Experience

AMTRAK

Contact: James Convery

Tel: (215) 349-1812

Cell: (646) 761-6928

Contract Amount: \$800,000

Superstorm Sandy Port of Remedial Cleanup (On-Going)

Sump cleaning in Bergen Portal NJ- Cleaning of Sump Infrastructure

Utilize a combined jetter/rodder and vactor on rails (High Rail) in order to clean and remove silt, sand and other debris from sumps. All non-hazardous materials disposed at a licensed disposal facility.

Amtrak National (Railroad Passenger Corp)

Penn Station New York

7th Ave West 31st Box 17

New York, NY 1001

Contact: George P. Hurchik

Tel: (212) 630-6827

Fax: (212) 630-7301

Contract Amount: \$100,000.00

Cleaning of Sewer Pipes Using a High Rail Gear Combination Jetter/Vacuum Truck.

Project Locations: New York and New Jersey



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Dewberry c/o Metropolitan Transportation Authority (MTA) / New York City Transit (NYCT)

15 East 26th Street/13th floor
New York, NY 10010-1505
Contact: Sufian Khondker, P.E.
Email: sufian.khondker@arcadis.com

Contract Amount: \$169,500.00

Utilized a Rovver Camera System to conduct video inspections of 21 different MTA Subway Stations in New York City.

Parsons c/o Metropolitan Transportation Authority (MTA)

One Penn Plaza
New York, NY 10119
Contact: Brian Cresenzi, P.E.
Tel: (212) 465-5000 x 5211

Contract Amount: \$39,000.00

Utilized a Rovver Camera System to conduct video inspections of six (6) different MTA Subway Stations in New York City.

HDR c/o New York City Transit (NYCT)

500 Seventh Avenue, 15th Floor
New York, NY 10018
Contact: Dan Siragusa
Tel: (212) 542-6159

CM-1364: 2013 – 207TH Street Rail Yard

Contract Amount: \$191,612.50

CM-1364: 2015 – 148TH Street Rail Yard

Contract Amount: \$ 14,850.00

CM-1364: 2016 – 207TH Street Rail Yard

Contract Amount: \$489,400.00

STV c/o New York City Transit (NYCT)

225 Park Avenue South,
New York, NY 10003
Contact: Michael Tumulty, P.E. Vice President
Tel: (212) 614-3369
Contact: Karen W. Robinson
Tel: (212) 614-3465

CM-1409: 2015 – Coney Island Rail Yard

Contract Amount: \$ 403,412.10

Conducted activities related to drainage, sanitary, combined sewer, structures / system cleaning and evaluation including the cleaning and close circuit color television (CCTV) inspection.



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United Water (New York & New Jersey)

United Water Environmental Services, Inc.

200 Old Hook Road,

Harrington Park, NJ 07640

Contact: Gerry Remsen, III, P.E., Senior Project Engineer

MASTER CONSTRUCTION SERVICES AGREEMENT BETWEEN UNITED WATER MANAGEMENT AND SERVICES INC. ON BEHALF OF ITS AFFILIATES AND SUBSIDIARIES AND NATIONAL WATER MAIN CLEANING COMPANY FOR MANHOLE REHABILITATION, JETVAC CLEANING, CCTV INSPECTIONS AND RELATED SERVICES (AGREEMENT NO. 13672)

United Water is an American water service company that owns and operates 16 water and waste water utilities, and operates 90 municipal water and waste water systems through public-private partnerships and contract agreements, including for Bayonne, New Jersey, and Nassau County, New York. Our company has contracted with United Water to provide manhole rehabilitation, jetvac cleaning, CCTV inspections, and related services on a task order basis for its various municipal waste water utilities.

Insituform Technologies

Global Headquarters

17988 Edison Avenue

St. Louis, MO 63005

Phone: 800.234.2992

Fax: (636) 519.8010

Insituform Technologies, LLC is a leading worldwide provider of cured-in place pipe (CIPP) and other technologies and services for the rehabilitation of pipeline systems. Insituform's businesses consist of sewer, drinking water, and industrial pipeline rehabilitation and protection. Our company maintains a working relationship with Insituform, and performs the sewer cleaning and television inspection for them before they begin their CIPP work.

Baltimore County, Maryland

Insituform performs CIPP repairs throughout Baltimore County. Our company has performed pre-installation cleaning and television inspection for them, and has installed 1,766 full wrap lateral connection repairs (LCRs) totaling approximately 5,000 linear feet for Insituform since 2010.

Insituform was awarded a contract valued at approximately \$10 million from the City of Baltimore, Maryland to install nearly seven miles of small- and medium-diameter CIPP in wastewater pipelines located throughout the Baltimore area. Our company performs pre-installation cleaning and television inspection, as well as lateral connection repairs for Insituform and has installed approximately 1,250 full wrap LCRs totaling approximately 2,500 linear feet since 2011.

St. Louis, Missouri

Insituform was awarded a contract valued at \$5.2 million from the Metropolitan St. Louis Sewer District (MSD). The project requires the rehabilitation of over 25 miles of small- and medium-diameter pipelines throughout the St. Louis metropolitan area. Our company performs pre-installation cleaning and television inspection, as well as lateral connection repairs for Insituform and has installed approximately 3,000 full wrap lateral connection repairs totaling approximately 4,700 linear feet since 2011.



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Greater New Haven Water Pollution Control Authority

Contact: Rick Hurlburt, Superintendent of Sewer

Tel: 203-466-5263

Completion Date: 2012 - Present

Contract Amount: \$2,500,000.00

Sewer Rehabilitation Project and Interceptor Maintenance

Metropolitan District Commission

Contact: Jason Waterbury

Tel: 860-278-7850 Ext. 3380 / Cell: 860-209-8181

Completion Date: 2007- Present

Contract Amount: \$5,000,000 +

Multiple Sewer Rehabilitation Projects

Narragansett Bay Commission

Contact: Meg Goulet (Interceptor Maintenance Manager)

Tel: 401-461-8848 Ext. 302 / Cell: 401-639-3217

Completion Date: 2005 - Present

Contract Amount: \$2,500,000.00 +

Multiple Sewer Maintenance and I/I Rehabilitation Project

The Town of Wellesley, MA

Contact: Meghan Condon

Tel: (781) 223-2404

Completion Date: 2013, 2014, 2015

Contract Amount: \$1,200,000.00

Sewer System Rehabilitation Year 1-3



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Inflow & Infiltration Study Experiences (I&I):

Westchester County, NY

Consortium Sanitary Sewer Evaluation Study

(2016-2017) GHD Consulting Services Inc.

1 Remington Park Drive

Cazenovia, NY 13035

Tel: (315) 679-5800

Contract Amount: \$2,990,631.60

National Water Main Cleaning Company(NWMCC) working with GHD Consulting Inc. will be concluding the Consortium SSES in September 2017 with just over 1,000,000lf of cleaning & televising completed in 8"-30" pipe. The study's focus was to locate sources of inflow and infiltration as well as classifying all structural deficiencies within the sanitary sewer systems of four municipalities in Westchester County New York.

Aside from cleaning and televising, the study also included 950,000lf of smoke testing, 7,000 manhole inspections and 150 dye test setups. The project endured all seasons of the year throughout the harsh northeast climates only shutting crews down for 3 weather related occurrences. At its peak, the SSES had up to 6 Clean & TV crews, 2 Smoke Testing crews, and 3 manhole inspection crews working simultaneously on any given day. Upon completion NWMCC will have 20,000 man-hours on the project spread over a 10-month period.

The proposed area of work spread across roughly 15 square miles and included the City of New Rochelle, the Town of Mamaroneck, the Village of Larchmont and a portion of Pelham Manor. Locations of sewers across that area varied from the centerline on a 2-lane highway to a 3,000lf stretch down the fairway of a country club. Many setups required ingenuity and skill to properly clean and TV due to diverse sewer placement and access to a water supply. The wide array of equipment at our disposal and the versatility of our crews are what made it possible to accomplish a project of this scale in such a short timeframe.



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Scarsdale, NY

Scarsdale Sanitary Sewer Evaluation Study (2017)

H2M Architects + Engineers

538 Broad Hollow Road

Melville, NY 11747

Tel: (631) 756-8000

Contract Amount: \$484,290.00

National Water Main Cleaning Company(NWMCC) working with H2M Architects + Engineers will be concluding the Scarsdale SSES in the Mamaroneck Sewer District in September 2017 with just over 150,000lf of cleaning & televising completed in 6"-24" pipe. The study's focus was to locate sources of inflow and infiltration as well as classifying all structural deficiencies within the Mamaroneck Sewer District inside the Village of Scarsdale's municipality. Supplemental to cleaning & televising, NWMCC was also responsible for the completion of 550 manhole inspections.

The project lasted two months and averaged over 3,000lf of cleaning & televising per day. The Village had many problematic locations to setup in including over 6,000lf of sewer within the Quaker Ridge Golf Club and 4,000lf down the Hutchinson River Parkway right of way. NWMCC's coordination with the New York State Department of Transportation, The Village of Scarsdale and private owners was critical to the success of all work done on these easements. Utilization of pipe locating equipment as well as the Rovver inspection system also played a key role in the completion of this study.

Through keen management, experienced field crews and the right equipment for all scenarios, NWMCC was able to conclude this study while running concurrently with another large scale sanitary sewer evaluation study.



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Large Diameter Project Experiences:

CITY OF NEW YORK, NY

SC-68 – Fourth Avenue Sewer Cleaning

Mr. Steven Camaio, (718) 595-4424
New York City DEP
59-17 Junction Boulevard, 17th Floor
Corona, NY 11368
Contract Amount: \$380,320.00

Cleaned and Televised 2,114 Linear Feet of 30" through 114" sewers. Removed approximately 4,000 cubic yards of solids in an effort to regain lost capacity in a major outfall system in Brooklyn, New York. The project also included the cleaning of manholes and disposal of all materials at a minimum of 25% solids at the City owned landfills.

SC-77 – Inspection of Sewers up to and including 72" in Diameter

Mr. Steven Camaio, (718) 595-4424
New York City DEP
59-17 Junction Boulevard, 17th Floor
Corona, NY 11368
Contract Amount: \$941,500.00

Cleaning and Televising 154,600 Linear Feet of 8" through 72" sewer pipes prior to road restoration in various locations throughout the City of New York. The project also included the cleaning of manholes and disposal of all materials at a minimum of 25% solids at the City owned landfills.

SC-Contract – Cleaning & Inspection of Sewers on Flushing Avenue, Brooklyn, NYC

Mr. Warren Gordon (347) 260-4751
New York City DEP
59-17 Junction Boulevard, 2nd Floor
Corona, NY 11368
Contract Amount: \$1,000,000.00

Cleaning and Televising 5,000 Linear Feet of a 13-foot wide x 9-foot high Tile Lined sewer pipes as part of a capacity restoration program in the Borough of Brooklyn, NYC. The project also included the cleaning of manholes and disposal of all materials at a minimum of 25% solids at the City approved landfills.

CSO -FC Contract – Cleaning & Inspection of Sewers on Flatlands Avenue, Brooklyn, NYC

Mr. Warren Gordon (347) 260-4751
New York City DEP
59-17 Junction Boulevard, 2nd Floor
Corona, NY 11368
Contract Amount: \$4,300,000.00

Cleaning and Televising 7,500 Linear Feet of a 15-foot wide x 9-foot high sewer pipes as part of a capacity restoration program in the Borough of Brooklyn, NYC. The project also included the cleaning of manholes and disposal of all materials at a minimum of 25% solids at the City approved landfills.



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REG – 028 Contract – Cleaning & Inspection of Sewers up to and including 120" in Diameter

Mr. Linus Mensah (718)
New York City DEP
59-17 Junction Boulevard, 2nd Floor
Corona, NY 11368
Contract Amount: \$11,000,000.00

Cleaning and Televising 80,000 Linear Feet of 54" through 120" sewer pipes as part of a capacity restoration program throughout the City of New York. The project also included the cleaning of manholes and disposal of all materials at a minimum of 25% solids at the City owned landfills.

1417-PS – Removal & Disposal of Residuals from Large Diameter & Long Sewers

Mr. Linus Mensah (718)
New York City DEP
59-17 Junction Boulevard, 2nd Floor
Corona, NY 11368
Contract Amount: \$4,881,807.00

Removal and Disposal of Residual from Interceptor and Sewer pipe of up to 2000ft.

SCTVDDC02 – Dragging, Television Inspection and Video Tape Recording of Sewers at Unknown Locations, Citywide

Mr. Avi Levy, (212) 442-1890
Mr. Tony Creus, (212) 442-1893
Contract Amount: \$372,950.00

Cleaning of 62,000 Linear Feet and Televising 85,000 Linear Feet of 8" through 48" sewer pipes prior to road restoration in various locations throughout the City of New York. The project also included the cleaning of manholes and disposal of all materials at a minimum of 25% solids at the City owned landfills.

Under this contract National Water Main Cleaning Co responded with multiple crews to Ground Zero in the September 11th, 2001 aftermath.



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BOSTON, MA

Boston Water and Sewer Commission
980 Harrison Avenue
Boston, Massachusetts 02119
John Sullivan, (617) 989-7000
Irene McSweeney Woodfall, (617) 989-7000
Joseph Crossins, (617) 989-7000

Cleaned and television inspected 17,000 Ft. of 18" through 72" of the Westside Interceptor sewer in Boston, MA. The project also included cleaning and inspection of a siphon beneath the Massachusetts Turnpike and the Christian Science building, as well as the installation of three manholes.
Contract Amount: \$1,600,000.00

Cleaned and television inspected 84,650 Ft. of 8" through 60" pipe in various locations throughout the City of Boston.
Contract Amount: \$ 320,000.00

Cleaned and inspected 260,000 Ft. of 8" through 96" sanitary and combination sewer in the Dorchester suburb of Boston. The project also included testing and disposal of material removed from the sewers.
Contract Amount: \$455,000.00

Cleaned and inspected 10,000 Linear Ft. of 144" through 204" x 312" combination sewer in the City of Boston. The project also included testing and disposal of approximately 12,400 tons of material removed from the sewers. Contract No. 00-309-007
Contract Amount: \$ 5,000,000.00

CAMBRIDGE, MA

City of Cambridge
147 Hampshire Street
Cambridge, MA 02139
Owen ORiordan, (617) 349-4845
Jeya Niranjani, (617) 349-4845

Cleaned and inspected 10,000 Ft. of 10" through 96" sewers in the City of Cambridge, the project included testing and disposal of both non-hazardous and hazardous debris.
Contract Amount: \$192,000.00

Fresh Pond Parkway, clean, inspect and dispose of debris from 3000 Ft. of 54" through 72" storm sewers
Contract Amount: \$459,000.00

Contracts 7, 8 and 9, clean, inspect and dispose of debris from 60,000 Ft. of 8" through 42" sewers
Contract Amount: \$400,000.00

Cleaning and inspection of 112,000 Ft. of 8" through 72" sewers in the City of Cambridge, this project includes testing and disposal of both non-hazardous and hazardous debris.
Contract Amount: \$488,595.00



NATIONAL WATER MAIN CLEANING CO.

Specializing in today's needs for environmental protection.

875 Summer Avenue • Newark, NJ 07104-3684 • Phone: 973-483-3200 • Fax: 973-483-5085 • E-Mail: office@nwmcc.com
8 B Street • Hyde Park, MA 02136-2806 • Phone: 617-361-5533 • Fax: 617-361-5501 • E-Mail: boston@nwmcc.com

CURRENT and RECENT INDUSTRIAL PROJECTS in which OUR CORPORATION HAS BEEN INVOLVED

CALIFORNIA

CHEVRON U.S.A.

Cleaned and inspected via closed circuit television various storm and process sewers.

Chevron U.S.A.

Dollar Value: \$150,000.00

El Segundo Refinery

P.O. Box 97

El Segundo, CA 90245

Dick Bungarden

(213) 615-5000

CONNECTICUT

BRIDGEPORT, CT

Cleaned and inspected 50,000 Ft. of 8" through 48" sanitary and combined sewers in the City of Bridgeport.

Dollar Value: \$154,000.00

Cleaned 6,000 catch basins in the City of Bridgeport.

Dollar Value: \$181,000.00

Cleaned, dewatered and inspected 12", 18", 24" and 30" siphons in the City of Bridgeport.

PSG

Dollar Value: \$210,000.00

205 West Bostwick Ave.

Bridgeport, CT

John Ryan

(203) 576-7171

ILLINOIS

AMOCO OIL REFINERY

Cleaned all above ground petroleum storage tanks at client's refinery. Tank bottoms were removed by vacuum tankers. Interior surfaces of tanks were cleaned to "hot works specifications" as tanks will be dismantled in the future. Cleaning completed utilizing 10,000 psi water blasters and 2,000 psi jetter trucks. This 4 year project entailed 350 plus above ground tanks - 120 feet in diameter and larger.

Dollar Value: \$1,000,000.00

Amoco Oil Company

Chicago, IL 60601

400 South Main

Mr. James Savior

Wood River, IL

(312) 856-4322

200 E. Randolph

CHEMICAL WASTE MANAGEMENT

Vacuum materials from mixing tanks and waste pit at the client's Liquids Solidification Processing Center. Normally this service is performed 3 times per year. Full encapsulation suits and respiratory protection used for worker safety due to the wide array of liquids treated at this facility.

Dollar Value: \$40,000.00

Chemical Waste Management - CID
CID Processing
135th & Calumet Expressway
Calumet City, IL 60409
Mr. Kevin O'Leary
(312) 891-1500

MOBIL OIL COMPANY

Cleaned and television inspected with nitrogen purged system various storm and sanitary sewers for spill control plan.

Dollar Value: \$17,000.00

Mobil Oil Company
Cicero Lake Plant
McBride Engineering
3649 W. 183rd Road
Hazel Crest, IL 60426
Joe McBride
(708) 799-9599

NORTHFIELD WOODS SANITARY DISTRICT

Sewer System Evaluation Study (including Flow Monitoring; 380 manhole inspections; 40,944 Ft. smoke testing; 55,790 Ft. closed circuit television inspection; 570 building inspections, and final report).

Dollar Value: \$130,000.00

Edwin Hancock Engineering Co.
9933 W. Roosevelt Road
Westchester, IL 60153
Mr. Thomas Heuer
(312) 865-0300

WILLOW SPRINGS, IL

Sewer System Evaluation Study (including flow monitoring at 9 locations; 240 manhole inspections; 104,456 Ft. smoke testing; 107,600 Ft. isolation night flow gauging; 21,467 Ft. closed circuit TV inspection; 1,231 building inspections; and final report).

Dollar Value: \$105,000.00

Hoeffler-Butler Engineers
8714 S. Roberts Road
Hickory Hills, IL 60457
Mr. John Hoeffler
(312) 599-8980

YELLOW FREIGHT

Cleaned and television inspected with nitrogen purged system various storm sewers to determine diesel fuel leaks.

Dollar Value: \$17,000.00

Yellow Freight
Chicago Terminal
ENSR
740 Pasquinelli Drive
Westmont, IL 60559
Louis Mescheda
(708) 887-1200

INDIANA

CITY OF CROWN POINT, IN

Sewer system evaluation study (including 270 manhole inspections; 41,570 Ft. of TV inspection; 23,914 Ft. of smoke testing; and final report).

Dollar Value: \$124,000.00

Haas & Associates, Engineers
705 Franklin Square
Michigan City, IN 46360
Patrick Haas
(219) 872-9406

L.T.V. STEEL CO.

Dewatering with mobile twin-belt press (2 meter), was completed at client's waste water treatment plant. Three million gallons of heavy metal contaminated slurry was treated during the client's treatment plant thickener overload (causing loss of their centrifuge).

L.T.V. Steel Co.

Dollar Value: \$65,000.00

Indiana Harbor Works
3001 Dickey Road
East Chicago, IN 46312
Mr. Jim Belongia, (219) 391-2513

WHITING REFINERY

General tank, pit and sewer cleaning at refinery. This work is performed under a service contract which is let annually. Vacuum trucks and hydroblasters are major equipment used to perform these services. Our contract with Amoco has been renewed for the past 3 years. Full Confined Space Entry Procedures are followed.

Dollar Value: \$300,000.00

Amoco Oil
P.O. Box 710
Whiting, IN 46394
Mr. Phil Dattaan
(219) 473-7700

MARYLAND

BETHLEHEM STEEL

We operate a permitted waste water treatment facility; dewatering blast furnace and B.O.F. slurry, which contain heavy metals. This permanent centrifuge installation has been operated for the past 8 years. Our operators are responsible for daily samples and all Q.A. documentation.

Dollar Value: \$700,000.00

Bethlehem Steel Company
P.O. Box 6600
Sparrows Point, MD 21219
Mr. Marvin Stearns
(301) 388-4028

MASSACHUSETTS

BOSTON, MA

Cleaned and television inspected 17,000 Ft. of 18" through 72" of the Westside Interceptor sewer in Boston, MA. The project also included cleaning and inspection of a siphon beneath the Massachusetts Turnpike and the Christian Science building, as well as the installation of three manholes.

Dollar Value: \$1,600,000.00

Cleaned and television inspected 84,650 Ft. of 8" through 60" pipe in various locations throughout the City of Boston.

Dollar Value: \$320,000.00

Located and exposed, by means of non-destructive vacuum excavation, 3,000 water service connections city-wide to determine material composition of piping as part of the City lead abatement program. Excavations are approximately 12" diameter, 5'-8' in depth and restored to grade with bank run gravel and hot pitch.

Dollar Value: \$530,000.00

Cleaned and inspected 260,000 Ft. of 8" through 96" sanitary and combination sewer in the Dorchester suburb of Boston. The project also included testing and disposal of material removed from the sewers.

Dollar Value: \$455,000.00

Cleaned, dewatered and inspected 37,000 Ft. of 10" through 48" combination sewers in the Fenway area of Boston. The project also included dewatering and inspection of a 24"x31" siphon.

Dollar Value: \$298,000.00

Cleaned and inspected 89,000 Ft. of 8" through 60" sewers in various locations throughout the City of Boston.

Dollar Value: \$200,000.00

Boston Water and Sewer Commission
425 Summer Street
Boston, MA 02210
John Sullivan
(617) 330-9400

OTHER BOSTON PROJECTS INCLUDE:

Dorchester Interceptor, cleaning and inspection of 20,150 Ft. of 60" and 72" sewers

Dollar Value: \$320,000.00

Southside Interceptor, cleaning and inspection of 10,000 Ft. of 10" through 66" sewers

Dollar Value: \$626,000.00

St. James Avenue, cleaning, inspection and by-pass pumping of 2,500 Ft. of 22" through 36" sewers. Requirement TV contract, cleaning of 50,000 Ft. of 8" through 84" sewers.

Dollar Value: \$425,000.00

CAMBRIDGE, MA

Cleaned and inspected 10,000 Ft. of 10" through 96" sewers in the City of Cambridge, the project included testing and disposal of both non-hazardous and hazardous debris.

Dollar Value: \$192,000.00

Clean and inspect various combination and sanitary sewers on an as call emergency basis throughout the City of Cambridge.

Dollar Value: \$130,000.00

City of Cambridge
147 Hampshire Street
Cambridge, MA 02139
Owen O'Riordan
(617) 349-4845

OTHER CAMBRIDGE PROJECTS IN PROGRESS:

Fresh Pond Parkway, clean, inspect and dispose of debris from 3000 Ft. of 54" through 72" storm sewers

Dollar Value: \$459,000.00

Contracts 7, 8 and 9, clean, inspect and dispose of debris from 60,000 Ft. of 8" through 42" sewers

Dollar Value: \$400,000.00

Clean 1,000 catch basins and dispose of debris

Dollar Value: \$126,000.00

Emergency sewer cleaning city-wide

Dollar Value: \$50,000.00

QUINCY, MA

Clean and inspect seven storm water outfalls ranging in size from 24" to 72".

Dollar Value: \$35,000.00

Clean, dispose of debris and inspect 11,000 Ft. of 12" through 30" sanitary sewers in the City of Quincy.

Dollar Value: \$50,000.00

Clean, dispose of debris and inspect 10,000 Ft. of 20" Interceptor in the City of Quincy.
Weston & Sampson Engineers, Inc.

5 Centennial Blvd.
Quincy, MA 01960
(508) 532-1900

NEW JERSEY
BEST FOODS

Clean and inspect various sanitary and storm sewers on a maintenance and emergency basis.
Dollar Value: \$ 10,000.00/year

99 Avenue A
Bayonne, NJ 07002

CASCHEM INC.

Clean and video inspect approximately 6,000 feet of storm, sanitary and process sewers in preparation for rehabilitation.
Dollar Value: \$ 50,000.00

Avenue A
Bayonne, NJ 07002

CROMPTON & KNOWLES

Cleaned and inspected via closed circuit television approximately 2,500 Ft. of 4" through 14" process sewers at the Nutley, NJ Plant, and 4,500 Ft. of 4" through 10" at the Gibraltar, PA Plant.
Dollar Value: \$34,000.00

Crompton & Knowles
10 Kingsland Street
Nutley, NJ 07110
Robert Budin
(201) 235-1800

CITY OF BAYONNE, NJ

630 Avenue C
Bayonne, NJ 07002

Clean, dispose of debris and video inspect approximately 26,000 feet of 12" through 72" sewers.
Dollar Value: \$550,000.00

EXXON CO. USA

Bayonne Plant
PO Box 9025
Bayonne, NJ 07002

Clean and video inspect approximately 10,000 feet of process and storm sewers in the Bayonne facility.
Dollar Value: \$250,000.00

EXXON COMPANY USA

Cleaned and inspected via closed circuit television inspection approximately 10,000 Ft. of 8" through 36" process sewers at the Bayonne Plant.
Dollar Value: \$250,000.00

Exxon Company USA
PO Box 9025

Bayonne, NJ 07002

Lonnie Hart
(908) 474-3545
Fred Albeitz
(201) 858-5373

Cleaned and inspected via closed circuit television approximately 2,000 Ft. of 12" through 15" process and storm sewers at the Bayonne Plant.

Dollar Value: \$15,000.00

Robin Callahan
(201) 858-7209

Cleaned and inspected via closed circuit television approximately 8,000 Ft. of 4" through 24" storm sewers at the Linden Technology Center.

Dollar Value: \$110,000.00

Exxon Company USA
PO Box 23
Linden, NJ 07026
Victor Gialanella
(908) 474-3838

Cleaned various storm, sanitary and process sewers at the Westside Chemical Plant, Linden, NJ for the past 14 years. Work included both mechanical and hydraulic cleaning methods, wet and dry vacuum, and water blasting.

Dollar Value: \$100,000.00/Year

Robert Shagon
(908) 474-5911

HOFFMANN-La ROCHE

Cleaned and inspected via closed circuit television approximately 7,500 Ft. of 4" through 48" per year for the past 6 years prior to rehabilitation. Work included high pressure water blasting, wet/dry vacuum, and mechanical and hydraulic cleaning.

Dollar Value: \$100,000.00/Year

Hoffmann-LaRoche
PO Box 333
Nutley, NJ 07110
William Pitt
(201) 635-2135

HOUSING AUTHORITY OF JERSEY CITY, NJ

Cleaned and television inspected sewers on a contract basis for City Housing Authority.

Dollar Value: \$146,250.00

Jersey City Housing Authority
400 U.S. Highway #1 (Marion Gardens)
Jersey City, NJ 07306
Peter DePascale
(201) 547-6600

HOUSING AUTHORITY OF NEWARK, NJ

Clean catch basins, spray pools, and manholes along with emergency sewer cleaning for City Housing Authority on an annual contract basis.

Dollar Value: \$227,000.00

Housing Authority of the City of Newark
57 Sussex Avenue
Newark, NJ 07102
Rufus Fisher
(201) 430-2608

ICI AMERICAS

229 E. 22nd Street

Bayonne, NJ 07002

Clean and video inspect approximately 5,000 feet of storm and process sewers.

Dollar Value: \$100,000.00

DYNACORE CANADA

85 Lansing Drive

Unit P

Hamilton, Ontario L8W 2Z9

Canada

Video inspection of approximately 400 feet of brick sewer in preparation for rehabilitation.

Dollar Value: \$ 3,500.00

INTERNATIONAL TECHNOLOGY CORPORATION

Three year contract to clean and television inspect to evaluate the integrity of all subsurface piping used to transport or collect industrial wastewater, contaminated stormwater runoff and/or spills of hazardous substances including but not limited to petroleum products at Exxon's Bayway Refinery. Approximate footage = 280,000 Ft.

Dollar Value: \$1,188,000.00

IT Corporation

2200 Cottontail Lane

Somerset, NJ 08873

Mr. Dan Chen

(908) 469-5599

Three year contract to clean and television inspect to evaluate the integrity of all subsurface piping used to transport or collect industrial wastewater, contaminated stormwater runoff and/or spills of hazardous substances including but not limited to petroleum products at Exxon's Bayway Refinery. Approximate footage = 60,000 Ft.

Dollar Value: \$400,000.00

IT Corporation

2200 Cottontail Lane

Somerset, NJ 08873

Mr. Dan Chen

(908) 469-5599

JERSEY CITY, NJ

Sewer cleaning and television inspection of 1,200 Ft. of 8" through 48" sewers on an emergency basis at the New Jersey exit of the Holland Tunnel to prevent flooding.

City of Jersey City

Dollar Value: \$350,000.00

Stanley Huang

(201) 457-4757

Sewer cleaning and television inspection of approximately 9,670 Ft. of pipe on Martin Luther King Drive in Jersey City.

Dollar Value: \$265,000.00

City of Jersey City
City Hall
325 Palisade Avenue
Jersey City, NJ 07307
Mr. Safi
(201) 547-4419

LYNN WATER AND SEWER COMMISSION

Clean and inspect the Western Interceptor, including 13,380 Ft. of 18" through 75" Interceptor sewer and submain; disposal of material, and environmental restoration work. Work started August 1, 1994 and completed April 15, 1995.

Clinton Bogert Associates
Consulting Engineers
270 Sylvan Avenue
Englewood Cliffs, NJ 07632
Johannes De Waal
(201) 567-7979

MERCK & COMPANY

Cleaned and inspected via closed circuit television 4" through 10" process and sanitary sewers at the Rahway, NJ Plant.

Dollar Value: \$30,000.00

Merck & Company
PO Box 3500
Rahway, NJ 07065
Bob Hamilton
(908) 594-6083

MONSANTO CHEMICAL

Closure of 3 client lagoons entailing dredging, pumping and dewatering approximately 5 feet of bottom material along with 5 million gallons of liquids. This material was pumped through 3,000 feet of constructed pipeline to our 3 mobile belt presses for dewatering. Transportation of cake, backfill, cap and landscape was performed by subcontractors.

Dollar Value: \$500,000.00

Monsanto, Inc.
Bridgeport Plant
Bridgeport, NJ 08014
Mr. Edward Janro
(609) 467-3000

NEWARK, NJ

Sewer cleaning and television inspection and dewatering of 2,600 Ft. of 38" x 48" sewer on Ferry Street. The project also included rebuilding of a manhole and disposal of material at a minimum of 25% solids.

Dollar Value: \$137,000.00

City of Newark
239 Central Avenue
Newark, NJ 07103
Mr. Sam Mohammed
(201) 733-5970

PUBLIC SERVICE ELECTRIC & GAS

Cleaned and inspected approximately 5,000 Ft. of various 8" through 60" process and storm sewers at the Salem Nuclear Power Plant.

Dollar Value: \$400,000.00

PSE&G
PO Box 236
Hancocks Bridge, NJ 08038
Joseph Fortescue
(609) 339-5418

SANDOZ CHEMICAL

Cleaned and inspected 15,000 Ft. of 6" through 15" process and sanitary sewers at the Hanover, NJ plant.

Dollar Value: \$55,000.00

Sandoz Chemical
Route 10 East
East Hanover, NJ 07936
Richard Beekman
(201) 503-8327

OTHER NEW JERSEY PROJECTS INCLUDE:

Sewer cleaning and inspection requirement
Contract for 8" through 36" sewers

Dollar Value: \$106,000.00

McClellan Street Contract
Clean, dewater and inspect 36" x 54" sewer

Dollar Value: \$82,000.00

Blanchard Street Contract
Clean, dewater and inspect 10" x 30" sewer

Dollar Value: \$92,000.00

Doremus Avenue Project
Clean and inspect 18" x 24" sewer.

Dollar Value: \$55,000.00

NEW YORK

BRISTOL MEYERS SQUIBB

Cleaned and inspected approximately 6,000 Ft. of 4" through 18" process sewers at the Syracuse, NY Plant.

Dollar Value: \$82,000.00

Bristol Meyers Squibb
PO Box 4755
Syracuse, NY 13221
Stanley D'Souza
(315) 432-2700

GENERAL ELECTRIC COMPANY

Cleaned and inspected via closed circuit television approximately 7,000 Ft. of 8" through 18" process sewers prior to rehabilitation at the Waterford, NY Plant.

Dollar Value: \$120,000.00

General Electric Company
260 Hudson River Road
Waterford, NY 12188
Howard Koerner
(518) 233-3530

LOVE CANAL, NY

Cleaned sediments from combination sanitary/storm sewers and lift stations for the New York Dept. of Environmental Conservation. All dioxin/PCB contaminated sediments and flush water remained on site. Sediments/solids were dewatered and drummed with liquids stored in a 150,000 gallon holding tank.

Dollar Value: \$900,000.00

Sevenson Containment Corp.
P.O. Box 396
2749 Lockport Road
Niagara Falls, NY 14302
Rick Elia
(716) 284-0431

NORTH DAKOTA

AMOCO OIL COMPANY

Cleaned, television inspected, tested and sealed joints on various sewers to eliminate infiltration/exfiltration.

Dollar Value: \$54,000.00

Amoco Oil Company
Mandan Refinery
Mandan, ND 58554
Lester Helm
(701) 667-2412

PENNSYLVANIA

ALLIED SIGNAL

Clean, inspect, test and seal approximately 3,000 Ft. of 8" through 18" storm sewers at the Philadelphia, PA Plant.

Allied Signal
Margaret & Bermuda Streets
Philadelphia , PA 19137
Yefim Korsky
(215) 537-2431

Dollar Value: \$143,000.00

CROMPTON & KNOWLES

Crompton & Knowles
Route 724
Gibraltar, PA 19508
David Wieand
(215) 582-8765

Dollar Value: \$56,000.00

EXXON COMPANY USA

Cleaned and inspected via closed circuit television approximately 3,000 Ft. of storm and sanitary sewers up to 8' by 10' at the Pittsburgh, PA Terminal.

Dollar Value: \$50,000.00

Exxon Company USA
34th and A.V.R.R.
Pittsburgh, PA 15201
Jeffrey A. Dille
(412) 622-6100

HAVERTOWN, PA

National Wood Preserves, Havertown, PA Superfund Site

Cleaned and inspected approximately 2,000 Ft. of 18" through 66" sewers contaminated with PCP.

Dollar Value: \$17,000.00

Tetra Tech
P.O. Box 675
Newark, DE 19715
Chris Burns
(302) 738-7551

MERCK & COMPANY

Cleaned and inspected approximately 20,000 Ft. of 4" through 24" process, storm and sanitary sewers at the West Point, PA Plant over the past three years.

Dollar Value: \$50,000.00/Year

Merck and Company
770 Sumney Town Pike
P.O. Box 4, WP24-1
West Point, PA 19486
Ken Mawson
(215) 661-3996

PHILADELPHIA WASTEWATER TREATMENT PLANT

We have been operating five twin-belt presses (2 meter), under contract to dewater municipal liquid sludge at this permanent installation for the past 4 years. Over 110 dry tons of filter cake are produced each day. This has enabled Philadelphia to meet increased capacity demands prior to adding another plant. Our operators are responsible for daily samples and .A. documentation.

Dollar Value: \$1,200,000.00

City of Philadelphia, PA
Water Department
Southwest W.P.C.P.
8200 Enterprise Avenue
Philadelphia, PA 19153
Mr. Thomas Lauletta
(215) 492-4003

PP&L

Cleaned and inspected via closed circuit television approximately 12,000 Ft. of 2" through 60" storm and process sewers at four power plants.

Dollar Value: \$700,000.00

PP&L

2 North Ninth Street
Allentown, PA 18101
Robert Watson
(215) 774-6568

ROHM & HAAS

Cleaned and inspected approximately 2,000 Ft. of 10' x 11' combined sewer at the Philadelphia Power Plant.

Dollar Value: \$350,000.00

Rohm & Haas
PO Box 1390
Philadelphia, PA 19105-1390
Leopoldo Perez Chuck Rudnicki
(215) 537-4293 (215) 785-7470

SUN COMPANY

Cleaned and inspected approximately 6,000 Ft. of 18" through 10' x 10' process and storm sewers at the Marcus Hook, PA Plant.

Dollar Value: \$300,000.00

Sun Company
PO Box 1018
Marcus Hook, PA 19061
Thomas Ernst
(215) 339-2485

US STEEL HOMESTEAD PLANT

Cleaned and inspected approximately 10,000 Ft. of 15" through 54" underground coke oven gas lines contaminated with benzene and phenols. Material was placed into roll-off containers on site.

Dollar Value: \$600,000.00

Sauer, Inc.

46th and Hatfield Streets

Pittsburgh, PA 15201

Bill Steitz Jr.

(412) 687-4100

OHIO

UNITED STATES STEEL, LORAIN WORKS

Dry vacuum lead dust areas of the mill, including the grinding lines at the rolling mills and leaded pour areas at the B.O.P. Shop. The lead dust is transferred into 55 gallon drums and brought to a marshaling area; awaiting transport to a hazardous waste and fill in Michigan. This 5 year contract requires administration of manifests for the client. We are also providing turnkey PCB transformer inspections/documentation services at this facility.

Dollar Value: \$1,100,000.00

United States Steel Corporation

1807 E. 28th Street

Lorain, OH 44055

Mr. Russ Stinson

(216) 282-9782

WEST VIRGINIA

RHONE POULENC

Cleaned and television inspected with nitrogen purged system various storm and process sewers.

Dollar Value: \$5,000.00

Rhone Poulenc

P.O. Box 2831

Charleston, WV 25330

Joe Hino Jasa

(304) 747-6271

RECENT ENRAC PROJECTS

AKZO CHEMICAL - West Virginia

Subcontracted to perform hydraulic dredging services, removing sludge from the facility's lagoon and feeding ENRAC supplied recessed chamber plate and presses.

Dollar Value: \$150,000.00

Chemical Waste Management, Inc.

ENRAC Division

100 Nassau Park Boulevard

Princeton, NJ 08540

Mr. Paul Wolfe

(609) 243-7800

ENVIRON CORPORATION - New Jersey

Cleaned various storm sewers, manholes, pits and vaults contaminated with PCB wastes. Packaged materials for ultimate disposal. Projects located in Mid-South USA, owner prefers confidentiality.

Dollar Value: \$250,000.00

Environ Corporation
210 Carnegie Center
Suite 201
Princeton, NJ 08540
Chaltanya Bijour
(609) 452-9000

IFF CORPORATION - New Jersey

Subcontracted to pump and dewater sludge, using mobile plate and frame filter press.

Dollar Value: \$200,000.00

Chemical Waste Management, Inc.
ENRAC Division
100 Nassau Park Boulevard
Princeton, NJ 08540
Mr. Paul Wolfe
(609) 243-7800

OCCIDENTAL CHEMICAL - Durez Plant - New York

Decontamination of the Petit Creek storm water systems. Cleaned and inspected various size storm sewers and flumes contaminated with benzene. Material was placed on site in a lined dump facility.

Dollar Value: \$250,000.00

Occidental Chemical Corp.
360 Rainbow Boulevard, South
Niagara Falls, NY 14302
Joe Coveney
(716) 286-3474

VISTA CHEMICAL - Baltimore, Maryland

Subcontracted to perform hydraulic dredging services, removing sludge from the facility's lagoon and feeding ENRAC supplied recessed chamber plate and frame presses.

Dollar Value: \$125,000.00

Chemical Waste Management, Inc.
ENRAC Division
100 Nassau Park Boulevard
Princeton, NJ 08540
Mr. Paul Wolfe
(609) 243-7800

GENERAL APPROACH & WORK PROCEDURE

A physical survey of the job site will be made upon receiving a work request. If it is not possible to visit the site because of facility operations or timing, then the work plans will be reviewed. After the survey and/or plan review is done, a cost estimate will be developed and forwarded to the engineer for review. Upon approval and order by the owner, personnel and equipment will be dispatched to the job site at the time directed by the Engineer.

All video inspection activities will begin at the farthest upstream manhole and work in a downstream direction from there. If the camera cannot pass from access to access due to any obstructions, the camera will be positioned on the downstream access and a reverse set-up will be conducted to attempt to complete the inspection of the entire sewer reach.

If no access is possible at the upstream manhole, then we will use the downstream manhole; and the camera will be passed from access to access.

There will be onscreen information such as date, job street name, upstream manhole number, downstream manhole number, or any other data you feel is important and a continuous footage read out so you can track the camera's location.

If conditions are ideal - a straight pipe from manhole to manhole, and then it is our intention to use our Multi-Angle Camera (MAC) main line system to conduct the inspection. In lines with deflections or elbows where the MAC camera cannot pass, we will use one of the alternative closed circuit color mini camera systems to conduct the inspection. The only drawback is you do not have the pan and tilt head capability.

All observations will be recorded on the videotape and an audio commentary will accompany the video inspection. Computer generated television inspection reports created with WinCam Software v7.16 will be produced at the conclusion of the job and submitted with the tapes or if requested by the customer, the videotapes can be converted to Compact Discs (CD) or Digital Video Discs (DVD+R), which last longer than videotapes and allow the user to navigate through a video clip easily. Each section of pipe will be indexed so that the viewer can jump to a specific observation without the hassle of having to fast forward and rewind as it is currently done with conventional videotapes.

At the conclusion of the cleaning and television inspection operation, two copies each of all videotapes/CD's/DVD's produced and copies of our written reports will be submitted to the customer.

**NATIONAL WATER MAIN CLEANING
COMPANY**

FINANCIAL STATEMENTS

YEARS ENDED OCTOBER 31, 2017 AND 2016

NATIONAL WATER MAIN CLEANING COMPANY

YEARS ENDED OCTOBER 31, 2017 AND 2016

CONTENTS

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Independent Auditors' Report

Board of Directors
National Water Main Cleaning Company

We have audited the accompanying financial statements of National Water Main Cleaning Company (the Company), which comprise the balance sheets as of October 31, 2017 and 2016, and the related statements of income, shareholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of National Water Main Cleaning Company as of October 31, 2017 and 2016, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Ostrow Reisin Berk & Abrams, Ltd.

January 23, 2018

NATIONAL WATER MAIN CLEANING COMPANY

BALANCE SHEETS

October 31,	2017	2016
ASSETS		
Current assets:		
Cash (Note 3)	\$ 1,930,183	\$ 1,128,451
Accounts receivable (including retainage of \$3,414,204 in 2017 and \$4,534,412 in 2016), net of allowance for doubtful accounts of \$325,000 in 2017 and \$300,000 in 2016 (Notes 3 and 4)	27,351,606	25,474,742
Unbilled job costs	321,231	398,185
Other	13,081	499,196
Total current assets	29,616,101	27,500,574
Property, plant and equipment, net	12,294,539	10,154,906
Total assets	\$ 41,910,640	\$ 37,655,480

See notes to financial statements.

NATIONAL WATER MAIN CLEANING COMPANY

BALANCE SHEETS (CONTINUED)

October 31,	2017	2016
LIABILITIES AND SHAREHOLDER'S EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	\$ 5,833,328	\$ 7,058,451
Accrued bonuses	1,450,258	4,729,035
Accrued payroll and vacations	1,348,983	1,015,713
Accrued employee stock ownership plan contribution	1,129,617	1,109,323
Due to affiliated companies	423,325	203,015
Deposits on uncompleted jobs	124,940	369,780
Income taxes payable	6,724	10,810
Total current liabilities	10,317,175	14,496,127
Long-term liability:		
Note payable, parent company (Note 5)	25,258,358	17,650,000
Total liabilities	35,575,533	32,146,127
Commitments and contingencies (Notes 6, 7 and 8)		
Shareholder's equity:		
Common stock, no par value; authorized, issued and outstanding 100 shares	25,000	25,000
Additional paid-in capital	10,825,000	10,825,000
Deficit	(4,514,893)	(5,340,647)
Total shareholder's equity	6,335,107	5,509,353
Total liabilities and shareholder's equity	\$ 41,910,640	\$ 37,655,480

See notes to financial statements.

NATIONAL WATER MAIN CLEANING COMPANY

STATEMENTS OF INCOME

Years ended October 31,	2017	2016
Gross revenue (Note 3)	\$ 39,564,139	\$ 41,716,197
Servicing costs	31,890,608	29,516,550
Operating revenue	7,673,531	12,199,647
Selling and administrative expenses	5,447,220	6,966,784
Income from operations before gain on sale of equipment and subcontracting income	2,226,311	5,232,863
Gain on sale of equipment	2,184	140,989
Subcontracting income	409,824	456,581
Total gain on sale of equipment and subcontracting income	412,008	597,570
Income from operations	2,638,319	5,830,433
Other income (expense):		
Disposal income	174,503	224,909
Miscellaneous income	556,098	162,401
Interest expense (Note 5)	(1,293,166)	(1,171,780)
Total other expense, net	(562,565)	(784,470)
Net income	\$ 2,075,754	\$ 5,045,963

See notes to financial statements.

NATIONAL WATER MAIN CLEANING COMPANY

STATEMENTS OF SHAREHOLDER'S EQUITY

	Common stock	Additional paid-in capital	Deficit	Total
Balance, October 31, 2015	\$ 25,000	\$ 10,825,000	\$ (7,786,610)	\$ 3,063,390
Dividends			(2,600,000)	(2,600,000)
Net income			5,045,963	5,045,963
Balance, October 31, 2016	25,000	10,825,000	(5,340,647)	5,509,353
Dividends			(1,250,000)	(1,250,000)
Net income			2,075,754	2,075,754
Balance, October 31, 2017	\$ 25,000	\$ 10,825,000	\$ (4,514,893)	\$ 6,335,107

See notes to financial statements.

NATIONAL WATER MAIN CLEANING COMPANY

STATEMENTS OF CASH FLOWS

Years ended October 31,	2017	2016
Cash flows from operating activities:		
Net income	\$ 2,075,754	\$ 5,045,963
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	4,598,780	4,588,429
Gain on sale of equipment	(2,184)	(140,989)
Provision for doubtful accounts	73,016	(25,157)
(Increase) decrease in operating assets:		
Accounts receivable	(1,949,880)	(2,291,755)
Unbilled job costs	76,954	(64,700)
Other current assets	486,115	(181,976)
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	(1,225,123)	(4,641,980)
Accrued bonuses	(3,278,777)	4,357,925
Accrued payroll and vacations	333,270	158,441
Accrued employee stock ownership plan contribution	20,294	70,161
Due to affiliated companies	220,310	(123,960)
Deposits on uncompleted jobs	(244,840)	356,654
Income taxes payable	(4,086)	1,530
Net cash provided by operating activities	1,179,603	7,108,586
Cash flows from investing activities:		
Proceeds from sale of equipment	6,099	146,607
Purchase of property, plant and equipment	(6,742,328)	(2,095,111)
Net cash used in investing activities	(6,736,229)	(1,948,504)

See notes to financial statements.

NATIONAL WATER MAIN CLEANING COMPANY

STATEMENTS OF CASH FLOWS (CONTINUED)

Years ended October 31,	2017	2016
Cash flows from financing activities:		
Dividends paid	\$ (1,250,000)	\$ (2,600,000)
Proceeds from note payable, parent company	9,200,000	5,100,000
Payments on note payable, parent company	(1,591,642)	(7,800,000)
Net cash provided by (used in) financing activities	6,358,358	(5,300,000)
Net increase (decrease) in cash	801,732	(139,918)
Cash, beginning of year	1,128,451	1,268,369
Cash, end of year	\$ 1,930,183	\$ 1,128,451
Supplemental disclosures of cash flow information:		
Cash paid (received) during the year for:		
Interest	\$ 1,293,166	\$ 1,171,780
Income taxes	\$ 4,400	\$ 2,415
Income taxes refunded	\$ (314)	\$ (3,945)

See notes to financial statements.

NATIONAL WATER MAIN CLEANING COMPANY

NOTES TO FINANCIAL STATEMENTS

1. Description of operations and summary of significant accounting policies

Description of operations:

National Water Main Cleaning Company (the Company) is an industrial maintenance and municipal sewer cleaning contractor located in Newark, New Jersey. The Company extends credit to customers, substantially all of whom are located in the northeastern United States.

Basis of reporting income:

Income on jobs is recognized by the completed contract method, by which income is recorded only at the time of completion of the job. This method is used because the Company's typical contract is short-term and, therefore, the financial position and results of operations reported on the completed contract basis would not vary materially from those resulting from use of the percentage-of-completion method.

Property, plant and equipment and related depreciation and amortization:

Property, plant and equipment is stated at cost, which includes major additions, improvements and betterments. Normal repairs and maintenance and other costs that do not improve the property, or extend the useful life of the asset, are expensed as incurred. Depreciation is calculated using accelerated methods over the estimated useful life of the asset. Leasehold improvements are amortized over the shorter of the life of the lease or the asset's estimated useful life using the straight-line method. The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying amount of the assets may not be recoverable or the asset is being held for sale. If the carrying value exceeds the estimated recoverable amount, the asset is written-down to fair value. No impairment losses were recognized in 2017 or 2016.

NATIONAL WATER MAIN CLEANING COMPANY

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

1. Description of operations and summary of significant accounting policies (continued)

Property, plant and equipment and related depreciation and amortization: (continued)

The major classes of property, plant and equipment are as follows:

October 31,	2017	2016
Property, plant and equipment:		
Vehicles	\$ 16,831,960	\$ 14,479,183
Service equipment	32,172,501	27,380,092
Shop equipment	316,664	306,464
Office equipment	698,222	705,917
Leasehold improvements	2,889,928	2,889,928
	52,909,275	45,761,584
Less accumulated depreciation and amortization	40,614,736	35,606,678
Property, plant and equipment, net	\$ 12,294,539	\$ 10,154,906

Income taxes:

The Company's taxable income is included in the consolidated federal income tax return filed by its parent company, The Carylton Corporation.

The parent company and its subsidiaries have elected to be taxed as S Corporations under the provisions of the Internal Revenue Code. Under these provisions, the parent company and its subsidiaries are not required to pay federal income taxes on their income, if any. Instead, the shareholders of the parent company are liable for the federal income taxes on their respective shares of the parent company's and its subsidiaries' income, if any. However, the Company is liable for state income taxes, where applicable.

Advertising:

The Company expenses all costs of advertising as they are incurred. Advertising expense was approximately \$11,000 and \$13,000 for the years ended October 31, 2017 and 2016, respectively.

NATIONAL WATER MAIN CLEANING COMPANY

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

1. Description of operations and summary of significant accounting policies (continued)

Use of estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Reclassification:

Certain accounts in the prior year financial statements have been reclassified for comparative purposes in order to conform with the presentation in the current year financial statements.

Subsequent events:

Management of the Company has reviewed and evaluated subsequent events from October 31, 2017, the financial statement date, through January 23, 2018, the date the financial statements were available to be issued.

2. Related parties

The Company is a wholly-owned subsidiary of The Carylton Corporation. From time to time, the Company may share contracts and expenses with affiliated companies. Each company recognizes its proportionate share of the contract revenue and expense.

Equipment with an original cost of \$734,143 was purchased from affiliated companies for \$373,000. The cost and accumulated depreciation previously taken by the affiliates were recorded on the Company's books.

The Company has an agreement with its parent company by which the Company is charged a premium for health insurance and the parent company is responsible for the payment of health insurance claims. The Company paid approximately \$1,739,000 and \$1,634,800 of premiums for the years ended October 31, 2017 and 2016, respectively.

NATIONAL WATER MAIN CLEANING COMPANY

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

3. Risks

Credit risk:

The Company maintains its cash in bank accounts which, at times, may exceed federally-insured limits. At October 31, 2017 and 2016, the Company has approximately \$2,629,100 and \$1,970,300, respectively, in excess of federally-insured limits. Management believes that the Company is not exposed to any significant credit risk on cash.

Major customers:

One customer accounted for 16% of service revenue for the year ended October 31, 2017. One customer accounted for 19% and for 15% of accounts receivable at October 31, 2017 and 2016, respectively.

4. Trade accounts receivable

Trade accounts receivable are stated at the amount management expects to collect from outstanding balances. Management estimates the allowance based on an analysis of specific customers, taking into consideration the age of the past due accounts and an assessment of the customer's ability to pay.

5. Note payable, parent company

The note is payable to the Company's parent, The Carylton Corporation. The note is unsecured and originally due on November 1, 2017, but was subsequently extended to November 1, 2018, with interest payable monthly at 4%. The interest expense for the years ended October 31, 2017 and 2016 was approximately \$1,293,200 and \$1,171,800, respectively.

NATIONAL WATER MAIN CLEANING COMPANY

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

6. Employees' savings and profit-sharing plan, defined-benefit pension plan and employee stock ownership plan

The Carylton Corporation has an employees' savings and profit-sharing plan, which qualifies under Section 401(k) of the Internal Revenue Code (the Code). The plan covers qualified employees of The Carylton Corporation and its subsidiaries who meet the prescribed service requirements. The plan allows eligible employees to contribute up to 20% of their annual compensation, subject to the maximum limitation under the Code. The Company does not make contributions to this plan.

The parent company also maintained a defined-benefit pension plan for substantially the same group of employees. That plan was frozen effective February 24, 1999 and terminated effective October 31, 2017. Accordingly, no new employees will be eligible to participate in the plan and no additional benefits will be earned by existing participants after that date. The defined-benefit pension plan contribution expense was approximately \$104,500 and \$10,200 for the years ended October 31, 2017 and 2016, respectively.

The parent company adopted an employee stock ownership plan (ESOP). The plan covers qualified employees of The Carylton Corporation and its subsidiaries who have met the prescribed service requirements. For the years ended October 31, 2017 and 2016, contributions to the plan are discretionary as determined by the Board of Directors of the parent company. The employee stock ownership plan expense was approximately \$1,129,600 and \$1,109,300 for the years ended October 31, 2017 and 2016, respectively.

7. Multiemployer pension plans

The Company is a participating employer in two multiemployer, defined-benefit pension plans for employees who participate in collective bargaining agreements. Contributions of \$441,959 and \$517,003 during the years ended October 31, 2017 and 2016, respectively, were charged to operations for the Company's ongoing participation in these defined-benefit plans. Some, but not all, employees of the Company are participants in these multiemployer plans. The inherent risk of participating in these defined-benefit plans is that under current law regarding the multiemployer benefit plans, a plan's termination, the Company's voluntary withdrawal or mass withdrawal of all contributing employers from any under-funded, multiemployer pension plan would require the Company to make payments to the plan for the Company's proportionate share of the multiemployer plan's unfunded vested liabilities.

NATIONAL WATER MAIN CLEANING COMPANY

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

7. Multiemployer pension plans (continued)

The Company's participation in each of these multiemployer plans for the years ended October 31, 2017 and 2016 is outlined in the table below. The "EIN/Pension Plan Number" column provides the Employer Identification Number (EIN) and the three-digit plan number, if applicable. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2017 and 2016 is for the plans' years ended December 31, 2016 and 2015. The zone status is based on information that the Company received from the plans and is certified by the plans' actuary. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the yellow zone are less than 80 percent funded and plans in the green zone are at least 80 percent funded. The "FIP/RP Status Pending/Implemented" column indicates plans for which financial improvement plan (FIP) or rehabilitation plan (RP) is either pending or has been implemented. The last column lists the expiration dates of the collective bargaining agreements to which the plans are subject.

Pension Fund	EIN/Pension Plan Number	Pension Protection Act Pension Zone Status		FIP/RP Status Pending/Implemented	Entity Contributions		Surcharge Imposed	Expiration Date Collective Bargaining Agreement
		2017	2016		2017	2016		
IUOE Local 137 Pension Plan	EIN: 13-1825849/001	Green	Green	No	\$ 17,890	\$ 10,260	No	03/05/2017*
IUOE Local 4 Pension Plan	EIN: 04-6013863/001	Green	Green	No	424,069	506,743	No	04/30/2019
Total contributions					\$ 441,959	\$ 517,003		

*The current collective bargaining agreement expired on March 5, 2017. The Company is in the process of renegotiating a new collective bargaining agreement and is operating under the terms of the expired contract.

NATIONAL WATER MAIN CLEANING COMPANY

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

8. Lease commitments

The Company leases a portion of its building facilities from an affiliated company. The leases, which expire on October 31, 2020, are for a five-year period at an annual rental of \$31,200, \$420,000 and \$94,500. The Company leased a building from an officer of the parent company on a month-to-month lease through September 30, 2016. The Company must also pay all operating expenses and real estate taxes. The Company leases additional facilities from unrelated parties, which expire at various dates through November 2022. Future minimum rent to related parties is as follows:

Year ending October 31:	Related party	Unrelated party	Amount
2018	\$ 545,700	\$ 311,386	\$ 857,086
2019	545,700	290,053	835,753
2020	545,700	183,386	729,086
2021		183,386	183,386
2022		149,915	149,915
After		4,150	4,150
Total	\$ 1,637,100	\$ 1,122,276	\$ 2,759,376

In addition to the above, the Company is also liable for a portion of real estate taxes and operating expenses.

Total rent expense was \$545,700 and \$545,700 to related parties and \$326,091 and \$317,601 to unrelated parties for a total of \$871,791 and \$863,301 for the years ended October 31, 2017 and 2016, respectively.

FINANCIAL REFERENCES

NATIONAL WATER MAIN CLEANING CO

1806 Newark Turnpike

Kearny, NJ 07032

A DIVISION OF THE CARYLON CORPORATION

FEDERAL TAX ID # 22-1753261

STATE INCORPORATED: NEW JERSEY, JULY 1964

DUNS#01-151-5814

BANK REFERENCES:

Wells Fargo Bank, N.A.
120 Mountain View Blvd, #200
Basking Ridge, NJ 07920

CONTACT:

Priscilla White - Assistant Vice President
(312)345-1176 Priscilla.White@wellsfargo.com

ACCOUNT:

8804 5 05423

BONDING COMPANY:

Travelers Property Casualty
215 Shuman Blvd
Naperville, IL 60563

CREDIT REFERENCES:

Pabst Engineering
676 Pennsylvania Ave
Elizabeth, NJ 07201
(908)353-2880
(908)353-1916

Cummins Metropower
41-85 Doremus Ave
Newark, NJ 07105
(973)491-0100
Donald.lee@cummins.com

Superior Distributors
4 Midland Ave
Elmwood Park, NJ 07407
(201)797-9490
(201)791-8129

Transaxle
Rt 73 & O'Donnell Lane
Cinnaminson, NJ 08077
(800)345-1911
(856)665-4880

Custom Bandag
401 E Linden Ave
Linden, NJ 07036
(908)862-2400
(908)862-2761

OFFICERS:

Salvatore F. Perri
James O. Lounsbery
Joseph Perone
Raymond Lindsley

President
Executive Vice President
Assistant Vice President
Secretary/Treasurer



NATIONAL WATER MAIN CLEANING CO.
The Environmental Protection Specialists
An Equal Opportunity Employer

NYC DEC License #4416

Contracts In Progress

Rev. 8/8/2018

Owner / Engineer & Reference	Contract # / Name	Contract Amount (\$)	Bid Date	Est. Start Date	Est. Comp. Date
Brick Township Municipal Utilities Authority 1551 Highway 88 West, Brick, NJ 08724 (732) 458-7000	Barrier Island - Sanitary Sewer Lateral Connection Repairs - Contract No. 817001	\$ 675,524.00	10/17/17	1/8/2018	10/31/2018
Central Park Conservancy 14th E. 60th Street, New York, NY 10022 (212) 446-2254	Storm & Sanitary Drain Maintenance Parkwide	\$ 161,250.00	9/29/17	10/27/2017	
Holmes, Walton & Washigton 1074 Hwy 90 Chipley, Florida 32428	Ponce De Leon Oper - Video Pipe Inspection (FDOT CONTRACT)	\$ 481,715.00	12/14/17	4/2/2018	12/31/2018
State Of Florida Department of Transportation District Two Procurement Office 1109 South Marion Avenue, Lake City, FL 32025 (386) 961-7732	Clean, Inspect, Video & Map the Storm Water System in District 2 (FDOT CONTRACT)	\$ 256,490.00	12/20/2016		2/1/2020
MTA - NYC Transit 2 Broadway - 19th Floor, New York, NY 10004 (646) 252 - 4591	Cleaning of NYCT Track Drains	\$ 7,961,010.00	10/4/2017	10/5/2017	10/4/2018
New Jersey Department of Transportation P.O. Box 600, Trenton, New Jersey 08625, (609) 530-6356	Drainage Restoration North -2017 DP-17455	\$ 2,036,750.00	4/11/2017	6/4/2018	6/30/2019
New Jersey Department of Transportation P.O. Box 600, Trenton, New Jersey 08625, (609) 530-6356	Drainage Restoration Central -2017 DP 17457	\$ 4,493,927.75	6/22/2017	8/7/2017	12/31/2018
New Jersey Department of Transportation P.O. Box 600, Trenton, New Jersey 08625, (609) 530-6355	Drainage Restoration South- 2017 DP- 17458	\$ 1,895,817.15	8/8/2017	10/23/2017	3/31/2019
New York City Department of Environmental Protection 59-17 Junction Boulevard, Flushing, NY 11373 (212) 639-9678	1413-PS (R) Removal and Disposal of Residuals Form Collection Facilities City Wide (NYCDEP)	\$ 10,316,521.00	10/5/2016	2/14/2017	2/13/2020
New York City Department of Environmental Protection 59-17 Junction Boulevard, Flushing, NY 11373 (212) 639-9677	1417-PS REMOVAL AND DISPOSAL OF RESIDUALS FROM LARGE DIAMETER AND LONG SEWERS (NYCDEP)	\$ 4,881,807.00	11/25/2015	5/23/2016	5/22/2019
New York City Department of Environmental Protection 59-17 Junction Boulevard, Flushing, NY 11373 (212) 639-9675	1418-PS Wards Island, Bronx Intersecting Sewer Unconventional Cleaning (NYCDEP)	\$ 8,690,500.00	4/30/2015	1/5/2016	8/3/2019
New York City Department of Environmental Protection 59-17 Junction Boulevard, Flushing, NY 11373 (212) 639-9676	SCTV-16 Cleaning and CCTV Inspection of Sewers at unknown Locations in the City Sewer System (NYCDEP)	\$ 2,749,960.00	10/21/2015	7/18/2016	7/27/2019
New York City Department of Environmental Protection 59-17 Junction Boulevard, Flushing, NY 11373 (212) 639-9677	TL-16 Removal & Disposal of Debris/Residuals accumulated in Truck Lines 48" and Larger, Citywide. (NYCDEP)	\$ 3,077,255.00	6/29/2016	4/24/2017	5/22/2019
New York City Department of Environmental Protection 59-17 Junction Boulevard, Flushing, NY 11373 (212) 639-9678	Service of a Mobile Vector, Jet Flusher Machine for Sewer & Catch Basin Cleaning with an Operator & Laborer, Staten Island & Brooklyn AHC17-RK (NYCDEP)	\$ 2,326,425.00	1/31/2017	9/27/2017	9/4/2019
New York City Department of Environmental Protection 59-17 Junction Boulevard, Flushing, NY 11373 (212) 639-9679	Service of a Mobile Vector, Jet Flusher Machine for Sewer & Catch Basin Cleaning with an Operator & Laborer, Manhattan & Bronx AHC17-MX (NYCDEP)	\$ 3,216,374.00	1/28/2017	10/4/2017	9/4/2019
New York City Parks & Recreation 110 Williams Street, New York, NY 100038 (212) 513-6300	Sewer Sludge Cleaning and Disposal (NYCPR)	\$ 210,500.00	8/18/2016	11/23/2016	6/29/2018
North Bergen, Town Of 4233 Kennedy Blvd North Bergen, NJ 07047 (201) 392-2040	Bergenline Avenue Sewer Lining 70th Street to 82nd Street NB -1296 REBID	\$ 253,325.50	12/2/2016	1/29/2017	
Old Bridge Municipal Utilities Authority 200 High Street, Mt. Holly, NJ 08060 (609) 267-8310	Southwood Sewer Lining, Phase 3	\$ 487,766.00	12/12/2017	3/5/2018	6/30/2018

Orange, County of 719 S. Woodland Boulevard, DeLand, FL 32720 (407) 384-4606	Pipe Desilt & Video - Route Maintenance District 5 - Contract No. E5U33 (FDOT)	\$ 489,555.50	9/6/2017	12/11/2017	7/26/2018
MTA - New York City Transit 2 Broadway - 19th Floor New York, NY 10004	Cleaning of NYCT Track Drains	\$ 461,010.00	9/25/2017	10/5/2017	1/4/2018
Palm Beach FL, County of 50 S. Military Trail Suite 110 West Palm Beach, FL 33415 (561) 616-6800	SEWER PIPELINE AND MANHOLE CLEANING AND INSPECTION SERVICES, TERM CONTRACT# 16046	\$ 371,100.00	9/22/2016	6/19/2017	11/21/2018
Paterson NJ, City of 115 Market Street Paterson, NJ 07605 (973) 321-1367	Inspection, Cleaning & Maintenance of the CSO Regulators, Solid Control Facilities and Inverted Syphons	\$ 1,070,480.00	3/2/2017	5/26/2017	3/31/2018
Paterson NJ, City of 115 Market Street Paterson, NJ 07605 (973) 321-1368	TV Inspection & Cleaning of Sewer & Utility Markouts - Bid No. 18.25	\$ 481,625.00	12/5/2017	5/29/2018	11/30/2018
Polk FL, County of 330 West Church Street, Rm 150 Bartow, FL 33831 (863) 534-6757	Storm Pipes & Structure Rehabilitation Bid number - 18-460	\$ 500,425.00	4/11/2018	7/3/2018	6/30/2019
Pequanock River Basin Regional Sewerage Authority 111 Wood Avenue South Iselin, NJ 08830 (800) 632-3272	2017 Sanitary Interceptor Sewer Cleaning & Internal Video Inspection Project Contract No. PRB-17-1	\$ 53,307.25	9/14/2017	12/7/2017	1/22/2018
Port Authority Of NY & NJ 150 Greenwich Street, 21st flr New York, NY 10007 (212) 435-8427	PERFORMANCE OF EXPERT PROFESSIONAL CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION OF STORM DRAIN SYSTEMS AS REQUESTED ON A "CALL-IN" BASIS DURING 2017-2020	\$ 183,591.41	8/22/2016	3/10/2017	1/1/2020
Raritan, Borough of 22 First Street Raritan, NJ 08869 (908) 454-3060	2018 Sanitary Sewer Rehabilitation - Phase 1 Ref# 18-00471	\$ 242,875.00	3/22/2018	5/29/2018	7/7/2018
Ridgefield, Borough of 604 Broad Avenue Ridgefield, NJ 07657 (201) 943-5215	Edgewater Avenue Sewer Repair (FY 2016 CDBG)	\$ 223,461.00	4/18/2018	6/27/2018	8/10/2018
Scarsdale, Village of 1001 Post Road, Scarsdale, NY 10583 (914) 722-1100	Cleanout, TV & Cured in Place Pipe Lining Contract VM # 1223	\$ 937,775.00	7/25/2017	9/1/2017	6/1/2019
Suez Water Long Island, NY 200 Old Country Road, Suite 265 Mineola, NY 11501 (516) 277-5900	Network Sewer Maintenance Services	\$ 700,000.00	3/2/2016	4/26/2016	12/31/2017
COUNTY OF SUFFOLK, NY DEPARTMENT OF PUBLIC WORK 335 YAPHANK AVENUE, YAPHANK NY 11980-9744 ROBERT PIERRO (631) 852-5216	Annual Requirement Contract - Wastewater Digital Scanning Contract No. WOS-052514	\$ 770,221.64	5/7/2014	5/23/2014	5/24/2018
COUNTY OF SUFFOLK, NY DEPARTMENT OF PUBLIC WORK 335 YAPHANK AVENUE, YAPHANK NY 11980-9744 ROBERT PIERRO (631) 852-5216	DIGITAL VIDEO INSPECTION, CLEANING, GROUTING, LINING, PUMPING, & REHABILITATION AS NEEDED	\$ 500,000.00	5/7/14	7/1/2014	12/31/2019
Toho Waters Authority 1628 S. John Young Parkway Kissimmee, FL 34741 (407) 945-5180	Gravity Sewer Cleaning & Inspection Services (Rebid)	\$ 401,012.50	11/16/17	6/11/2018	
Tri-Municipal Sewer Commission 245 Sheafe Road Wappingers Falls, NY 12590 (845) 297-5750	Manhole Repairs	\$ 155,900.00	5/1/18		12/4/2018
Union, Township of 1978 Morris Avenue, Union, NJ 07083 (908) 851-8505	West Branch Interceptor Sewer Cleaning	\$ 55,800.00	10/3/17	1/25/2018	
Western Monmouth Utilities Authority, 103 Pension Road, Marlboro Township NJ 07726	Sanitary Sewer Cleaning & TV Contract	\$ 121,650.10	1/20/2016	2/1/2016	1/31/2018
White Plains, City Of 255 Main Street, White Plains, NY 10601 (914) 422-1206	Catch Basin Cleaning at Various Locations Contract No. 903068	\$ 17,240.00	5/20/2015	6/9/2016	5/6/2018
White Plains, City Of 255 Main Street, White Plains, NY 10601 (914) 422-1207	Westchester Avenue Cleaning and CCTV Inspection of 24" Sanitary Sewer Lines & Manholes	\$ 22,058.00	4/24/2018	5/29/2018	6/30/2018
Township of Woodbridge 1 Main Street Woodbridge, NJ 07095-335	2017 Sanitary Sewer Cleaning & TV of MCUA Mini Systems 3,4,5,6,7,8,17,18,19,20 & Trenchless Pipe Spot Repair - Contract No. 2017-012	\$ 329,239.96	8/25/2017	9/19/2017	3/19/2018
TOTAL:		\$62,321,203.64			

Salvatore Perri
President/
Regional Resource Manager
National Water Main Cleaning Company
(800) 242-7257

DUTIES:

- * Daily operation of a three-division service company, encompassing industrial cleaning, municipal services, and hydro-excavation
- * Initiating and coordinating the start up of major industrial cleaning contracts; municipal catch basin cleaning, and sewer cleaning and video inspection contracts; and large hydro excavation contracts ranging in value up to low eight figures
- * 125 plus service vehicles for use on a daily basis by the Industrial Cleaning Division at top Fortune 500 companies and public utilities
- * Cost estimation of Projects
- * Generate Project Proposals
- * Customer Relations and Sales
- * Quality of Service

RELEVANT PROJECTS:

Responsible for estimating, project startup and contract administration. Relinquished control and coordination of project managers of the following contracts:

New York City DEP, Contracts H11-H14 (\$23.5M) : Clean, transport and dispose of all debris, install hoods to reduce floatables for 140,000 catch basins on a citywide basis.

New York City DEP, Contracts TV1, TV4, TV7-9 (\$10.9M): Clean and video inspect approximately 3 million linear feet of various sewers citywide and dispose of all debris.

Boston Water & Sewer Commission, Boston, MA (\$6.0M): Install two bulkheads on the Charles and Muddy Rivers. Also, remove and dispose 16,000 cyds of debris from approximately two miles of 17'x12' to 26'x12' underground conduits.

IT Corp./Exxon Co., USA, Linden, NJ (\$3.5M): Cleaning and video inspection of all process, sanitary and storm sewers in the Bayway Refinery as part of site remediation for sale of property.

Exxon Co., USA, Linden (Vacuum Services Contract), NJ (\$4.8M): Provided 24/7 vacuum services to refinery for general plant maintenance, product recovery, and spill control.

City of Newark-Frelinghuysen & Meeker Ave. Contract (\$1.5M): Clean, disposal of debris, inspection of 5' to 10' diameter combined sewers.

SPECIAL TRAINING, CONTINUING EDUCATION & CERTIFICATIONS:

- * 40 Hour Hazardous Waste Operation & Emergency Response Certificate
- * 8 Hour Refresher Training
- * Exxon Chemical Company SHAIC Training
- * Tosco Refining Company Training, Linden, New Jersey

James Oscar Lounsbery
Vice President
National Water Main Cleaning Company, Newark, New Jersey

START DATE: July 1988

RESPONSIBILITIES:

Conduct Project/Job Surveys	Generate Project Proposals
Quality control of final product and services	Cost Estimation of Projects
Continuous improvement of TV Equipment	Customer Relations
Governmental Compliance to OSHA & DOT Regulations	GPS/GIS Project Manager
Upkeep and maintenance of Video Inspection Equipment	Project Start-up
Develop and Implement Safety and Equipment training modules	Sales Presentations

RELEVANT PROJECTS:

IT Corp./Exxon Co., USA and Linden Technology Center Linden and Bayonne, New Jersey
Cleaning and Video inspection services as part of site remediation.

Boston Water & Sewer Commission, Boston, Mass: Conducted two contracts to clean and video inspect sewers and performed Hydro Excavation to locate water services and determine if they were lead or copper.

Merck & Company, West Point, PA: Conducted video inspection of various sized sewers, tank clean outs, and water main cleaning since 1991.

New York City DEP, Contract: Coordinated all activities associated with the cleaning and video inspection of sewers in all 5 boroughs. Managed all aspects of the contract.

New York City Department of Design & Construction (NYCDDC): Project manager responsible for coordinating all sewer cleaning and video inspection activities with DDC staff, over a ten block radius of Ground Zero in New York City.

ERM-Northeast/Juncos, Puerto Rico

Arthur D. Little Consulting Engineers - San Jose de Costa Rica, Costa Rica & Bogota, Colombia:
Mobilized on various occasions to assist in the decontamination of mercury and chromium contaminated sewer system. Oversaw the cleaning operation and conducted video inspection of the sewer system to verify contamination 100% removed. Handled containerizing of metallic mercury.
Assisted in the fabrication of cleaning tools for the removal of waste.

SPECIAL TRAINING, CONTINUING EDUCATION & CERTIFICATIONS:

- * Certified by the National Association of Sewer Service Companies in Pipeline Assessment & Certification Program (PACP) (Trainer)
- * Certified by the Joint Committee of the American Board of Industrial Hygienist and the Board of Certified Safety Professionals as an Occupational Health and Safety Technologist (OHST).
- * 40 Hour Hazardous Waste Operation & Emergency Response Certificate
- * 8 Hour HAZWOPER Supervisor Certificate and Refresher Training (Current)
- * Tosco Refining Company Training, Linden, New Jersey (Current)
- * Merck & Company West Point Contractor Safety Orientation, West Point, Pa. (Current)
- * ICI Americas, Bayonne, New Jersey (Current)
- * State of New Jersey Department of Environmental Protection Certified Commercial Pesticide Applicator

EDUCATION: Bachelor of Science, Chemical Engineering: May 1987
Clarkson University, Potsdam, New York

DENNIS P. SULLIVAN, P.E.
Assistant Vice President
National Water Main Cleaning Co.

EXPERIENCE

National Water Main Cleaning Company, Boston, MA

General Manager: Opened up an office in the Boston area for National Water Main Cleaning Company. Our general scope of services consists of infrastructure rehabilitation including Concrete restoration, epoxy coating, vacuum and television inspection services, and construction/new utility installation services. Built work force up to 25 workers. Conducted all hiring and firing. Developed a division consisting of 20 Laborers/Operators, one mechanic, one office manager, one office manager assistant and two superintendents. Responsible for bidding all work and developing all proposals. Set up and oversee all field operations including daily scheduling, sequencing and manpower utilization. Supervise all costs tracking, payroll, invoicing and bill payments. Oversee equipment purchasing, maintenance and equipment utilization with sister companies. Conduct all project management responsibilities including submittals, schedules, ordering materials, correspondences, monthly estimates, change orders etc. Report directly to the President of National Water Main Cleaning Company.

Boston Water and Sewer Commission, Boston, MA

Project Engineer: Storm drain and sewer design and provide construction management duties for multiple water, drain and sewer line installation projects within the City of Boston. Develop Plans and Specification to be put out for Bid. Award construction contracts and remain as the Commission representative to the contractors during the construction phase. Answer all design and construction questions. Supervise several construction inspectors and two survey parties. Processed monthly estimates, negotiate change orders and as built all jobs in Auto Cad from construction total station surveys.

J.F. White Contracting Company Inc., Newton, MA

Contracts: Central Artery / Tunnel Project
C15A1: I93, Sumner & Callahan Tunnel Interchange (\$387 Million)

Project Engineer: Responsible for the construction of two structural steel Ramp Structures and associated foundation elements. Also supervised the construction of \$30 million dollars worth of various utility relocations. Prepared shop drawings, ordered materials and coordinated several subcontractors for ramp demolition, caisson installation, structural steel erection and concrete deck construction. Coordinated work with utility subcontractors for all utility work relocation. Utilized the construction management software Expedition to track submittals, pay items, correspondences, RFIs, and change orders.

Contract: Central Artery / Tunnel Project
C04A5: Operation Control Center (\$25 Million)

Assistant Superintendent: Field representative for all subcontractor work. Coordinated reinforcement installation and concrete construction for caisson and grade beam installation and other related concrete work. Field representative for structural steel erection of a five story building. Ordered all concrete, performed material takeoffs and scheduled site deliveries of all materials.

Contract: Central Artery / Tunnel Project
C04A1: Immerse Tube Tunnel (\$300 Million)

Field Engineer: Provided survey layout for the construction of a cofferdam located at the interface of the immerse tube tunnel at the South Boston Portal. Assisted in the field coordination work for concrete scheduling.

Contract: Boston College Parking Garage (\$30 Million)

Field Engineer: Responsible for supervising two surveyors and two construction crews. Coordinated site engineering design work associated with the construction of 1000 l.f. of reinforced concrete retaining wall and numerous temporary support structures. Construction Management duties consisted of supervising the precast garage erection in addition to numerous site utilities installation. Estimated and negotiated change orders with the Boston College Construction Architect.

Massachusetts Highway Department, Boston, MA

95-96

Contract: Central Artery / Tunnel Project

Area Engineer: Responsible for design review of the Preliminary Design and Final Design packages for Central Artery/Tunnel Contracts within the South Boston and East Boston area. Reviewed and coordinated design work in accordance with State and Federal agencies including Massport, MBTA, and the Federal Highway Administration.

EDUCATION

Northeastern University, Boston, MA

M.S. Civil Engineering Program
(Completed courses in Bridge Design, Reinforced Concrete Structures, Adv. Structural Analysis)

Worcester Polytechnic Institute, Worcester, MA

B.S. Civil Engineering, May 1990

CERTIFICATIONS

Professional Engineer (Massachusetts, No.39504)
Massachusetts Contracting License (CS063459)
YMCA Scuba Diving Certified

PROFESSIONAL AFFILIATIONS

New England Water Environmental Association
Boston Society of Civil Engineers

Joseph D Perone

Assistant Vice President
National Water Main Cleaning Company
Phone (800) 242-7257 Fax (973)483-5065
E-Mail jperone@nwmcc.com

Work History

- National Water Main Cleaning Co. Newark New Jersey
(05/2011 - Present)
Assistant Vice President
- National Water Main Cleaning Co. Newark New Jersey
(2007 - 2010)
Operations Manager
- National Water Main Cleaning Co. Newark New Jersey
(Feb.2001 – 2007)
Project Manager
- Underground Video Inspection Inc. Hillsdale New Jersey
(August 1997 – February 2001)
Vice President
- Bergen County Utilities Authority Little Ferry, New Jersey
(March 1993 – August 1997)
Sewer Worker
Plant Operator
Solids Operator

Education

Hackensack High School, Hackensack, New Jersey
(1968 – 1971) Graduated
Bergen Community College
(1979 – 1981) Various Engineering Courses
Bergen Tech
(1982 – 1983) Water & Wastewater Collections & Treatment
Rutgers University
(2006 – 2007) Advanced Wastewater Collections

Qualifications:

- * Certified and Licensed by New Jersey Department of Environmental Protection in Public Wastewater Treatment. Treatment License #0018221

- * Certified and Licensed by New Jersey Department of Environmental Protection in Public Wastewater Collection. Collection License #C 2161
- * Certified and Licensed by the State of New Jersey in Pesticide Application for the control of roots in sewer systems. Applicators License #26746B, Business Applicators License #98181A
- * Member of the Water Environment Federation since February 1998
- * Member of the Collection Committee for the New Jersey Water Environmental Federation
- * Certified Applicator of Cured in Place Point Repairs in Stephens Technology from Florida and Epros International based in Europe
- * Certified Applicator Cured in Place Lateral Lining Process, Epros, Nu-Flow & Maxi Liner Systems
- * Licensed by the New Jersey Board of Realtors as a certified Real Estate Sales Agent
- * Certified in confined space entry
- * Certified and Trained PACP

Present Responsibilities

Assistant Vice President

Manage Projects
 Interviewing & Hiring New Employees for Work Force
 Personnel Motivation & Discipline
 Conduct Project/Job Surveys
 Cost Estimating of Projects
 Generate Project Proposals
 Oversee Project Start-ups
 Customer Relations
 Corporate Equipment Purchasing
 (medium to light duty)
 Equipment Design

Sales and Marketing

Customer Training & Presentations
 Create Training Manuals

Pipe Lining Manager

Oversee all aspects of:

- Cured in Place Point Repairs
- Lateral Connection Repairs
- Manhole to Manhole Lining
- Corporate Resin Control & Inventory
- Research and Development New Lining Techniques and Processes
- Equipment Purchase and Design
- Specification and Technical Manager

IRNESA OKANOVIC
Bids & Contracts Manager
National Water Main Cleaning Co., Newark NJ

EDUCATION:

College Of Staten Island, CUNY, B.A. Management

Staten Island, NY
Graduation: May 2014

EXPERIENCE:

National Water Main Cleaning Co.
Bids & Contracts Manager

Newark, New Jersey
April 2016 – Present

- De facto contract manager: administer nearly \$40 million worth of public contracts from RFP response to contract closeout.
- Prepare bid proposals for sewer cleaning and rehabilitation contracts with municipal, city, state, federal, and international government entities, as well as private entities.
- Coordinate with different departments to secure documentation for proposals and contracts, including bid, payment, performance, and maintenance bonds, qualification questionnaires, certificates of insurance, etc.
- Secure subcontractors, including Minority/Women Business Enterprise (MWBES) for contract work.
- Manage simultaneous bid projects (up to 7 due in a week).

Van Gogh Contracting
Office & Contracts Manager

Astoria, New York
April 2009 – April 2016

- Prepare proposals and contracts related to high end interior renovations including gut renovations, plumbing and electrical repairs at average value of \$2 million.
- On annual basis manage 50 AIA contracts along with respective requisitions, change orders, progress payments (familiar with American Institute of Architects contract terminology).
- Verify subcontractor's and vendor quotes, order materials, and manage inventory.
- Work directly with New York City agencies on permits and approvals for various projects.
- Establish administrative work procedures, maintain and organize the filing system (electronic & hard copy), track daily tasks of unit staff, and train all new office assistants.
- Calendar management, and coordinate subcontractors, clients, consultants, architects, and vendors.
- Ensure a thorough follow up of account payable and receivable for multiple contracts.
- Responsible for managing day to day office operations and all client relationships.

Netpique LLC
Sales Consultant, New Accounts Acquisition for Office Depot

New York, New York
February 2008 – April 2009

- Performed market research targeting new accounts acquisition of small to mid-size businesses
- Generated over 150 new businesses in assigned territories through prospecting, cold calling networking, and generating leads and referrals
- Presented and advertised new products and identified customer needs
- Established client relationship and performed follow up calls to assure customer satisfaction

Bank of America
Administrative/Clerical

Utica, New York
January 2007 – February 2008

- Provided account services to customers to address all personal banking requests such as receiving deposits and loan payments; cashing checks; issuing savings withdrawals; addressing inquiries in person or on telephone; referring to other bank services.
- Resolved customer request by determining errors that occurred in their financial account.
- Opened/closed accounts and checked credit history for new customers.
- Processed credit card applications to next tier for further processing.
- Took role in Team Lead field to bring the team towards meeting set goals.
- Maintained customer confidence and protected bank operations by keeping information confidential

CERTIFICATES:

Study of QuickBooks Basic - Technical Institute of America

SKILLS:

SOFTWARE: PC, Microsoft Office (Excel, Word, PowerPoint), QuickBooks, Microsoft Outlook

LANGUAGE: Fluent in Serbo- Croatian

PERSONAL: Pleasant demeanor, strong organizational skills, and excellent communication skills (both verbal and written).

CONFIDENTIAL

Richard Karwowski
Superintendent
National Water Main Cleaning Company, Newark, NJ

START DATE: August, 1984

DUTIES:

- * Implementing On-Site Health and Safety Plan
- * Issue appropriate PPE for job assignments
- * Coordinate field activities with Engineer
- * Communicate with Project Manager daily on job progress
- * Training of employees in correct use of various equipment to company policy
- * Upkeep and maintenance of Video Inspection Equipment
- * Verifying final product being supplied to customer is up to company quality standards

SIGNIFICANT PROJECTS SUPERVISED AND/OR PARTICIPATED IN:

IT Corp./Exxon Co., USA, Linden, New Jersey

Conducting cleaning and video inspection services as part of site Remediation. Keep lines of communication open to customer; ensure that work is being conducted to the satisfaction of the owner and the engineer. Make recommendations on work procedures to simplify and expedite job progress. Discuss daily activities with Project Manager.

IT Corp./Exxon Co., USA, Linden, New Jersey, Bayonne, New Jersey and Linden Technology Center, Linden, New Jersey

Worked from 1993 to present conducting cleaning and video inspection services as part of site Remediation.

New York City DEP, Contract SC-57

Coordinated all activities associated with the cleaning and video inspection of sewers in all 5 boroughs. Interacted with the City Engineer and ran equipment.

New York City DEP, Contract TV-4

Responsible for cleaning and video inspecting various sized sewers in all 5 boroughs.

General Electric Silicones Division, Waterford, NY

Worked in conjunction with Insituform Metropolitan in conducting cleaning and video inspection operations prior to the process sewers being slip lined.

SPECIAL TRAINING, CONTINUING EDUCATION & CERTIFICATIONS:

- * 40 Hour Hazardous Waste Operation & Emergency Response Certificate
- * 8 Hour HAZWOPER Supervisor Certificate and Refresher Training (Current)
- * Exxon Chemical Company SHAIC Training
- * Tosco Refining Company Training, Linden, New Jersey

Alexander J. Zaleski

1806 Newark Turnpike

Kearny, NJ 07032

973-418-6506

alex@nwmcc.com

Certifications

- Hazwoper Train the Trainer
- Hazwoper 40 hr. certified/Hazwoper Supervisor Trained/Hazwoper E.R. Technician
- Confined Space Train the Trainer
- Confined Space Rescue Training
- Forklift Program Coordinator / Forklift Train the Trainer
- Respiratory Fit-Test Program Coordinator/Trainer
- Traffic Control Coordinator
- Training Coordinator for Fire Safety, Electrical Safety, Lock Out Tag Out, HAZCOM with SDS, Blood borne Pathogens, Respiratory Protection, Hearing Conservation, Fall Protection, and Personal Protective Equipment
- OSHA 10 hour Construction Trained
- Competent Persons' Training (CPT) for Construction
- Competent Persons' Training (CPT) for General Industry
- Department of Transportation Designated Employer Representative (DER)
- FMCSA Supervisor
- American Heart Association CPR and First Aid Instructor (ID: 09140276632)
- American Heart Association CPR for the Healthcare Provider
- American Heart Association Pediatric Advanced Life Support
- American Heart Association Advanced Cardiac Life Support
- Combat Medic United States Air Force
- National Registry Emergency Medical Technician - Paramedic (P8053496)
- New Jersey Emergency Medical Technician - Paramedic (3440)
- Federal Emergency Management Agency ICS 100, 200, 300, 400 credentialed
- National Incident Management System 700, 800, 800a, 800b, 808 credentialed
- Certified Emergency Vehicle Operations II
- Pre-Hospital Trauma Life Support
- BDLS (Basic Disaster Life Support)
- ADLS (Advanced Disaster Life Support)

Experience:

National Water Main Cleaning Company

Kearny, NJ

(2014-current)

- Full time employment as the OSHA/DOT Compliance Administrator
- Maintain OSHA and DOT records
- Coordinate monthly/yearly sustainment training for 80+ employees

Atlantic Ambulance Paramedics

Livingston, NJ

(2011-current)

- Currently employed as a per-diem Paramedic.

MONOC Hospital Service Corporation

Wall, NJ (2011-2014)

- Employed as a per-diem Paramedic.

United States Air Force

McGuire AFB, NJ (2003-2014)

- Certified as a Medic; 5-skill level (2007), 7-skill level (2008).
- Multiple Temporary Duty Assignments (TDY), used as annual tours, to military bases across the country and in Europe.
- Deployed to Balad Air Force Base, Iraq (Jan2008-June2008).
- Assistant NCOIC unit Skills Lab.
- Honorably Discharged

University of Medicine and Dentistry EMS Division

Newark, NJ (2009-2011)

- Employed as a Per-Diem Emergency Medical Technician-Basic.

Cooper University Medical Center

Camden, NJ (2008-2009)

- Full time employment in the Emergency Department as an ER Technician.
- Responsible for all Critical Care Technician (CCT) duties, as defined by the hospital guidelines, in addition to clerical, orthopedic, phlebotomy, and electrocardiography duties.
- Instructor with Camden University Hospital EMS Education.

Princeton First Aid and Rescue Squad

Princeton, NJ (2007-2010)

- Per-Diem Emergency Medical Technician-Basic.

University Medical Center at Princeton

Princeton, NJ (2007-2008)

- Full time employment in the Emergency Department as an ER Technician.
- Full time employment
- Health and Safety Coordinator
- Responsible for all Patient Care Technician (PCT) duties, as defined by the hospital guidelines, in addition to clerical, orthopedic, phlebotomy, and electrocardiography duties.

JFK Medical Center

Edison, NJ (2003-2007)

- Full time employment in the Emergency Department as an ER Technician.

Volunteer Experience:**Edison First Aid Squad 2**

Edison, NJ (2006-2011)

- Volunteered as an Emergency Medical Technician-Basic.
- 3rd Lieutenant/Training Officer 2007-2008.

Dunellen Rescue Squad

Dunellen, NJ (2005-2006)

- Volunteered as an Emergency Medical Technician-Basic.
- Crew Chief on ambulance.

Arbor Rescue Squad

Piscataway, NJ (2001-2005)

- Volunteered as an Emergency Medical Technician-Basic.
- Riding Senior/Senior Crew Chief on ambulance.
- Cadet Advisor 2002-2003.

Education:

American Military University	Charles Town, WV	(2012-2014)
▪ Bachelor's degree in Emergency and Disaster Management		
▪ Graduated with Academic Honors		
Union County College	Union, NJ	(2009-2010)
▪ Graduated the Paramedic Sciences program.		
Community College of the Air Force	Alabama	(2005-2008)
▪ Associates degree in Allied Health Sciences.		
Middlesex County College	Edison, NJ	(2005-2007)
▪ Associates degree in Allied Health Sciences.		
Dunellen High School	Dunellen, NJ	(1998-2002)
▪ Graduated with a Diploma in General Studies.		

Honors:

- Recognition from the Board of Chosen Freeholders of the County of Middlesex for my participation efforts in NYC during September 11, 2001. My rescue team and I were in NYC for 4 days immediately following the first airplane strike, 2002.
- "Unsung Hero" award, Dunellen High School, 2002 for participation during 09/11/01.
- "MCGA Caring Award," Dunellen High School, 2002 for participation during 09/11/01.
- Service medal awards from the United States Air Force:
 - I. Air Force Training ribbon, 2004.
 - II. National Defense Service Medal, 2004.
 - III. Global War on Terrorism Service Medal, 2006.
 - IV. Air Reserve Forces Meritorious Service Medal, 2007.
 - V. AF Outstanding Unit Award, 2008.
 - VI. AF Meritorious Unit Award, 2008.
 - VII. Iraqi Campaign Medal with 1 Oak Leaf cluster, 2008.
 - VIII. AF Expeditionary Service Ribbon with gold border, 2008.
 - IX. AF Longevity Service Ribbon, 2008.
 - X. Armed Forces Reserve Medal with 1 'M' device, 2007-2008.
- Golden Key International Honour Society, American Military University, 2013.
- Epsilon Pi Phi Honor Society, American Military University, 2013.

Ralph DeJesus
Project Manager / Superintendent
National Water Main Cleaning Company, Kearny, New Jersey

START DATE: August 2002 - Present

RESPONSIBILITIES:

- Conduct Project/Job Surveys
- Generate Project Proposals
- Cost Estimation of Projects
- Project Start-Up
- Manage and Supervise Projects
- Locate Underground Utilities
- Personnel Training on Cleaning, TV Operations, Vacuuming Large Diameter Sewers, and PACP TV Inspection

RELEVANT PROJECTS IN THE PAST 5 YEARS:

Improvement of Flow Capacity to Fresh Creek CSO-26th Ward's WPCP Drainage Area: Managed all aspects for the removal of 16,500 tons of debris from large diameter sewers in Brooklyn, NY using heavy equipment, jet rodders, clam shells and vacuum trucks.

New York City Department of Environmental Protection Contracts TL-16, TV-14, TV-16, 1413, 1417, 1418: Worked as an operating foreman for cleaning, televising, and equipment minor repair and maintenance throughout all 5 Boroughs.

New Jersey Department of Transportation Contracts – Federal, South, North, Central: Cleaning and restoration contract worked as an operating foreman for cleaning, televising, and equipment minor repair and maintenance. This included hydraulic cleaning, clam shell cleaning, catch basin cleaning, televising, ditch excavation as well as traffic safety.

SPECIAL TRAINING & CERTIFICATION:

- 40 Hour Hazardous Waste Operation & Emergency Response Certificate
- 8 Hour Hazwoper Refresher Training 1-30-2010
- 8 Hour Hazwoper Supervisor 1-29-2010
- 30 Hour OSHA Construction Safety And Health 4-15-2010
- 10 Hour OSHA Construction Safety And Health 5-5-2007
- Traffic Control Coordinator
- Traffic Control Coordinator Refresher 11-13-2015
- Traffic Control Coordinator Refresher
- MACP/PACP/LACP Certified 9-2004
- Adult CPR & AED
- Basic First Aid
- Con-tech Certified Maintenance Provider

RESUME

NAME: Christopher Orlemann
COMPANY: National Water Main Cleaning Company, Kearny, NJ
START DATE: May 9, 2003
CURRENT POSITION: Lining Superintendent/Project Manager/Estimator
DUTIES: Responsible for:

- Implementing On-Site Health and Safety Plan;
- Schedule Daily Activities for Crews;
- Issue appropriate PPE for job assignments;
- Coordinate field activities with Engineer;
- Acquire necessary work permits;
- Communicate with Project Manager daily on job progress;
- Manages all facets of trenchless lining performed by
 - NWMCC
- Oversees and assists multiple Project managers employed by
 - NWMCC which are currently managing trenchless lining projects
- Customer Relations;
- QA/QC's all Pre/Post television inspections for Lining;
- Training of employees in correct use of various equipment to
 - Company policy;
- Upkeep and maintenance of Video Inspection Equipment &
 - Lining Equipment;
- Verifying final product being supplied to customer is up to
 - Company quality standards.
- Manage all Cured in Place Point Repair projects
- Training all new employees assigned to Cured in Place Division
- Estimate and bid small to large projects
- Work up and Send out daily proposal work
- Involved with doing lunch and learn presentations for
 - Engineering Firms

SIGNIFICANT PROJECTS SUPERVISED AND/OR PARTICIPATED IN:

Hampden, PA

Installation of 16,500LF of Manhole to Manhole Lining

Lateral Connection Repairs 84

Installation of 75 Cleanouts

Installation of 184 MTHs (Main to House Lining)

South Williamsport, Pa

Installation of 600 Full Wrap LCRs

Paddock Creek, MO

Installation of 125 Full Wrap LCRs

Roslyn, NY.

Installation of 28,500LF of Manhole to Manhole Lining

Manhole rehabilitation of Approximately 200 MH's

St Louis, MO

Installation of 985 LCRs (Lateral Connection Repairs)

Lilac Ridge, MO

Installation of 495 LCRs (Lateral Connection Repairs)

Bangor, PA

Installation of 5,500LF of MTM Lining

Bissell Hills, MO

Installation of 198 Full Wrap LCRs

Glendale, MO

Installation of 225 Full Wrap LCRs

Hanover, Pa

Installation of 3,800LF of MTM Lining

Cheltenham, Pa

Installation of 487 Full Wrap LCRs

Shakopee, MN

Installation of 142 MTHs up to 40LF to the house

Springfield, MO

Installation of 1,204 Full Wrap LCRs

Saugus, MA

Installation of 1,165 Full Wrap LCRs

Webster Grove, MO

Installation of 1,050 Full Wrap LCRs

SPECIAL TRAINING, CONTINUING EDUCATION & CERTIFICATIONS:

- 40 Hour Hazardous Waste Operation & Emergency Response
- Certificate
- 6 Hour HAZWOPER Supervisor Certificate
- 8 Hour Hazwoper Refresher Training
- Confined Space Entry Certification
- Respiratory Protection Certification
- Lockout/Tagout Certification
- Fall Protection Training
- Fall Prevention Training
- PPE certification
- Certified Applicator Cured in Place Lateral Lining Process, Epros, Nu-Flow & Maxi Liner Systems
- Certified Trelleborg/Epros Installer
- Certified Perma Liner Installer
- NASSCO Certified PACP, MACP, LACP
- Certified Manhole to Manhole Lining Installer

POSITIONS HELD WITHIN NATIONAL WATER MAIN CLEANING COMPANY:

- 2011 – Present:** Lining Superintendent/Project Manager/Estimator/Trainer
2006 - 2011: Cured in Place Superintendent / Trainer
2005 - 2006: Cured in Place Operator
2003 - 2005: Equipment Operator / TV Technician/Operator

RESUME

NAME: Matthew David Lalomia
COMPANY: National Water Main Cleaning Company, Newark, NJ
START DATE: May 9, 2007

CURRENT POSITION: Superintendent / Job Foreman

DUTIES:

- 1) Implementing On-Site Health and Safety Plan
- 2) Schedule Daily Activities for Crews
- 3) Monitor Time Cards and Production
- 4) Issue appropriate PPE for job assignments
- 5) Coordinate field activities with Engineer
- 6) Acquire necessary work permits
- 7) Communicate with Project Manager daily on job progress
- 8) Customer Relations & Quality of Service
- 9) Training of employees in correct use of various equipment to company policy
- 10) Repair and maintenance of Video Inspection Equipment
- 11) Verifying final product being supplied to customer is up to company quality standards
- 12) Manage all Cured in Place Point Repair projects
- 13) Training all new employees assigned to Cured in Place Division
- 14) Trouble shoot and repair equipment
- 15) Research and develop new processes

SIGNIFICANT PROJECTS SUPERVISED AND/OR PARTICIPATED IN:

Saugus, Mass.

Installation of 1050
Full Wrap Lateral Connection Repairs

Saugus, Mass.

Installation of 1008
Full Wrap Lateral Connection Repairs

Saint Louis, Mo. Metropolitan Sewer District
1435 Full Wrap Lateral Lining Installs

City of Union, New Jersey

Installing 350 Cured in Place Point Repairs

Hampden Township, PA

Service Lateral / Full Wrap Connection Lining
1000 Installs

Shakopee, Minnesota

Project of the Year Nominee
128 Full Wrap Lateral Lining Installs

Springfield, Mo.

3000 Full Wrap Lateral Lining Installs

SPECIAL TRAINING, CONTINUING EDUCATION & CERTIFICATIONS:

- ◆ 40 Hour Hazardous Waste Operation & Emergency Response Certificate
- ◆ 8 Hour HAZWOPER Supervisor Certificate
- ◆ 8 Hour Refresher Training (Current)
- ◆ Certified Applicator Cured in Place Lateral Lining Process, Epros, Nu-Flow & Maxi Liner Systems
- ◆ Class "A" CDL with Tanker Endorsement
- ◆ PACP, MACP, LACP Certified
- ◆ OSHA 10 Construction Safety & Health

POSITIONS HELD WITHIN NATIONAL WATER MAIN CLEANING COMPANY:

2014 - Present: Superintendent
2012- 2014: Supervisor of Field Operations & Cured in Place Operations
2007 - 2012: Equipment Operator / TV Technician/Operator

RESUME

NAME: Paul Couto

COMPANY: National Water Main Cleaning Company, Newark, NJ

START DATE: February, 1996

**CURRENT
POSITION:** Superintendent / Job Foreman

DUTIES: Responsible for:

- 1) Supervise various Operators and Crew Members
- 2) Setting up Major Projects & Coordinating Various Equipment
- 3) Scheduling Daily Activities for Crews
- 4) Issue appropriate PPE for job assignments;
- 5) Acquire necessary work permits
- 6) Communicate with Project Manager daily on job progress
- 7) Customer Relations
- 8) Quality of Service
- 9) Training of employees in correct use of various equipment with a strong focus on Jet/Vacuum Units
- 10) Upkeep and maintenance of Video Inspection Equipment
- 11) Upkeep and maintenance of Safety Equipment
- 12) Excavator / Loader Operator

SIGNIFICANT PROJECTS SUPERVISED AND/OR PARTICIPATED IN:

NYC Catch Basin Cleaning & Hood Installation Project.
All Five Boroughs

Department of Transportation N.J.
Highway Storm Waterway Cleaning

Jersey City Interceptor Cleaning
25,000 Large Diameter Cleaning and Sonar Inspection

North River Treatment Plant Cleaning
Aeration Tank Cleaning

NYC Department of Environmental Protection
Pump Station Cleaning all Five boroughs

NYC Department of Environmental Protection
Large Diameter Pipe Cleaning all Five boroughs

City of Baltimore

30,000 Large Diameter Cleaning and Sonar Inspection

Boston Water and Sewer

20,000 Large Diameter Cleaning and Sonar Inspection

Pennsylvania Department of Transportation

10,000 Large Diameter Cleaning and Sonar Inspection

Toms River New Jersey

28,000 Large Diameter Cleaning and Sonar Inspection

SPECIAL TRAINING, CONTINUING EDUCATION & CERTIFICATIONS:

- ◆ 40 Hour Hazardous Waste Operation & Emergency Response Certificate
- ◆ 8 Hour HAZWOPER Supervisor Certificate
- ◆ 8 Hour Refresher Training (Current)
- ◆ 10 Hour Construction
- ◆ Confined Space
- ◆ Fall Protection
- ◆ Am-Track Training

POSITIONS HELD WITHIN NATIONAL WATER MAIN CLEANING COMPANY:

1996 – 2006: Jet/Vacuum & Clam Shell Operator
2006 - 2006: Supervisor
2006 - Present: Superintendent

RESUME

NAME: Paul Pires

COMPANY: National Water Main Cleaning Company, Newark, NJ

START DATE: May, 1997

CURRENT POSITION: Superintendent / Job Foreman

DUTIES: Responsible for:

- 1) Supervise various Operators and Crew Members
- 2) Setting up Major Projects & Coordinating Various Equipment
- 3) Scheduling Daily Activities for Crews
- 4) Issue appropriate PPE for job assignments;
- 5) Acquire necessary work permits
- 6) Communicate with Project Manager daily on job progress
- 7) Customer Relations
- 8) Quality of Service
- 9) Training of employees in correct use of various equipment with a strong focus on Jet/Vacuum Units
- 10) Upkeep and maintenance of Video Inspection Equipment
- 11) Upkeep and maintenance of Safety Equipment
- 12) Excavator / Loader Operator

SIGNIFICANT PROJECTS SUPERVISED AND/OR PARTICIPATED IN:

NYC Catch Basin Cleaning & Hood Installation Project.
All Five Boroughs

Department of Transportation NJ.
Highway Storm Waterway Cleaning

Jersey City Interceptor Cleaning
25,000 Large Diameter Cleaning and Sonar Inspection

North River Treatment Plant Cleaning
Aeration Tank Cleaning

NYC Department of Environmental Protection
Pump Station Cleaning all Five boroughs

NYC Department of Environmental Protection
Large Diameter Pipe Cleaning all Five boroughs

City of Baltimore

30,000 Large Diameter Cleaning and Sonar Inspection

Boston Water and Sewer

20,000 Large Diameter Cleaning and Sonar Inspection

Rockland County MUA

18,000 Large Diameter Cleaning and CCTV Inspection

Rockland County MUA

36 Inch Concrete Spin-Cast Project

Connecticut Highway Department

Fiber Optic Project Cleaning & Inspecting 6 miles of Conduit

City of Newark Water Department

Dam Drain and Weir Rehabilitation

SPECIAL TRAINING, CONTINUING EDUCATION & CERTIFICATIONS:

- ◆ 40 Hour Hazardous Waste Operation & Emergency Response Certificate
- ◆ 8 Hour HAZWOPER Supervisor Certificate
- ◆ 8 Hour Refresher Training (Current)
- ◆ 10 Hour Construction
- ◆ Confined Space
- ◆ Fall Protection
- ◆ Am-Track Training
- ◆ Am-Track Training

POSITIONS HELD WITHIN NATIONAL WATER MAIN CLEANING COMPANY:

1997 – 2005: Jet/Vacuum & Clam Shell Operator
2005 - 2012: CCTV Operator
2012 - 2015: Supervisor
2015 - Present: Superintendent

Dagny Rodriguez
Superintendent
National Water Main Cleaning Company – Loxahatchee Groves, FL

START DATE: January 2018

RESPONSIBILITIES:

- Supervise various Operators and Crew Members
- Setting up Major Projects & Coordinating Various Equipment
- Scheduling Daily Activities for Crews
- Communicate with Project Manager daily on job progress
- Quality of Service
- Training of employees in correct use of various equipment
- Upkeep and maintenance of Video Inspection Equipment
- Upkeep and maintenance of Safety Equipment and Video Inspection Equipment

RELEVANT PROJECTS WITH NWMCC:

- FDOT (Florida Department of Transportation)
Clean drainage structures
- Palm Beach County
Sewer pipeline and manhole cleaning and inspection services.

SPECIAL TRAINING & CERTIFICATIONS:

- 10 Hour OSHA in Construction Safety and Health
- Certified by the Florida Department of Transportation in Temporary Traffic Control
- Asbestos Awareness Course
- Confined Space Training
- FMCSA DOT Hours of Service

EXPERIENCE:

- | | |
|---|-------------------------------|
| • American Water Services
TV Operator | February 2002 - November 2009 |
| • Insituform Technologies Inc.
TV Operator | November 2009 – October 2011 |
| • Layne Inliner LLC
Superintendent | October 2011 – January 2018 |

David Gregory Smith, P.E.
Water Division Manager
National Water Main Cleaning Company - Kearny, NJ

Education:

- | | | |
|-------------|---|---------------|
| 2008 - 2011 | University of Maryland Baltimore County
MS, Engineering Management | Baltimore, MD |
| 2000 - 2004 | SUNY College of Environmental Science and Forestry
BS, Environmental Resource and Forest Engineering | Syracuse, NY |

Experience:

Mr. Smith is a registered Professional Engineer with over ten years of experience in the design, construction and inspection of water and wastewater infrastructure. Mr. Smith has six years of experience developing, evaluating, and recommending comprehensive buried infrastructure assessment solutions using industry leading assessment tools and techniques. Mr. Smith has directed, managed and supported the delivery of over 250 miles of buried infrastructure assessment projects and programs including those listed below.

- Over 150 miles of Large Diameter Transmission Main Assessment experience
 - 102 and 78-Inch Providence Water Transmission Main
 - 72-Inch Jersey City Aqueducts
 - 66-Inch Forest Park Transmission Main
 - 60-Inch Raritan Millstone Transmission Main
 - 54-Inch Teareck Transmission Main
 - 48-Inch Watres Transmission Main
 - 54-Inch Fort Smallwood Road Transmission Main
 - 42-Inch Marley Neck Blvd Transmission Main
 - 42-Inch Primary Transmission Main
 - 42-Inch Hackensack Transmission Main
 - 36-Inch Nursery Road Transmission Main
 - 36-Inch National Starch Transmission Main
 - 36-Inch Tinton Falls Transmission Main
 - 30-Inch Middletown Transmission Main
 - 30-Inch Crystal City Transmission Main
 - Philadelphia Water Department Assessment Program
- Over 75 miles of Force Main Condition Assessment experience
 - 108-Inch Sayreville Force Main
 - 72 and 54-Inch East West Force Main
 - 48-Inch Front Street Force Main
 - 36-Inch F-4 Force Main
 - 30-Inch Ocean Township Outfall
 - 30-Inch Klockner Force Main
 - 30-Inch Ocean County Force Main
 - 30-Inch F-3 Force Main
 - 30-Inch Stony Brook Force Main
 - 30 and 24-Inch Franklin Muskego Force Main
 - 24-Inch West Side Force Main
 - 20-Inch Lexington Force Main
 - 12-Inch Blind Brook Force Main
 - Bergen County Force Main Assessment Program
 - Valley Forge Force Main Assessment Program
 - Belmont Force Main Condition Assessment Program

Fernando Chacon
Municipal Services Assistant Superintendent
National Water Main Cleaning Company, Kearny, New Jersey

START DATE: May 9, 1994 - Present

RESPONSIBILITIES:

- Operate and Upkeep Video Inspection Equipment and create databases using WinCan
- Implementing On-site Health and Safety Plan
- Manage Activities for Crew Members
- Issue Appropriate PPE for job Assignments
- Coordinate field Activities for Engineer
- Communicate with Project Managers daily on job progress
- Verify Final product being supplied to customer is up to Company quality standards
- Training of employees in correct use of various equipment

SIGNIFICANT PROJECTS SUPERVISED AND/OR PARTICIPATED IN:

New York City Department of Environmental Protection Contracts TV-14, TV-16, 1417: Responsible for cleaning various sized sewer in all 5 boroughs. Coordinated field activities with City Inspectors=.

General Electric Silicones Division, Waterford, NY: Worked in Conjunction with Insituform Metropolitan in Conducting cleaning and Video Inspection operation prior to the process sewer being slip lined.

SPECIAL TRAINING & CERTIFICATION:

- 40 Hour Hazardous Waste Operation & Emergency Response Certificate
- 8 Hour HAZWOPER Supervisor Certificate and Refresher Training
- Exxon Chemical Company SHAIC Training (Current)
- Tosco Refining Company Training, Linden, New Jersey (Current)

EDUCATION: Industrial and Technical Institute, Cali, Colombia SA

CARLOS A. TABARES

36 18th Ave
Paterson, NJ 07513
(973) 460-8794

COMPANY**National Water Main Cleaning Co.****START DATE** 11/12/2003**COMPUTER SKILLS** Extensive Software & Hardware Knowledge:

Software Language: knowledge of desktop operations, Windows 95, 98, 2000, ME, XP and Vista, network protocol and services, client management, and O/S installation, file management, Microsoft Office 97, 2000, XP, 2003, 2007, Microsoft Outlook 2000, 2003, Outlook express 5, 6, Corel Draw 7-11, AutoCAD 11&12, gateway, PC Anywhere 7, 8, 9, FrontPage 98, 2000 & 2003, Flash 5,6 & 8

Network: Windows NT- Plan and create accounts and accounts policies, implement user rights, install and configure network printers, manage files, implement data security procedures, application support, install and configure network protocols, manage clients.

Hardware: Build and troubleshoot computers, identified system components and assemble functional systems, develop and implement preventative maintenance plans, configure data storage devices and optimize systems to be use at its full speed capacity.

EMPLOYMENT**National Water Main Cleaning Co. Newark, NJ***Nov. 2003– Present***Data Management**

- Promoted to manage a department that handles video inspection data coming from television inspection trucks.
- Responsible for managing three employees that support the department video inspection data of the entire company.
- Keep all the trucks with computers running to minimize down time of employees in the field
- Data recovery from hard drives that stop working.
- Create, develop and implement process.

Nettrip Computers, Inc. Hasbrouck Heights, NJ*June 1999 – 2003***Field Supervisor, I.T. Technician**

- Ability to train, motivate, and supervise Customer Service employees and a team player.
- Assist with technical support and layout of cabling installation for networking.
- Supervise and instruct new technical staff for hardware and software.
- Build and configure new and used computers.
- Customer assistance over the phone with step by step procedures.

EDUCATION**ESRI***May 2005***GIS and GPS****NAPCO***May 2006***AutoCAD 3D Fundamentals****WinCan America***Jan 2005***WinCan + continued post training****Discovery Networking Education, Hasbrouck Heights, NJ***June 2000***MCSE 2000****Discovery Networking Education, Hasbrouck Heights, NJ***June 1999***Network+. A+****Remington of Commercial University***Jan 1990***Computer Programming & Accounting****CERTIFICATIONS****A+ Certified, Windows 2000 Professional, AutoCAD**



NATIONAL WATER MAIN CLEANING CO.

The Environmental Protection Specialists

An Equal Opportunity Employer

NYC BIC License #468

AFFIRMATIVE ACTION PLAN OF National Water Main Cleaning Co. July 2015

I. Purpose

The purpose of this Affirmative Action Plan is to comply with the Civil Rights Act of 1964, Executive Order 11246, and all applicable amendments. The program is designed to insure that specific procedures are applied in good faith to foster equal employment opportunity without regard for race, color, religion, national origin, age, marital status, sexual orientation, sex or handicap. The program includes analyses of areas to determine whether or not National Water Main Cleaning Co. are deficient in the utilization of qualified minority people or females, so that good faith efforts will be directed to correct deficiencies at every level and in every segment of the act of the activities of National Water Main Cleaning Co..

II. Statement of Policy

National Water Main Cleaning Co. will administer their policies without regard to race, religion, sex, age, color, national origin, ancestry, or handicap, except where sex or age is a valid occupational qualification.

National Water Main Cleaning Co. will comply with federal, state and local laws governing the equal employment opportunities employees and qualified applicants for employment.

National Water Main Cleaning Co. will take affirmative action to insure that an increasing number of qualified members of minority groups and females, present in the employment.

National Water Main Cleaning Co. will take affirmative action to insure that an increasing number of qualified members of minority groups and females, present in the employment areas of various company establishments are fairly evaluated for employment in various job classifications throughout the company.

III. Responsibility for E.E.O. Policy

The Director of E.E.O. is responsible for overall administration of this program to assure that implementation of National Water Main Cleaning Co. Equal Employment Opportunity Policy.

New Jersey Office
1806 Newark Turnpike
Kearny, NJ 07032
P: 973.483.3200
F: 973.483.5065
Email: office@nwmcc.com

New York Office
928 Broadway
Utica, NY 13501
P: 315.624.9520
F: 315.624.9523
Email: boston@nwmcc.com

Boston Office
25 Marshall St
Canton, MA 02021
P: 781.828.0863
F: 781.828.2473
Email: boston@nwmcc.com

Connecticut Office
1000 (Rear) Elm St
Rocky Hill, CT 06067
P: 860.793.2808
Email: boston@nwmcc.com

The Director's responsibilities include:

1. Counsel division managers and management personnel on implementation of the company's Equal Employment Opportunity Policy.
2. Assure all recruiting sources are advised in writing of the corporate E.E.O. Policy.
3. Assist and counsel division managers in identifying areas of underutilization and establishing goals and timetables commensurate with the local area.
4. Conduct annual audits to insure compliance at each location.
5. Assure that required posters and notices are properly displayed.
6. Assure that all facilities are desegregated.
7. Disseminate the corporate E.E.O. Policy and assure that proper records are maintained internally at each location.
8. Assure that women and minorities have an equal opportunity to compete for any available position they are qualified to perform.
9. Disseminate the corporate E.E.O. Policy to the public.
10. Include in all orientation programs for new employees, corporate E.E.O. Policy.
11. Where possible, maintain an active association with local minority groups and women's organizations.

IV. Publication of Policy and Compliance Program

1. The E.E.O. Policy and Compliance Program will be communicated to all employees through employee publications, orientation programs, management training sessions, union representatives and labor union contracts.
2. The E.E.O. Policy statement and government E.E.O. posters and notices will be appropriately displayed.
3. Recruiting sources, advertising, employment agencies, schools, and colleges will be made aware of National Water Main Cleaning Co. commitment to hiring women or minority group employees under the corporate E.E.O. Policy.

- V. All purchase orders and sub-agreements shall contain an E.E.O. statement.

Analysis of Employment

Assist division managers in analyzing by job title or classification based on the labor statistics provided by the local employment services, to help determine the number of minorities, women, and potential age group applicants available in the local labor recruiting area if these figures are available.

1. Analyze current flow at each location, identifying women and minorities and protected age group applicants to determine the availability of these applicants.
2. Analyze all job titles to determine if minorities and women are being underutilized in any job classifications.
3. Compare the percentage of minorities and women in the present workforce with the workforce available in the immediate labor area.
4. Establish annual goals and timetables based on the above analysis, consistent with corporate policy statement on E.E.O. and the availability of applicants.

VI. Job Classifications and Pay Scales

1. Job descriptions and job requirements will be reviewed regularly to insure they do not discriminate against women or minorities.
2. Salaries and pay scales will be administered and regularly reviewed to assure that there are no differences in rates of pay based on an employee's race, color, age, religion, marital status, sex or national origin.

VII. Affirmative Action

National Water Main Cleaning Co. is committed to take affirmative action to resolve the problem of underutilization of minorities and women. To this goal, the following points will be our guide.

1. We will continue to seek qualified women and minority applicants for all job categories and at all levels of employment.
2. We will continue to insure that schools, colleges, employment agencies and employment services are informed and understand our policy of Equal Employment Opportunity. Standards for employment will be continually monitored to be certain that they are consistent with qualifications needed for satisfactory job performance.
3. Employment application forms will be reviewed to insure they conform with all legal requirements. All job applicants will be given an opportunity to fill out an application which will be held in an active status for six months from date of action.

4. Screening procedures, such as the interview, reference checks, and credit checks, will be conducted in accordance with applicable laws and personnel practices.
5. National Water Main Cleaning Co. will insure that all qualified employees, including minorities and women receive equal consideration for opportunities for advancement, including promotions, salary increases, and transfers. In the event that reductions in the workforce become necessary, National Water Main Cleaning Co. will be certain that layoffs are made without regard to race, color, religion, age, marital status, sex, sexual orientation or national origin.
6. As outlined in Analysis of Employment, National Water Main Cleaning Co. will periodically make reviews of underutilization of minorities and women. Included in the review will be:
 - a. Review will be made of the qualifications of all individual employees for selection, training, and/or advancement without discriminatory bias who are qualified for higher paying jobs.
 - b. Reasonable and appropriate objectives on a continuing basis for the upgrading of women and minorities will be an ongoing project. If the objectives cannot be met, good faith effort toward achievement will be shown.
 - c. National Water Main Cleaning Co. will make certain that promotional standards used in upgrading employees are realistically related to job requirements, and applied in a nondiscriminatory manner.
7. All National Water Main Cleaning Co. facilities will continue to be maintained on a non-segregated basis.
8. National Water Main Cleaning Co. will support community educational, vocational training programs for minorities and women on an equal basis with all other employees and will take steps to inform the communities of this policy. Local media will be used to inform minorities and women of opportunities with National Water Main Cleaning Co. All advertising will designate that National Water Main Cleaning Co. is an Equal Opportunity employer.
9. Each union contract will continue to contain a clause stating mutual obligation to assure non-discriminatory practices.

10. National Water Main Cleaning Co. are complying and will continue to comply with all reporting requirements of Executive Order 11246 and all applicable requirements of the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance. Reports will be submitted to federal, state, or local agencies as they may be required by law. These reports will be made available for inspection by bona fide representatives of state and local compliance agencies.

Executive Order 11701 - Employment of Veterans

National Water Main Cleaning Co. will continue their policy of recruiting and hiring qualified applicants who are veterans while striving to maintain the company's total affirmative action commitment to Equal Employment Opportunity for every job applicant.

VIII. Affirmative Action for Employment of Handicapped Persons

National Water Main Cleaning Co. will not discriminate against any employee or applicant because of physical or mental handicap in regard to any position for which the employee or applicant is qualified.

National Water Main Cleaning Co. will treat handicapped employees without discrimination in all employment practices and employee benefit programs. All qualified handicapped employees will be given equal consideration for advancement, including promotions and transfer.

Goals

National Water Main Cleaning Co. will strive to achieve the end of any underutilization of minorities and women working. To this end will undertake the following steps:

1. Continue our policy that minorities and women are in jobs where their training and abilities are appropriately utilized.
2. Examine pay scale relationships between women and men with the goal to equalize their status.
3. Where investigation reveal disproportionate ratios of women and minorities, set goals to correct this problem.
4. National Water Main Cleaning Co. will continue their open promotion policy. All promotional opportunities will be communicated to all employees.

5. Objective selection procedures will be followed. They are: job requirements to be stated, evaluation of each candidate's qualifications, prepared reasons for selection of a specific candidate.
6. Where practical, women and minorities will be rotated in various job levels to provide developmental opportunities. Women and minorities are encouraged to participate in study courses that would prepare them for future promotions.
7. National Water Main Cleaning Co. will actively recruit women and minorities for professional level jobs. To this end, a professional organization will be contacted for assistance.
8. National Water Main Cleaning Co. company's E.E.O. Policy will be communicated throughout the company. All officers, managers and supervisors will be aware of our policy and its meaning.
9. Auditing of all National Water Main Cleaning Co. company's personnel policies and procedures has been and continues to be an ongoing process.
10. All policies and procedures will be periodically examined to assure that all employees are treated equally, without discrimination in all employment practices and employed benefit programs.



Raymond R Lindsley
Secretary/Treasurer

July 22, 2015

Director of EEO:
National Water Main Cleaning Co.

NON-COLLUSION AFFIDAVIT

I, Salvatore F. Perri, of the Town of Short Hills, in the County of Essex, and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that: I am President, of the firm of National Water Main Cleaning Co., the bidder making this Proposal for the above name project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly, or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named project and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey, County of Hudson, relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I fully warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by National Water Main Cleaning Co.

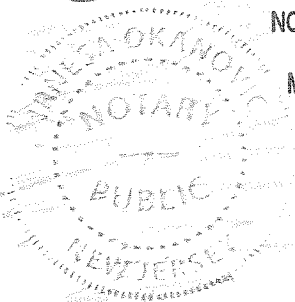
S/ Salvatore F. Perri
Salvatore F. Perri President

Sworn before me this

31st day of August 2018



IRNESA OKANOVIC
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50043132
My Commission Expires 8/3/2021





NATIONAL WATER MAIN CLEANING CO.

The Environmental Protection Specialists

An Equal Opportunity Employer

NYC BIC License #468

NATIONAL WATER MAIN CLEANING CO. OWNERSHIP

SHAREHOLDER	ADDRESS	PERCENT OWNED
Carylon Corporation	2000 Palm Beach Lakes Blvd., Suite 201 West Palm Beach, FL 33409	100%

OFFICERS OF CARYLON CORPORATION

NAME	TITLE	BUSINESS ADDRESS
Marcie Hemmelstein	Chairman/CEO	2000 Palm Beach Lakes Blvd., Suite 201, West Palm Beach, FL 33409
Howard Harris	President	2000 Palm Beach Lakes Blvd., Suite 201, West Palm Beach, FL 33409
Richard Reisin	Executive Vice President	2000 Palm Beach Lakes Blvd., Suite 201, West Palm Beach, FL 33409
Yoni Mervis	Secretary	2500 W. Arthington Street, Chicago, IL 60612

CARYLON CORPORATION OWNERSHIP

NAME OF LEGAL OWNER	BENEFICIAL OWNER	BUSINESS ADDRESS	PERCENT OWNED
Marcie Hemmelstein as Trustee of Julius L. Hemmelstein Revocable Trust	Marcie Hemmelstein	2000 Palm Beach Lakes Blvd., Suite 201 West Palm Beach, FL 33409	31.0%
Marcie Hemmelstein and Howard Harris as Co-Trustees Of Carylon Employee Stock Ownership Plan and Trust	All Participants of ESOP	2000 Palm Beach Lakes Blvd., Suite 201 West Palm Beach, FL 33409	27.5%
Marcie Hemmelstein as Trustee of Marcie Hemmelstein Exempt Trust	Marcie Hemmelstein	2000 Palm Beach Lakes Blvd., Suite 201 West Palm Beach, FL 33409	20.4%
Richard Reisin as Trustee of Marcie Hemmelstein Exempt Trust	Marcie Hemmelstein	2000 Palm Beach Lakes Blvd., Suite 201 West Palm Beach, FL 33409	9.4%

The balance of ownership is held by shareholders possessing 5% or less of shares.

National Water Main Cleaning Co. is a Subchapter S Corporation.

Salvatore F. Perri - President

Sworn to me this 31st day of August, 2018

IRNESA OKANOVIC
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50049132
My Commission Expires 8/3/2021

New Jersey Office
1806 Newark Turnpike
Kearny, NJ 07032
P: 973.483.3200
F: 973.483.5065
Email: office@nwmcc.com

New York Office
928 Broadway
Utica, NY 13501
P: 315.624.9520
F: 315.624.9523
Email: boston@nwmcc.com

Boston Office
25 Marshall St
Canton, MA 02021
P: 781.828.0863
F: 781.828.2473
Email: boston@nwmcc.com

Connecticut Office
1000 (Rear) Elm St
Rocky Hill, CT 06067
P: 860.793.2808
Email: boston@nwmcc.com

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) National Water Main Cleaning Co.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 1806 Newark-Jersey City Turnpike City, state, and ZIP code Kearny, New Jersey 07032-4314	
Requester's name and address (optional) CITY OF PORT ORANGE 1000 City Center Circle Port Orange, FL 32129		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	

Employer identification number								
2	2	-	1	7	5	3	2	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Jonathan S. Perri</i>	Date ▶ 8/31/2018
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



NATIONAL WATER MAIN CLEANING CO.
The Environmental Protection Specialists

An Equal Opportunity Employer

1806 Newark Turnpike
Kearny, NJ 07032

NYC BIC License #468

CORPORATE RESOLUTION

At a meeting of the Board of Directors of National Water Main Cleaning Company, held at 1806 Newark Turnpike, Kearny, NJ a quorum being present, it was moved and unanimously adopted that Salvatore F. Perri, President, be authorized to sign:

CITY OF PORT ORANGE
ITB No. 18-23 - Master Lift Station Cleaning

This is to certify that the foregoing is a true copy of the resolution adopted by the board of directors of National Water Main Cleaning Company at its 8/17/18 meeting.

National Water Main Cleaning Co. has been incorporated on 7/2/1964 in New Jersey.

Respectfully Submitted,

NATIONAL WATER MAIN CLEANING COMPANY

Raymond R. Lindsley
Secretary/Treasurer

New Jersey Office
1806 Newark Turnpike
Kearny, NJ 07032
P: 973.483.3200
F: 973.483.5065
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Connecticut Office
1000 (Rear) Elm St
Rocky Hill, CT 06067
P: 860.793.2808
Email: boston@nwmcc.com



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: No

SUBJECT: (B7c) Approval to Award ITB #18-27 - Causeway Park North Boat Ramp to Brothers Construction, Inc.

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve contract award with Brother Construction Inc. subject to execution of the EJCDC Contract and to authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On September 10, 2018, six proposals were opened in response to ITB 18-27. The scope of work asked for two proposals, Proposal one was to rebuild the north boat ramp back to its original design before Hurricane Irma and proposal two was to re-design the ramp to a floating system with concrete pilings to withstand storm events better in the future. After reviewing the proposal, staff is recommending proposal two from **Brothers Construction Inc. in the amount of \$261,260. Funding is budgeted in QPC 081** and partial funding has been allocated through a **FIND grant**. In addition to the grant, staff is seeking FEMA reimbursement. Due to large cost differences in the quotes Dredging Marine Consultants has reviewed the documents and believe all items are addressed and they recommend approval. Brothers bid may also be lower due to the fact that they have equipment and a barge in the area. They were our contractor on the past phase and did an outstanding job.

The vendor will be required to execute an Engineers Joint Construction Document Committee (EJCDC) form contract as approved by the City Attorney.

Staff recommends approval.

Project No.: QPC081
QPC081

Funding Account No.: 317-1000-519.63-97
317-1010-519.63-97

ATTACHMENTS:

1.	ITB 18-27 Final (07-23-18)	ITB 18-27 Final (07-23-18).pdf
2.	Addendum No.1	Addendum No.1.pdf
3.	Addendum No. 2	ITB_18-27_ADDENDUM_NO.2_(8-20-18)(1).PDF
4.	Addendum No.3 (9-6-18)	Addendum No.3 (9-6-18).pdf
5.	Addendum 3 attachment	addendum3attachment.xlsx

6.	Bid Tab ITB 18-27 Tabulation Sheet (09-10-18)	bid tabITB 18-27 Tabulation Sheet (09-10-18).pdf
7.	INTENT TO AWARD (09-17-18)	INTENT TO AWARD (09-17-18).pdf

Susan Lovallo	Created/Initiated - 09/12/2018
Susan Lovallo	Approved - 09/17/2018
Tracey Riehm	Approved - 09/24/2018
Margaret Roberts	Approved - 09/26/2018
Jake Johansson	Approved - 09/27/2018
Robin Fenwick	Final Approval - 09/27/2018

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

CAUSEWAY PARK NORTH BOAT RAMP

ITB #18-27



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: August 6, 2018

**Bid Due Date and Time:
September 10, 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 #18-27 CAUSEWAY PARK NORTH BOAT RAMP

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-27 CAUSEWAY PARK NORTH BOAT RAMP. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on September 10, 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 and site visit for the project at **10:00 A.M.** (local time) on **August 20, 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 Replacing the boat ramp damaged during hurricane Irma on the north side of the causeway park. Work will include replacing two docks on either side of the ramp.*

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

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia 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 #18-27 CAUSEWAY PARK NORTH BOAT RAMP in the subject line. Last day for questions will be **August 27, 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.

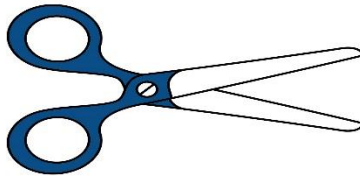
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

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 #18-27 CAUSEWAY PARK NORTH BOAT RAMP."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **August 6, 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 #18-27

BID TITLE:

CAUSEWAY PARK NORTH BOAT RAMP

DUE DATE/TIME:

September 10, 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 replacing the boat ramp damaged during hurricane Irma on the North side of the causeway park. Work will include replacing two docks on either side of the ramp.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:August 6, 2018

Non-Mandatory Pre-Bid Conference: August 20, 2018 at 10:00 A.M.

Deadline for Questions:August 27, 2018 by 5:00 P.M.

Final Addendum Posting: September 3, 2018 by 5:00 P.M.

Bids Due: September 10, 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 and site visit 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 Non-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 #18-27 CAUSEWAY PARK NORTH BOAT RAMP" 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 – SPECIFICATIONS

Causeway Park North Boat Ramp Tending Docks Replacement Technical Specifications

Tending Docks Demolition and Replacement

NOTICE TO BIDDERS – The City of Port Orange is soliciting bids for two alternate designs for this project. The first alternate consists of fixed timber tending docks on either side of the boat ramp, while the second alternate consists of concrete floating dock systems composed of timber ramp sections, aluminum gangway sections and concrete floating docks on either side of the boat ramp. All contractors responding to this ITB are required to submit cost proposals for both alternate designs. Once the bidding period has closed the City will decide on one (1) alternate design. Any submitted bid package that does not include price proposals for both alternate designs will be considered as non-responsive, and the City will disqualify the entire bid package.

1. Mobilization and Demobilization

The work specified in this section consists of all manpower, land-based and water-based equipment, and operations necessary for mobilizing and demobilizing for the project, including but not limited to: those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site; all required safety equipment and first aid supplies; sanitary and other facilities; costs associated with acquiring all building and other needed local permits, as well as the NPDES Generic Permit; removal of equipment, personnel, supplies, incidentals, any surplus materials, and all trash and construction debris from the site once the project is complete and has been accepted by the City . The Contractor shall provide all needed sources of power and water to properly construct the project.

At the pre-construction meeting, the Contractor shall submit a tentative work schedule, spill response plan, safety plan, and contact information for Contractor staff, subcontractor staff, and emergency services.

The basis of payment for **Mobilization and Demobilization** is LUMP SUM.

2. Construction Surveying and As-Built Survey

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to complete the necessary survey work to successfully and accurately construct the proposed project, and to provide the required as-built survey, signed and sealed by a surveyor registered in the State of Florida, prior to project acceptance. This includes but is not limited to the onsite staking of the proposed locations and elevations of the pilings.

As-built drawings must be signed and sealed by a surveyor registered in the State of Florida. The Contractor is responsible for providing five hard copies and two electronic copies to the Engineer.

The basis of payment for **Construction Surveying and As-Built Survey** is LUMP SUM.

3. Environmental Protection and Compliance

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to maintain regulatory compliance during all phases of construction. Turbidity curtains shall fully surround the construction areas and equipment at all times and the Contractor shall take all proactive measures to eliminate turbidity. In addition, the

Contractor shall comply with all federal, state, and local water quality standards throughout the duration of the project and comply with all conditions for the proper protection of manatees and other local protected wildlife species while performing in-water work.

A copy of the Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (Corps) permits are included in the project documents for the Contractor to keep on site at all times during construction. The Contractor must comply with all permitted conditions.

The basis of payment for **Environmental Protection and Compliance** is LUMP SUM.

4. Demolition, Hauling and Disposal

This item shall include, but not be limited to, the necessary manpower, equipment and materials for demolishing, hauling away and proper disposal of all remnants of the existing tending docks and other materials as indicated in the construction plans. The work shall include, but not be limited to the complete removal of the entire existing dock systems, all pilings, hardware and any existing lighting and wiring (if applicable).

All existing pilings must be completely removed to allow for the replacement of the dock system. This may require divers to confirm complete piling removal.

The basis of payment for **Demolition, Hauling and Disposal** is LUMP SUM.

5. Timber Tending Docks with Pilings (Fixed System) (Bid Alternate #1)

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment, materials, hardware and incidentals needed to construct all components of the fixed timber tending dock alternative, as indicated in the plans. Components to be constructed include, but are not limited to, wooden pilings, cap boards, stringers, deck boards, handrail posts, handrails, and stainless steel cabling. Wooden pilings may be augured (upland), jetted or driven to achieve the embedment depth and orientation indicated in the plans. Contractor is responsible for attaining the depth of embedment indicated in the plans and may need to use multiple jetting manifolds to successfully install the pilings. All timber must be free of splinters, cracks, knots or sap. All timber must be treated with wood preservative products indicated in the plans, to the treatment retention levels indicated in the plans, and must be southern yellow pine (SYP) meeting the grade requirements indicated in the plans. Any timber deemed unsuitable by the Engineer will be replaced at the Contractor's expense.

All in-water pilings must be wrapped with a mechanically tensioned PVC membrane as per the details in the plans. All piling wraps must have a rolled, positive vertical closure that significantly restricts leeching of pile preservative from the pile into the surrounding environment while preventing oxygenated water from entering the wrap. In addition all pilings must be wrapped with a hermetic top seal (compressed and banded). All hardware used for the construction of the dock system must be 316-alloy stainless steel; under no circumstances will any alternative materials or other stainless steel alloys be accepted.

The Contractor must make submittals of the timber, hardware, pile wraps and stainless steel cable to the Engineer prior to purchase or construction. The Contractor must submit pile driving logs prior to final acceptance of the project, or at any time during construction at the request of the City or the Engineer. Except for cutting included in the plan notes to remove tops damaged by driving, absolutely no piles shall be cut to final top elevation without the approval of the Engineer. Any products or materials manufactured, purchased or installed prior to shop drawing approval will be replaced at the Contractor's expense if the above noted approvals have not been obtained.

The basis of payment for **Timber Tending Docks with Pilings (Fixed System) (Bid Alternate #1)** is per SQUARE FOOT.

6. Tending Docks with Pilings (Concrete Floating System), Timber Section (Bid Alternate #2)

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment, materials, hardware and incidentals needed to construct all components of the timber portion of the concrete floating tending dock alternative, as indicated in the plans. Components to be constructed include, but are not limited to, wooden pilings, cap boards, stringers, deck boards, handrail posts, handrails, and stainless steel cabling. Wooden pilings may be augured (upland), jetted or driven to achieve the embedment depth and orientation indicated in the plans. Contractor is responsible for attaining the depth of embedment indicated in the plans and may need to use multiple jetting manifolds to successfully install the pilings. All timber must be free of splinters, cracks, knots or sap. All timber must be treated with wood preservative products indicated in the plans, to the treatment retention levels indicated in the plans, and must be southern yellow pine (SYP) meeting the grade requirements indicated in the plans. Any timber deemed unsuitable by the Engineer will be replaced at the Contractor's expense.

All in-water pilings must be wrapped with a mechanically tensioned PVC membrane as per the details in the plans. All piling wraps must have a rolled, positive vertical closure that significantly restricts leeching of pile preservative from the pile into the surrounding environment while preventing oxygenated water from entering the wrap. In addition all pilings must be wrapped with a hermetic top seal (compressed and banded). All hardware used for the construction of the dock system must be 316-alloy stainless steel; under no circumstances will any alternative materials or other stainless steel alloys be accepted.

The Contractor must make submittals of the timber, hardware, pile wraps and stainless steel cable to the Engineer prior to purchase or construction. The Contractor must submit pile driving logs prior to final acceptance of the project, or at any time during construction at the request of the City or the Engineer. Except for cutting included in the plan notes to remove tops damaged by driving, absolutely no piles shall be cut to final top elevation without the approval of the Engineer. Any products or materials manufactured, purchased or installed prior to shop drawing approval will be replaced at the Contractor's expense if the above noted approvals have not been obtained.

The basis of payment for **Tending Docks with Pilings (Concrete Floating System), Timber Section (Bid Alternate #2)** is per SQUARE FOOT.

7. Tending Docks with Pilings (Concrete Floating System), Concrete Floating Section with Pilings (Bid Alternate #2)

The bid price for this item shall include, but not be limited to, the required manpower, equipment and material involved in purchasing and properly installing the floating concrete dock system as indicated in the construction plans. Proper installation of the floating system is the responsibility of the CONTRACTOR and such installation methodology must be submitted to the ENGINEER for approval before proceeding. Dock segments should be properly supported during transportation and installation, and the CONTRACTOR is responsible replacing any damaged segments at their own expense.

All shop drawings must be submitted to the ENGINEER for approval prior to manufacturing, purchase or installation. Any products or materials manufactured, purchased or installed prior to

shop drawing approval will need to be replaced at the CONTRACTOR'S expense if corresponding shop drawings are not approved by the ENGINEER.

In addition, this item shall include the required manpower, equipment and materials needed to properly install the Square FDOT Grade Pre-stressed Concrete Piles with Pile Caps for the floating concrete dock system, in the locations identified in the plans. The CONTRACTOR shall refer to the plan notes for acceptable pre-stressed concrete pile products. The CONTRACTOR is responsible for providing an installation method that will attain the indicated embedment depth. Pilings shall be properly supported during transportation and installation, and the CONTRACTOR will be responsible for replacing any damaged pilings at his own expense.

All shop drawings must be submitted to the ENGINEER for approval prior to manufacturing, purchase or installation. Any products or materials manufactured, purchased or installed prior to shop drawing approval will need to be replaced at the CONTRACTOR'S expense if corresponding shop drawings are not approved by the ENGINEER.

The basis of payment for **Tending Docks with Pilings (Concrete Floating System), Concrete Floating Section with Pilings (Bid Alternate #2)** is per SQUARE FOOT.

8. Tending Docks with Pilings (Concrete Floating System), Aluminum Gangways (Bid Alternate #2)

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment, materials and hardware needed to properly furnish and install the aluminum gangways as indicated in the plans. The gangway kick plates must provide smooth transitions to the floating dock system for all tide conditions.

The CONTRACTOR shall submit a shop drawing of the gangway, connection detail to the timber dock and roller detail at the termination of the gangway to the ENGINEER for approval prior to manufacturing, purchase or installation. Any products or materials manufactured, purchased or installed prior to shop drawing approval will need to be replaced at the CONTRACTOR'S expense if corresponding shop drawings are not approved by the ENGINEER.

The basis of payment for **Aluminum Gangways** is per EACH.



UNIVERSAL ENGINEERING SCIENCES

GEOTECHNICAL EVALUATION

*North Causeway Boat Ramp
Port Orange, Florida*

**UES Project No. 0430.1800044.0000
UES Report No. 133227**

March 2, 2018

Prepared for:

Mr. Niles Czyzcki
Dredging & Marine Consultants
4643 Clyde Morris Boulevard, Suite 302
Port Orange, FL 32129

Prepared by:

UNIVERSAL ENGINEERING SCIENCES
911 Beville Road, Suite 3
South Daytona, Florida 32119

CONSULTANTS:

Geotechnical Engineering • Environmental Engineering • Construction
Materials Testing Threshold Inspection • Private Provider Inspection •
Geophysical Studies

*OFFICES: Daytona Beach, FL • Fort Myers, FL • Fort Pierce, FL • Gainesville, FL • Jacksonville, FL • Leesburg, FL • Miami, FL • Norcross, GA • Ocala, FL • Orange City, Orlando, FL
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- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

March 2, 2018

Mr. Niles Cyzycki
Dredging & Marine Consultants
4643 Clyde Morris Boulevard, Suite 302
Port Orange, FL 32129

Reference: **GEOTECHNICAL EVALUATION**
North Causeway Boat Ramp
Port Orange, Florida
UES Project No. 0430.1800044.0000 and UES Report No. 133227

Dear Mr. Cyzycki:

Universal Engineering Sciences, Inc. has completed the geotechnical evaluation for the subject project. This report contains the results of our evaluation, an engineering interpretation of these with respect to the project characteristics described to us, and recommendations for concrete square pile installation depth.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES

Patrick Clark
Project Engineer



Attachments

PC/BCP/cme

1.0 INTRODUCTION

1.1 GENERAL

In this report, we present the results of the subsurface evaluation for the tender dock replacements in Port Orange, Florida. We have divided this report into the following sections:

- SECTION 2.0 - SCOPE OF SERVICES
- SECTION 3.0 - FINDINGS
- SECTION 4.0 - TIMBER PILING RECOMMENDATIONS
- SECTION 5.0 - CONSTRUCTION RELATED SERVICES
- SECTION 6.0 - LIMITATIONS

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

Project information has been provided to us in discussion with you. We understand the proposed construction consists of replacing the tender docks at the existing boat ramp. The replacements will consist of floating or fixed piers supported by 14-inch concrete square pilings.

Our recommendations are based upon the above considerations. If any of this information is incorrect, or if you anticipate any changes, inform Universal Engineering Sciences so that we may review our recommendations.

2.2 PURPOSE

The purposes of this investigation were:

- to investigate the general subsurface conditions at the site;
- to interpret and review the subsurface conditions with respect to the proposed construction;
- to provide geotechnical engineering recommendations for pile embedment depths.

This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, at your request.



Our investigation was confined to the zone of soil likely to be influenced by the proposed construction. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. A deep geological evaluation requires a more extensive range of field services than performed in this study.

2.3 FIELD INVESTIGATION

2.3.1 Borings

The subsurface conditions adjacent to the existing boat ramp were investigated with two (2) Standard Penetration Test (SPT) borings advanced to a depth of approximately 40 feet each below mudline. We performed Standard Penetration Test borings according to the procedures of ASTM D-1586.

Samples obtained from the borings were transported to our laboratory for further evaluation. Samples of the soils encountered will be held in our laboratory for your inspection for 60 days unless we are notified otherwise.

2.4 LABORATORY INVESTIGATION

2.4.1 Index Testing

The soil samples recovered from the soil boring was returned to our laboratory and then a UES Engineer visually examined and reviewed the field descriptions. The soils were classified in accordance with the Unified Soil Classification System (USCS).

3.0 FINDINGS

3.1 SUBSURFACE CONDITIONS

The boring location and detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Subsurface Profiles. The classifications and descriptions shown on the profiles are based upon visual characterizations of the recovered soil samples. Also, see Appendix A: Key to Boring Log, for further explanation of the symbols and placement of data on the Subsurface Profiles. The following discussion summarizes the soil conditions encountered.

The results of the SPT boring performed indicate the presence of approximately 3.5 feet of water underlain by intermittent layers of very soft silt (ML) and very loose silty fine sand (SM) to approximately 2.5 feet below the existing mudline. From approximately 2.5 to 27.5 feet below mudline we encountered intermittent layers of loose to very dense fine sand with silt and few shell fragments (SP-SM) and fine sand with trace of silt and shell fragments (SP). This layer is further underlain by intermittent layers of loose to medium dense fine sand (SP), clayey fine sand with few shell fragments (SC), silty fine sand with clay and trace of shell fragments (SM) and medium clay with silt and trace of shell fragments (CH) to deepest boring termination depth of approximately 40 feet below mudline.



4.0 DOCK PILING RECOMMENDATIONS

The following recommendations are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. If the construction locations change from those discussed previously, we request the opportunity to review and possibly amend our recommendations with respect to those changes.

Additionally, if subsurface conditions are encountered during construction which was not encountered in the borings, report those conditions immediately to us for observation and recommendations.

Based on our discussion with you, we understand the new tender docks will be supported by concrete square pilings. These piles will most likely be jetted, and/or possibly driven into place. We evaluated these piles for full lateral stability. To estimate lateral pile deflection and bending moment in a pile foundation caused by applied lateral loads, it is possible to consider the pile as a free standing structural member fixed at a certain depth below the ground surface. This structural member can then be analyzed as a cantilever beam. Based on the soil types and anticipated pile type, a single 14-inch prestressed/precast concrete square pile will be considered fixed at a depth of 9 feet below mudline. The minimum pile embedment length required for full lateral stability for the 14-inch pile is estimated at 18 feet below mudline. The 14-inch pile will achieve allowable compressive capacities of approximately 28 tons assuming they are jetted then subsequently hammered to the above recommended depths. Based on the results of the borings, it should be noted that difficult driving/jetting conditions may be encountered at approximately 20 feet below the mudline due to the dense soil conditions. However it is not anticipated the piles will be installed beyond this depth.

5.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation subgrades by monitoring filling operations and performing quality assurance tests on the placement of compacted natural soils and structural fill. We can also perform concrete testing, pavement section testing, structural steel testing and other construction materials testing services.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

6.0 LIMITATIONS

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. An Association of Engineering Firms Practicing in the Geosciences (ASFE) publication, "Important Information about Your Geotechnical Engineering Report" appears in Appendix B, and will help explain the nature of geotechnical issues. Further, we present documents in Appendix B: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.



APPENDIX A

**BORING LOCATION PLAN
SUBSURFACE PROFILES
SOILS CLASSIFICATION CHART**

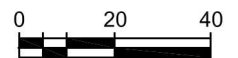


LEGEND



APPROXIMATE LOCATION OF
STANDARD PENETRATION TEST (SPT) BORING

GRAPHIC SCALE



(IN FEET)
1 INCH $\approx$ 40 ft.



UNIVERSAL
ENGINEERING SCIENCES

TITLE:

BORING LOCATION PLAN

PROJECT:

GEOTECHNICAL EVALUATION
NORTH CAUSEWAY BOAT RAMP
PORT ORANGE, FLORIDA

DRAWN BY: MKL

DATE: 03/01/18

PROJECT NO.: 0430.1800044.0000

CHECKED BY: BP

DATE: 03/01/18

REPORT NO.: 133227

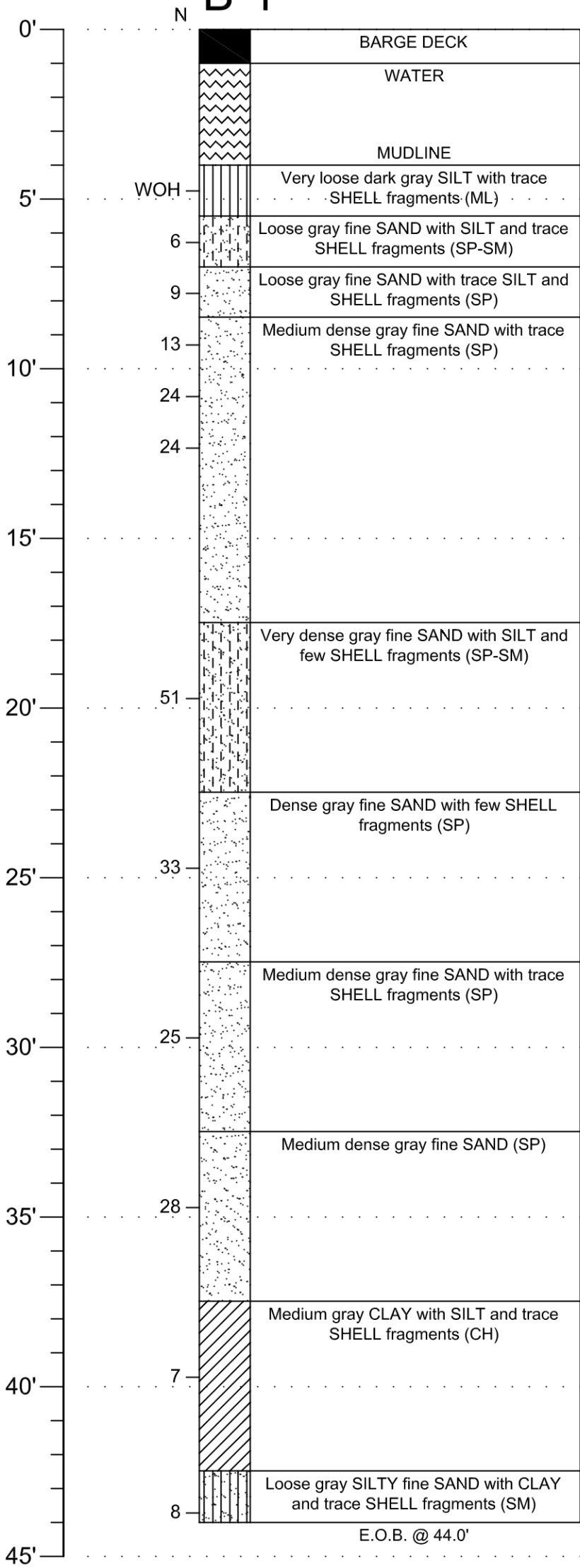
SCALE:

1" $\approx$ 40'

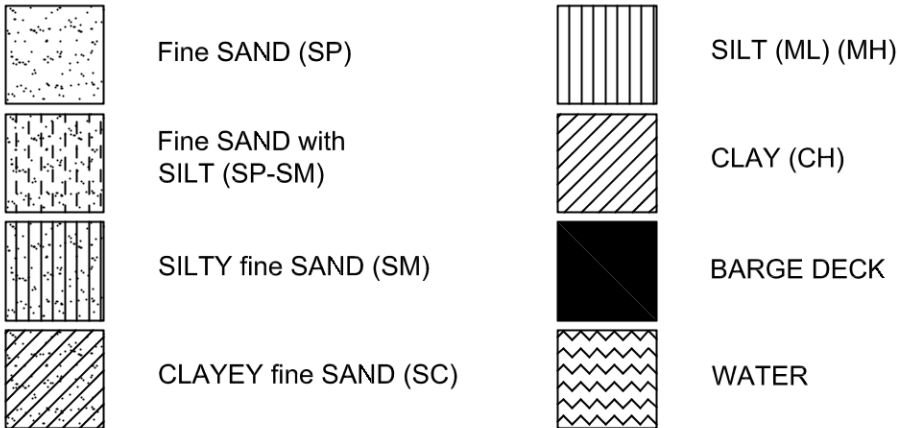
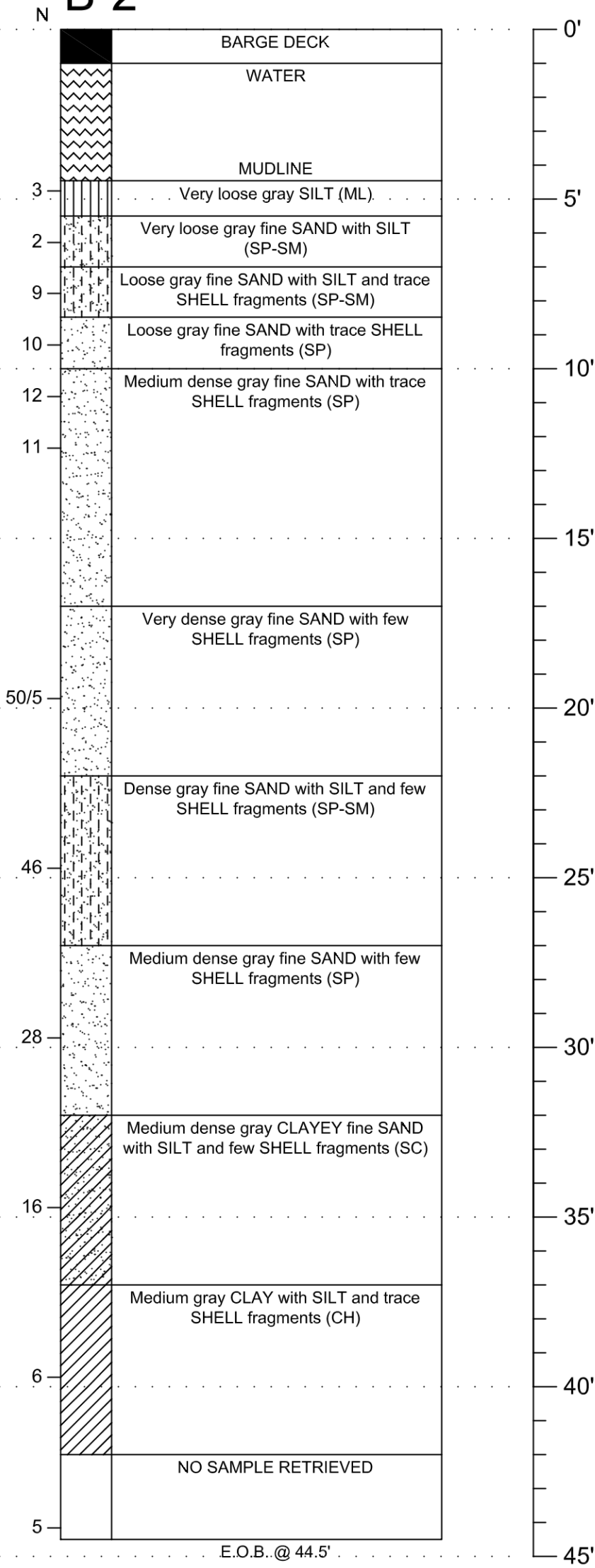
PAGE/FIG. NO.:

A-1

B-1



B-2



NOTES:

- (SP) Unified Soil Classification System
- EOB End of Boring
- N Penetr. Resistance, Blows/ft.
- WOH Weight of Hammer



UNIVERSAL
ENGINEERING SCIENCES

PROJECT:

GEOTECHNICAL EVALUATION
NORTH CAUSEWAY BOAT RAMP
PORT ORANGE, FLORIDA

TITLE:

SUBSURFACE PROFILES

DRAWN BY:

MKL

DATE:

03/01/18

PROJECT NO.:

0430.1800044.0000

SCALE:

NA (in feet)

PAGE/FIG. NO.:

A-2

CHECKED BY:

BP

DATE:

03/01/18

REPORT NO.:

133227



SYMBOLS

SYMBOL	DESCRIPTION
N	No. of blows of a 140-lb weight falling 30 inches required to drive standard spoon 1 foot.
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
EOB	End Of Boring
BT	Boring Terminated
-200	Fines Content or % Passing No. 200 Sieve
MC	Moisture Content
LL	Liquid Limit
PI	Plasticity Index
K	Coefficient of Permeability
O.C.	Organic Content
▽	Estimated seasonal high groundwater level
▼	Measured groundwater level at time of drilling

RELATIVE DENSITY (sand-silt)

Very Loose - Less Than 4 Blows/Ft.
Loose - 4 to 10 Blows/Ft.
Medium - 11 to 30 Blows/Ft.
Dense - 31 to 50 Blows/Ft.
Very Dense - More Than 50 Blows/Ft.

CONSISTENCY (clay)

Very Soft - Less than 2 Blows/Ft.
Soft - 2 to 4 Blows/Ft.
Medium - 5 to 8 Blows/Ft.
Stiff - 9 to 15 Blows/Ft.
Very Stiff - 16 to 30 Blows/Ft.
Hard - More Than 30 Blows/Ft.

RELATIVE HARDNESS (Limestone)

Soft - 100 Blows for more than 2"
Hard - 100 Blows for less than 2"

UNIFIED CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS More than 50% retained on No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Well-graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels, gravel-sand-silt mixtures
			GC	Clayey gravels, gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Well-graded sands and gravelly sands, little or no fines
		SANDS WITH FINES	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less	ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands	
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays	
		OL	Organic silts and organic silty clays of low plasticity	
	SILTS AND CLAYS Liquid limit greater than 50%	MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts	
		CH	Organic clays or high plasticity, fat clays	
		OH	Organic clays of medium to high plasticity	
		PT	Peat, muck and other highly organic soils	

* Based on the material passing the 3-in. (75 mm) sieve.

** Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing through No. 200 sieve.

* Based on the material passing the 3-in. (75 mm) sieve.

** Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing through No. 200 sieve.

MODIFIERS

These modifiers provide our estimate of the amount of minor constituents (SILT or CLAY sized particles) in the soil sample.

Trace - 5% or less
With SILT or with CLAY - 6% to 11%
SILTY or CLAYEY - 12% to 30%
Very SILTY or Very CLAYEY - 31% to 50%

These modifiers provide our estimate of the amount of organic components in the soil sample.

Trace - 1% to 2%
Few - 3% to 4%
Some - 5% to 8%
Many - Greater than 8%

These modifiers provide our estimate of the amount of other components (Shell, Gravel, Etc.) in the soil sample

Trace - 5% or less
Few - 6% to 12%
Some - 13% to 30%
Many - 31% to 50%

APPENDIX B

**GENERAL CONDITIONS
CONSTRAINTS AND RESTRICTIONS
IMPORTANT INFORMATION ABOUT
YOUR GEOTECHNICAL ENGINEERING REPORT**

Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 Universal Engineering Sciences, Inc., ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of Universal Engineering Sciences, Inc.'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.
- 1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

Rev. 06/10/2015

CONSTRAINTS AND RESTRICTIONS

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of investigation. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910

Telephone: 301/565-2733 Facsimile: 301/589-2017

e-mail: info@geoprofessional.org www.geoprofessional.org

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U.S. Army Corps of Engineers (USACE)
APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT
33 CFR 325. The proponent agency is CECW-CO-R.

Form Approved -
OMB No. 0710-0003
Expires: 01-08-2018

The public reporting burden for this collection of information, OMB Control Number 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: <http://dpcl.dod.mil/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx>

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
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(ITEMS BELOW TO BE FILLED BY APPLICANT)

5. APPLICANT'S NAME First - Michael Middle - H Last - Johansson Company - City of Port Orange E-mail Address - mjohansson@port-orange.org	8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required) First - Stephen Middle - J Last - Kuhn Company - Dredging & Marine, LLC E-mail Address - SKuhn@dmces.com
6. APPLICANT'S ADDRESS: Address- 1000 City Center Circle City - Port Orange State - FL Zip - 32129 Country - USA	9. AGENT'S ADDRESS: Address- 4643 S. Clyde Morris Blvd., Unit 302 City - Port Orange State - FL Zip - 32129 Country - USA
7. APPLICANT'S PHONE NOS. w/AREA CODE a. Residence b. Business c. Fax (386) 506-5501	10. AGENTS PHONE NOS. w/AREA CODE a. Residence b. Business c. Fax (386) 304-6505

STATEMENT OF AUTHORIZATION

11. I hereby authorize, Stephen J. Kuhn, P.E. to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

<u>Jake Johansson</u>	Digitally signed by Jake Johansson Date: 2018.06.28 13:19:45 -04'00'	<u>2018-06-28</u>
SIGNATURE OF APPLICANT		DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME OR TITLE (see instructions) Causeway Park N. Boat Ramp Tending Dock Replacement		
13. NAME OF WATERBODY, IF KNOWN (if applicable) Halifax River	14. PROJECT STREET ADDRESS (if applicable) Address 93 Dunlawton Ave. City - Port Orange State- FL Zip- 32127	
15. LOCATION OF PROJECT Latitude: °N 29 08' 51.60" Longitude: °W 80 58' 43.98"		
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions) State Tax Parcel ID 630300000020 Municipality City of Port Orange Section - Between 2 & 3 Township - 16 S Range - 33 E		

17. DIRECTIONS TO THE SITE

Interstate 95 to State Road 421 (Dunlawton Ave., Exit 256). Proceed east on Dunlawton Ave. to US 1. Continue east on Dunlawton Ave. approximately 1/2 mile to sign for Causeway Park entrance. Turn right, then immediately left, and follow road under the bridge. The north boat ramp is about 250 feet ahead on your left side.

18. Nature of Activity (Description of project, include all features)

Replacement of two timber tending docks that were destroyed by Hurricanes Matthew and Irma. The tending docks are located at the north public boat ramp at the City of Port Orange's Causeway Park. The City will bid two designs, but only one will be constructed.

1) The preferred design is replacement of the fixed timber tending docks with a concrete floating dock system. The design will result in a 55% increase over the original dock's 760 square foot footprint area. The proposed floating system footprint area is 1,179 sq ft.

2) The alternative design is replacement of the fixed timber tending docks with a fixed timber dock system. This design will have a 25% increase over the original 760 sq ft. footprint area. The proposed fixed system is 950 sq ft. This increase is due to increasing the deck widths from 4 feet to 5 feet to meet ADA compliance requirements.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

The aforesaid public dock structures were destroyed by Hurricanes Matthew and Irma. This park is heavily utilized by the public and needs replacement in order to offer safe and ADA compliant access to the Halifax river.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

N/A No Dredge or Fill proposed

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards
N/A No Dredge or Fill proposed		

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres

or

Linear Feet N/A No Dredge or Fill proposed

23. Description of Avoidance, Minimization, and Compensation (see instructions)

During the construction phase turbidity curtains will be used and best management practices will be employed at all times.

24. Is Any Portion of the Work Already Complete? ☐ Yes ☒ No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- FDOT 719 S. Woodland Blvd.

City - DeLand

State - FL

Zip - 32720

b. Address-

City -

State -

Zip -

c. Address-

City -

State -

Zip -

d. Address-

City -

State -

Zip -

e. Address-

City -

State -

Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED
FDEP	Regulatory Exemptio	0357342-001 EE	09/12/2017	9/14/2017	

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

Digitally signed by Stephen J. Kuhn, P.E.
Date: 2018.06.29 09:33:44 -04'00'

2018-06-29

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF AGENT

DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:
- “During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) 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 considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) 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.
- (5) 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA 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 of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by

FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

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. **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.

60. **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.

61. **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.

62. **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.

63. **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.

64. **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.

65. **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.

66. **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).

67. **PATENTS/COPYRIGHTS**

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

68. **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.

69. **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.

70. **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.

71. **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.

72. **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.

73. **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.

74. **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.

75. **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.

76. **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.

77. **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.

78. **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.

79. **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.

80. **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.

81. **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.

82. **RECYCLED MATERIALS**

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

83. **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.)

84. **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.

85. **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.

86. **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.

87. **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.

88. **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.

89. **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.

90. **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.

91. **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.

92. **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.

93. **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.

94. **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.

95. **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.

96. **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.

97. **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.

98. **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.

99. **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.

100. **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.

101. **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.

102. **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.

103. **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.

104. **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.

105. **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.

106. **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.

107. **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.

108. **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.

109. **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)

110. **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 180 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.

Contractor shall comply with the required contract clauses as follows and as otherwise required by federal laws and regulations.

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.

PERMITS AND FEES

Contractor is responsible for all City, County, State and Federal Permits associated with the work.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Listing of Subcontractors
- _____ Form 7.10 – E-Verify
- _____ FEMA Signed Certification Regarding Lobbying
- _____ Copy Certified General Contractor License
- _____ 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 – E-VERIFY ACKNOWLEDGEMENT

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Contractor acknowledges and agrees to the following:

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

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

This document must be completed and returned with your Submittal

FORM 7-11 – CERTIFICATE OF INSURANCE FOR PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify _____ Company has issued to
_____, of the City of _____, State of
_____, the following policy or policies: Public Liability Policy No. _____ effective
on _____, 20____, limits _____, Property
Damage Policy No. _____ effective on _____, 20____, and expiring on
_____, 20____, limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the
_____, in writing thirty (30) days prior to cancellation of the policy.

Authorized Signature

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

FORM 7-12 AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of _____

County of _____

_____ being duly sworn according to law, deposes and says (it, he, they) have accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20 _____ to _____, 20____.

WITNESS:

CONTRACTOR:

By _____

Title _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

My Commission Expires: _____

Notary Public

Notary Public Printed Name

FORM 7-13 – CONTRACTOR’S STATEMENT UNDER OATH, TO OWNER

To: _____

The undersigned as Contractor has heretofore, on the ____ day of _____, 20____, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____ for the Contract Price of _____ in accordance with plans and specifications therefore as prepared by “Firm and Firm address”.

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____ showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this _____ day of _____, 20____.

CONTRACTOR:

By: _____

Title: _____

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

Notary Public Printed Name

FORM 7-14 – RECEIPT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____ of _____
was heretofore, on _____, 20____, awarded a Contract by _____
for the Contract Price of \$_____ to furnish all the materials and labor in the
construction of a project entitled: ITB #17-25 CAUSEWAY PIER RESTORATIONS in accordance with the
plans and specifications therefore, as prepared by "Firm", Engineers, and the undersigned has completed
said work and fully complied with said Contract and has heretofore received the sum of
\$_____ as payment thereon.

That the undersigned has this date received from _____ the sum of
\$_____, representing the full balance due _____,
as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed
in accordance with the terms thereof, and that _____
has paid in full all persons furnishing labor and/or materials in connection therewith, including all
subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished
in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said as described
in the said Contract, from any and all liens, claims or demands whatsoever that has or may have for work
performed or materials furnished thereon by any subcontractor or supplier and that
_____ will hold harmless the _____ from any and all
loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished
on said project in connection with said work or improvements. This document is only binding upon receipt
of a check for the above balance due.

IN WITNESS WHEREOF, the undersigned has hereto set _____ hand and seal this _____ day of
_____, 20_____.

Witnessed by:

CONTRACTOR:

By: _____

Title: _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

My Commission Expires: _____

Notary Public

Notary Public Printed Name

FORM 7-15 – CONSENT OF SURETY FOR FINAL PAYMENT

Project Name: **CAUSEWAY PARK NORTH BOAT RAMP**

ITB # 18-27

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor,
the following named surety: _____

on the Payment Bond of the following named Contractor: _____

hereby approves of final payment to the Contractor, and further agrees that said final payment to the
Contractor shall not relieve the Surety Company named herein of any of its obligations to the following
named Owner: as set forth in said Surety company's bond: _____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of
_____, 20_____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix
Corporate Seal)

TITLE _____



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM CITY OF PORT ORANGE ITB # 18-27

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:

Causeway Park North Boat Ramp Tending Docks Replacement					
Bid Sheet					
ITEM #	DESCRIPTION	QTY	UNIT	PRICE/UNIT	PRICE
Tending Docks Demolition and Replacement					
1	Mobilization and Demobilization	1	LS	\$ -	\$ -
2	Construction Surveying and As-Built Survey	1	LS	\$ -	\$ -
3	Environmental Compliance	1	LS	\$ -	\$ -
4	Demolition, Hauling and Disposal	1	LS	\$ -	\$ -
Fixed Timber Tending Docks (Bid Alternate #1)					
5	Timber Tending Docks with Pilings (Fixed System)	950	SF	\$ -	\$ -
Tending Docks with Pilings (Concrete Floating System) (Bid Alternate #2)					
6	Tending Docks with Pilings (Concrete Floating System), Timber Section (Bid Alternate #2)	500	SF	\$ -	\$ -
7	Tending Docks with Pilings (Concrete Floating System), Concrete Floating Section with Pilings (Bid Alternate #2)	360	SF	\$ -	\$ -
8	Tending Docks with Pilings (Concrete Floating System), Aluminum Gangways (Bid Alternate #2)	2	EA	\$ -	\$ -
TOTAL PRICE - BID ALTERNATE #1 (ITEMS 1 THROUGH 5 ONLY)					\$ -
TOTAL PRICE - BID ALTERNATE #2 (ITEMS 1 THROUGH 4, ITEMS 6 THROUGH 8)					\$ -

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.

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction 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.

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

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

THIS AGREEMENT is by and between _____ (“Owner”) and _____ (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by _____ (“Engineer”), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Engineer shall also serve as Owner’s agent for purposes of approving Contractor’s payment requests.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the

General Conditions, the Work shall be substantially completed within ____ days after the Effective Date of the Agreement.

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

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Work other than Unit Price Work, a lump sum of: \$_____

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

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

<u>UNIT PRICE WORK</u>					
<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>

Total of all Bid Prices (Unit Price Work) \$ _____

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Progress Payments

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

6.02 Progress Payments; Retainage

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each

progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to __, inclusive).
 - 2. Combination Payment and Performance Bond (pages ____ to ____, inclusive).
 - 3. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
 - 4. General Conditions (pages ____ to ____, inclusive). **In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.**
 - 5. Supplementary Conditions (pages ____ to ____, inclusive). **In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.**

6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of _____ sheets with each sheet bearing the following general title: _____ [or] the Drawings listed on attached sheet index.
8. Addenda (numbers _____ to _____, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

NOTE TO USER

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

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

10.07 *No Intended Third Party Beneficiaries*

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

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

CITY OF PORT ORANGE

Owner

By: Allen Green

Title: Mayor

Date:_____

Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

Contractor

By: _____

Title: _____

Date:_____

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

Attest: _____

Title: _____

Address for giving notices:

License No.:_____



End of Solicitation Documents



CITY OF PORT ORANGE

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

ADDENDUM NO. # 1

August 20, 2018

ITB #18-27 CAUSEWAY PARK NORTH BOAT RAMP

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated 08-6-18 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CHANGES TO SPECIFICATIONS:

1. For the floating dock system alternative design, the nominal width of the concrete floating dock section has been increased from 6 feet 0 inches to 7 feet 11 inches. Revised plans for this design alternative will be posted to DemandStar as well as attached to this addendum.

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

END OF ADDENDUM NO. # 1

CONSTRUCTION DRAWINGS

CONSTRUCTION PLANS (REVISED)

ADDENDUM 1

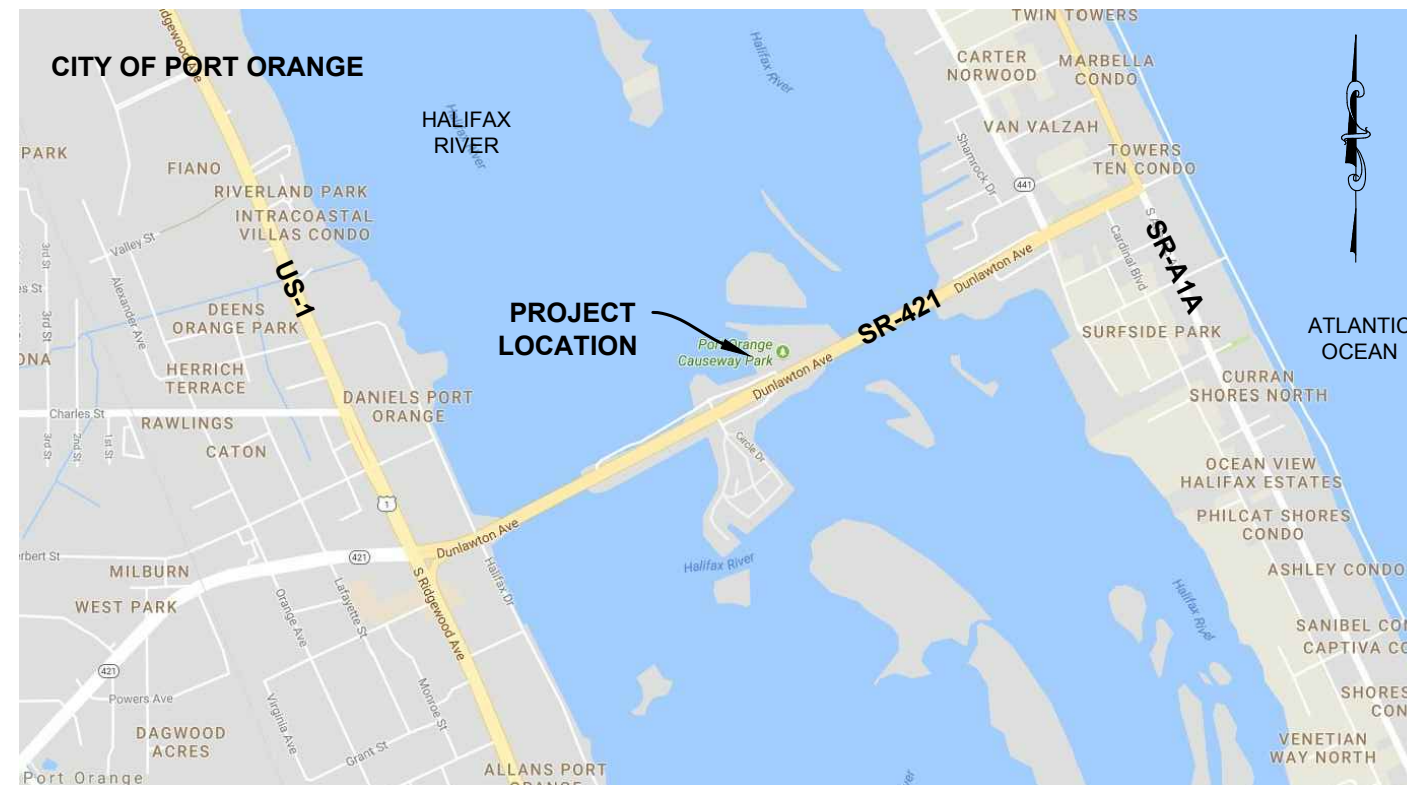
CAUSEWAY PARK IMPROVEMENTS NORTH BOAT RAMP - FLOATING DOCK

CITY OF PORT ORANGE

DMC PROJECT NO. 17-026-32

AUGUST 20, 2018

PROJECT LOCATION MAP



CITY COUNCIL

MAYOR	DONALD O. BURNETTE
VICE MAYOR / DISTRICT 4	SCOTT STILTNER
DISTRICT 1	BOB FORD
DISTRICT 2	CHASE TRAMONT
DISTRICT 3	DREW BASTIAN
CITY MANAGER	JAKE JOHANSSON



Know what's below.
Call before you dig.

REPRODUCTION SCALE:
THESE PLANS ARE SCALED TO ACCURATELY BE
REPRODUCED ON 11X17 SIZED SHEETS. ALL OTHER
SHEET SIZES ARE NOT TO SCALE.

NOTE TO CONTRACTOR:

THESE DRAWINGS AND THE PROJECT SPECIFICATIONS ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS OR PROJECT MANUAL.

IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.

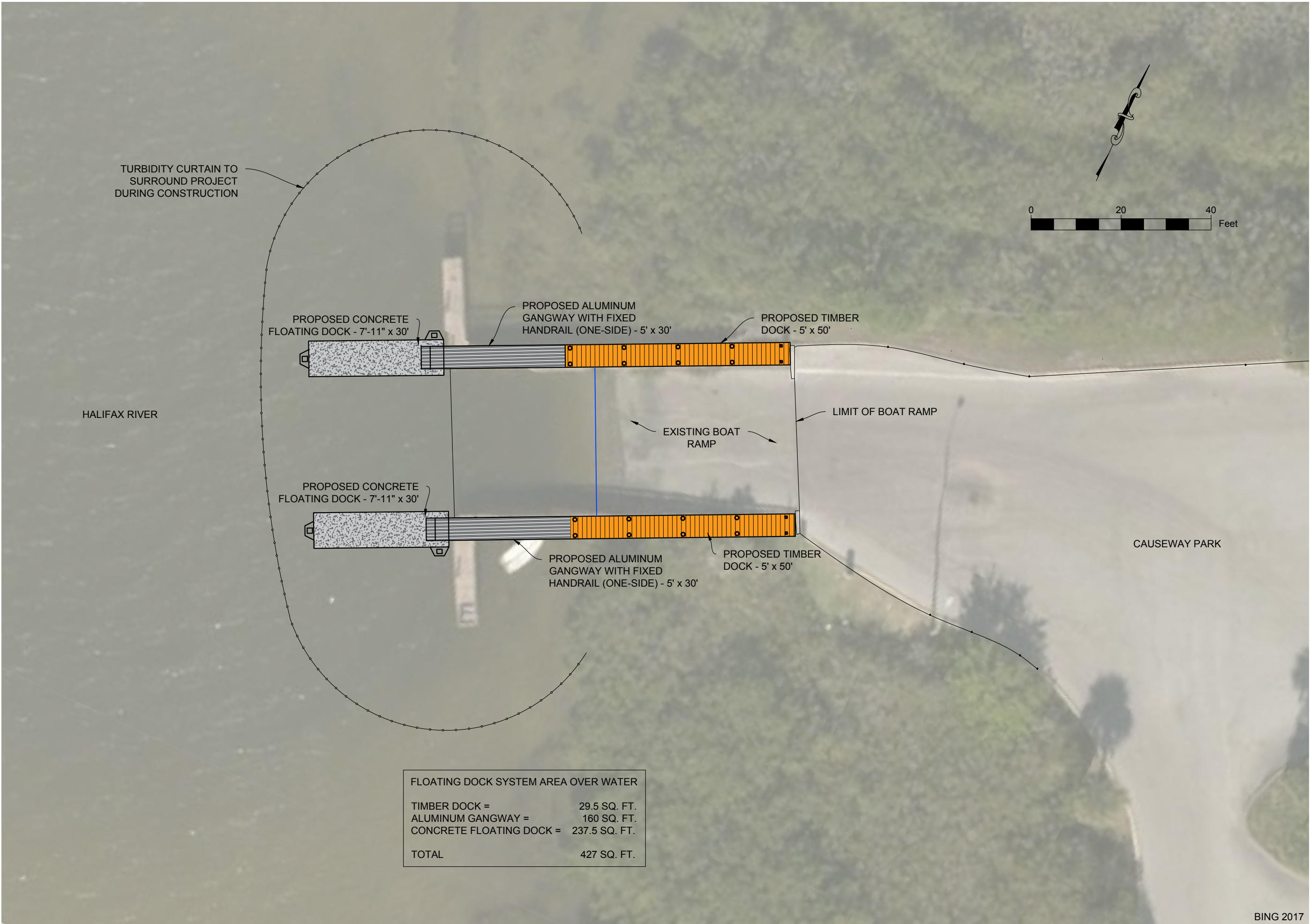
ENGINEER CERTIFICATION:

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA PRACTICING WITH DMC, DREDGING & MARINE CONSULTANTS LLC, A CORPORATION, AUTHORIZED TO OPERATE AS AN ENGINEERING BUSINESS, CERTIFICATE OF AUTHORIZATION # 9410, BY THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, AND THAT I, OR OTHERS UNDER MY DIRECT SUPERVISION, HAVE PREPARED OR APPROVED THE EVALUATIONS, FINDINGS, OPINIONS, CALCULATIONS, CONCLUSIONS OR TECHNICAL ADVICE HEREBY REPRESENTED BY THESE DRAWINGS.

STEPHEN J. KUHN, P.E.
FLORIDA LICENSE No. 67486

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone: (386) 304-6505
Fax: (386) 304-6506
www.dmc.es.com

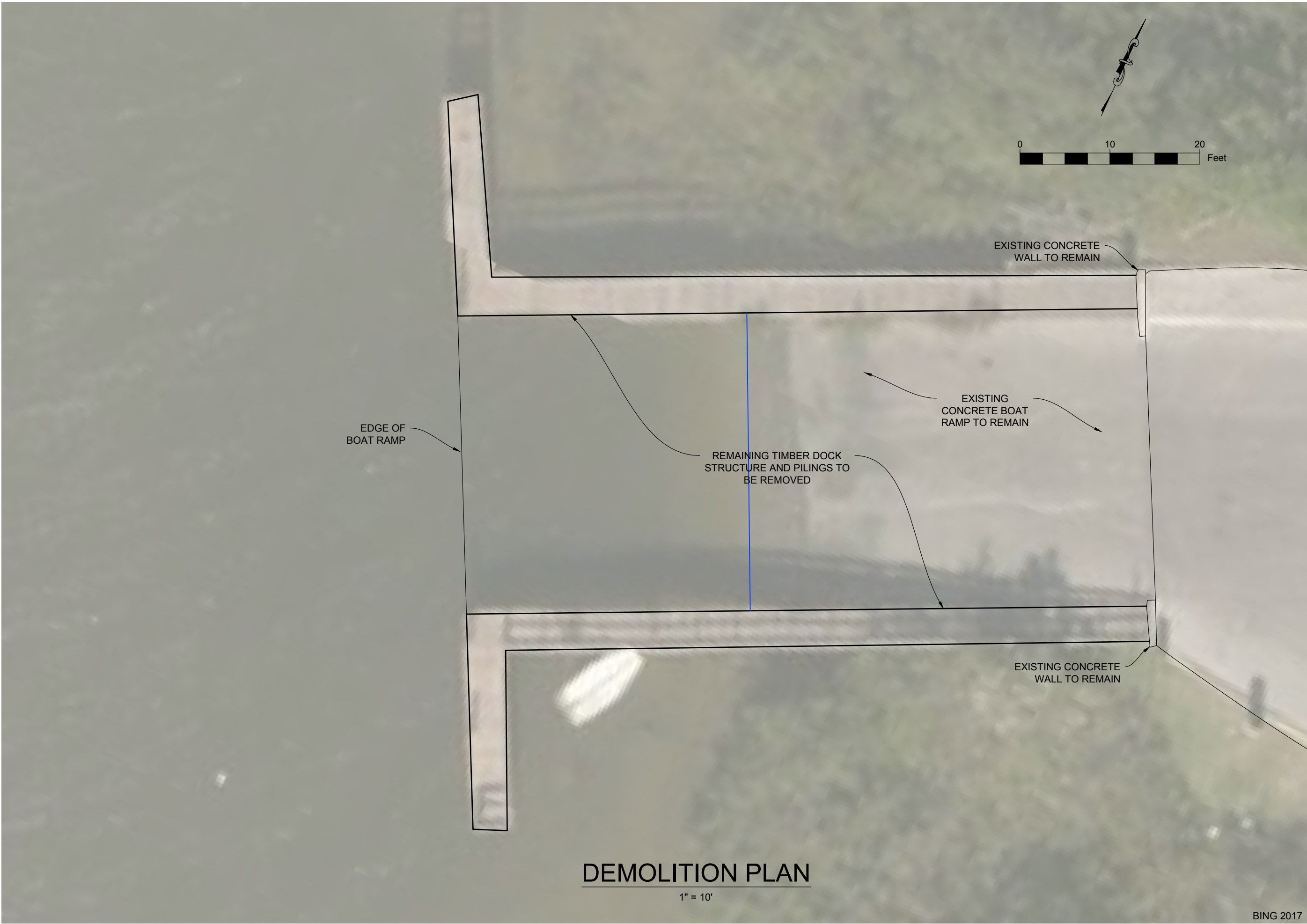
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FLOATING DOCK SYSTEM AREA OVER WATER	
TIMBER DOCK =	29.5 SQ. FT.
ALUMINUM GANGWAY =	160 SQ. FT.
CONCRETE FLOATING DOCK =	237.5 SQ. FT.
TOTAL	427 SQ. FT.

 1000 CITY CENTER CR. PORT ORANGE, FL 32129	 Dredging & Marine Consultants 4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcas.com	PROJECT NAME: CAUSEWAY PARK IMPROVEMENTS	DRAWING: AERIAL PLAN	DMC JOB NO. 17-026-32				SHEET NO. C-01	
				DRAWN AR CAD C3D		CHECKED NC SCALE AS SHOWN		APPROVED SKP DATE 06-19-2018	
CLIENT: CITY OF PORT ORANGE		Stephen J. Kuhn, P.E. FLORIDA LICENSE No. 67486							

Drawing Name: C:\Users\kdodge\Drawings\North Causeway Dock Improvements.dwg By: KDodge Tab: DEMO 8/16/2018



 1000 CITY CENTER CR. PORT ORANGE, FL 32129	DMC ENGINEERS • SCIENTISTS Dredging & Marine Consultants 4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmc-es.com	PROJECT NAME: CAUSEWAY PARK IMPROVEMENTS CLIENT: CITY OF PORT ORANGE	DRAWING:	DEMOLITION PLAN									
			DMC JOB NO.	17-026-32					SHEET NO.	C-02			
			DRAWN	AR	CAD	C3D	CHECKED	NC	SCALE AS SHOWN	APPROVED	SKP	DATE	06-19-2018

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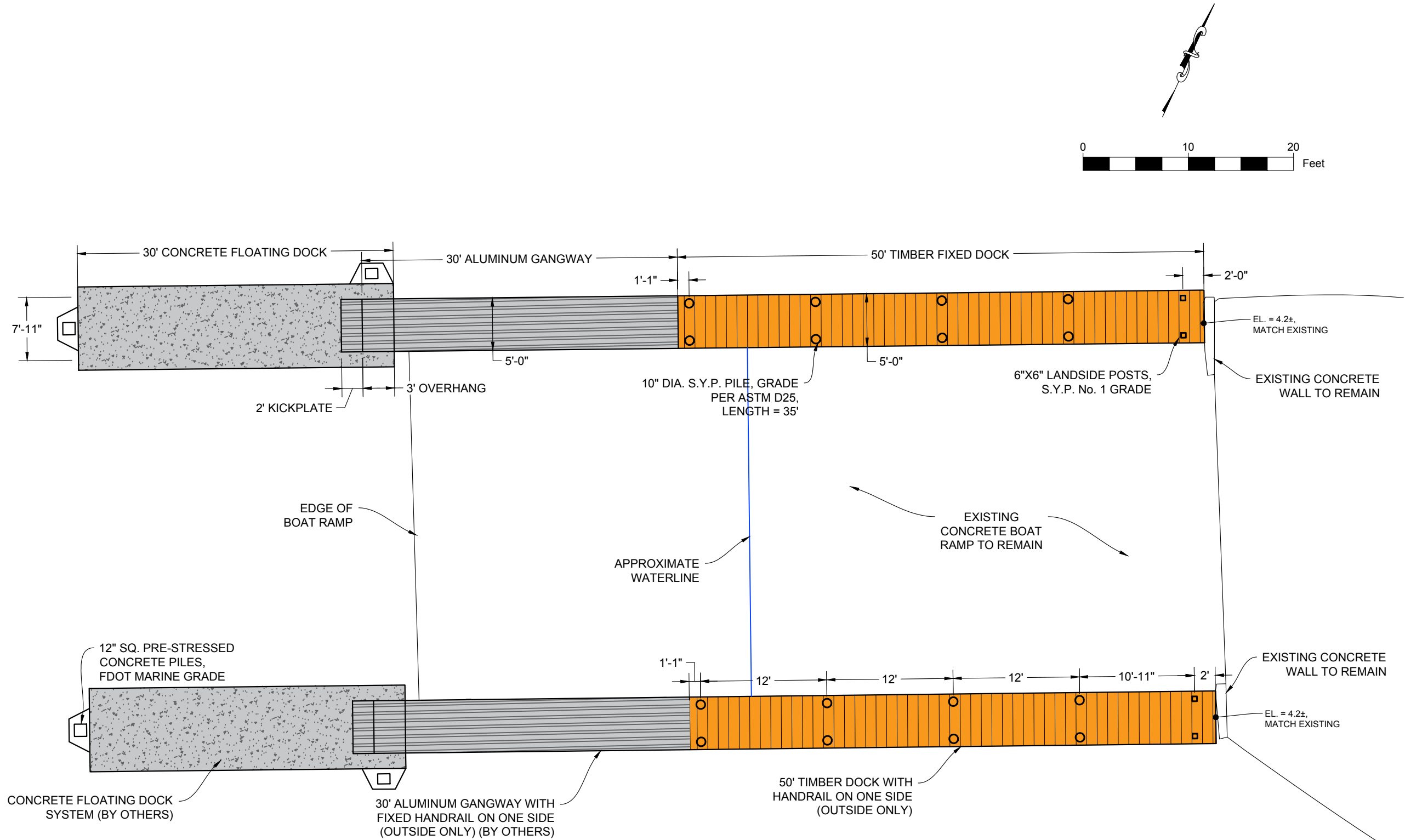
- CONCRETE PILE NOTES:
1. MIN. F'c = 6,000 psi

2. w/c = 0.40

3. (8) - ½" DIA. STRANDS, MIN.

4. 3" MIN. CLEAR COVER

5. LENGTH = 45'

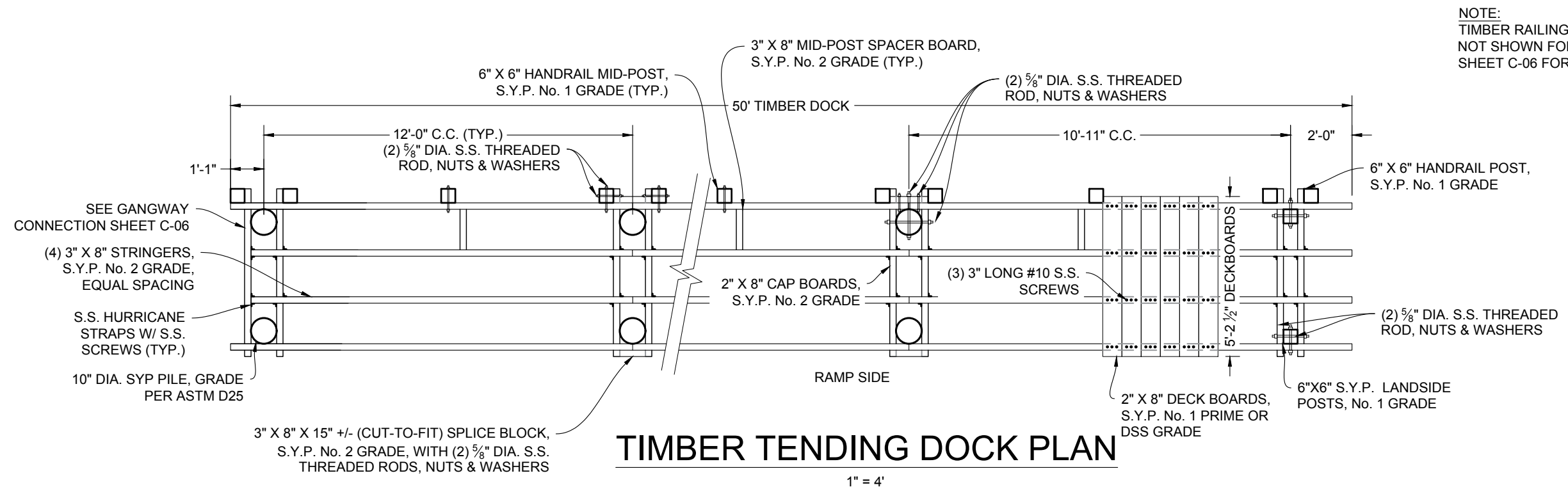


SITE PLAN

1" = 10'

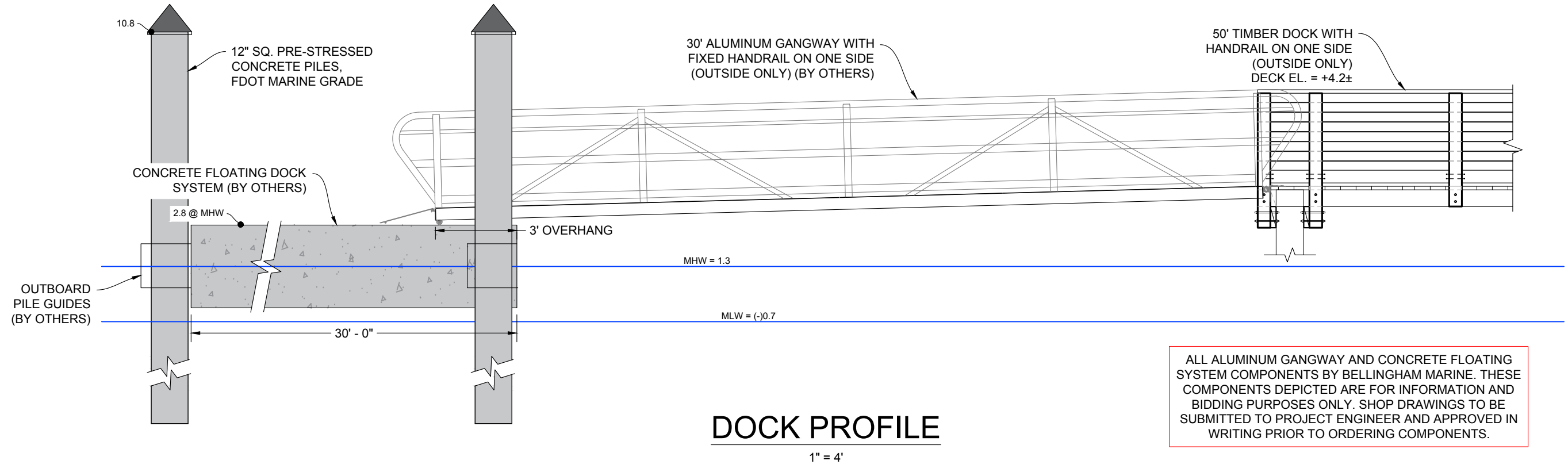
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PROJECT NAME:	CAUSEWAY PARK IMPROVEMENTS			
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CLIENT:	CITY OF PORT ORANGE			
	CHECKED	NC	SCALE AS SHOWN	SHEET NO. C-03
4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmc-es.com		Stephen J. Kuhn, P.E. FLORIDA LICENSE No. 67486		DATE 06-19-2018
Dredging & Marine Consultants DMC ENGINEERS • SCIENTISTS		1000 CITY CENTER CR. PORT ORANGE, FL 32129		

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NOTE:
TIMBER RAILINGS AND S.S. CABLES NOT SHOWN FOR CLARITY. SEE SHEET C-06 FOR DETAILS.

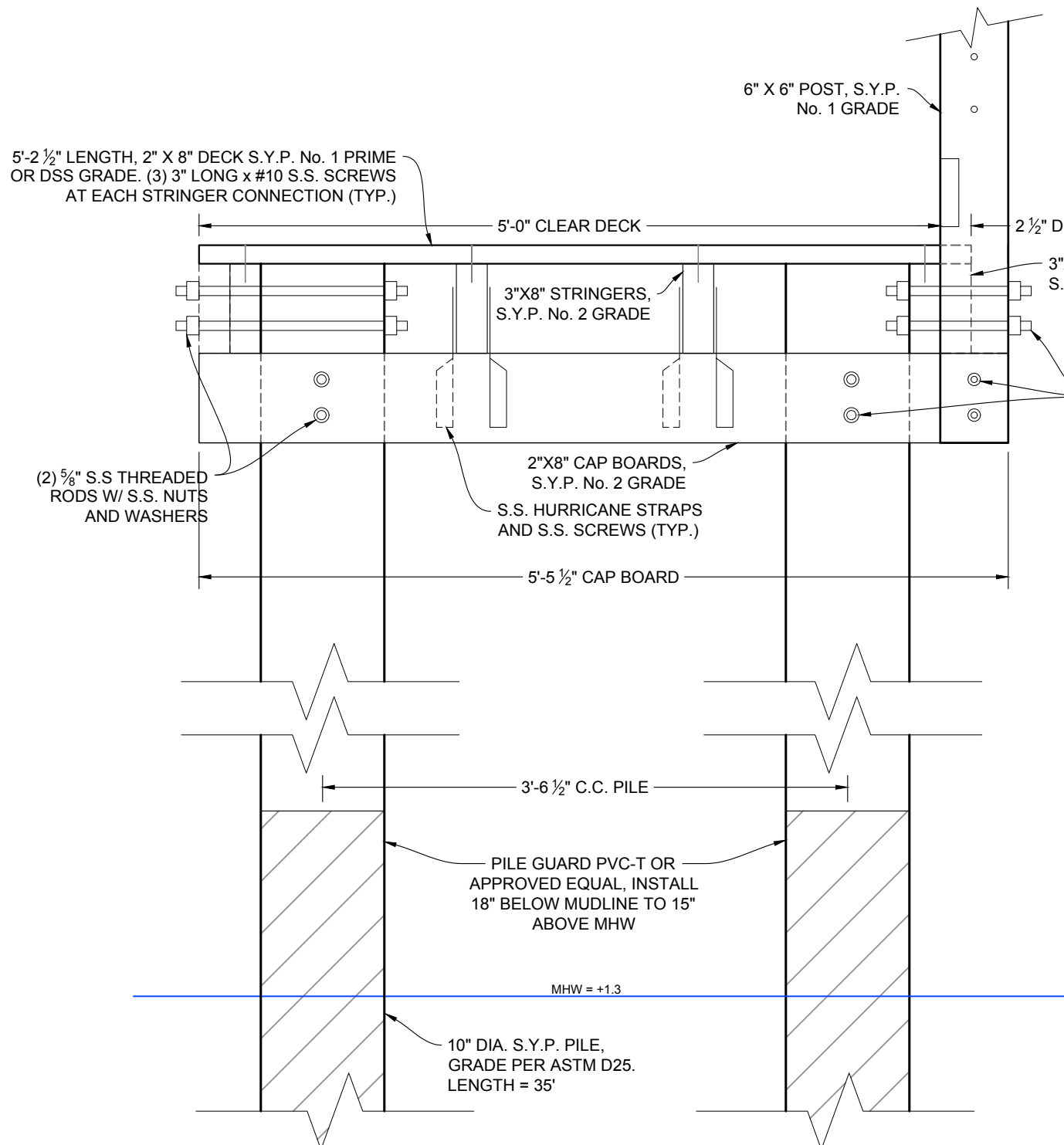
- CONCRETE PILE NOTES:
1. MIN. F'c = 6,000 psi
 2. w/c = 0.40
 3. (8) - 1/2" DIA. STRANDS, MIN.
 4. 3" MIN. CLEAR COVER
 5. LENGTH = 45'



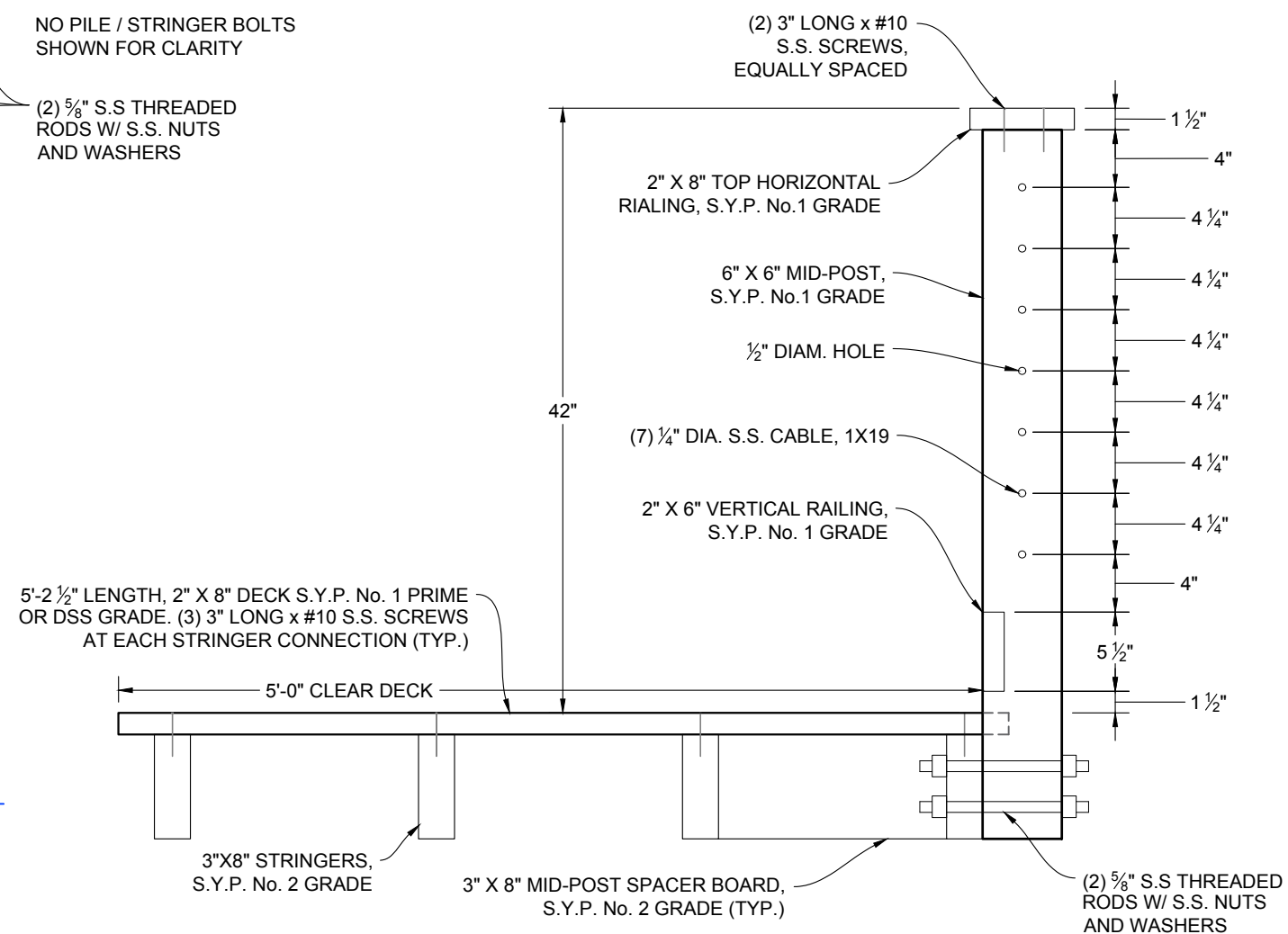
ALL ALUMINUM GANGWAY AND CONCRETE FLOATING SYSTEM COMPONENTS BY BELLINGHAM MARINE. THESE COMPONENTS DEPICTED ARE FOR INFORMATION AND BIDDING PURPOSES ONLY. SHOP DRAWINGS TO BE SUBMITTED TO PROJECT ENGINEER AND APPROVED IN WRITING PRIOR TO ORDERING COMPONENTS.

DRAWING: PLAN & PROFILE		PROJECT NAME: CAUSEWAY PARK IMPROVEMENTS		CLIENT: CITY OF PORT ORANGE	
DMC JOB NO.	17-026-32	PROJECT NO.		C-04	
DRAWN	AR	CAD	C3D	SHEET NO.	C-04
CHECKED	NC	SCALE AS SHOWN	DATE	APPROVED SKP	06-19-2018

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DMC	ENGINEERS • SCIENTISTS
1000 CITY CENTER CR. PORT ORANGE, FL 32129	CITY OF PORT ORANGE 1867 FLORIDA



TIMBER TENDING DOCK CROSS-SECTION - PILING

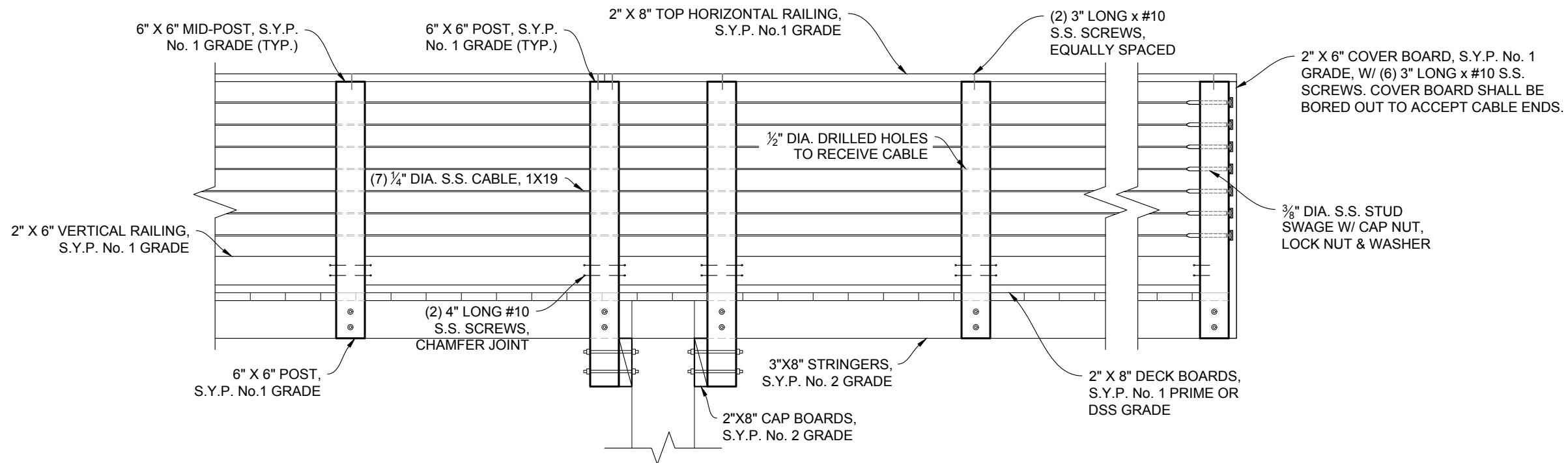
$$1'' = 1'$$


TIMBER TENDING DOCK CROSS-SECTION - NO PILING

$$1'' = 1'$$

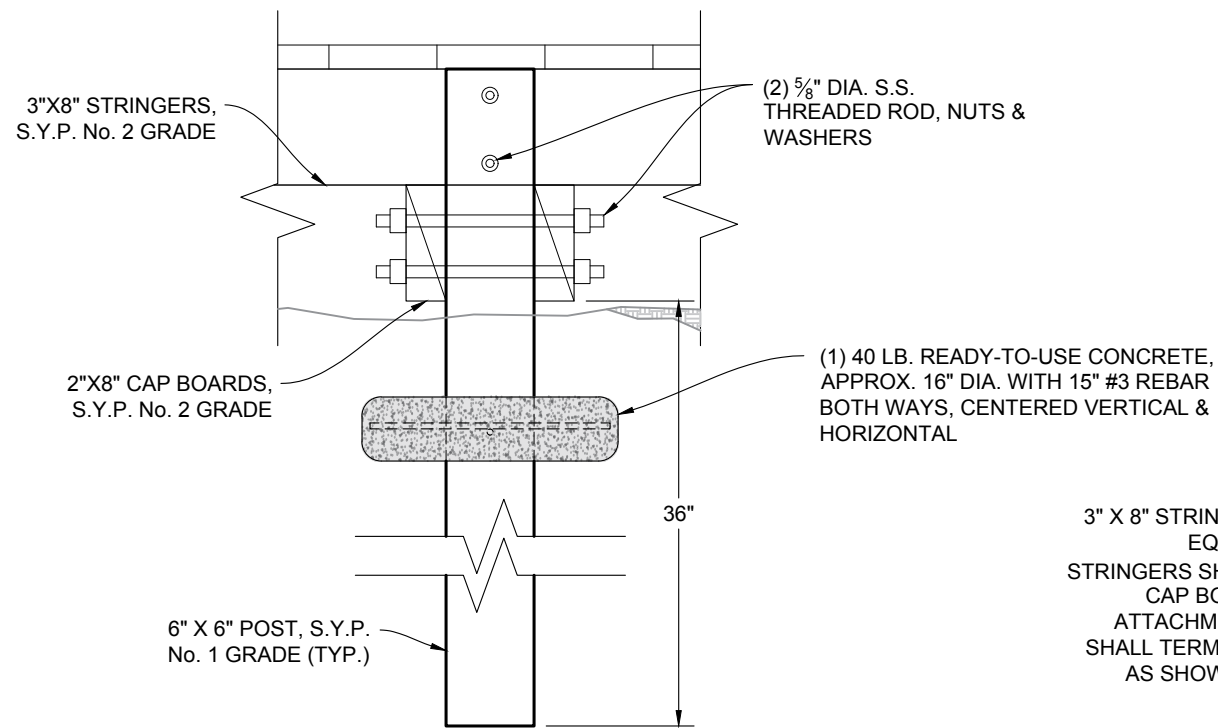
 1000 CITY CENTER CR. PORT ORANGE, FL 32129	Dredging & Marine Consultants DMC ENGINEERS • SCIENTISTS	4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcscs.com	PROJECT NAME:	CAUSEWAY PARK IMPROVEMENTS				DRAWING:	CROSS-SECTIONS					
					DMC JOB NO.	17-026-32								
					DRAWN	AR	CAD	C3D	CHECKED	NC	SCALE	AS SHOWN	SHEET NO.	
			CLIENT:		CITY OF PORT ORANGE				APPROVED	SKP	DATE	06-19-2018	C-05	
Stephen J. Kuhn, P.E. FLORIDA LICENSE No. 67486														

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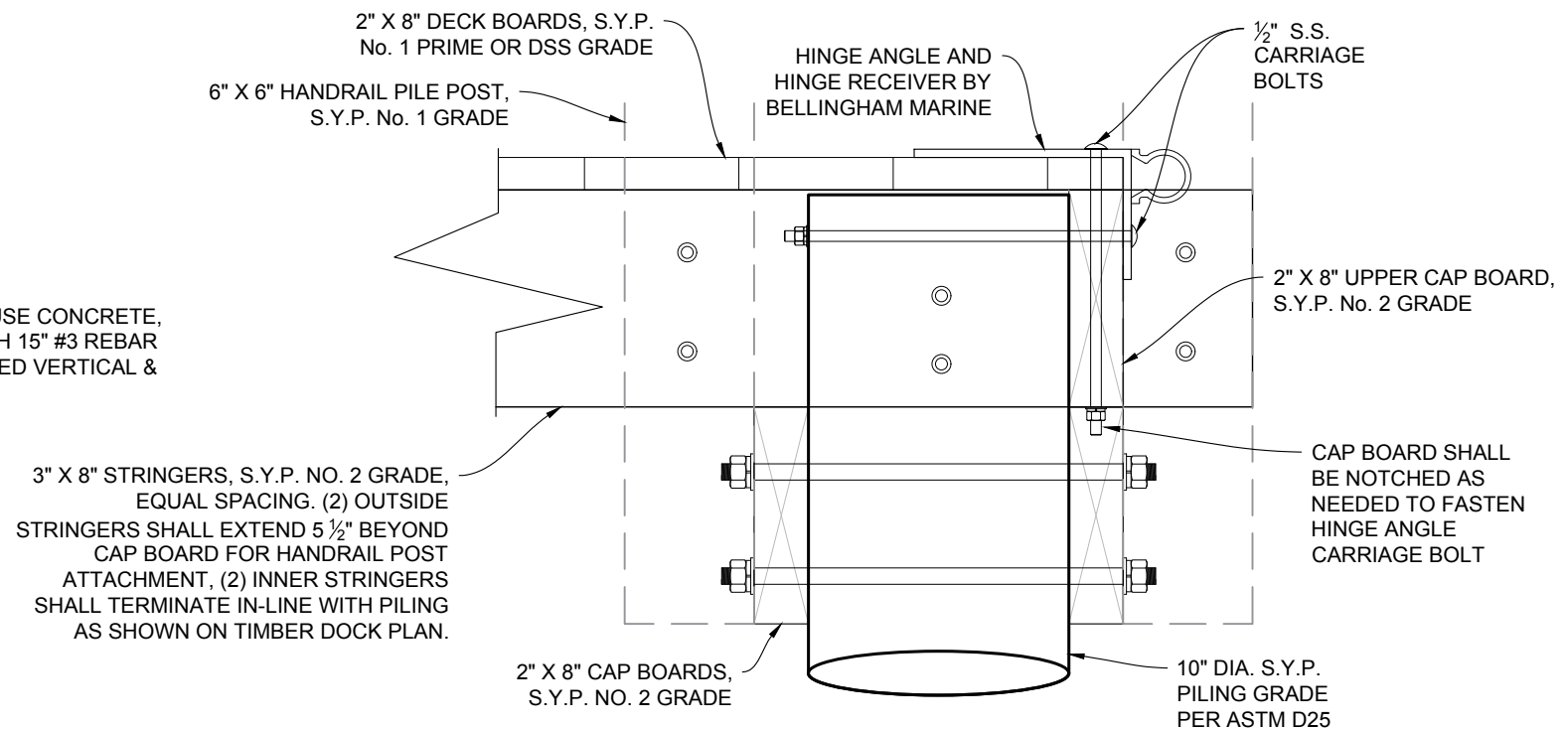
TIMBER TENDING DOCK ELEVATION

1" = 2'



LANDSIDE 6X6 POST DETAIL

1"=1'



TIMBER TENDING DOCK TO GANGWAY CONNECTION

N.T.S.

DRAWING: TIMBER TENDING DOCK DETAILS	DMC JOB NO. 17-026-32		SHEET NO. C-06	
	DRAWN	AR	CAD	C3D
	CHECKED	NC	SCALE AS SHOWN	DATE 06-19-2018
	APPROVED	SKP	DATE	

PROJECT NAME: CAUSEWAY PARK IMPROVEMENTS	CLIENT: CITY OF PORT ORANGE	

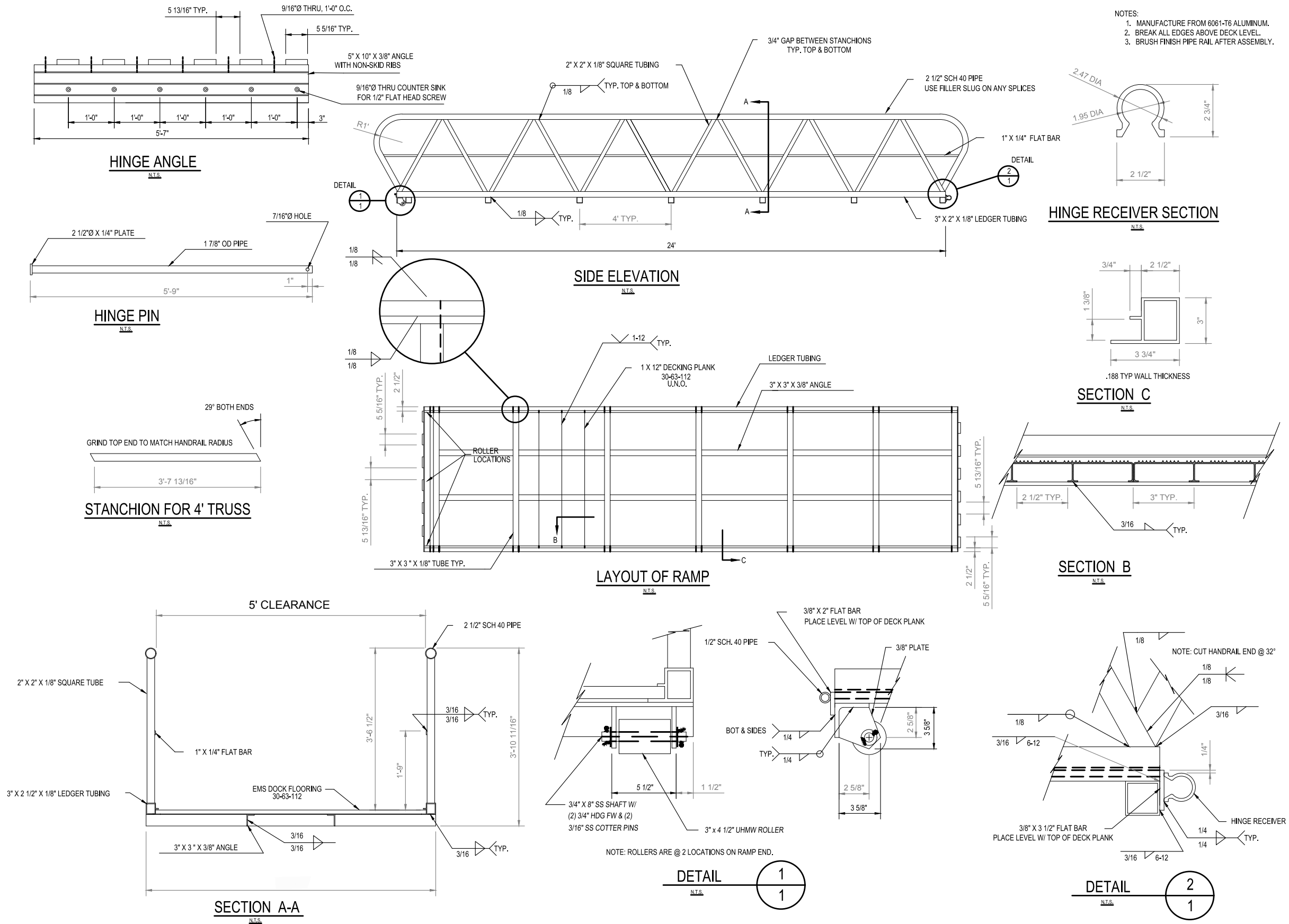
Stephen J. Kuhn, P.E. FLORIDA LICENSE No. 67486	
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DMC
ENGINEERS • SCIENTISTS

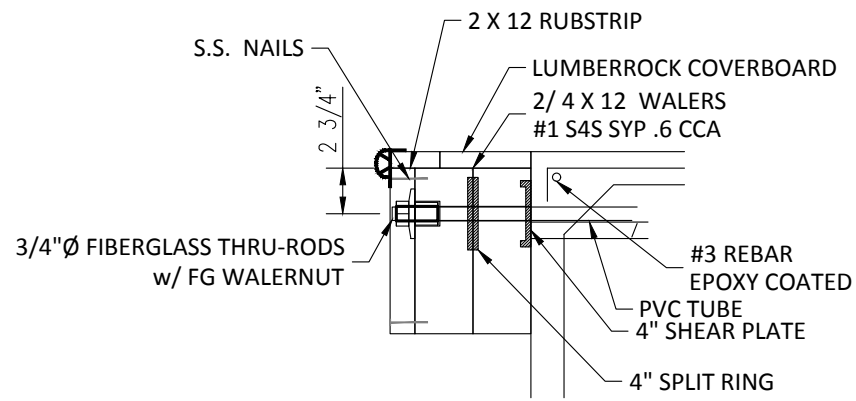
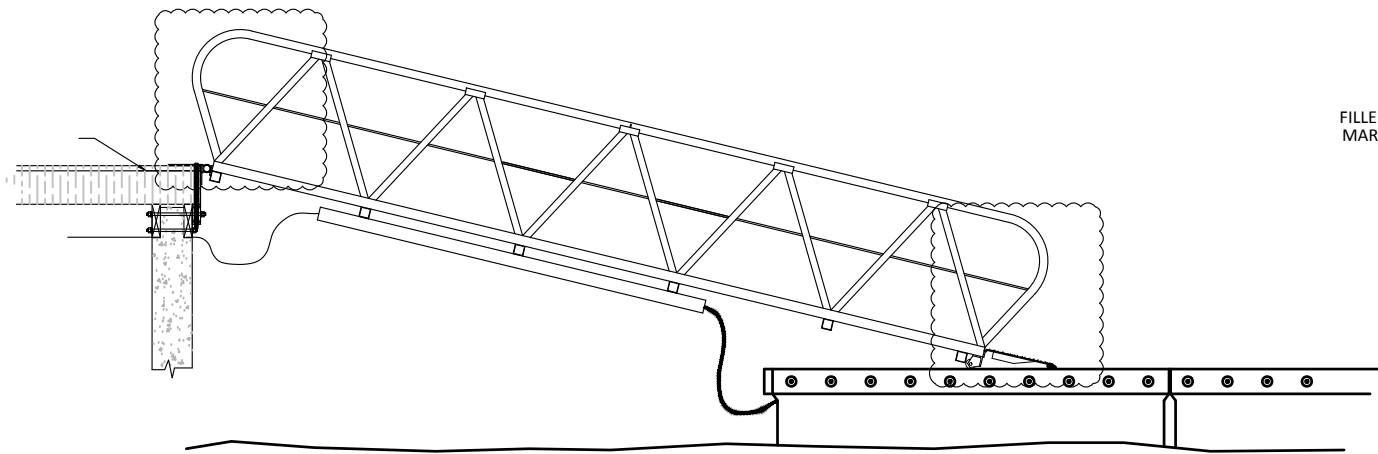
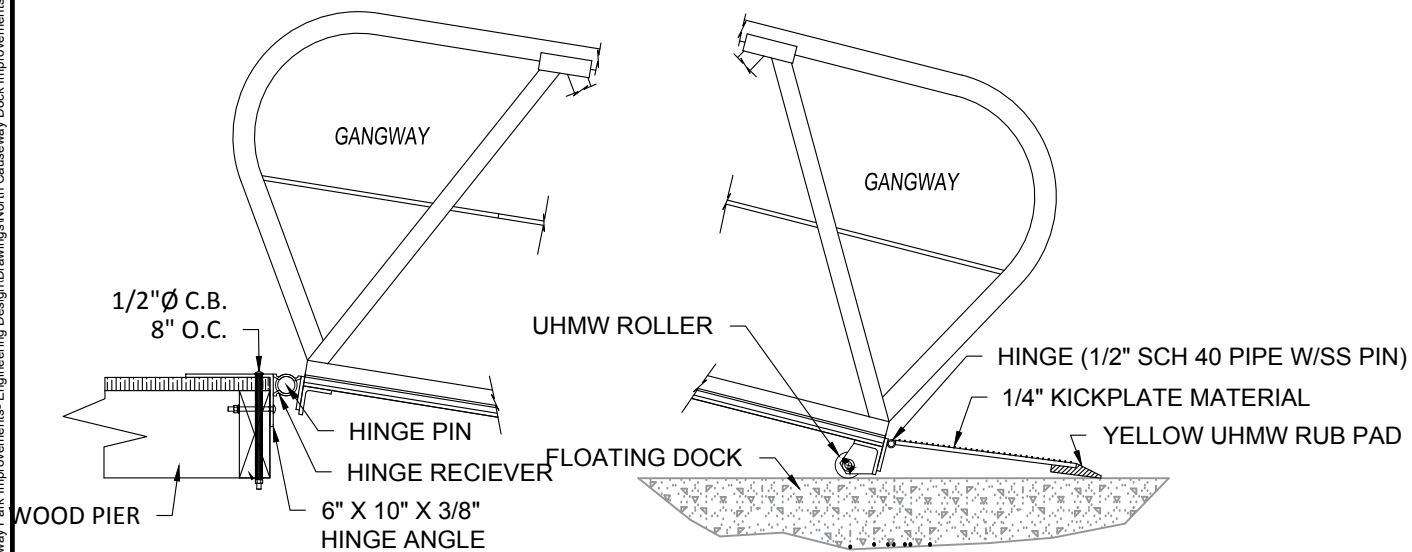
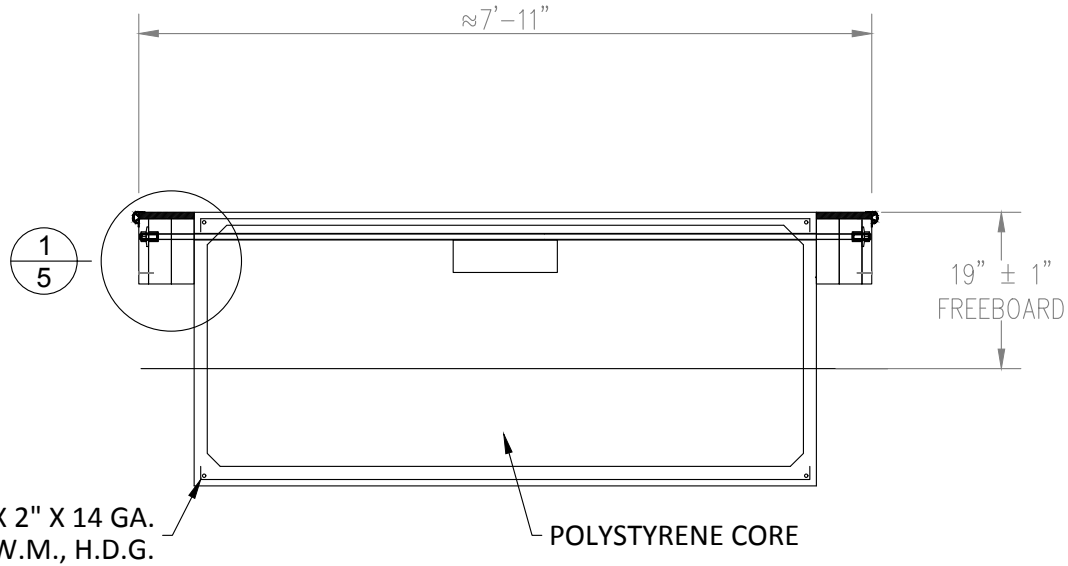
1000 CITY CENTER CR.
PORT ORANGE, FL 32129

CITY OF PORT ORANGE
1867
FLORIDA

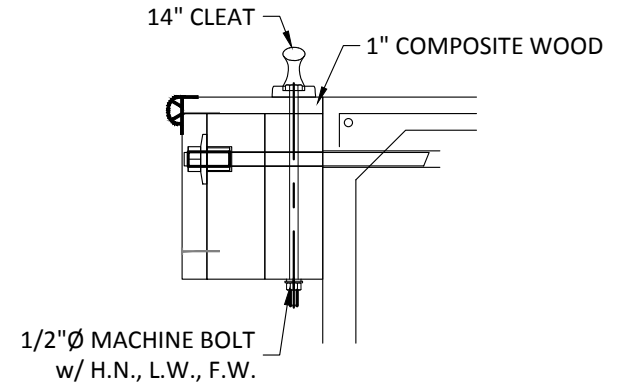


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SYSTEM COMPONENTS BY BELLINGHAM MARINE. THESE
COMPONENTS DEPICTED ARE FOR INFORMATION AND
BIDDING PURPOSES ONLY. SHOP DRAWINGS TO BE
SUBMITTED TO PROJECT ENGINEER AND APPROVED IN
WRITING PRIOR TO ORDERING COMPONENTS.

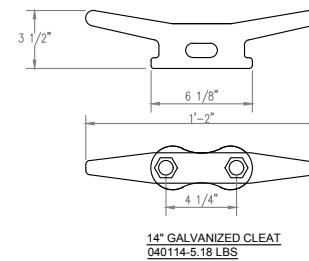
Drawing Name: C:\Users\kdodge\OneDrive\DMC Projects\028 - City of Port Orange\17-026-32 Causeway Park Improvements- Engineering Design\Drawings\North Causeway Dock Improvements.dwg By: KDodge Tab: RAMP FLOATER (2) 8/16/2018



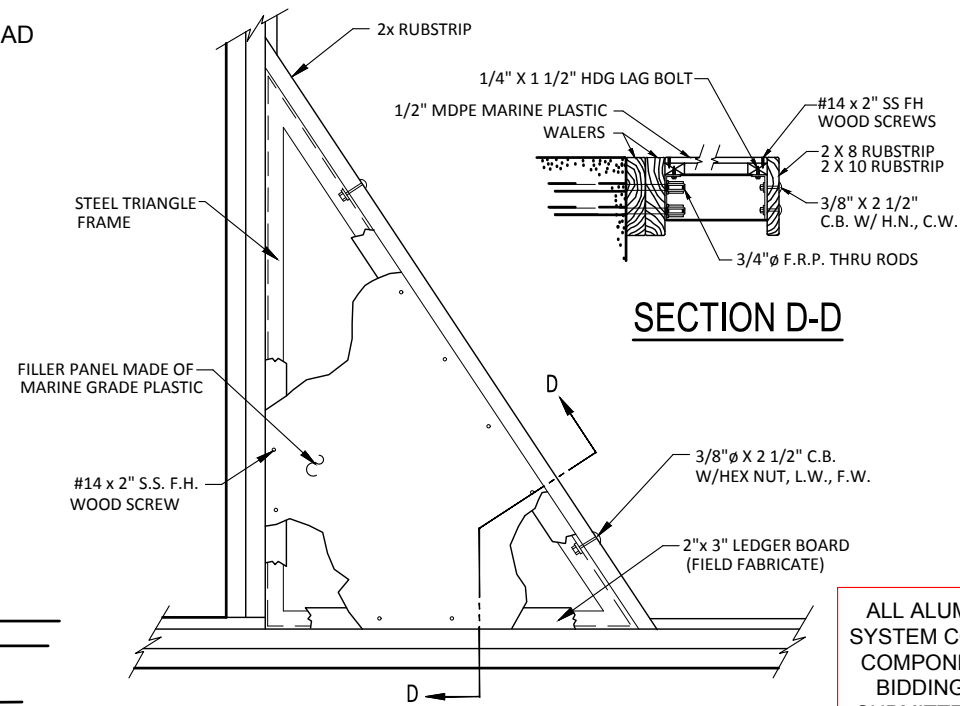
CROSS-SECTION DETAIL



CROSS-SECTION DETAIL



- CLEAT NOTES:
1. CLEATS AE INSTALLED ON INSIDE WALER.
 2. CLEATS AT THE END SHALL BE INBOARD OF THE LAST THRU-ROD.
 3. AVOID LOCATING CLEATS AT FLOAT JOINTS.
 4. CLEATS SHALL BE 6" MIN FROM NEAREST WOOD SPLICE.



ALL ALUMINUM GANGWAY AND CONCRETE FLOATING SYSTEM COMPONENTS BY BELLINGHAM MARINE. THESE COMPONENTS DEPICTED ARE FOR INFORMATION AND BIDDING PURPOSES ONLY. SHOP DRAWINGS TO BE SUBMITTED TO PROJECT ENGINEER AND APPROVED IN WRITING PRIOR TO ORDERING COMPONENTS.

DRAWING: GANGWAY & FLOATING DOCK DETAILS		DMC JOB NO. 17-026-32		SHEET NO. C-08	
PROJECT NAME: CAUSEWAY PARK IMPROVEMENTS		CLIENT: CITY OF PORT ORANGE		APPROVED SKP DATE 06-19-2018	
PROJECT NAME: CAUSEWAY PARK IMPROVEMENTS		CLIENT: CITY OF PORT ORANGE		APPROVED SKP DATE 06-19-2018	
Dredging & Marine Consultants		4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone:(386) 304-6505 Fax:(386) 304-6506 www.dmcsc.com		1000 CITY CENTER CR. PORT ORANGE, FL 32129	
DMC ENGINEERS • SCIENTISTS				CITY OF PORT ORANGE 1867 FLORIDA	

Drawing Name: C:\Users\kdodge\OneDrive\DMC Projects\028 - City of Port Orange\17-026-32 Causeway Park Improvements- Engineering Design\Drawings\North Causeway Dock Improvements.dwg By: KDodge Tab: notes 1 8/16/2018

IMPORTANT NOTES TO BIDDERS:

1. The Contractor shall keep a pile driving log as specified in the plans and may not cut off piles until the Engineer has given approval to do so. The Contractor must provide advanced notification of a request to cut off pilings so that the Engineer may make field observations, if necessary. The Engineer will not make a structure certification if the Contractor does not comply with this requirement. If a vibratory hammer or jetting equipment is used to install pilings, the time needed to hammer and/or jet each piling shall be recorded.
2. The Contractor shall retain all material delivery tickets, material testing reports an cut-sheets/shop drawings for manufactured products for the project and provide copies to the engineer on a weekly basis. The Engineer will not make a structure certification if the Contractor does not comply with this requirement.
3. The Engineer must be under contract with the Owner, Developer or Contractor for construction observations in order to provide certification of the constructed project. The Engineer must be given advanced notice of the critical stages of construction such as initial construction stakeout, first pile driving (timber and concrete), framing timber, initial installment of floating docks, etc. The Engineer will not make a structure certification if the contractor does not comply with this requirement.

GENERAL:

1. All elevations in the project plans are referenced to feet N.A.V.D. 1988, except in-water elevations of river bottom which are referenced to Mean Low Water.
2. Any deviation from these plans, notes or specifications must be approved in writing by the Owner, Owner's Representative or Engineer, or else the deviation will be considered construction non-compliant with the plans and specifications.
3. Any discrepancies amongst the plans, notes, specifications and other bid documents must be resolved in writing by the Owner, Owner's Representative or Engineer prior to continuing the work in question.
4. These plans, notes and specifications, along with the other components of the project bidding documents, constitute the only instructions to bidders/contractors, unless written addenda are issued.
5. All construction, manufacturing, fabrication and testing of materials shall be performed under the guidelines set forth in applicable local, state and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the Engineer for review and approval prior to construction.
6. All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.
7. For the purpose of these specifications. "Project Completion" is defined as completion of an agreed upon list of punchlist items compiled in a planned project walkthrough held at a time the Contractor considers the project to be "Substantially Complete". The Contractor shall notify the owner and engineer at least 48 hours in advance of substantial completion and schedule a mutually agreeable walkthrough.

SHOP DRAWINGS:

Submit any "Shop Drawing" to the Engineer of Record for review and approval , in writing, prior to ordering and before construction. The "Shop Drawings" also includes, but not limited to, mark-up drawings, sketches, cut-sheets, product literature, additional specifications, photographs and letters.
Shop drawings list:

1. Schedule for completion of work with tasks and durations defined.
2. Shipping, stockpile and site administration plan (SSSAP).
3. Maintenance of traffic plan (MOTD) for vehicles and pedestrians, including material deliveries, stockpile area(s), worker's parking and construction equipment.
4. Site-specific safety plan shall be distributed and reviewed with all site workers prior to said workers commencing work on the project site. See "Site Safety" heading.
5. Demolition methods, including existing piles. Strictly prohibit pile cut-offs. Any existing timber structures to be removed shall be disposed of at upland site. No debris or component shall be disposed of in the water.
6. Changes, alternates or other methods different from project plans must be approved, in writing, via "Shop Drawings".
7. After completing the punchlist in the field, the Contractor must submit a itemized punchlist, as-built survey and record drawings for final changes and the Engineer of Record approving in writing.

AS-BUILT SURVEY AND RECORD DRAWINGS:

1. As-built survey and record drawings shall be submitted at the time of the punchlist review and shall be reviewed by the Engineer for completeness and correctness.
2. The record drawings shall be a designated set of drawings maintained on site for the purpose of hand-making all changes and deviations from the original design, no matter how slight. Color markings are preferred.
3. The record drawings shall also contain any and all field changed with respect to location, alignment, height, width, length, depth, materials, products, etc.

DESIGN SPECIFICATIONS:

1. Shore Protection Manual, U.S. Army Corps of Engineers, 1984.
2. U.S.C.O.E. Engineering Manual, Design of Pile Foundations, EM 110-1-2906, 1991.
3. Simplified Design of Structural Wood, Third edition, Harry Parker.
4. Florida Building Code: Accessibility, 2010 Edition.
5. Florida Safety Code, Latest edition.
6. Wind calculations per ASCE 7-10, "Other Standards", Section 29.5, Page 308.
7. Saint Johns River Water Management Permit Specifications.
8. Florida Fire Prevention Code, 5th Edition.

DESIGN LOAD - LL, DL & WIND/LATERAL:

1. Live Load: 60 psf (Boardwalk)
2. Dead Load: 29 psf Total (SYP)
Piles, Railings, Stringers, Cap Boards and Decks.
3. Wind Load: Upper Category 2, Surge 8 Feet, 110 mph, assumed no boats
(including factors, coefficients, figures and tables).

SOIL BORINGS:

1. Structural calculations based on the Geotechnical Report for Structures, dated March 18, 2005 by Nodarse & Associates, Inc.
2. Location: Causeway Park Boat Docks, Port Orange, FL (650 Feet +/- from North Boat Ramp).

MOBILIZATION AND DEMOBILIZATION:

1. It is understood that this project will require work in and over water. Access to near water construction areas is required for material storing, hauling, erection and construction. All facilities, public or private, used for such purposes shall be repaired to their original condition following "Completion" of the project, including grade and topping (sod, tree/vegetation cover, established road, etc.)
2. The Contractor shall present a Shipping, Stockpile and Site Administration Plan (SSSAP) to the Owner, Owner's Representative or Engineer for approval. The plan shall be specific to the project requirements for the particular materials to be delivered to the site, describing delivery points, stockpile areas, temporary debris/trash storage areas, temporary field office (incl. utilities maintained there), fencing, security and a statement of commitment and details for maintaining safety on the site.
3. The Owner, Owner's Representative or Engineer shall have the right to exercise reasonable alterations or additions to the SSSAP.
4. It is the contractor's responsibility to coordinate, and pay for, necessary utilities to occupy the site and perform the work.
5. The Contractor shall not demobilize until project completion.

SITE MAINTENANCE:

1. The Contractor shall maintain a clean and neat site, void of loose debris, trash, remnant parts or materials.
2. Trash receptacles and removal service shall be maintained by the Contractor specifically for this project. Pre-existing trash/debris facilities shall not be used to maintain the project.
3. Temporary debris piles shall be limited in number as much as practical and contained in designated areas until removal. Debris and trash shall not be scattered in areas outside the limited designated areas at anytime.
4. Removal of trash/debris shall be scheduled as appropriate to not allow piles to reach five feet in height or greater than ten feet in diameter. Debris individually larger than these dimensions shall be removed from the site within five working days. Receptacles shall not overflow at any time.
5. Where necessary, the Contractor shall employ a Maintenance of Traffic (MOT) plan for vehicles and pedestrians, including material deliveries, stockpile area(s), worker parking and construction equipment. The plan must be in writing, including sketches or drawings, and must be submitted to the Owner, Owner's Representative or Engineer for review and approval before commencement of any work.
6. The Contractor shall follow all applicable local, state and federal codes regarding site maintenance.

SITE SAFETY:

The Contractor shall prepare and adhere to a Site-Specific Safety Plan.

The contents of the plan are:

1. Identification of potential hazards and injuries pertaining to the specific site and project.
2. Location nearest hospital.
3. Assure availability of at least one working cell phone and one vehicle on site at all times.
4. Emergency contacts within the subcontractor's organization and at the prime contractor's organization.
5. All field personnel wear appropriate safety attire and utilize appropriate personal protection equipment for a given task/operationsuch as safety glasses/googles, masks, shields, gloves, harnesses, hard hats, steel-toed boots,etc.
6. Safety kit available onsite at all times with materials for potential hazards and injuries.
7. The Site-Specific Safety Plan shall be distributed and reviewed with all site workers prior to said workers commencing work on the project site.
8. The Contractor shall follow all applicable local, state, and federal codes regarding site safety.

DEMOLITION, CLEARING AND RESTORATION:

1. Demolition or clearing may require permits. The contractor shall acquire all necessary building permits from the local municipality prior to commencing work.
2. Clearing and removal of vegetation, rocks and debris will be required within the project structure footprint.
3. Demolition or removal of objects, debris, or material specified or obstructing construction shall take place only to the extent necessary.
4. Any permitted demolition or removal from submerged lands or adjacent uplands shall be fully contained within siltation devices such that permit turbidity requirements and state water quality standards are met.
5. The site shall be restored by removing and finishing all evidence of construction including temporary haul roads, vehicle ruts, stockpile areas, shoreline slopes and vegetation, sod and areas subject to project work.

CONSTRUCTION SURVEYING:

1. Stake-out survey of the project is the responsibility of the Contractor. Beginning and end points will be provided by the Owner, Owner's Representative or Engineer either by stakes in the field or in the project drawings.
2. The staked project must be approved by the Engineer prior to commencing construction. The Engineer reserves the right to make alignment changes based on conditions portrayed by the initial stakeout.
3. Methods and frequency of continuing stake-out during construction shall be submitted to the Engineer for approval prior to beginning construction.
4. The Contractor must perform an independent construction record survey (as-built survey) as a check for compliance at the end of the project. The record survey must be signed and sealed by a State of Florida licensed Professional Surveyor. The record survey must be referenced to feet N.A.V.D. 1988.
5. The Prime Contractor is advised that certification of the project elevations and alignment is required by the Engineer for final acceptance of work.

ENVIRONMENTAL AND PERMITS:

1. The U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), regional Water Management District (WMD) and the local city or county may exert jurisdiction over construction of the project. The contractor shall be responsible to understand and comply with all applicable permit conditions imposed by the jurisdictional agencies, if permits are necessary. If not, the Contractor must at least comply with general state water quality standards for siltation and guidelines for encounters with threatened and endangered species, including, but not limited to, the state manatee guidelines.
2. All building and construction-related permits from the local (city or county) or state authorities are the responsibility of the Contractor.
3. National Marine Fisheries Services has special conditions for sea turtles, smalltooth sawfish and manatees. See details.

DRAWING:	GENERAL NOTES			
	DMC JOB NO.	17-026-32		SHEET NO.
PROJECT NAME:	DRAWN	AR	CAD	CSD
	CHECKED	NC	SCALE AS SHOWN	
	APPROVED	SKP	DATE	06-19-2018
	C-09			
PROJECT NAME:		CAUSEWAY PARK IMPROVEMENTS		
CLIENT:		CITY OF PORT ORANGE		
Dredging & Marine Consultants		4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone:(386) 304-6505 Fax:(386) 304-6506 www.dmcas.com		
1000 CITY CENTER CR. PORT ORANGE, FL 32129				
				

TIMBER:

- Southern Yellow Pine (SYP) Lumber:
Decking - SYP No. 1 Prime or DSS Grade
Railings and Posts - SYP No. 1 Grade
Stringers and Cap Boards - SYP No. 2 Grade
Southern Pine Treated Round Timber:
Pile grade in accordance with ASTM D25.
- All ramps established within the wooden dock sections should be established to ADA requirements. Slopes must not exceed 1:12 (V:H) and handrails must be established on both sides of the ramp according to the typical section found in plans. Transition of the wooden access ramps should be flush with the deck and a minimum clearance of 36" of space should be between handrails.
- All stringers, pile cap boards or other timber components not within the walkways shall be SYP No. 2 Grade.
- Treatment of timber shall be as follows: Handrails and decking -0.25 PCF CCA (Copper Chromium Arsenate), stringers, pile cap boards and other components except pilings -0.6 CCA, pilings/posts -2.5 CCA. If required by the owner or local agency, treatment shall be equivalent levels of ACQ (Alkaline Copper Quaternary). Refer to timber supplier for equivalent ACQ levels of protection.
- All timber, lumber and pilings shall be marine grade and identified by the grade and treatment mark of a recognized organization or independent agency certified by the American Lumber Standards Committee.
- Decking shall be placed with 1/4 inch gaps between boards.
- One layer of roofing felt shall be placed between deck (each one) and stringers.
- All boards for decking shall be installed crown down.

PILINGS:

- The minimum tip elevations are based on the penetration required to establish lateral stability of the foundation.
- The minimum tip elevations are based on preventing the piles from tipping just above any soft silt or clay layers indicated in the boring logs.
- No jetting of piles. Contractor shall coordinate with the engineer of record to obtain written approval prior to jetting.
- Twin jetting or multiple jetting with manifold to maximum length.
- Due to soil variabilities in borings, blow counts for each piling driven shall be recorded and verified by the engineer of record. If a vibratory hammer or jetting equipment is used to install pilings, the time needed to hammer and/or jet each piling shall be recorded.
- The pilings shall be of the size and length shown in the plans.
- All pilings shall be setted full length with top elevation as shown in plans. Cut-offs are not allowed except for minimal required (max. 6") to remove tops damaged by the pile-driver.
- The pile-setting equipment used must be of proper size, set-up and maintenance as to not cause excessive damage to pilings. Damaged piles must be removed, discarded and replaced at the contractor's expense. The contractor shall provide information regarded the model and operating specifications if the pile-driving equipment to be used on the job for approval by the engineer prior to commencing pile-driving.
- If solid rock, debris or refusal is encountered prior to achieving the minimum penetration, then the strata shall be tool-punched at least two feet into the strata. A minimum of 2/3 of the total embedment requirement must be achieved. No additional payment will be made for pile driving where this work is required.
- For whatever reason, if piling cut-off is requested, the piling must remain "in place-as is" and the engineer must be given 72 hours advanced notice to make observations and recommendations.
- Contractor shall keep a pile driving log on the site at all times which shall include the following information: date, time, weather conditions, equipment used, pile location designation, blows per foot over entire driving sequence, total length of pile (after driving and cut-off, if cut-off allowed), amount of jetting or punching (if requested and approved), unusual pile behavior, damage and re-driving. This log shall be available to the Engineer or Owner's Representative at any time during the job. Updated copies of log pages shall be provided to the Engineer at least weekly throughout the project. If a vibratory hammer or jetting equipment is used to install pilings, the time needed to hammer and/or jet each piling shall be recorded.
- Proper care shall be taken for aligning piles. Rail post are to be centered on piles.

BOLTS & SCREWS:

- All fasteners, including nails, screws, threaded rods, bolts, nuts, washers, plates, lags, etc. shall be grade 316 stainless steel (SS). Washers used with single-bolted or double bolted connections (for example: stringer to piling connection, cap board connections or cross-bracing) shall be minimum 3-inch diameter "dock washers". Standard Washers for Splice Block and Railings.
- Bolts shall extend fully through the nuts but not extend beyond the nut more than ½ inch.
- Stainless Steel (SS) screws as shown in plans.

HURRICANE STRAP:

- Simpson Strong Tie Twist Straps (hurricane straps), Stainless Steel.
- Fourteen (14) total screws, half stringers and half cap boards. Screws shall be Simpson Strong Tie SD#8 x 1 ½" S.S. screws.

FLOATING DOCKS:

- The gangways may, or may not be, provided by the floating dock manufacturer, at the manufacturer's and/or contractor's preference. Gangway ramps shall be of length and width shown on the plans. Gangway ramps shall be constructed of Aluminum Alloy 6061-T6 and designed to carry its own dead load plus a live load of 50 pounds per square foot (psf). Gangway handrails shall be 42 inches in height and designed for 50 pounds per linear foot (plf) applied horizontally along the top rail and a point load of 200 pounds applied on the top rail mid-way between posts. The decking shall be a non-skid surface to prevent slippage when wet at maximum angle. The deck material shall be aluminum planking unless otherwise directed by the owner/developer. Gangway hardware shall be aluinum or stainless steel. The fixed hinge shall be at the top of the ramp and shall freely rotate over the entire range of design water level fluctuations.
- Piling design (number, size, length, shape and type) has been performed by the project engineer. Where pilings are shown in plans, the floating dock manufacture shall provide HDG four-roller pile guides with UHMW rollers and stainless steel roller pins. Other pile guide hardware and metal sections required shall be hot-dip galvanized. The pile guides shall have 3" inches of clearance from the piling to each roller.
- The Floating Dock System shall be compromised of the following basic components:
 - Individual float units with main pier, when attached, forming a continuous walkway surface of the material and finish desired by the City.
 - Aluminum gangway onto the float of the size and at locations shown in the plans.
 - Pilings and pile guides, which shall be the primary support of the floating dock system.
 - Industry standard "D" shaped bumpers to surround the entire floating dock.
 - Transition plates as detailed in plans.
- Contractor is responsible for ensuring that the floating dock system properly functions and that no debris hinders its functionality. If debris is located within the footprint of the floating system then the contractor must remove the hindrances in order to allow proper function.
- The method and material type of floatation, deck system, and connection between floatation units shall be clearly described in detailed shop drawings for review by the owner and owner's representatives. For the purposes of this project, the floating dock shall be of concrete composition. System hardware shall be HDG or stainless steel, roller pins shall be stainless steel.

The environmental forces and criteria for the floating docks design shall be as follows:

- Wind Speed - 110 mph (assumed no boats)
 - Wave Height - 2.5 feet
 - Surge - Upper Category 2, 8 feet surge
 - Vessel Impact - 30-foot power boat at 1.5 knots
 - Live Load (LL) - 50 pounds per square foot (psf)
 - Dock freeboard (no load/dead load) - 19" +/- 1"
 - Dock Freeboard (DL+LL) - 9" minimum
- Pre-stressed FDOT Marine Grade 12" square concrete piles to be 45 linear feet, top elevation of +10.8 N.A.V.D. 1988.
 - The contractor shall provide and properly install industrial aluminum cleats on the floating concrete system as located on the plans.
 - White square vinyl caps shall be properly placed and secured on all newly installed concrete piles. This cost should be incorporated into the cost of the floating dock.

PRE-STRESSED CONCRETE PILES:

Pre-Stressed FDOT Marine Grade piles must have strict occurence of:

- Fabricated at a plant that is currently on the listing of FDOT Production Facility.
- F'c = 6,000 psi.
- w/c ≤ 0.40.
- (8) - ½" dia. strands (min.).
- 3" min. clear cover.

SIGNS:

Signs by Florida Fish and Wildlife Conservation Commission (FWC). titled, "Guidelines for Posting Uniform Waterway Markers in Florida's Waterways", March 2008.

INSPECTION COORDINATION:

- The Engineer will be conducting routine observations and observations at critical stages of construction. A minimum of 72 hours notice shall be given to the Engineer prior to commencing the critical stages of construction. In general, critical stages are the initial work on the major structure components. Examples of critical stages of construction are: completion of construction stakeout, initial sheet piling installation, framing, concrete forming and rebar placement prior to casting concrete, first section of concrete casting and finishing, first section of backfilling and compaction, etc.
- The local city or county may perform their own construction observations in addition to the Engineer. No observers other than the Engineer or his/her designated representative shall have the authority to determine compliance with plans and specifications.
- Other observers may relay information to the Engineer, but it will be the Contractor's ultimate responsibility to maintain contact and resolve disputes, questions, field changes, payment requests, etc. directly with the Owner, Owner's Representative or Engineer.

DRAWING: GENERAL NOTES	DMC JOB NO.	17-026-32				SHEET NO.	C-10	
	DRAWN	AR	CAD	CSD	CAD	CSD	CHECKED	NC
PROJECT NAME: CAUSEWAY PARK IMPROVEMENTS		CLIENT: CITY OF PORT ORANGE		Stephen J. Kuhn, P.E. FLORIDA LICENSE No. 67486				
Dredging & Marine Consultants 4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone:(386) 304-6505 Fax:(386) 304-6506 www.dmcsc.com								
 1000 CITY CENTER CR. PORT ORANGE, FL 32129								

Drawing Name: C:\Users\kdodge\Drawings\North Causeway Dock Improvements.dwg By: KDodge Tab: env conditions 8/16/2018

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
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1000 CITY CENTER CR.
PORT ORANGE, FL
32129



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www.dmcas.com

Stephen J. Kuhn, P.E.
FLORIDA LICENSE No. 67486

CLIENT:

CITY OF PORT ORANGE

PROJECT NAME:

CAUSEWAY PARK
IMPROVEMENTS

DRAWING:

ENVIRONMENTAL NOTES

DMC JOB NO.

17-026-32

DRAWN

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CAD

DATE

SCALE AS SHOWN

06-19-2018

SHEET NO.

C-11



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. # 2

August 29, 2018

ITB #18-27 CAUSEWAY PARK NORTH BOAT RAMP

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated 08-6-18 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. What is the project budget?

Answer: \$400,000.

2. Are we required to bid on both alternates?

Answer: Yes. Only one alternate will be selected but bid packages must include both alternates. Any package without both alternates will be rejected as unresponsive.

3. Will the Contractor be required to pull a City of Port Orange Building Permit?

Answer: Per Section Six (6) Under Permits and Fees- Contractor is responsible for all City, County, State and Federal Permits associated with the work.

4. If a City Building Permit is required, is there a published fee schedule based on the value of the contract?

Answer: A City Building Permit will be required. Below is current fee schedule the proposed \$400,000 Causeway Park North Boat Ramp. Any electrical work would require a separate building and additional cost. Attached to this addendum is the building permit fee resolution with the schedule for all types of building permits.

Building Permit		
Archive Fee (for each permit)	\$5.00	
Florida Surcharge Fee (Permit fee \$133.48 and less)	\$4.00	
Florida Surcharge Fee (Permit fee \$133.49 and more)	3% of Permit Fee	
Application Fee (DUE AT SUBMITTAL)	\$100.00 Residential	\$200.00 Commercial
Building Permit	Permit Processing Fee	0.35% of construction value
	Inspection Fee	0.40% of construction value
	Plan Review	0.20% of construction value
	Minimum Permit Fee	\$50.00

5. There are existing vinyl or composite sheet piles installed in the upland portion of the job site, adjacent to the concrete boat ramp and under the existing timber dock. Will the Contractor be required to remove or cut off the sheet piles, or can they remain in place if they do not interfere with new construction?

Answer: Neither alternate structure should conflict with the existing vinyl sheet pile at the site. However, if the sheet pile is found to conflict, the contractor will notify the engineer and request instructions on resolving the problem.

6. Section 6 of the special conditions states the "Contractor is responsible for all City, County, State, and Federal permits associated with the work". Please consult with the Engineer and clarify what State or Federal permits may be required – FDEP or ACOE?

Answer: Permits may be required from FDEP and the ACOE. Applications have been submitted to both agencies, but responses from the agencies are pending.

7. Has the City or Engineer investigated what the effort will be (documents, timing) to secure any necessary State or Federal permits? Normally the Owner must apply with the Engineer's support.

Answer: Please refer to the response to Question 6; applications for state (FDEP) and federal (ACOE) permits are pending response.

8. When does the City expect work to begin?

Answer: This is not time sensitive so when we have a pre-construction meeting we will see what the lead times are for materials and the schedule of the state doing bridge work and set a notice to proceed date.

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

END OF ADDENDUM NO. # 2

RESOLUTION NO. 13-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING REVISED BUILDING PERMIT AND BUILDING PERMIT RELATED FEES; ESTABLISHING MINIMUM AND MAXIMUM FEES; ESTABLISHING PERMIT FEES FOR NEW BUILDINGS AND ADDITIONS; ESTABLISHING FEES FOR ELECTRICAL WORK; ESTABLISHING FEES FOR GAS WORK; ESTABLISHING FEES FOR MECHANICAL WORK; ESTABLISHING FEES FOR PLUMBING WORK; MISCELLANEOUS PERMITS AND SERVICES; ESTABLISHING FEES FOR UNSPECIFIED WORK; ESTABLISHING EARLY START FEES FOR WORK UNDERTAKEN PRIOR TO ISSUANCE OF A BUILDING PERMIT; ESTABLISHING APPLICATION FEES; ESTABLISHING TEMPORARY USE PERMIT FEES; ESTABLISHING PLAN RESUBMITTAL REVIEW FEES; ESTABLISHING PLAN REVIEW FEES; ESTABLISHING PLAN MODIFICATION FEES; ESTABLISHING MASTER FILE-RELATED FEES; ESTABLISHING FEES FOR NON-ROUTINE INSPECTIONS; ESTABLISHING FEES FOR CLOSEOUT OF EXPIRED PERMITS; ESTABLISHING PERMIT RENEWAL FEES; ESTABLISHING PERMIT REPLACEMENT FEES; ESTABLISHING PERMIT FEE REFUND SCHEDULE; ESTABLISHING FEES FOR FIRE DEPARTMENT; SUPERSEDING PRIOR RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.222, Florida Statutes (2010), authorizes the governing body of a municipality to provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of the provisions of the municipal building code; and

WHEREAS, Article III of Chapter 14 of the Code of Ordinances, City of Port Orange, Florida, provides for the establishment of building and related permit fees by resolution of the City Council; and

WHEREAS, the City of Port Orange Building Official has reviewed and recommended approval of the fees proposed in this resolution; and

WHEREAS, the City Council has determined that the fees established in this resolution are necessary to defray the costs of inspections and enforcement of the City's building code, and are adequate in allocating the costs of processing applications, reviewing plans, and providing inspection services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1: Pursuant to Article III of Chapter 14 of the Code of Ordinances, City of Port Orange, Florida (hereinafter the "Code of Ordinances"), the following fees are established as minimum and maximum amounts for any building or building related permit or service:

Minimum fee \$ 50.00 unless otherwise specified in this resolution

Maximum fee No limit unless otherwise specified in this resolution

Section 2: Pursuant to Section 14-47 of the Code of Ordinances, building permit fees shall be as noted herein unless specifically provided for otherwise by Resolution.

- (a) Fees for new construction or additions shall be based on an estimated value of construction using the most current edition of Building Valuation Data published by International Code Council, Inc. or as otherwise specifically provided by this Resolution. (Applicable copy of *Building Valuation Data* shall be available for inspection and review at all times in the building department or it can be viewed online at <http://www.iccsafe.org/cs/Pages/BVD.aspx>.) Fees for work not specifically covered by this Resolution shall be based on a reasonable cost estimate for work that includes labor and material. In those instances in which the

Building Valuation Data for any individual commercial structure or the total value of all structures in a unified project exceeds three million dollars (\$3,000,000.00), the Building Official may consider a verified construction contract, when calculating the value of construction. The contractor shall provide such verification as the Building Official may require, including the written contract between the contractor and owner, construction loan documents, reasonable cost estimate for the work prepared and signed by another qualified contractor and affidavits of the contract parties. The Building Official shall be authorized to determine the valuation based on the above referenced data, which shall be maintained as justification for the decision. The Building Official's written determination of the valuation shall be reviewed and signed by the Administrative Official.

Building permit fees shall be calculated as follows:

0.20% of the estimated value of construction shall be charged for plan review.

0.35% of the estimated value of construction shall be charged for permit processing and administration.

0.40% of the estimated value of construction shall be charged for Inspections.

- (b) All areas under roof according to type of construction and occupancy classification shall be used to estimate a value of construction when such value is based on the Building Valuation Data published by International Code Council, Inc.

- (c) All accessory structures shall fall under the Utility Occupancy listing in Building Valuation Data for purposes of estimating a value of construction. Fees for tenant build-outs in shell buildings shall be calculated at the greater of an estimated value of construction using 20% of the listing in Building Valuation Data that is relevant to occupancy and type of construction or the percentage of the applicant's estimated cost as set forth in Section 2(a) of this Resolution, whichever is greater, unless noted otherwise in this Resolution or determined otherwise by the Building Official.

The applicant may provide contract documents showing the actual value of construction. Building Official shall at his/her sole discretion consider the applicant's documents for determining value of proposed construction.

- (d) For those types of structures which are not covered by the Building Valuation Data published by the International Code Council, Inc., valuations shall be based on either the average cost per square foot as listed below, or, if not listed, shall be based on the contractor's cost estimate subject to subsection (e).

Type of Structure	Average Cost per Square Foot
Aluminum Carport	\$10.00
Aluminum Screen Room/Porch	\$15.00
Aluminum Pool Enclosure	\$8.00
Aluminum Vinyl Room	\$18.00
Concrete Slab (Driveway, Sidewalk,	\$6.50

Patio) or Uncovered Wood Deck	
Roof (Shingle or Shakes)	\$200.00 per Square (100 Sq. Ft.)
Roof (Metal)	\$300.00 per Square (100 Sq. Ft.)
Roof (Tile)	\$400.00 per Square (100 Sq. Ft.)
Roof (Built-up or Other Types Not Noted Herein)	\$350.00 per Square (100 Sq. Ft.)
Swimming Pool (Above Ground)	\$10.00 per Square Foot of Water Surface Area
Swimming Pool (In Ground)	\$35.00 per Square Foot of Water Surface Area
Utility Shed	\$5.00

- (e) In those instances in which valuation is based on the contractor's estimate, the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the valuation based on value of construction of the proposed work.

Section 3: Pursuant to Section 14-47 of the Code of Ordinances, the following permit fees are established for electrical work.

Minimum Permit Fee:	Residential	\$50.00
	Commercial	\$90.00

(a) Fees shall be based on the following schedule to the extent listed.

Type of Work	Fee
Mobile Home or Recreational Vehicle	\$50.00 per Unit
New Service	
Single Phase	\$0.75 per Ampere
3-Phase (240 Volts or Less)	\$1.00 per Ampere
3-Phase (Greater than 240 Volts)	\$1.50 per Ampere
Swimming Pool (Residential)	\$75.00
Swimming Pool (Commercial)	\$200.00
Temporary Power Poles	
First Pole	Included with building permit for new building and/or structure.
Additional Poles	
Residential	\$60.00
Commercial	\$100.00
Upgrade of Service	Same fee schedule as new service, but only the increased amperage from the original service is to be included.

(b) Low-voltage wiring and other kinds of electrical work not listed above shall be assessed a fee based on the value of construction schedule set forth in subsection 2(a) of this resolution. The valuation shall be the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official shall determine, in his or her sole discretion, the value of construction of the proposed work.

- (c) For pre-power inspections the following fees shall be added to the electrical permit fee.

- **Mandatory Pre-Power** (Power prior to the final) All New Residential structures, New Commercial structures, Commercial Addition/Alterations, Residential Addition/Alterations, and/or any project requiring a change of service, new service, or upgrade of existing service. (For the pre-power inspection the electrical system shall be completed with all devices installed or safely terminated and blanked off) *Pre-power will require a pre-power agreement signed by the Contractor, Electrical Sub-contractor, and the Owner.*

Pre-power fees:

Type of Structure	Fee
Single-Family or Two-Family Dwelling	\$50.00
Commercial (or residential buildings other than single family or 2-family dwellings.)	\$125.00

Section 4: Pursuant to Section 14-47 of the Code of Ordinances, the following permit fees are established for the installation of fuel gas piping systems and utilization equipment.

Minimum Permit Fee:	Residential	\$ 50.00
	Commercial	\$ 90.00

- (a) Fees shall be based on the following to the extent listed.

Type of Work	Fee
Installation of Appliance or Outlet	\$6.00 per Appliance or Outlet
Installation of Gas Tank	\$50.00 per Tank

- (b) Other kinds of gas work not listed above shall be assessed a fee based on the value of construction schedule referenced in Section 2(a) of this resolution. The valuation shall be based on the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official shall determine, in his or her sole discretion, the value of construction of the proposed work.

Section 5: Pursuant to Section 14-47 of the Code of Ordinances, the following permit fees are established for mechanical work.

Minimum Permit Fee:	Residential	\$50.00
	Commercial	\$90.00

- (a) Fees shall be based on the following where applicable:

Type of Work	Fee
Installation of New Systems (Includes ducts and ancillary components or equipment.)	
0 to 3 tons	\$75.00
Above 3 tons to 10 tons	\$75.00 plus \$12.00 per ton above 3 tons.
Above 10 tons to 25 tons	\$159.00 plus \$10.00 per ton above 10 tons.
Above 25 tons to 50 tons	\$309.00 plus \$6.50 per ton above 25 tons.
Above 50 tons	\$471.50 plus \$5.50 per ton above 50 tons.
Replacement of equipment (No change to duct system.)	\$5.00 per ton.

- (b) Other kinds of mechanical work not listed above shall be assessed a fee based on the value of construction schedule set forth in subsection 2(a) of this resolution. The valuation shall be based on the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 6: Pursuant to Section 14-47 of the Code of Ordinances, the following permit fees are established for plumbing work.

Minimum Permit Fee:	Residential	\$50.00
	Commercial	\$90.00

- (a) Fees shall be based on the following to the extent listed.

Type of Work	Fee
Individual fixture or appliance connection to water or sewer system.	\$6.00 per fixture or appliance
Mobile Home, RV, or Modular Building	
First sewer lateral	\$12.00
Additional sewer laterals	\$8.00 per lateral

- (b) Other kinds of plumbing work not listed above shall be assessed a fee based on the value of construction schedule set forth in subsection 2(a) of this resolution. The valuation shall be based on the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the

contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 7: Pursuant to Section 14-47 of the Code of Ordinances, the following fees are established for miscellaneous permits and services not otherwise covered in this resolution.

(a) Fees shall be based on the following to the extent listed.

Type of Permit or Service	Fee
Archive Fee (defray cost of record retention)	\$5.00 per permit
*Application Fee – Residential (new or addition)	\$100.00
**Application Fee – Commercial (new or addition)	\$200.00
Demolition (or partial removal of building or structure)	\$0.15 per square foot of structure footprint under roof.
Duplicate Placard	\$10.00 per placard
Inspections of existing buildings. (Residential or commercial.)	\$45.00 (for each type of inspection)
Fence Permits (Residential)	\$30.00 plus \$0.10 per lineal foot over 100 feet
Fuel Tanks or Pumps	\$50.00 per tank or pump
Mobile/Manufactured Home or Modular Building Set-up	\$350.00 per unit
Moving (House)	\$300.00 per house
Moving (Other Structure)	\$465.00 per structure
Roof/Re-Roof Permit	\$125.00 or \$ 4.00 per square, whichever is greater
Temporary tents	\$65.00

*Residential application fee shall be applied to new homes or additions.

The application fee is non-refundable and is due at time of application submittal.

****Commercial application fees shall be applied to new commercial buildings, additions and tenant build-outs. The application fee is non-refundable and is due at time of application submittal.**

- (b) Other kinds of miscellaneous permits and services, which by ordinance may be the subject of a separate fee and not listed above, shall be assessed a fee based on the value of construction schedule referenced in Section 2(a) of this resolution. The valuation shall be based on the contractor's estimate; provided, however, that the contractor shall provide such verification as the Building Official may require, such as the written contract between the contractor and owner. If the contractor fails to provide such verification, the Building Official may, in his or her sole discretion, determine the value of construction of the proposed work.

Section 8: Pursuant to Paragraph 14-47(c)(8) of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for **early start permits** prior to issuance of a building permit. **(These fees shall be paid at the time of application submittal.)**

Type of Structure	Fee
Single-Family or Two-Family Dwelling	\$100.00
Commercial (or residential buildings other than single-family or 2-family dwellings.)	\$200.00

Section 9: Pursuant to Paragraph 14-47(c)(8) of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for temporary use permits for commercial buildings.

Time Period	Fee
First 30 days	\$200.00
Each additional day beyond 30	\$50.00 per day

Section 10: Pursuant to Section 14-48 of the Code of Ordinances, City of Port Orange, Florida, the following **penalty fees** are established *in addition to the applicable permit fee*, for any work commenced prior to issuance of a permit. **(These fees shall be paid at the time of application submittal.)**

Commencement Period	Fee
Before submittal of permit application.	\$500.00 or double the applicable permit fee whichever is greater.
After submittal of permit application but before permit is issued.	\$300.00 or the applicable permit fee whichever is greater.

Section 11: Pursuant to Section 14-49 of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for plan resubmittal: 0.01% of the value of construction, or \$50.00 minimum, whichever is greater, for each re-submittal. **(This fee shall be paid at the time of resubmittal)**

Section 12: Pursuant to Section 14-49 of the Code of Ordinances, City of Port Orange, Florida, fee for **review of plan modifications** that require more than one-half hour processing time, shall be the greater of: **\$50.00 for one & two family dwelling, \$100.00 for multi-family and commercial;** or, 10% of original plan review fee. A fee of

(RES. NO. 13-30)

\$25.00 shall be charged for plan modifications that require one-half hour or less processing time. **(Plan modification fee shall be paid prior to plan modifications being returned to applicant.)**

Section 13: Pursuant to Section 14-49 of the Code of Ordinances, City of Port Orange, Florida, the following plan submittal/review fees are established for the review and establishment of master files. **(These fees shall be paid at the time of application.)**

Type of Structure or Component	Fee
Single-Family or Two-Family Dwelling	\$100.00 per model
Accessory Structures and/or Building Components (Includes among others, garages, sheds, swimming pools, doors, and shutters.)	\$50.00 per structure or component.

Section 14: Pursuant to Section 14-50 of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for non-routine inspections.

(a) For after-hours inspections:

Time of Inspection	Fee
Before 7:00 a.m. or after 3:30 p.m. on weekday, Saturday, Sunday or Holiday	\$80.00 per hour, with a minimum of 2 hours.
Saturday, Sunday or Holiday	\$80.00 per hour, with a minimum of 4 hours.

(These fees shall be paid at the time of scheduling the after-hours inspections.)

(b) For reinspections:

Reinspection Sequence	Fee
First Reinspection	\$50.00
Second Reinspection	\$100.00
Third or Subsequent Reinspection	\$200.00 (Third or subsequent inspection for same code violation or noncompliance shall be charged a penalty fee equal to 4 times the applicable inspection fee in accordance to Section 553.80 of the Florida Statutes).

Section 15: Pursuant to Section 14-51 of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for closeout of expired permits.

Type of Building or Structure	Fee
Building or Addition	\$250.00
Pool (In-Ground)	\$120.00
Other Work or Improvement	\$50.00

Section 16: Pursuant to Section 14-52 of the Code of Ordinances, City of Port Orange, Florida, the following fee is established for permit renewals.

Permit Renewal (90 day extension prior to expiration).	\$50.00
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Fees:

Renewal before expiration	\$50
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Renew expired permit less than 180 days with permit fees based on stage of construction.

100% no inspections

60% plumbing and foundation

50% lintel, pool deck, dry in flashing and mobile home setup

40% framing inspection completed and approved

20% all inspections except final

Renew Expired permit more than 180 days shall be required to be reissued with a new application and will be subject to all current codes and fees with no credit being given for permit fes paid before.

Permit processing fee	0.35% of construction value
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Inspection Fee	0.40% of construction value
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Plan Review	0.20% of construction value
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Minimum permit fee	\$50.00
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Section 17: Pursuant to Section 14-52 of the Code of Ordinances, City of Port Orange, Florida, fees are established for reissuing of permits expired less than 180 days. The permit replacement fee shall be based on a percentage of the original permit fee as determined herein. Permits which have expired more than 180 days shall be required to be reissued with a new application and will be subject to all current codes and fees with no credit being given for permit fees paid previously.

Stage of Construction	Fee
No inspections or only first inspection made and approved.	100% of permit fees in effect at time of replacement with no credit for previously paid fees.
Plumbing and foundation inspections completed and approved, concrete slab poured. (Mobile home setup)	60% of the permit fees previously paid.
Lintel inspection (if masonry construction) completed and approved. (Pool deck, Dry-in Flashing inspection, MH setup W/trades)	50% of the permit fees previously paid.
Framing inspection completed and approved.	40% of the permit fees previously paid.
All inspections except final completed and approved.	20% of the permit fees previously paid.

Permit replacement fees for work not specifically covered by the schedule above shall be determined by the Building Official.

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Section 18: Pursuant to Section 14-53 of the Code of Ordinances, City of Port Orange, Florida, when the permit holder withdraws the application, fees paid for building permits shall be refunded as follows.

Time of Request for Refund	Refund (No refund shall be given for the fees noted below unless permit was issued in error by the building department.) • Fees associated with plan review. • Fees associated with processing and administration. • Application fees.
After issuance of permit and before commencement of work.	80% (Provided permit was issued within the 6 months immediately preceding request.)
After commencement of work and before 1 st inspection.	75% (Provided permit was issued within the 6 months immediately preceding request and all work included in scope of work and already performed on site is removed.)
Permit issued for 181 days or longer, regardless of stage of construction.	No refund.

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Section 19. Pursuant to Section 14-52 of the Code of Ordinances, City of Port Orange, Florida, the following fees are established for Fire Department.

Plan review for new buildings (or structures) and tenant build-outs.

Area (Square Feet)	Fee
Less than 20,000.	\$60.00
20,001 - 30,000.	\$90.00
30,001 - 40,000	\$120.00
40,001 - 50,000	\$150.00
50,001 - 60,000	\$180.00
60,001 - 70,000	\$210.00
70,001 - 80,000	\$240.00
80,001 - 90,000	\$270,000
90,001 – 100,000	\$300.00
Greater than 100,000	\$300.00 plus \$60.00 per additional 10,000 square feet (or portion thereof) above 100,000 square feet

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Annual or Special Permits

Type of Permit	Fee
Explosives, blasting agents, ammunition, and temporary consumer sparkler sales that are approved by the State Fire Marshal.	\$100.00
Storage or use of flammable or combustible liquids within the scope of NFPA 30, NFPA 30A and/or NFPA 30B.	\$25.00
Storage or use of LPG within the scope of NFPA 58	\$25.00
Storage or use of flammable or combustible finishes.	\$25.00
Hazardous uses not specified by this schedule.	\$25.00
Tire rebuilding plant.	\$25.00
Wrecking or junk yard.	\$25.00
Compressed gases.	\$25.00
Open Commercial Burning.	\$60.00 per day.

Fire Hydrant Flow Tests.

Available fire flow: \$60.00 plus \$15.00 per hydrant.

Final approval of subdivision or site: \$60.00 plus \$15.00 per hydrant.

Special Plan Review, Inspections, and Testing

Fire suppression or fire sprinkler systems.

Less than 100 heads: \$135.00

100 or more heads: \$135.00 plus \$0.20 per head over 100.

Standpipe Systems. \$150.00 per system plus \$3.00 per outlet.

Hood Extinguishing Systems or \$75.00 per system.

Paint Booths.

Reinspections. \$25.00 per inspection.

Fuel Tank. \$90.00 for 1st tank plus \$50.00 per additional tank.

Fire Alarm Systems.

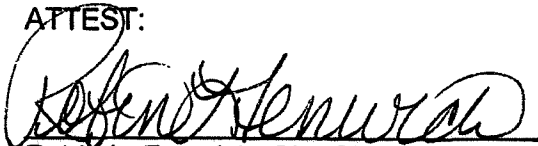
10,000 square feet or less: \$75.00

More than 10,000 square feet: \$75.00 plus \$10.00 per 1000 sq. ft. (or portion thereof).

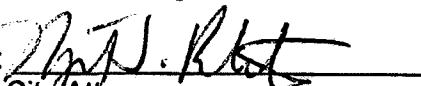
Section 20: The fees established herein shall become effective immediately upon adoption of this resolution.


MAYOR ALLEN GREEN

ATTEST:


Robin L. Fenwick, City Clerk

Adopted this 23 day of July 2013.

Reviewed and Approved: 
City Attorney



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. # 3
September 6, 2018

ITB #18-27 CAUSEWAY PARK NORTH BOAT RAMP

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated 08-6-18 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CHANGES TO SPECIFICATIONS:

1. For the floating dock system alternative design, the nominal width of the concrete floating dock section has been increased from 6 feet 0 inches to 7 feet 11 inches. This changed line item no. 7 to reflect 480 SF. There is a new bid form posted to reflect this change.

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

END OF ADDENDUM NO. # 3



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM REVISED PER ADDENDUM NO.3

CITY OF PORT ORANGE

ITB # 18-27

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:

Causeway Park North Boat Ramp Tending Docks Replacement					
Bid Sheet					
ITEM #	DESCRIPTION	QTY	UNIT	PRICE/UNIT	PRICE
Tending Docks Demolition and Replacement					
1	Mobilization and Demobilization	1	LS	\$ -	\$ -
2	Construction Surveying and As-Built Survey	1	LS	\$ -	\$ -
3	Environmental Compliance	1	LS	\$ -	\$ -
4	Demolition, Hauling and Disposal	1	LS	\$ -	\$ -
Fixed Timber Tending Docks (Bid Alternate #1)					
5	Timber Tending Docks with Pilings (Fixed System)	950	SF	\$ -	\$ -
Tending Docks with Pilings (Concrete Floating System) (Bid Alternate #2)					
6	Tending Docks with Pilings (Concrete Floating System), Timber Section (Bid Alternate #2)	500	SF	\$ -	\$ -
7	Tending Docks with Pilings (Concrete Floating System), Concrete Floating Section with Pilings (Bid Alternate #2)	480	SF	\$ -	\$ -
8	Tending Docks with Pilings (Concrete Floating System), Aluminum Gangways (Bid Alternate #2)	2	EA	\$ -	\$ -
TOTAL PRICE - BID ALTERNATE #1 (ITEMS 1 THROUGH 5 ONLY)					\$ -
TOTAL PRICE - BID ALTERNATE #2 (ITEMS 1 THROUGH 4, ITEMS 6 THROUGH 8)					\$ -



RANGE

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM REVISED PER ADDENDUM NO.3

ITB # 18-27

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:

Causeway Park North Boat Ramp Tending Docks Replacement

Bid Sheet

ITEM #	DESCRIPTION	QTY	UNIT	PRICE/UNIT	PRICE
Tending Docks Demolition and Replacement					
1	Mobilization and Demobilization	1	LS	\$ -	\$ -
2	Construction Surveying and As-Built Survey	1	LS	\$ -	\$ -
3	Environmental Compliance	1	LS	\$ -	\$ -
4	Demolition, Hauling and Disposal	1	LS	\$ -	\$ -
Fixed Timber Tending Docks (Bid Alternate #1)					
5	Timber Tending Docks with Pilings (Fixed System)	950	SF	\$ -	\$ -
Tending Docks with Pilings (Concrete Floating System) (Bid Alternate #2)					
6	Tending Docks with Pilings (Concrete Floating System), Timber Section (Bid Alternate #2)	500	SF	\$ -	\$ -
7	Tending Docks with Pilings (Concrete Floating System), Concrete Floating Section with Pilings (Bid Alternate #2)	480	SF	\$ -	\$ -
8	Tending Docks with Pilings (Concrete Floating System), Aluminum Gangways (Bid Alternate #2)	2	EA	\$ -	\$ -
TOTAL PRICE - BID ALTERNATE #1 (ITEMS 1 THROUGH 5 ONLY)					\$ -
TOTAL PRICE - BID ALTERNATE #2 (ITEMS 1 THROUGH 4, ITEMS 6 THROUGH 8)					\$ -



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 #18-27
ITB TITLE: CAUSEWAY PARK NORTH BOAT RAMP
OPENING DATE/TIME: September 10, 2018 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		A.G. PIFER	S.E. CLINE Construction	C & D Construction	Underwater Engineering Services
1	Form 7.1 Submittal Checklist	Yes	Yes	Yes	Yes
2	Form 7.2 – Vendor's Acknowledgement	Yes	Yes	Yes	Yes
3	Form 7.3 – Addendum and Change Order Procedure	Yes	Yes	Yes	Yes
4	Form 7.4 – Drug Free/Tie Preference Statement	Yes	Yes	Yes	Yes
5	Form 7.5 – Public Entity Crimes Statement	Yes	Yes	Yes	Yes
6	Form 7.6 – Affidavit of Anti-Collusion	Yes	Yes	Yes	Yes
7	Form 7.7– Statement of Vendor's Qualifications	Yes	Yes	Yes	Yes
8	Form 7.8 – Prof.References for Previous Experience	Yes	Yes	Yes	Yes
9	Form 7.9 – Listing of Subcontractors	Yes	N/A	Yes	Yes
10	Form 7.10 – E Verify	Yes	Yes	Yes	Yes
11	Fema Signed Certification Regarding Lobbying	Yes	Yes	Yes	Yes
12	Copy of General Contractors License	Yes	Yes	Yes	Yes
13	Attachment 1– Bid Proposal	Yes	Yes	Yes	Yes
14	Bid Bond	Yes	Yes	Yes	Yes
	1 Original & 1 Electronic Copy	Yes	Yes	Yes	Yes
	Deemed Responsive?	Yes	Yes	Yes	Yes
	TOTAL BASE BID (ITEMS 1 THROUGH 5 ONLY)	\$ 411,912.50	\$ 269,032.00	\$ 327,750.00	\$ 297,117.00
	TOTAL BASE BID (ITEMS 1 THROUGH 4 ,ITEMS 6 THROUGH 8)	\$ 538,700.00	\$ 351,581.00	\$ 407,100.00	\$ 459,466.00

Opened and tabulated by: David Battaglia, Purchasing Agent
 Witnessed by: Joe Castro, Buyer



**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 18-27
ITB TITLE: CAUSEWAY PARK NORTH BOAT RAMP
OPENING DATE/TIME: September 10, 2018 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Required Forms		Construct Co. Inc	Brothers Construction		
1	Form 7.1 Submittal Checklist	Yes	Yes		
2	Form 7.2 – Vendor's Acknowledgement	Yes	Yes		
3	Form 7.3 – Addendum and Change Order Procedure	Yes	Yes		
4	Form 7.4 – Drug Free/Tie Preference Statement	Yes	Yes		
5	Form 7.5 – Public Entity Crimes Statement	Yes	Yes		
6	Form 7.6 – Affidavit of Anti-Collusion	Yes	Yes		
7	Form 7.7– Statement of Vendor's Qualifications	Yes	Yes		
8	Form 7.8 – Prof.References for Previous Experience	Yes	Yes		
9	Form 7.9 – Listing of Subcontractors	Yes	Yes		
10	Form 7.10 – E Verify	Yes	Yes		
11	Fema Signed Certification Regarding Lobbying	Yes	Yes		
12	Copy of General Contractors License	Yes	Yes		
13	Attachment 1 – Bid Proposal	Yes	Yes		
14	Bid Bond	Yes	Yes		
	1 Original & 1 Electronic Copy	Yes	Yes		
	Deemed Responsive?	Yes	Yes		
	TOTAL BASE BID (ITEMS 1 THROUGH 5 ONLY)	\$ 354,640.84	\$ 188,450.00	\$ -	\$ -
	TOTAL BASE BID (ITEMS 1 THROUGH 4 ,ITEMS 6 THROUGH 8)	\$ 454,443.84	\$ 261,260.00	\$ -	\$ -



NOTICE OF INTENT TO AWARD

ITB #18-27 CAUSEWAY PARK NORTH BOAT RAMP

September 17, 2018

On September 10, 2018 Purchasing received Six (6) bids for ITB 18-27 Causeway Park North Boat Ramp.

After review of the proposals submitted, City Staff has made its recommendation to award Base Bid Alternate No. 2 in the amount of \$261,260.00 to Brothers Construction of Stuart, Florida.

Recommendation to award will be presented for City Council approval on October 2, 2018.

**David Battaglia,
Purchasing Agent**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: Yes

SUBJECT: (B7d) Approval to Renew the Annual Service Agreement with Halifax Humane Society

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve renewal of the contract with Halifax Humane Society.

SUMMARY: Renewal for FY19 for Halifax Humane Society Contract for animal services. Prices did not change from previous year.

Project No.: Funding Account No.: 001-3200-521.31-13

ATTACHMENTS:

1.	HHS FY2019	HHS FY2019.pdf
2.	HHS Letter	HHS Letter.pdf

Beth Unruh	Created/Initiated - 08/03/2018
William Proctor	Approved - 08/09/2018
Thomas Grimaldi	Approved - 08/14/2018
Tracey Riehm	Approved - 08/21/2018
Matthew Jones	Approved - 09/21/2018
Jake Johansson	Approved - 09/22/2018
Robin Fenwick	Final Approval - 09/24/2018

**AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The City of Port Orange**

This Services Agreement ("Agreement") is hereby entered into by and between the Halifax Humane Society, Inc., a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the City of Port Orange, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of Port Orange and the laws of the State of Florida with respect to stray animals, the City of Port Orange desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

- 1. TERM:** This Agreement will take effect on the 1st day of October 2018, and will remain in full force and effect for a twelve (12) month period ending on midnight between September 30, 2019 and October 1, 2019.
- 2. ANIMAL SHELTER:**
 - (a)** The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of Port Orange, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 LPGA Blvd., Daytona Beach, Florida.
 - (b)** The Humane Society will provide means to accept all stray dogs, cats, and other domesticated animals delivered to the Shelter by the City of Port Orange's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the City of Port Orange for this purpose. The Humane Society will

accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

- (c) When the City of Port Orange delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the City of Port Orange's expense for a period of three (3) calendar days. If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

3. BILLING & PAYMENT:

- (a) The Humane Society shall bill the City of Port Orange pursuant to Paragraph 3(b), as applicable, for:
 - (i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the City of Port Orange's Police or Animal Control Officers;
 - (ii) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the City of Port Orange and delivered to the Shelter by a private citizen; and
 - (iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up by the Humane Society within the City of Port Orange.
- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the City of Port Orange agrees to pay the following applicable

fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat	
1st day of impoundment	\$46.00
2nd day of impoundment	\$21.00
3rd day of impoundment	\$21.00
Other domesticated animal	\$35.00
Livestock animal	\$80.00
Wild animal (Euthanasia)	\$35.00
Deceased on arrival (Disposal)	\$15.00
Quarantined animal (e.g., Rabies)	\$160.00 (or \$16.00pd) (10 day maximum stay)
Confiscated animal	\$46.00 for the 1st day of impoundment plus \$21.00 for each additional day of impoundment

- (c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City of Port Orange within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of Port Orange has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.
- (d) The Humane Society will submit to the City of Port Orange, with its monthly invoice,

a list of all pick up addresses of stray animals charged to the City of Port Orange's account for animals that were not impounded by a City of Port Orange Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.

- (e) In the event an owner pays any fees or charges to reclaim its animal, the City of Port Orange shall be credited to the extent any such fees or charges are paid.

4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of ten (10) days and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the ten (10) day impoundment period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City of Port Orange shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The City of Port Orange shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the City of Port Orange at the default "stray" rates provided in Section 3(b) of this Agreement.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City of Port Orange's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the City of Port Orange's animal control authority determines to be dangerous for a maximum of ten (10) business days. The City of Port Orange shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the City of Port Orange may request that euthanasia be performed by the Humane Society when it is the City of Port Orange's belief that the dog poses a threat to public safety.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the City of Port Orange. The City of Port Orange shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the City of Port Orange as a result of an owner eviction will be held by the Humane Society for the time period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if the owner reclaims the animal(s), he/she will be responsible for all charges, as provided in Section 3(b), from the date of seizure. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the City of Port Orange.

As the impounding agency, if the City of Port Orange chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the City of Port Orange may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The City of Port Orange agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Port Orange's decision to submit the animal as a "stray." The City of Port Orange shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the City of Port Orange fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of Port Orange. If the Humane Society exercises this option, it will provide the City of Port Orange with thirty (30) days written notice of its decision to terminate the Agreement. The City of Port Orange will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of Port Orange.

10. **WAIVER OF BREACH:** The waiver by the Humane Society or the City of Port Orange of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **SOVEREIGN IMMUNITY:** The City of Port Orange expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the City of Port Orange 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 of Port Orange 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 this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Port Orange, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. PUBLIC RECORDS: The Humane Society acknowledges that in the course of performing its obligations under this Agreement, the Humane Society may generate, create, or otherwise come into possession of records, documents, electronic data, or other media that meet the definition of a "public record" as defined in Chapter 119, Florida Statutes ("Public Records Act"). With respect to such public records, the Humane Society acknowledges that the City of Port Orange and the Humane Society are required to comply with the Florida Constitution, and Chapter 119, Florida Statutes, in the handling of any such public records. To the extent practicable, the City of Port Orange agrees to notify the Humane Society of any public records request concerning the Humane Society or matters relating to the services provided under this Agreement and the Humane Society similarly agrees to notify the City of Port Orange of any public records request it receives concerning the City of Port Orange or matters relating to the services provided under this Agreement. If the City of Port Orange or Humane Society receives a request for public records that are in the possession or under the control of the Humane Society, the Humane Society agrees to promptly produce such records to the City of Port Orange upon request and at no charge or penalty to the City of Port Orange and further agrees to comply with all provisions of such Public Record Act as they may apply to the Humane Society. The City of Port Orange shall be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of any remedies recited herein shall not be interpreted to limit or otherwise restrict the City of Port Orange from seeking any other appropriate cause of action against or remedy from the Humane Society, whether in law or in equity, in the City of Port Orange's enforcement of the requirements of this section.

13. MEDIATION: Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 18, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. ATTORNEY'S FEES: Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court

shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice by either party to the other party.

IN WITNESS WHEREOF, the Humane Society and the City of Port Orange have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Port Orange, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

By: 
Name: Miguel Abi-hassan
Title: Chief Executive Officer
Date: 09/13/18

ATTEST:

By: 
Name: Michelle Pari
Title: Chief Operating Officer
Date: 9/13/18

CITY OF PORT ORANGE

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

ATTEST:

By: _____
Name: Robin L. Fenwick
Title: City Clerk
Date: _____



June 21, 2018

Dear Elected Officials & Staff

Attached you will find the 2018-2019 Animal Sheltering Services contract for Halifax Humane Society. I am proud to announce that fees will be maintained at the 2018 rate without increase. The board and I are happy to pass on these cost-savings in good faith for your continued support and in anticipation of another proactive year ending pet-homelessness.

As HHS continues to evolve I am proud to utilize this letter as a glimpse into our future. As you may know, HHS is finalizing a Capital Campaign to revolutionize its main campus. Construction is already underway and will conclude in the second quarter of 2019. Through this extraordinary communal gift, our donors have secured a future in which our shelter evolves to a destination that proudly emphasizes our area's "pet-friendliness". Along with a dog park, rest area amenities, boarding/grooming and retail, our expanded shelter will truly become a one-of-a-kind destination for animal lovers around the globe. The added foot traffic and mission awareness will spawn benefits that only begin with increased adoption, as our greater goal has always been to expand our area's humanity.

Programs and services at HHS also continue to excel. In fact, by systematically reducing our pet over-population, HHS has reduced euthanasia by an outstanding 81% throughout the County. Furthermore stray animal intake is at an all-time low, which undoubtedly reflects reduced service costs, road safety issues and public health concerns. Attached with this cover letter you will find our 10 year analytical summation, so that you may see the progress for yourself.

At HHS we are proud of our community, our partners and the incredible progress we have made changing the complex social problem that is pet homelessness and cruelty. We believe in a not too distant future the entire Volusia County area will be regarded as one of the most pet-friendly communities in the great State of Florida, and we will work relentlessly to be a good steward of that goal.

For your convenience, you will find 2 copies of the contract for signature; please return 1 signed copy for our records at your earliest convenience.

Kindest regards,

Miguel Abi-hassan, CAWA

Chief Executive Officer

Halifax Humane Society is a 501 (c)(3), EIN is 59-0530990. Private nonprofit organization servicing the Greater Daytona Beach area in Volusia County, Florida. Halifax Humane Society was founded in 1937. HHS is an open-door animal shelter that services over 25,000 animals annually and exists to protect animals from cruel, neglectful and exploitative treatment.

2364 LPGA Blvd • Daytona Beach, FL 32124 • Phone: (386) 274-4703 • Fax: (386) 267-0651
e-mail: info@HalifaxHumaneSociety.org • HalifaxHumaneSociety.org

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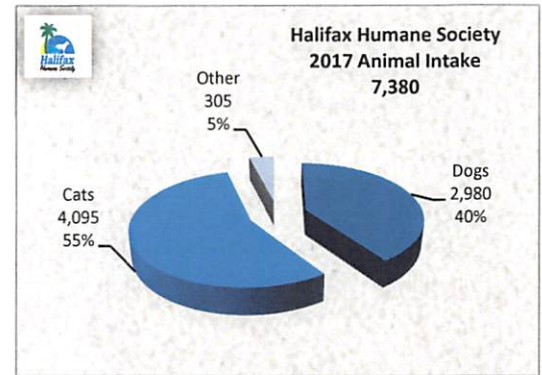
CHIEF EXECUTIVE OFFICER

Miguel Abi-hassan

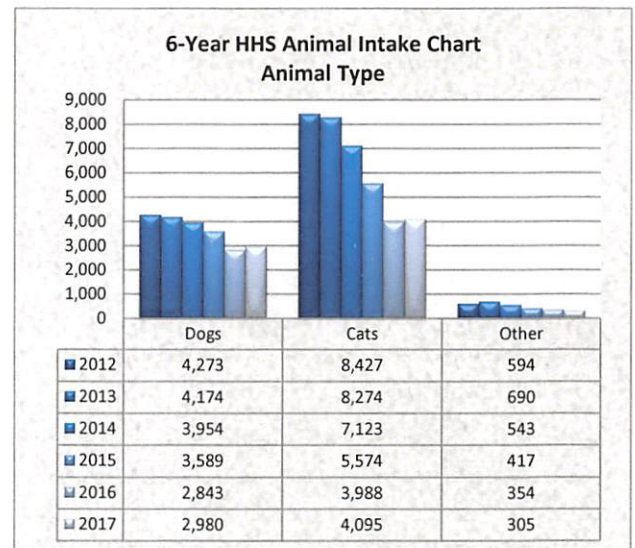
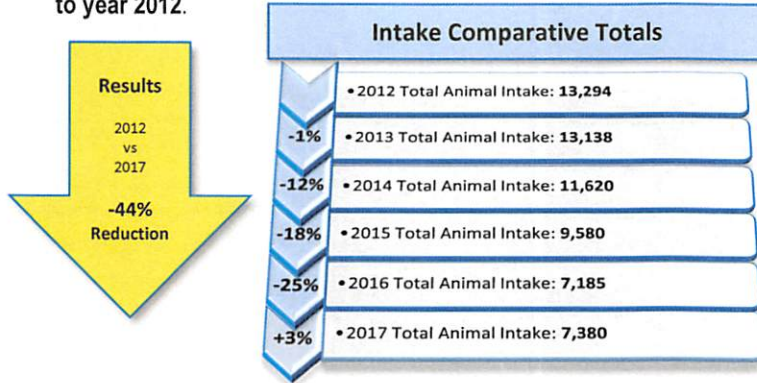


Halifax Humane Society (HHS) Efforts to Reduce Pet Homelessness

The following information contains a progress report for HHS intake and outcome animal statistics. Each year data collected is analyzed to identify trends and progress made in efforts to responsibly reduce animal intake and ultimately improve care for animals within Volusia County. In a 6 year period of time, subsidized or free sterilization surgeries have **increased by 118%** since the opening of the HHS Redinger Spay/Neuter Clinic in 2012. This is the single most important contribution to the overall improvement in intake numbers throughout the community. Listed below, data indicates great strides in the reduction of HHS largest animal intake population: cats. Our goal to find a home for every healthy, adoptable animal in the Greater Daytona region is closer than ever. In fact, our data shows that the Greater Daytona as an entire community is on track to be a no-kill community by 2020, without closing doors, without leaving animals in need to fend for themselves.



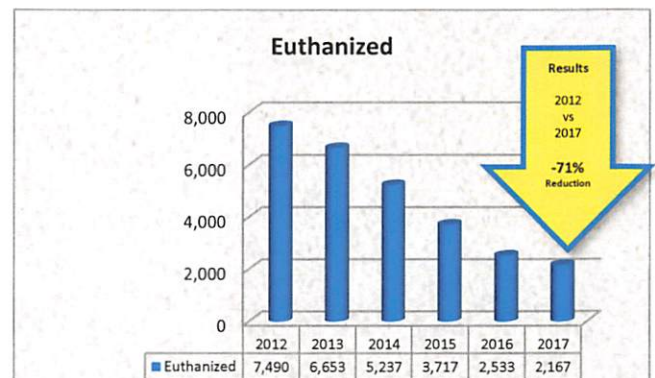
HHS Animal Intake is showing a slight increase of 3% in 2017 largely attributed to a **246% increase** of seized animals from multiple cruelty cases. Further analysis reflects a yearend total **-1.6% decrease in stray cat intakes** and **overall stray intakes are decreased by -2.8%**. Other comparatives show in 2017 a total of **-44% decrease of intake compared to year 2012**.



HHS Adoptions, Transfers and Return to Owner (RTO) are all in direct correlation to the decrease shown at intake. This means, that less animals coming in will ultimately affect the number available for outcomes. While the raw numbers *may* show a decline, in actuality, outcome category percentages compared to intake are showing positive trends overall respectively.

Year	Adoption/Intake	Transfer/Intake	RTO/Intake	Euthanasia/Intake
2012	30%	4%	5.8%	56%
2013	33%	6%	6.5%	51%
2014	32%	10%	7.8%	45%
2015	38%	11%	8.3%	39%
2016	42%	11%	10.5%	35%
2017	43%	8%	9.6%	29%

HHS Euthanasia numbers continue to decline bringing HHS closer to achieving its goal of responsibly finding positive outcomes for as many place-able animals as possible. **2017 shows a -14% decrease from 2016 and a -71% decrease from 2012**. Through increased program application, HHS has turned the corner from being a shelter that was only reactive to the overwhelming number of animals entering the shelter each year to a proactive approach of addressing the real issues at hand, pet overpopulation.



Historical Comparatives are measures used that compare 2017 to a year with comparable animal intake jurisdictions. This comparison gives a true gage of program effectiveness over the years.

Animal Statistics for 2007

Total Animal Intake: 17,177
Total Animal Adoption: 2,885
Total Animal Transfer: 45
Total Animal Euthanized: 11,760

Animal Statistics for 2017

Total Animal Intake: 7,380
Total Animal Adoption: 3,172
Total Animal Transfer: 594
Total Animal Euthanized: 2,167

Comparative Results

Intake: Decrease -57%
Adoption: Increase 9.9%
Transfer: Increase 1,220%
Euthanized: Decrease -81.5%

Annual HHS Spay/Neuter Surgery Metrics

Year	Female Dog	Male Dog	Female Cat	Male Cat	Female Other	Male Other	Total	Certificate/Owned Animals	Adoption	Total	Treatments
2011	996	1038	1275	1186	2	18	4515	2185	2330	4515	74
Adjust Format to PetPoint Program											
Year	Female Dog	Male Dog	Female Cat	Male Cat	Female Other	Male Other	Total	Redinger Clinic	Shelter	Total	Exams
2012	2004	2055	3071	2588	0	18	9736	5486	4250	9736	10674
2013	2199	2266	3259	2771	0	9	10504	7059	3445	10504	11888
2014	2107	2282	3293	3042	2	15	10741	7326	3415	10741	11093
2015	1930	2174	3232	2898	0	10	10244	7694	2550	10244	12334
2016	1577	1871	2882	2578	25	26	8959	6889	2070	8959	11051
2017	1940	1931	3022	2910	20	33	9856	7595	2261	9856	11051

Clinic Opened April 2012

Notations from Surgery STATS – 2017 reflects a 10% increase in total surgery numbers from prior year. Total surgery efforts have increased 118% since the Redinger Clinic opening (2011 to 2017).

Facts:

There are 17 jurisdictions in Volusia County
12 out of 17 participate in TNR programs
10 out of 17 have a S/N ordinance



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: Yes

SUBJECT: (B7e) Approval of Task Authorization No. 11 with Kimley Horn for ADA Transition Plan - Phase 1

DEPARTMENT: Community Development

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Task Authorization No. 11 to Kimley-Horn contract for ADA Transition Plan - Phase 1

SUMMARY: Future federal grant funding is dependent on City adoption of an ADA Transition Plan. The purpose of the Transition Plan is to provide the framework for achieving equal access to the City of Port Orange's programs, services, activities, and facilities within a reasonable timeframe

The Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications. Title II of the ADA also requires that all programs, services, and activities (PSAs) of public entities provide equal access for individuals with disabilities.

Title II has the broadest impact on the City. Included in Title II are administrative requirements for all government entities employing more than 50 people. These administrative requirements are:

- Completion of a Self-Evaluation;
- Development of an ADA complaint procedure;
- Designation of at least one person who is responsible for overseeing Title II compliance; and
- Development of a Transition Plan to schedule the removal of the barriers uncovered by the Self-Evaluation process. The Transition Plan will become a working document until all barriers have been addressed.

Kimley-Horn Associates is on continuing contract with the City and is experienced in developing ADA Transition Plans. This Task Authorization is for Phase 1 of the ADA Self-Evaluation and Transition Plan and will include an ADA compliance review of City public rights-of-way sidewalks and associated curb ramps utilizing the sidewalk and curb ramp data collected by the IMS Study being prepared for Public Works. An ADA Transition Plan document will be developed and include formal documentation of tasks and associated findings for the Phase 1 components.

City Council adopted a FY19 budget of \$200,000 for the ADA Transition Plan. This contract is for the first phase at \$100,000. A second phase estimated to cost an

additional \$100,000 will be initiated later in FY19. Phase 2 components are expected to include City programs, services, activities, and facilities.

Project No.: ZMI076 Funding Account No.: 317-1000-519.63-97

ATTACHMENTS:

1.	Kimley-Horn Task Authorization No 11	Kimley-Horn Task Authorization No 11.pdf
2.	ADA Transition Plan Exhibit A Scope Schedule Fee	ADA Transition Plan Exhibit A Scope Schedule Fee.pdf
3.	ADA Transition Plan Fee Hours	Port_Orange_ADA_Transition_Plan_Fee_Hours_2018_09_17.pdf

Margaret Tomlinson	Created/Initiated - 09/13/2018
Tim Burman	Approved - 09/13/2018
Tracey Riehm	Approved - 09/24/2018
Margaret Roberts	Approved - 09/24/2018
Jake Johansson	Approved - 09/24/2018
Robin Fenwick	Final Approval - 09/24/2018

TASK AUTHORIZATION NO. 11
Master Contract for Engineering Services dated March 19, 2017
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMBERLY-HORN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 19, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Community Development Director, Tim Burman, shall perform contract administration of this Task Authorization. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. The contact administrator may be contract as follows:

Telephone: (386) 506-5699
E-Mail: tburman@port-orange.org
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide professional consultant services relating to the American with Disabilities Act ("ADA") Transition Plan, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Contractor shall complete the services to be provided herein by December 31, 2018.
5. In return for the services identified above, the City agrees to compensate Contractor in an amount not to exceed \$100,000.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____

By: _____

John C. Atz, Director

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

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA 5674]

EXHIBIT “A”

Kimley-Horn and Associates, Inc. Scope of Services

Consisting of 5 Pages

ADA Transition Plan
Prepared by: Kimley-Horn and Associates, Inc.
Updated: September 17, 2018

Kimley-Horn Lump Sum Professional Services:

		Kinsley-Horn Salary & Professional Services																	
		Task 1	Task 2	Task 3.1	Task 3.2	Task 4.1	Task 4.2	Task 4.3	Task 4.4	Task 4.5	Task 4.6	Task 4.7	Task 4.8	Task 5.1	Task 5.2	Task 5.3	Task 5.4		
	Contract Hourly Rate	Project Management	Project Kick-off Meeting	Self-Evaluation ADA Liaison Committee	Self-Evaluation Schedule and Call Entry Assessment	TP Development ADA Coordinator	TP Development Overview Policy and Procedures	TP Development ADA Notice	TP Development Evaluation and Prioritization Criteria	TP Development Exceptions and Exemptions	TP Development Budget	TP Development Draft Transition Plan	TP Development Final Transition Plan	Meetings Progress Meetings	Meetings Public Meeting	Meetings Council Meeting	Meetings Conference Calls	Total Hours	Salary
Principal	\$ 250.00		2	2								4	2		4	4		18	\$ 4,500.00
Project Manager	\$ 190.00	14	12	2	10	3	2	2	2			8	4	12	12	12	3	98	\$ 18,620.00
Senior Professional	\$ 200.00		2		10					2	2			4				20	\$ 4,000.00
Professional II	\$ 165.00	5	2	2	75	3	3	2	4		4	8	12	2	2	2	3	129	\$ 21,285.00
Professional I	\$ 120.00	10	10	2	148						2	26	12					210	\$ 25,200.00
Technician	\$ 100.00				125							6		4	4	4	3	146	\$ 14,600.00
Clerical	\$ 65.00	20	6									10	9	2	2	2		51	\$ 3,315.00
SUB TOTALS		\$ 5,985.00	\$ 5,100.00	\$ 1,450.00	\$ 46,535.00	\$ 1,065.00	\$ 875.00	\$ 710.00	\$ 1,040.00	\$ 400.00	\$ 1,300.00	\$ 8,210.00	\$ 5,265.00	\$ 3,940.00	\$ 4,140.00	\$ 4,140.00	\$ 1,365.00	672	\$ 91,520.00
Subtotal Kinsley-Horn Salary Cost																			\$ 91,520.00
a. Expenses																			\$ 8,480.00
Total for Professional Services:																			\$ 100,000.00

EXHIBIT A

City of Port Orange ADA Transition Plan

PROJECT UNDERSTANDING

Kimley-Horn and Associates, Inc. (“Engineer”) will provide professional services based on our project understanding as follows:

- The City wants to develop their Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan in multiple phases.
- This assignment will constitute Phase 1 of the ADA Self-Evaluation and Transition Plan and will include an ADA compliance review of City public rights-of-way sidewalks and associated curb ramps. An ADA Transition Plan document will be developed and include formal documentation of tasks and associated findings outlined in this Scope of Services.
- Future phases of this project could include, but are not limited to:
 - Evaluation of City programs, services, and activities, employment practices, ordinances, emergency management plan, website, design standards;
 - Evaluation of buildings and associated parking lots, parks and associated parking lots, park sidewalk and associated curb ramps, unpaved pedestrian trails, pedestrian bridges, signalized intersections, public rights-of-way railroad crossings, and transit stops, including determination of compliance status, possible solutions, cost estimates to implement possible solutions, and prioritization of evaluated facilities for implementation;
 - Evaluation of emergency shelters;
 - Evaluation of housing program facilities; and
 - Update of Transition Plan to document additional work.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

- 1.1 The Engineer will maintain project records, budgets, and communications for the duration of the project. It is understood the project will have a 9-month duration.
- 1.2 The Engineer will prepare monthly progress reports for the duration of the project.
- 1.3 The Engineer anticipates biweekly calls between the Engineer’s Project Manager and the designated City staff to review the status of tasks and to keep the schedule current for the duration of the project.

Task 2 – Project Kick-off Meeting

- 2.1 The Engineer will meet with City staff representing major program areas and orient them to the process that will be used to develop the City’s ADA Transition Plan and introduce

the proposed project tasks and schedule. The Engineer will coordinate with City staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. This will include providing digital copies of the GIS database files of all City sidewalk and associated curb ramps to be included in the project. The Engineer will produce meeting materials and handouts, conduct staff orientation, and prepare a summary of action items resulting from the meeting (2-hour meeting).

Task 3 – Self-Evaluation

- 3.1 ADA Liaison Committee. The Engineer and the City’s ADA Liaison Committee will meet throughout the process of completing the Self-Evaluation and developing the Transition Plan, and will continue to meet and actively participate after the completion of this project. The Engineer will work with the ADA Liaison Committee throughout the duration of the project to receive feedback and incorporate information from the ADA Liaison Committee into the project. Meetings between the Engineer and the ADA Liaison Committee are listed in **Task 5**.
- 3.2 Sidewalk and Curb Ramp Assessment. The Engineer will utilize up to 350 sidewalk miles and associated curb ramp data provided by the City to determine compliance with 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). The Engineer will only be responsible for determining ADA compliance for sidewalks and associated curb ramps based on the data provided by the City. Additional data collection required to determine full compliance will be considered Additional Services. All data generated as part of this task will be compatible with the City’s existing Geographic Information System (GIS).

Compliance Summaries. The Engineer will create a separate report for each facility type. Each compliance summary will identify compliance status of each facility with regards to both federal and state standards and include the following:

- Summary of sidewalk miles and associated curb ramps that are in compliance with current standards.
- Summary of sidewalk miles and associated curb ramps that are not in compliance with current standards.
- The compliance status of each record will be added to the City’s existing geodatabase containing the sidewalk and curb ramp field data.

Task 4 – Transition Plan Development

The Engineer will coordinate with City staff in developing the Transition Plan as follows:

- 4.1 ADA Coordinator. The Engineer will work with the City to refine the role and responsibilities of the City’s Existing ADA Coordinator.
- 4.2 Grievance Policy and Procedure. The Engineer will review the City’s existing ADA grievance policy, procedure, and complaint form.
- 4.3 ADA Notice. The Engineer will review the City’s existing ADA Notice.
- 4.4 Evaluation and Prioritization Criteria. The Engineer will recommend criteria for evaluating facilities and for prioritizing identified accessibility improvements.

- 4.5 **Exceptions and Exemptions.** The Engineer will evaluate and make recommendations on exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, alterations affecting the fundamental nature of a service, activity or program under financial and administrative burden, or structural changes.
- 4.6 **Budget.** The Engineer will assist the City to develop a multi-year budget needed for accessibility improvements based on the “Replacement Priority” and “Total Rehab Cost” information provided by the City. Possible funding sources to achieve compliance will be provided. It will be the City’s responsibility to confirm the City’s eligibility for each funding source.
- 4.7 **Draft Transition Plan.** Based on the Self-Evaluation, the Engineer will prepare a draft Transition Plan for the City. The plan will include:
- Executive summary which will describe the project purpose, process, and most significant findings;
 - Summary and detailed findings of Self-Evaluation; and
 - A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation.

The Engineer will provide electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats to the City.

- 4.8 **Final Transition Plan.** The Engineer will address comments from City staff to prepare a Final ADA Self-Evaluation and Transition Plan for the City. The Engineer will provide the following deliverables to the City:
- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats;
 - Electronic copies of the phased schedule with cost estimates in Microsoft Excel and Adobe PDF formats; and
 - Two (2) printed copies of the Final Transition Plan. Two (2) electronic copies of the Appendices will be provided on flash drives. Printed copies of the Appendices will be considered Additional Services.

Task 5 – Meetings

- 5.1 **Progress Meetings.** The Engineer will prepare for and attend the following progress meetings:
- One (1) in-person progress meeting with City staff and the ADA Liaison Committee.
 - Up to two (2) progress meetings via Skype conference call with City staff and the ADA Liaison Committee.
 - The Engineer will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour meetings).

- 5.2 Public Meeting. The Engineer will prepare for and attend up to one (1) public meeting to introduce the project and the facilities evaluated, provide a summary of findings, and solicit feedback on the draft Transition Plan. The Engineer will produce meeting materials and handouts and prepare a summary of action items resulting from the meeting (2-hour meeting).
- 5.3 Council Meeting. The Engineer will prepare for and attend one (1) City Council meeting. The Engineer will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour meeting).
- 5.4 Conference Calls. The Engineer will participate in up to three (3) conference calls with City staff to discuss the project (1-hour calls).

Deliverables

- Electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats.
- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats.
- Electronic copies of the phased schedule with cost estimates in Microsoft Excel and Adobe PDF formats Two (2) printed copies of the Final Transition Plan. Two (2) electronic copies of the Appendices will be provided on flash drives. Printed copies of the Appendices will be considered Additional Services.
- Compliance data in GIS format, compatible with the City's GIS system.

SCHEDULE

The Engineer will provide its services as expeditiously as practicable and work with the City to develop a mutually agreeable schedule.

The Engineer will submit a Draft Transition Plan to the City for review and resubmittal to the Florida Department of Transportation (FDOT) by the end of December 2018.

FEES AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 – 5 for a lump sum fee of \$100,000.00 and is based on the established rate schedule. This scope includes \$8,480.00 for direct expenses. All permitting, application, and similar project fees will be paid directly by the City of Port Orange.

All other conditions of the master contract will remain in full force and effect.

Task 1 – Project Management	\$5,985
Task 2 – Project Kick-off Meeting	\$5,100
Task 3 – Self-Evaluation (includes public ROW data integration and reporting)	\$47,985
Task 4 – Transition Plan Development	\$18,865
Task 5 – Meetings	\$13,585
<u>Expenses</u>	<u>\$8,470</u>
Total	\$100,000

EXHIBIT A

City of Port Orange ADA Transition Plan

PROJECT UNDERSTANDING

Kimley-Horn and Associates, Inc. (“Engineer”) will provide professional services based on our project understanding as follows:

- The City wants to develop their Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan in multiple phases.
- This assignment will constitute Phase 1 of the ADA Self-Evaluation and Transition Plan and will include an ADA compliance review of City public rights-of-way sidewalks and associated curb ramps. An ADA Transition Plan document will be developed and include formal documentation of tasks and associated findings outlined in this Scope of Services.
- Future phases of this project could include, but are not limited to:
 - Evaluation of City programs, services, and activities, employment practices, ordinances, emergency management plan, website, design standards;
 - Evaluation of buildings and associated parking lots, parks and associated parking lots, park sidewalk and associated curb ramps, unpaved pedestrian trails, pedestrian bridges, signalized intersections, public rights-of-way railroad crossings, and transit stops, including determination of compliance status, possible solutions, cost estimates to implement possible solutions, and prioritization of evaluated facilities for implementation;
 - Evaluation of emergency shelters;
 - Evaluation of housing program facilities; and
 - Update of Transition Plan to document additional work.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

- 1.1 The Engineer will maintain project records, budgets, and communications for the duration of the project. It is understood the project will have a 9-month duration.
- 1.2 The Engineer will prepare monthly progress reports for the duration of the project.
- 1.3 The Engineer anticipates biweekly calls between the Engineer’s Project Manager and the designated City staff to review the status of tasks and to keep the schedule current for the duration of the project.

Task 2 – Project Kick-off Meeting

- 2.1 The Engineer will meet with City staff representing major program areas and orient them to the process that will be used to develop the City’s ADA Transition Plan and introduce

the proposed project tasks and schedule. The Engineer will coordinate with City staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. This will include providing digital copies of the GIS database files of all City sidewalk and associated curb ramps to be included in the project. The Engineer will produce meeting materials and handouts, conduct staff orientation, and prepare a summary of action items resulting from the meeting (2-hour meeting).

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- 3.1 ADA Liaison Committee. The Engineer and the City’s ADA Liaison Committee will meet throughout the process of completing the Self-Evaluation and developing the Transition Plan, and will continue to meet and actively participate after the completion of this project. The Engineer will work with the ADA Liaison Committee throughout the duration of the project to receive feedback and incorporate information from the ADA Liaison Committee into the project. Meetings between the Engineer and the ADA Liaison Committee are listed in **Task 5**.
- 3.2 Sidewalk and Curb Ramp Assessment. The Engineer will utilize up to 350 sidewalk miles and associated curb ramp data provided by the City to determine compliance with 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). The Engineer will only be responsible for determining ADA compliance for sidewalks and associated curb ramps based on the data provided by the City. Additional data collection required to determine full compliance will be considered Additional Services. All data generated as part of this task will be compatible with the City’s existing Geographic Information System (GIS).

Compliance Summaries. The Engineer will create a separate report for each facility type. Each compliance summary will identify compliance status of each facility with regards to both federal and state standards and include the following:

- Summary of sidewalk miles and associated curb ramps that are in compliance with current standards.
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The Engineer will coordinate with City staff in developing the Transition Plan as follows:

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- 4.3 ADA Notice. The Engineer will review the City’s existing ADA Notice.
- 4.4 Evaluation and Prioritization Criteria. The Engineer will recommend criteria for evaluating facilities and for prioritizing identified accessibility improvements.

- 4.5 Exceptions and Exemptions. The Engineer will evaluate and make recommendations on exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, alterations affecting the fundamental nature of a service, activity or program under financial and administrative burden, or structural changes.
- 4.6 Budget. The Engineer will assist the City to develop a multi-year budget needed for accessibility improvements based on the “Replacement Priority” and “Total Rehab Cost” information provided by the City. Possible funding sources to achieve compliance will be provided. It will be the City’s responsibility to confirm the City’s eligibility for each funding source.
- 4.7 Draft Transition Plan. Based on the Self-Evaluation, the Engineer will prepare a draft Transition Plan for the City. The plan will include:
- Executive summary which will describe the project purpose, process, and most significant findings;
 - Summary and detailed findings of Self-Evaluation; and
 - A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation.

The Engineer will provide electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats to the City.

- 4.8 Final Transition Plan. The Engineer will address comments from City staff to prepare a Final ADA Self-Evaluation and Transition Plan for the City. The Engineer will provide the following deliverables to the City:
- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats;
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- 5.1 Progress Meetings. The Engineer will prepare for and attend the following progress meetings:
- One (1) in-person progress meeting with City staff and the ADA Liaison Committee.
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 - The Engineer will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour meetings).

- 5.2 Public Meeting. The Engineer will prepare for and attend up to one (1) public meeting to introduce the project and the facilities evaluated, provide a summary of findings, and solicit feedback on the draft Transition Plan. The Engineer will produce meeting materials and handouts and prepare a summary of action items resulting from the meeting (2-hour meeting).
- 5.3 Council Meeting. The Engineer will prepare for and attend one (1) City Council meeting. The Engineer will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour meeting).
- 5.4 Conference Calls. The Engineer will participate in up to three (3) conference calls with City staff to discuss the project (1-hour calls).

Deliverables

- Electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats.
- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats.
- Electronic copies of the phased schedule with cost estimates in Microsoft Excel and Adobe PDF formats Two (2) printed copies of the Final Transition Plan. Two (2) electronic copies of the Appendices will be provided on flash drives. Printed copies of the Appendices will be considered Additional Services.
- Compliance data in GIS format, compatible with the City's GIS system.

SCHEDULE

The Engineer will provide its services as expeditiously as practicable and work with the City to develop a mutually agreeable schedule.

The Engineer will submit a Draft Transition Plan to the City for review and resubmittal to the Florida Department of Transportation (FDOT) by the end of December 2018.

FEES AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 – 5 for a lump sum fee of \$100,000.00 and is based on the established rate schedule. This scope includes \$8,480.00 for direct expenses. All permitting, application, and similar project fees will be paid directly by the City of Port Orange.

All other conditions of the master contract will remain in full force and effect.

Task 1 – Project Management	\$5,985
Task 2 – Project Kick-off Meeting	\$5,100
Task 3 – Self-Evaluation (includes public ROW data integration and reporting)	\$47,985
Task 4 – Transition Plan Development	\$18,865
Task 5 – Meetings	\$13,585
<u>Expenses</u>	<u>\$8,470</u>
Total	\$100,000

Prepared by: **Kimley-Horn and Associates, Inc.**

Kimley-Horn Lump Sum Professional Services:

		Task 1	Task 2	Task 3.1	Task 3.2	Task 4.1	Task 4.2	Task 4.3	Task 4.4	Task 4.5	Task 4.6	Task 4.7	Task 4.8	Task 5.1	Task 5.2	Task 5.3	Task 5.4		
	Contract Hourly Rate	Project Management	Project Kick-off Meeting	Self-Evaluation ADA Liaison Committee	Self-Evaluation Sidewalk and Curb Ramp Assessment	TP Development: ADA Coordinator	TP Development: Grievance Policy and Procedure	TP Development: ADA Notice	TP Development: Evaluation and Prioritization Criteria	TP Development: Exceptions and Exemptions	TP Development: Budget	TP Development: Draft Transition Plan	TP Development: Final Transition Plan	Meetings: Progress Meetings	Meetings: Public Meeting	Meetings: Council Meeting	Meetings: Conference Calls	Total Hours	Salary
Principal	\$ 250.00		2	2								4	2		4	4		18	\$ 4,500.00
Project Manager	\$ 190.00	14	12	2	10	3	2	2	2			8	4	12	12	12	3	98	\$ 18,620.00
Senior Professional	\$ 200.00		2		10					2	2			4				20	\$ 4,000.00
Professional II	\$ 165.00	5	2	2	75	3	3	2	4		4	8	12	2	2	2	3	129	\$ 21,285.00
Professional I	\$ 120.00	10	10	2	148						2	26	12					210	\$ 25,200.00
Technician	\$ 100.00				125							6		4	4	4	3	146	\$ 14,600.00
Clerical	\$ 65.00	20	6									10	9	2	2	2		51	\$ 3,315.00
SUB TOTALS		\$ 5,985.00	\$ 5,100.00	\$ 1,450.00	\$ 46,535.00	\$ 1,065.00	\$ 875.00	\$ 710.00	\$ 1,040.00	\$ 400.00	\$ 1,300.00	\$ 8,210.00	\$ 5,265.00	\$ 3,940.00	\$ 4,140.00	\$ 4,140.00	\$ 1,365.00	672	\$ 91,520.00
Subtotal Kimley-Horn Salary Cost																			\$ 91,520.00
a. Expenses																			\$ 8,480.00
Total for Professional Services:																			\$ 100,000.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: Yes

SUBJECT: (B7f) Intent to Award ITB #18-29 to A.G. Pifer Construction Company, Inc. as it relates to the Public Works Administration Building Roof Replacement.

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve ITB 18-29 – Public Works Administration Building Roof Replacement award to A.G. Pifer Construction Company, Inc. in the amount not to exceed \$157,160 which includes bid alternate No 1 in the amount of \$27,000; subject to receipt of the executed AIA contract.

SUMMARY: The Public Works building was built in 1988. The roof on the administration building currently has a severe leak and must be replaced. The project was funded in FY18 and bid specifications for replacement were prepared.

On September 7, 2018, three (3) bids were received. Staff recommend the bid be awarded to A.G. Pifer Construction Company as the lowest responsive bidder for an amount not to exceed \$157,160 which includes bid alternate No 1 in the amount of \$27,000.

The vendor will be required to execute and Architects Institute of America (AIA) form contract as approved by the City Attorney.

Project No.: OBM012 Funding Account No.: 317 1000 519 6200

ATTACHMENTS:

1.	Department Justification Memo - PW Admin Bld Roofing	Department Justification Memo - PW Admin Bld Roofing.pdf
2.	ITB 18-29 NOTICE OF INTENT TO AWARD (09-13-18)	ITB 18-29 NOTICE OF INTENT TO AWARD (09-13-18).pdf
3.	ITB 18-29 Tabulation Sheet (09-7-18)	ITB 18-29 Tabulation Sheet (09-7-18).pdf
4.	ITB 18-29 A.G. PIFER RESPONSE(9-7-18)	ITB 18-29 A.G. PIFER RESPONSE(9-7-18).pdf
5.	ITB 18-29 SOUTHERN COATINGS RESPONSE(9-7-18)	ITB 18-29 SOUTHERN COATINGS RESPONSE(9-7-18).pdf
6.	ITB 18 29 TED NEMETZ RESPONSE (9-7-18)	ITB 18 29 TED NEMETZ RESPONSE (9-7-18).pdf
7.	Email Information	Email Information.pdf
8.	ITB 18-29 Original Bid Documents	ITB 18-29 Original Bid Documents.pdf

9.	ITB 18-29 Org. Addm No 1	ITB 18-29 Org. Addm No 1.pdf
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Julia Wiggins	Created/Initiated - 09/18/2018
Julia Wiggins	Approved - 09/18/2018
Tom DiEulio	Approved - 09/18/2018
Ronny Buttrum	Approved - 09/18/2018
Lynn Stevens	Approved - 09/19/2018
Tracey Riehm	Approved - 09/24/2018
Margaret Roberts	Approved - 09/24/2018
Jake Johansson	Approved - 09/24/2018
Robin Fenwick	Final Approval - 09/24/2018



City of Port Orange Public Works & Utilities Department

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

THRU: Lynn Stevens, Public Works & Utilities Director
THRU: Julia Wiggins, Business Manager for Publ. Works & Utilities

FROM: Ronny Buttrum, Deputy Director of Public Works

DATE: September 18, 2018

SUBJECT: A.G. Pifer Construction Company, Inc. – Intent to Award ITB 18-29
Public Works Administration Building Roof Replacement

REQUEST:

The Public Works & Utilities Department is requesting City Council award ITB 18-29 – Public Works Administration Building Roof Replacement to A.G. Pifer Construction Company, Inc. in the amount not to exceed \$157,160 which includes bid alternate No 1 in the amount of \$27,000.

PURPOSE:

The purpose of this request is to provide maintenance to a City facility and to ensure the safety of the employees and visitors to the Public Works Administration Building.

CONSIDERATION:

The Public Works building, located at 407 Virginia Avenue, was built in 1988. The roof on the administration building has had numerous repairs over the past 30 years and repair is no longer effective. The roof current has a severe leak and must be replaced. The project was funded in FY18 and bid specifications for replacement were prepared.

On September 7, 2018, three (3) bids were received for ITB 18-29 Public Works Administration Building Roof Replacement. Bid submittals as follows:

- | | |
|---------------------------------|-------------------------------------|
| 1.) A.G. Pifer Construction Co. | \$157,160 (includes Alternate No 1) |
| 2.) Southern Coatings | \$250,500 (includes Alternate No 1) |
| 3.) Ted Nemetz | Deemed "Non-Responsive" |

DJ Design Services, Inc., architect of record, the City Purchasing Department, and the City Attorney have deemed the Ted Nemetz's bid as Non-Responsive. After careful review of the remaining proposals submitted, city staff recommend the bid be awarded to A.G. Pifer Construction Company for an amount not to exceed \$157,160 which includes bid alternate No 1 in the amount of \$27,000.

FUNDING:

Public Works – Admin Bld Repairs

Project: OBM012

317 1000 519 6200

Budget: \$157,160

Actual: \$157,160 (Pending a budget transfer)

RECOMMENDATION:

The Public Works & Utilities Department is recommending City Council award ITB 18-29 – Public Works Administration Building Roof Replacement to A.G. Pifer Construction Company, Inc. in the amount not to exceed \$157,160 which includes bid alternate No 1 in the amount of \$27,000.

ANTICIPATED SCHEDULE:

a.) Council approval: 10/2/18

b.) Fully Executed contract by 10/30/18

ATTACHMENTS:

a.) ITB 18-29 Intent to Award

b.) ITB 18-29 Bid Tabulation

c.) ITB 18-29 Original Bid documents

d.) Bid Submittals – three (3)



NOTICE OF INTENT TO AWARD

ITB #18-29 PUBLIC WORKS ADMINISTRATION BUILDING ROOF REPLACEMENT

September 13, 2018

On September 7, 2018 purchasing received Three (3) bids for ITB 18-29 Public Works Administration Building Roof Replacement.

After review of the proposals submitted, City Staff has made its recommendation to award to A.G. Pifer of Daytona Beach, Florida for the base bid amount of \$130,160.00 and alternate No.1 in the amount of \$27,000.

Recommendation to award will be presented for City Council approval on October 2, 2018.

**David Battaglia,
Purchasing Agent**



CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

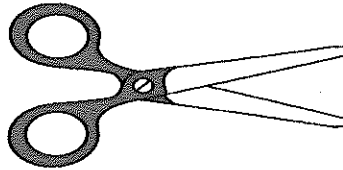
ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE 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 #18-29
ITB TITLE: PUBLIC WORKS ADMINISTRATION BUILDING ROOF REPLACEMENT
OPENING DATE/TIME: September 7, 2018 @ 2:30PM

	Response 1	Response 2	Response 3	Response 4
Submittal Required Forms	A.G.Pifer	Ted Nemetz	Southern Coatings	
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	NO	YES	
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	NO	
10 Form 7.10 Listing of Subcontractors	YES	YES	YES	
11 Attachment 1 –Bid Proposal	YES	YES	YES	
12 Bid Bond	YES	YES	YES	
13 Copy of General Contractors License	YES	NO	YES	
1 Original & 1 Electronic Copy	YES	YES	NO	
Deemed Responsive?	YES	NO	YES	
TOTAL BASE BID	\$ 130,160.00	\$ 43,086.40	\$ 187,500.00	\$ -
ALTERNATE NO. 1 APPLY A LIQUID ELASTOMERIC DECK COATING TO THE NORTH HALF OF THE ADMINSTRATIVE BULIDING SECTION.	\$ 27,000.00	\$ 3,451.00	\$ 63,000.00	\$ -
WARRANT MATERIALS AND LABOR FOR:	2 YEARS	5 YEARS	5 YEARS	

Opened and tabulated by: David Battaglia, Purchasing Agent
 Witnessed by: Joe Castro, Buyer

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 #18-29
BID TITLE:	PUBLIC WORKS ADMINISTRATION BUILDING ROOF REPLACEMENT
DUE DATE/TIME:	September 7, 2018 at 2:30 P.M.
SUBMITTED BY:	A.G. Pifer Construction Co. Inc. (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)

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
- ☒ Copy of General Contractors License
- ☐ 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

09/07/2018

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

TELEPHONE NUMBER / FAX NUMBER

59-2986219

FEDERAL IDENTIFICATION #

agpcon@bellsouth.net

E-MAIL ADDRESS

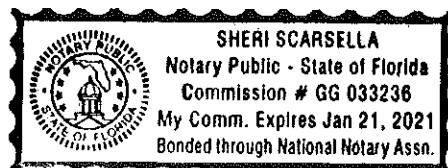
STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of September, 20 18, 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: 01/21/2021

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: 08/22/2018 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."

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 7th day of September, 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

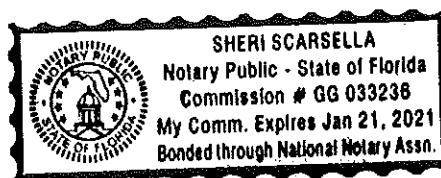
☐ has produced _____ as identification.

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.

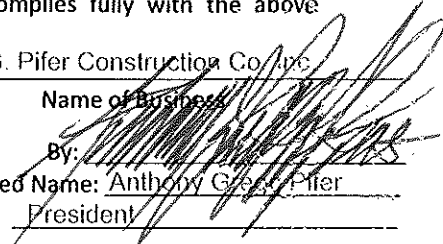
In order to have a drug-free workplace program, a business shall:

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 7th day of September, 2018, by
Anthony Gregg Pifer, as President of

(NAME)

(TITLE)

A.G. Pifer Construction Co. 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



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.)

Anthony Gregg Pifer, President

Before me, the undersigned Authority, personally appeared affiant _____, 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 7th day of September, 2018, by Anthony Gregg Pifer, as President of A.G. Pifer Construction Co. Inc. and who:

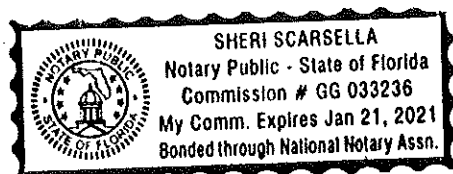
[Notary: Please select one]

☒ 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:



ANTI-COLLUSION STATEMENT BID FORM:

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

NAME OF FIRM: A.G. Pifer Construction Co., Inc.

PRINTED SIGNATURE: Anthony Gregg Pifer, President

TITLE: President

ADDRESS: 3629 Old Deland Road
Daytona Beach

CITY: _____ STATE: FL ZIP CODE: 32124

TELEPHONE: 386-257-4448 FAX: 386-257-5503

COMPLETION TIME: 120 Days

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.

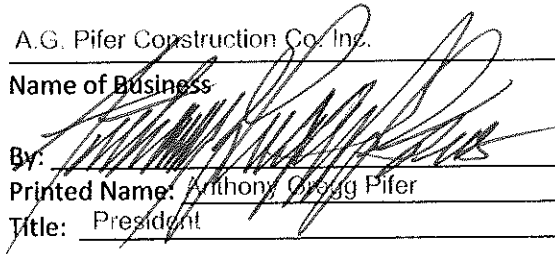
- A. Name of Vendor.
A.G. Pifer Construction Co. Inc.
- B. Permanent main office address.
3629 Old Deland Road, Daytona Beach, FL 32124
- C. Date organized.
12/22/1989
- D. If a corporation, where incorporated.
Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 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 Services
- 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. Basic Construction tools 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 plus.
- O. Give bank reference: Ginger Hakala, Bank of America, Daytona Beach Ph: 386-226-4421
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Can be provided upon bid award.

(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

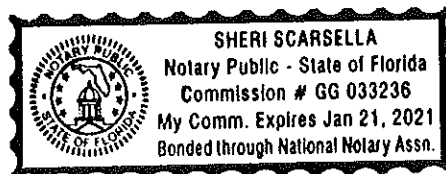
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 7th day of September, 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	7/1/2010	Current	MA Appx 1 Million
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
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
049-18	Musslewhite Addition 3916 Tano Drive Ormond Beach, FL 32174	Pete Musslewhite 3916 Tano Drive Ormond Beach, FL 32174	To Start	Current	\$ 497,210.34
051-18	Coleman Park Phase II 200 E. Blue Springs Avenue Orange City, FL 32763	City of Orange City 205 East Graves Avenue Orange City, FL 32763	To Start	Current	\$ 73,569.26

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 Flag 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
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

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
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 and Other Renovation Projects 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	\$ 287,691.00
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
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

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
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
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
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	1/31/18	\$ 999,519.37
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	2/2/18	\$ 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	2/9/18	\$ 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	1/2/2018	1/24/18	\$ 17,540.00
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	1/24/2018	8/1/18	\$ 223,700.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
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	8/7/18	\$221,005.10

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.

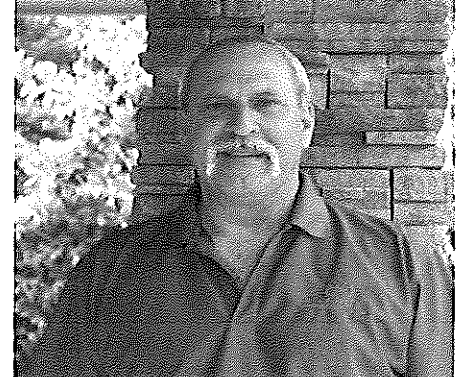
Mr. Pifer's construction career started in 1972, when a friend's father hired him to move drywall to the second floor of his office building in Pittsburgh, PA. He noticed the framing carpenters building walls and decided it would be a great thing to learn more about. He obtained guidance of one of the 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

47 Years Experience in Construction

Tenure with AGP

29 Years with A.G.P.

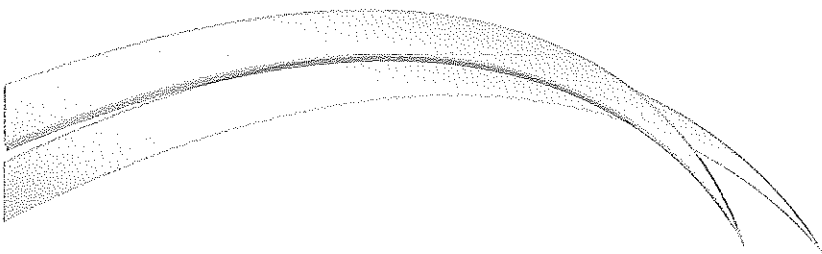
Qualifications

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

14 Years Experience in Construction

Tenure with AGP

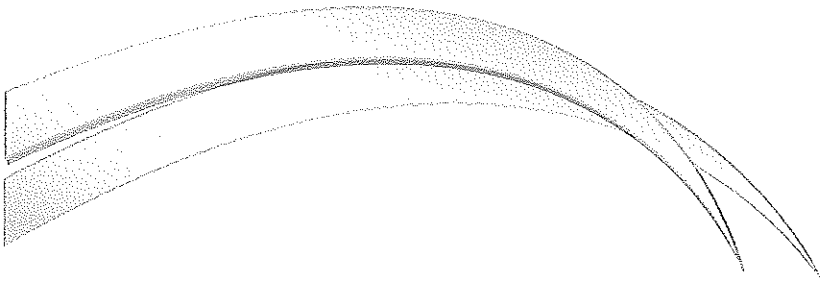
14 Years with A.G.P.

Qualifications

Notary Public, FF130633

Primary Role

Project Manager
Estimator
Superintendent
Site Coordinator
Client Contact



A.G. PIFER CONSTRUCTION CO. INC.

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

19 Years Experience in Construction

Tenure with AGP

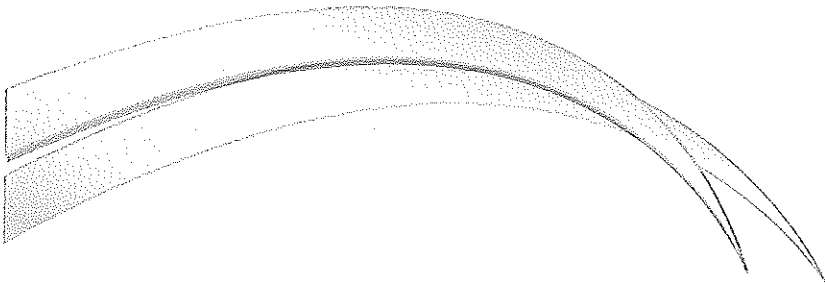
9 Years with A.G.P.

Qualifications

Notary Public, GG033236

Primary Role

Project Coordinator
Office Manager



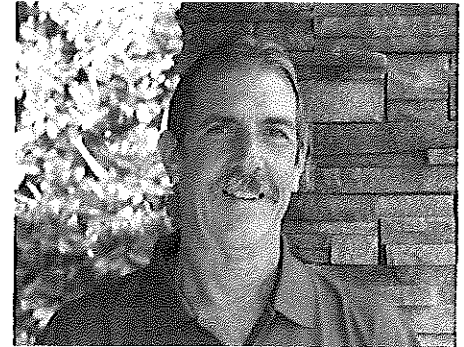
A.G. PIFER CONSTRUCTION CO. INC.

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

56 Years Experience in Construction

Tenure with AGP

15 Years with A.G.P.

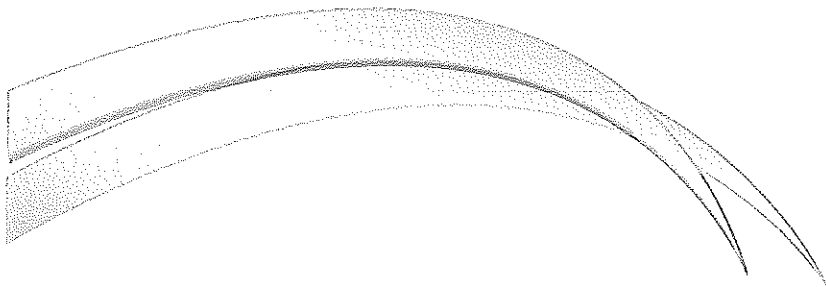
Qualifications

Lead Certified

Jessica Lungford Certified

Primary Role

Senior Superintendent



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: The City of Orange City
Contact Person: David Santiago
City, State: Orange City, FL
Telephone Number: 386-775-5440
Email Address: dsantiago@ourorangecity.com
Description of goods or
Services provided: Multiple Parks & City buildings
Contract Amount: Ranging from \$50k - \$1.1 Million
Start/End Date of Contract: 2016 - Current
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: Multiple projects - current project: Live Oak Cultural Center
Contract Amount: Ranging from \$50k - \$2.5 Million
Start/End Date of Contract: 2006-Current
3. Company Name: Volusia County Schools
Contact Person: Ken Blom
City, State: Volusia County, FL - Daytona Beach
Telephone Number: 386-527-6874
Email Address: kblom@volusia.k12.fl.us
Description of goods or
Services provided: Various projects - current Media Center Retrofit & Group Restroom Renovation
Contract Amount: Ranging from \$50k - \$1.5 Million
Start/End Date of Contract: 2006- Current

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): 18-29

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 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 7th DAY OF September 20 18

My Commission Expires 01/21/2021

Anthony Gregg Pifer 9/7/18
SIGNATURE OF AFFIANT 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

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: R&R Industries, Inc.

Description of Work: Roofing

Percent of Contract Price: 55%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: Colson Corporation

Description of Work: Framing

Percent of Contract Price: 4%

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



**"ATTACHMENT 1" ITB 18-29 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
PUBLIC WORKS ADMINISTRATION BUILDING**

ITB # 18-29

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, President

EMAIL ADDRESS:

agpcon@bellsouth.net

AUTHORIZED SIGNATURE:

ITEM	QTY	DESCRIPTION	PRICE	EXTENDED PRICE
1	LS	REPLACE ROOFING AT THE ADMINISTRATION BUILDING PER SPECIFICATIONS.	\$ 129,660.00	\$ 129,660.00
2		\$500 ALLOWANCE MUST BE INCLUDED TO REMOVE AND REPLACE DAMAGED INSULATION UNDER THE NEW ROOF PANELS AT THE ADMINISTRATION BUILDING.		\$ 500.00
TOTAL BASE BID				\$ 130,160.00
ALTERNATE NO 1. APPLY A LIQUID ELASTOMERIC DECK COATING TO THE NORTH HALF OF THE ADMINSTRATIVE BULIDING SECTION.				\$ 27,000.00
SHALL WARRANTY THE ABOVE ROOFING AND MATERIALS FOR:				2 Year Labor and Watertight Warranty

BID BOND

BID BOND

Bond No.:

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 Road, 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 P. O. 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) 508-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Proposed Bid dollars and (---)/100 (\$ 5%), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated September 7, 2018, for:

Project Name / Bid No.: Public Works Administration Building Roof Replacement-ITB 18-29

Project Address: Port Orange, Florida

Legal Description: See Attached

Description of Work: The reconfiguration and repairs to certain portions of the existing Public Works Administration pre-engineered metal building roof.

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 7th day of September, 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: ACS Pfla Construction Co., Inc.

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

ATTEST:

See attached power of attorney

Signature

Corporate Secretary (Affix Corporate Seal)

SURETY: Westfield Insurance Company

Attorney-in-Fact (signature)

Don Bramlage, Attorney-in-Fact

Name & Title

Don Bramlage, FL Resident Agent

Name of Local Resident Agent

Sanford, FL 32771

City, State, Zip

(407) 330-3990

Telephone:

A.M. Best No.: 002382 NAIC No.: 24112

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.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 7th day of September, 2018, by Don Bramlage who is personally known to me or who produced N/A as identification.



NOTARY PUBLIC - STATE OF

Type or print name: Kelly Phelan

Commission No.: GG 192411

Commission Expires: March 05, 2022

(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.

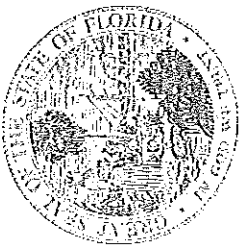
In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 7th day of September, A.D., 2018

BPOAC (0.



By:

Frank Carrino, Secretary



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PIFER, ANTHONY GREGG

A G PIFER CONSTRUCTION CO INC
3629 OLD DELAND RD
DAYTONA BEACH FL 32124-3645

LICENSE NUMBER: CGC040437

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



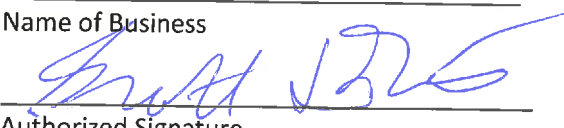
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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
- ☒ Copy of General Contractors License
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Southern Coatings, Inc.
Name of Business

Authorized Signature
9/6/18
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):

Southern Coatings, Inc.

NAME OF BUSINESS

[Signature]

AUTHORIZED SIGNATURE

Scott Biederman

NAME, TITLE, TYPED

59-1205069

FEDERAL IDENTIFICATION #

2241 NW 22nd Street

MAILING ADDRESS

Pompano Beach, Fl. 33069

CITY, STATE & ZIP CODE

954 984 0100 / 954 984 0119

TELEPHONE NUMBER / FAX NUMBER

mklein@southerncoatings.net

E-MAIL ADDRESS

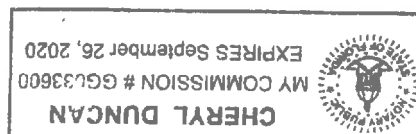
STATE OF Florida COUNTY OF Broward

The foregoing instrument was acknowledged before me this day of 31 August, 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:

[Signature]
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 8/2218 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: [Signature]

Printed Name: Scott Biederman

Title: President

STATE OF Florida
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 31 day of August, 2018, by
Scott Biederman as President of
Southern Coatings Inc and who:
(NAME) (TITLE) (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

STATE OF Florida
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 31 day of August, 2018, by
Scott Biederman as President of
(NAME) (TITLE)
Southern Coatings, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

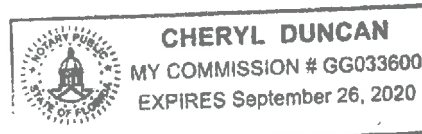
☒ is personally known to me; or

☐ has produced _____ as identification.

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 Southern Coatings, Inc. (name of Offeror or business) is
2241 NW 22nd Street Pompano Beach, FL 33069
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

STATE OF Florida
COUNTY OF Broward

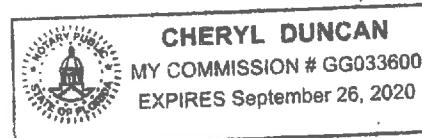
Sworn to (or affirmed) and subscribed before me this 31 day of August, 2018 by
Scott Biederman as President of
Southern Coatings, Inc. and who:

[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

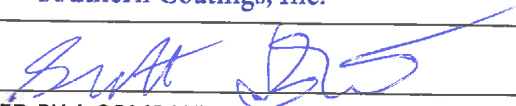
ANTI-COLLUSION STATEMENT BID FORM:

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

ADDRESS: 2241 NW 22nd Street Pompano Beach, Fl.

CITY: Florida STATE: 33069 ZIP CODE:

TELEPHONE: 954 984 0119 FAX:

954 984 0100
COMPLETION TIME: 90 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. 1982
- 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 Submittal Documents
- G. General character of work performed by your company. All Roofing Services
- 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 in work similar to this type of project. 40 Years See Pages 14-17
- M. Background and experience of the principal members of your organization, including the officers. See Pages--3-10
- N. Credit currently available: \$ Over 6 figures
- O. Give bank reference: Wells Fargo Ignacio Batgorria 954 620 5740
- 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

STATE OF Florida

COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 31 day of August, 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--- 29-34
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: Same
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: Same
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: _____ N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____ N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____ N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____ N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____ N/A

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): No

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 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: _____

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



**"ATTACHMENT 1" ITB 18-29 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
PUBLIC WORKS ADMINISTRATION BUILDING**

ITB # 18-29

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 ROOFING AT THE ADMINISTRATION BUILDING PER SPECIFICATIONS.	\$ 187,000.00 -	\$ 187,000.00 -
2		\$500 ALLOWANCE MUST BE INCLUDED TO REMOVE AND REPLACE DAMAGED INSULATION UNDER THE NEW ROOF PANELS AT THE ADMINISTRATION BUILDING.		\$ 500.00
TOTAL BASE BID				\$ 187,500.00
ALTERNATE NO 1. APPLY A LIQUID ELASTOMERIC DECK COATING TO THE NORTH HALF OF THE ADMINSTRATIVE BULIDING SECTION.				\$ 63,000.00 -
SHALL WARRANTY THE ABOVE ROOFING AND MATERIALS FOR:				5 Yrs.

This document must be completed and returned with your Submittal

Contracts on Hand

SCHEDULE OF UNCOMPLETED WORK (ALL WORK-BONDED & UNBONDED- IF COST PLUS, PLEASE INDICATE)										
NAME OF CONTRACTOR: <u>Southern Coatings, Inc</u>		AS OF <u>8/ 25 /2018</u>								
OBLIGEE-PERSON TO CONTACT - PHONE		STARTING DATE	COMPLETION DATE	Bonded	Un-bonded	CONTRACT PRICE (Including Approved Change Orders)	Contractors Est. Cost When Bid (Including Cost of Approved Change Orders)	Total Billed to Date Including Retainages (Explain Any Dispute Items)	TOTAL COST TO DATE	TOTAL REVISED ESTIMATED COST TO COMPLETE
OBLIGEE: <u>Mier Benzaken</u> Project Name: <u>Lauderdale Market</u> Phone: <u>954 605 2549</u>		3/20/17	10/18	N		\$1.4M	\$900,000.00	\$897,543.00	\$727,858.00	\$1.4 M
OBLIGEE: <u>City of New Smyrna</u> Project Name: <u>Utilities Buildings</u> Phone: <u>386 424 3045</u>		6/9/18	9/18	Y		\$220,000.00	\$143,000.00	\$132,568.00	\$69,335.00	\$220,000.00
OBLIGEE: <u>Capri Elite Holdings</u> Project Name: <u>Coral Gables Garage</u> Phone: <u>305 232 3919</u>		Granada/20	9/18	N		\$246,000.00	\$169,546.00	\$166,385.00	\$98,385	\$246,000.00
OBLIGEE: _____ Project Name: _____ Phone: _____										
OBLIGEE: _____ Project Name: _____ Phone: _____										
OBLIGEE: _____ Project Name: _____ Phone: _____										
OBLIGEE: _____ Project Name: _____ Phone: _____										
TOTALS										

SIGNATURE X Mark Klein

TITLE: Account Director

REMARKS: Contracts on Hand

ATTACH ADDITIONAL SHEETS IF NECESSARY



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SCHWERDT, RAUL A

RAS BUILDING COMMISSIONING AND RESTORATION, LLC
374 ANSIN BLVD
HALLANDALE FL 33009

LICENSE NUMBER: CGC059535

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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CITY OF PORT ORANGE

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

ADDENDUM NO. # 1

August 22, 2018

ITB #18-29 PUBLIC WORKS ADMINISTRATION BUILDING 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 07-26-18 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

1. Are the Gutter regular 6-inch K Gutters?

Answer: Yes.

2. On what parts of the project will we need an engineer to sign off on?

Answer: The over-roof area.

3. Do we list the Tremco Specs and a letter from their manufacturer when we are comparing our product substitute?

Answer: Yes

4. Are you saying you want to use Tremco?

Answer: Tremco is the basis of design. Please see item 61 "Name Brands" in Standard Terms and conditions.

5. What are the working hours?

Answer: 7am -5pm.

6. Is there any landscaping?

Answer: No.

7. What is the engineers budget?

Answer: Not available.

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

END OF ADDENDUM NO. # 1

RE: Port Orange Public Works

LC

Linster, Kris C. <KLinster@wtiservices.com>

Yesterday, 4:06 PM

Linster, Kris C. <KLinster@wtiservices.com>; Dana Smith <DSmith@dj>

👍 ↻ Reply all | ▼

Inbox

Solargard Acrythane.pdf

595 KB



▼ Show all 1 attachments (595 KB) Download Save to OneDrive - SOUTHERN COATINGS

Good afternoon,

To achieve the semi-gloss finish desired on this project, we will need to apply 1 coat of 6083 at 1.5 gallons per 100 SF and then 2 coats of Acrythane at ½ gallon per 100 SF per coat rather than doing 2 coats of 6083. Please see the attached data sheet and the pricing listed below for the Solargard Acrythane product:

Solargard Acrythane - \$510.25/5 Gallons

Stay dry,

Kristophor C. Linster, P.E., **LEED AP BD+C**, CDT, RRO, CEI
Professional Engineer

"ALPHAGUARD THAT ROOF!!"

TREMCO

Architectural Specialist



Founder

E: klinster@wtiservices.com

P: (904)-588-3057

From: Linster, Kris C.

Sent: Thursday, August 23, 2018 3:39 PM

To: KLinster@wtiservices.com

Subject: Port Orange Public Works

Good afternoon,

Please see attached drawings noting Solargard 6083 as the Basis of Design for the metal panel coating.
Please see below for pricing on 6083 and detailing sealant:

Solargard 6083 - \$257.40/5 Gallons

TremSeal Pro - \$301.05/Case (30, 10.5 oz. tubes per case)

Please review and let me know what questions or comments you have.

Best regards,

Kristophor C. Linster, P.E., LEED AP BD+C, CDT, RRO, CEI
Professional Engineer

"ALPHAGUARD THAT ROOF!!"

TREMCO

Architectural Specialist



Founder

E: klinster@wtiservices.com

P: (904)-588-3057

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SOLARGARD® ACRYTHANE

1410700005P -
5 gallon pail
1410700001C -
1 gallon can

Water-based acrylic urethane protective roof paint

Description

SOLARGARD ACRYTHANE is a single component, water-based, acrylic urethane roof paint formulated to provide industrial performance with low VOC, and no odor. SOLARGARD ACRYTHANE is a protective roof paint that can be directly applied to specified substrates.

Uses

SOLARGARD ACRYTHANE is designed for direct-to-metal application. It can be used for exterior applications on aluminum, galvanized steel, and steel, in addition to Tremco's acrylic coatings line which includes SOLARGARD HY-BUILD, ICE Coating, and SOLARGARD 6083.

Advantages

SOLARGARD ACRYTHANE provides an alternative to two component products due to ease of application and maximum performance. Ideal for low VOC and other areas where odor can pose a problem. Provides excellent corrosion, humidity, and UV resistance as well as a rapid drying time. Helps minimize the formation of salts or frosting on acrylic coatings.

Limitations

Application temperature shall be above 50°F. Protect from freezing. Not intended for use in areas subject to vehicular traffic or where water continuously ponds. Do not apply when rain is imminent. Do not apply direct to Kynar metal finishes.

Preparation

All surfaces are to be free of dirt, grease, oil, loose paint, loose rust, excess chalk, and other foreign matter, which could prevent proper adhesion. This is best accomplished using a high-pressure power wash of at least 2,000 psi. A surface cleaner shall be used to remove all grease or oily deposits. Smooth, hard, or glossy finishes should be scarified by sanding to create a surface profile. Allow surface to completely dry.

If metal panel finish is Kynar 500 or the roof/wall was previously coated, please contact the Republic Technical Department for surface preparation recommendations.

Application

Refer to application specifications for additional information.

Previously Coated: SOLARGARD ACRYTHANE can be applied to surfaces in sound and good condition, which were previously coated with ICE Coating, SOLARGARD HY-BUILD, or SOLARGARD 6083.

Metal: Scrape, wire brush, power wash, or power tool clean to remove loose rust, scale, and deteriorated coatings. Abrasive blast to a minimum Commercial Grade for more severe exposures. Prime all rust using SOLARGARD RST PRIMER WB.

Two coats of primer are required on abrasive blasted surfaces, and in some applications on welds.

If metal panel finish is Kynar 500, please contact the Technical Department for surface preparation recommendations.

Apply two coats of SOLARGARD ACRYTHANE. Spray application is recommended.

TECHNICAL DATA

Pencil Hardness (ASTM D 3363)	2B
Conical Flexibility (ASTM D 522)	180° on 1/2" Mandrel
Cyclic Prohesion (ASTM D 5894, 2 cycles, 672 hours)	
Blistering	10 per ASTM D 714
Corrosion	10 per ASTM D 1654
Rusting	10 per ASTM D 610
Impact Resistance (ASTM D 2794)	100 lbs.
Gloss @ 60° (ASTM D 523)	40% - 50%
Accelerated Weathering (% gloss retention - ASTM D 4587)	91%
Crosshatch Adhesion (ASTM D 3359-87)	5A
Salt Spray Resistance (ASTM D B117, CRS, 30 day cure)	>800 hours
Hiding Power	Excellent
	1850 sq. ft./9 wet mils
Weight per Gallon	10.9 ± 0.2 lbs.
Solids by Weight	55% ± 1%
Solids by Volume	40% ± 1%
Viscosity	85-90 KUs
Recommended Dry Film Thickness	2.4 - 3.2 mils per coat
Wet Film to Achieve DFT	6 - 8 mils per coat
Practical Coverage @ Recommended DFT	200 - 250 sq ft/gal per coat
Dry Time	30 minutes to touch Min. 4 hours to recoat
Flashpoint	>212° F
Clean Up	Soap and Water

COVERAGE

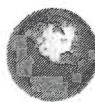
Porosity, texture of surface, and specified dry-film thickness will dictate coverage. Coverage rates are as follows:

1 gal./200 - 250 sq. ft. 6 - 8 wet mils per coat

Do not exceed 8 wet mils in any one coat.

Two coats required.

See SOLARGARD ACRYTHANE specifications for additional information.



REPUBLIC
RESTORATION SYSTEMS

TREMCO

SOLARGARD® ACRYTHANE

Equipment Recommendation

For additional information, refer to SOLARGARD ACRYTHANE Specifications.

Brush: Spray application is recommended. A good quality synthetic bristle brush can be used.

Air-Atomized Spray:

Method	Fluid Tip	Fluid Delivery	Atomizing Pressure
Pressure	.055-.070	12-16 oz/min	40-60 psi
Siphon	.055-.070	12-16 oz/min	40-60 psi
HVLP	.043-.070	12-16 oz/min	10 psi at tip

*Air cap for highest pressure

Airless Spray:

Fluid Pressure	Fluid Tip	Filler Mesh
2000-3000 psi	0.013-0.017	100

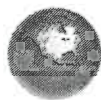
Clean-Up: Soap and water immediately after use.

Maintenance

It is recommended that the coating application be checked on a regular schedule with additional inspections after the system has been exposed to severe conditions. Recoating or small area touch up can be made at any time by following recommended application procedures.

Technical Services

Technical advice or service on suitability of material for specific application and end-use requirements is available from the manufacturer. Refer to label and Material Safety Data Sheet (MSDS) for precautionary information.



REPUBLIC
RESTORATION SYSTEMS
TREMCO

Tremco Incorporated

3735 Green Road, Beachwood, OH 44122

U.S.: 800-551-7081

50 Beth Neilson Drive, Toronto, Ontario M4H 1M6

CA: 800-668-9879

www.tremcoroofing.com

SOLARGARD is a U.S. registered trademark of Republic Powdered Metals, Inc.

The information provided on this data sheet is effective as of January 2014 and supersedes all previous data concerning this product and its application.

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BID BOND

Bond No.: 72072757

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 151 N. Franklin, 17th Fl., Chicago, IL 60606, 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 (5%) percent of the amount bid dollars and ()/100 (\$ 5%), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated September 7, 2018, for:

Project Name / Bid No.:

Public Works Administration Building Roof Replacement; ITB #18-29

Project Address:

Legal Description: See Attached

Description of Work:

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 7th day of September, 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

Witness

Attorney-in-Fact (signature)
Odalis Cabrera, Attorney-in-Fact
Name & Title
Security Bond Associates, Inc.
Name of Local Resident Agent
10131 SW 40th St, Miami, FL 33165-3947
City, State, Zip
305-552-5414
Telephone:
A.M. Best No. A (Excellent) NAIC No. : 13188

Signature
Corporate Secretary (Affix Corporate Seal)



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 Fort Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 7th day of September, 2018 by Odalis Cabrera who is personally known to me or who produced Personally Known as identification.

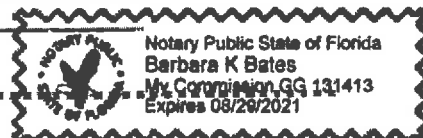
NOTARY PUBLIC - STATE OF

Type or print name: Barbara K. Bates

Commission No.

Commission Expires:

(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. 72072757

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. 72072757 is not issued on or before midnight of December 7, 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 7th day of September, 2018.

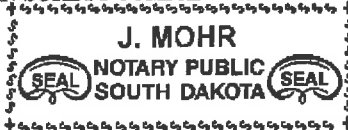


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 7th day of September, 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.



J. Mohr

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 7th day of September, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

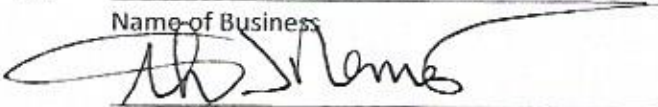
SECTION 7 – REQUIRED FORMS

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
- ☒ Copy of General Contractors License
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: TED NEMETZ LLC. DBA NEMETZ ROOFING

Name of Business



Authorized Signature

08/28/2017

Date

This document must be completed and returned with your Submittal



**"ATTACHMENT 1" ITB 18-29 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
PUBLIC WORKS ADMINISTRATION BUILDING**

ITB # 18-29

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., DBA NEMETZ ROOFING

CONTACT PERSON:

TED NEMETZ

EMAIL ADDRESS:

INFO@ATLANTIC-GUTTERS.COM

AUTHORIZED SIGNATURE:

ITEM	QTY	DESCRIPTION	PRICE	EXTENDED PRICE
1	LS	REPLACE ROOFING AT THE ADMINISTRATION BUILDING PER SPECIFICATIONS.	\$ 43,086.40 -	\$ 43,086.40 -
2		\$500 ALLOWANCE MUST BE INCLUDED TO REMOVE AND REPLACE DAMAGED INSULATION UNDER THE NEW ROOF PANELS AT THE ADMINISTRATION BUILDING.		\$ 500.00
TOTAL BASE BID				\$ 43,086.40
ALTERNATE NO 1. APPLY A LIQUID ELASTOMERIC DECK COATING TO THE NORTH HALF OF THE ADMINSTRATIVE BULIDING SECTION.				\$ 3,451.00 -
SHALL WARRANTY THE ABOVE ROOFING AND MATERIALS FOR:				5-YEARS

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. DBA NEMETZ ROOFING

NAME OF BUSINESS

AUTHORIZED SIGNATURE

OWNER

NAME, TITLE, TYPED

81-2039681

FEDERAL IDENTIFICATION #

STATE OF FLORIDA COUNTY OF VOLUSIA

1819 LINDBERGH LANE

MAILING ADDRESS

PORT ORANGE, FL 32128

CITY, STATE & ZIP CODE

(386) 366-4300

TELEPHONE NUMBER / FAX NUMBER

INFO@ATLANTIC-GUTTERS.COM

E-MAIL ADDRESS

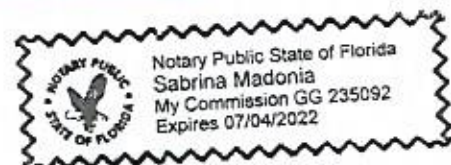
The foregoing instrument was acknowledged before me this day of AUGUST 28, 2018 by TED NEMETZ, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 7/4/22

Sabrina Madonia

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."

TED NEMETZ LLC. DBA NEMETZ ROOFING

Name of Business

By: _____

Printed Name: **TED NEMETZ**

Title: **OWNER**

STATE OF **FLORIDA**
COUNTY OF **VOLUSIA**

Sworn to (or affirmed) and subscribed before me this **28** day of **AUGUST**, 20**18**, by
Theodore Nemetz, as **Owner** of

Ted Nemetz LLC DBA Nemetz Roofing and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[Notary: Please select one]

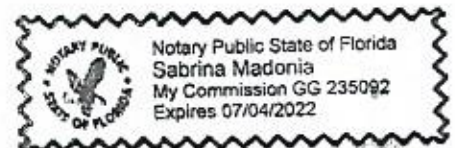
☒ is personally known to me; or

☐ has produced _____ as identification.

Sabrina Madonia
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 DBA NEMETZ ROOFING

Name of Business

By: [Signature]

Printed Name: TED NEMETZ

Title: OWNER

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to (or, affirmed) and subscribed before me this 28 day of AUGUST, 2018, by

Theodore Nemetz, as Owner

(NAME)

(TITLE)

Ted Nemetz DBA Nemetz Roofing and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

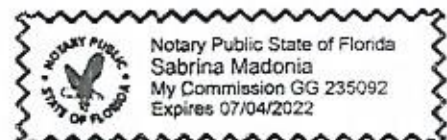
☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

[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 TED NEMETZ, who, being by me first duly sworn, made the following statement:

1. The business address of 1819 LINDBERGH LANE, PO, FL 32128 (name of Offeror or business) is TED NEMETZ LLC. DBA, NEMETZ ROOFING.
2. My relationship to NEMETZ ROOFING (name of Offeror or business) is OWNER (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. DBA, NEMETZ ROOFING

Name of Business _____

By: Theodore Nemetz

Printed Name: TED NEMETZ

Title: OWNER

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 28 day of AUGUST, 2018, by Theodore Nemetz, as owner of Ted Nemetz LLC DBA Nemetz Roofing and who:

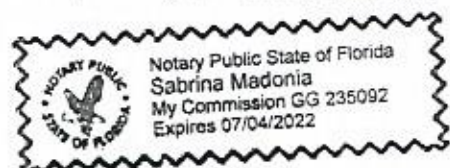
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

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



FORM 7.6 – ANTI-COLLUSION FORM

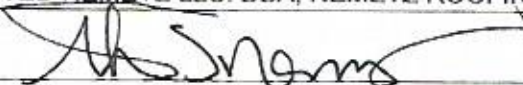
ANTI-COLLUSION STATEMENT BID FORM:

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. DBA, NEMETZ ROOFING

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

PRINTED SIGNATURE: TED NEMETZ

TITLE: OWNER

ADDRESS: 1819 LINDBERGH LANE

CITY: POSTATE: FLORIDA ZIP CODE: 32128

TELEPHONE: X FAX: 386-423-8484

COMPLETION TIME: WITHIN 4 WEEKS OF START

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. TED NEMETZ LLC. DBA NEMETZ ROOFING
- B. Permanent main office address. 1819 LINDBERGH LANE., PORT ORANGE, FL 32128
- C. Date organized. 03/29/2016
- 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? 30-MONTHS
- 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. WELL RESPECTED
- 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. BOUCHELLE ISLAND BUILDINGS, SEVERAL COMMERCIAL BUILDINGS WITHIN VOLUSIA AND FLAGLER COUNTY
- K. List your major equipment currently owned or leased. VEHICLES AND EQUIPMENT EST VALUE \$500,000
- L. Experience in work similar to this type of project. PERSONAL EXP 20-YEARS
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ 100,000
- O. Give bank reference: BANK OF AMERICA PORT ORANGE BRANCH
- 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.

TED NEMETZ LLC. DBA, NEMETZ ROOFING
Name of Business

By: [Signature]
Printed Name: TED NEMETZ
Title: OWNER

STATE OF FLORIDA
COUNTY OF VOLUSIA

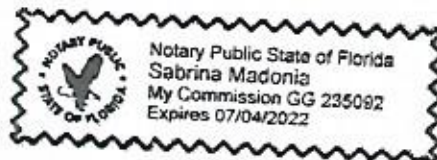
Sworn to (or affirmed) and subscribed before me this 28 day of AUGUST, 2018, by
Theodore Nemetz, as Owner
of Ted Nemetz LLC DBA Nemetz Roofing and who:

[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: FOUR SEASONS ROOFING
Contact Person: MARIO SANCHEZ
City, State: PORT ORANGE, FL 32128
Telephone Number: 386-366-3979
Email Address: FOURSEASONSROOFINGLLC@GMAIL.COM
Description of goods or
Services provided: SUB CONTRACTED LARGE COMMERCIAL ROOFS TO TED NEMETZ LLC
Contract Amount: \$92,000
Start/End Date of Contract: FEB 2017 TO MAY 2017
2. Company Name: KARLA BAUMAN OWNER K.L.G.B.
Contact Person: KARLA BAUMANN
City, State: NEW SMYRNA BEACH FL
Telephone Number: 386-405-3312
Email Address: KSCOPA@AOL.COM
Description of goods or
Services provided: PROVIDED RE-ROOF SERVICES WITH GUTTERS AND SOFFITS
Contract Amount: \$200,000 PLUS
Start/End Date of Contract: HAS PERFORMED THIS WORK FOR KLGB FOR SEVERAL 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: HAVE WORKED WITH CHARLES WAYNE PROPERTIES FOR 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 EMPLOYEED WITH TED NEMETZ LLC AS 941 EMPLOYEES

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., DBA, NEMETZ ROOFING

CONTACT PERSON/TITLE: TED NEMETZ

MAILING ADDRESS: 1819 LINDBURGH LANE

CITY-STATE-ZIP: PORT ORANGE, FL 32128

Length of Time at Address Provided: 3-YR

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): 81-2039681

BUSINESS 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.

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Sabrina Madonia

SIGNATURE OF NOTARY PUBLIC

THIS 28th DAY OF August 2018

My Commission Expires: 7/4/22

Theodore Nemetz

SIGNATURE OF AFFIANT

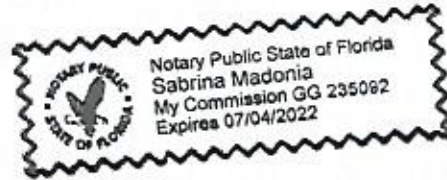
DATE

Theodore Nemetz Owner

PRINTED NAME OF AFFIANT / TITLE

Ted Nemetz LLC DBA Nemetz Roofing
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No. 63785540

KNOW ALL MEN BY THESE PRESENTS that Ted Nemetz, LLC as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1819 Lindbergh Lane Tel.: 386-423-8484 (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 PO Box 5077, Sioux Falls, SD 57117 Tel.: 800-331-6053 (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) 508-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Four thousand three hundred and nine dollars and (NO)/100 (\$ 4,309.00), 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 September 5, 2018, for:

Project Name / Bid No.: Replace Roofing at the Public Works Administration Building

Project Address: City of Port Orange, 407 Virginia Ave, Port Orange, FL 32127

Legal Description: See Attached

Description of Work: Replace Roofing

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.

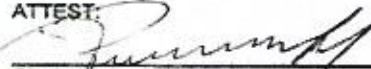
IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its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

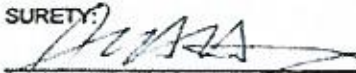
Corporate Officer & Title

ATTEST:


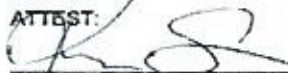
Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:


Attorney-in-Fact (signature)
John Honey, President
Name & Title
3731 Nava Rd. Port Orange, FL 32129
Name of Local Resident Agent
Port Orange, FL 32129
City, State, Zip
(386) 7147-3101
Telephone:
A.M. Best No.: 000114 NAIC No.: 13188

ATTEST:


Signature
Catherine H. H. H.
Corporate Secretary (Affix Corporate Seal)

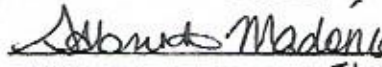
STATE OF Florida
COUNTY OF Volusia

Before me this day personally appeared Theodore Nemetz (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Ted Nemetz LLC (corporate surety) and that this person has been authorized by _____ (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 28th day of August 2018, by Theodore Nemetz who is personally known to me or who produced _____ as identification.





NOTARY PUBLIC - STATE OF Florida
Type or print name: Sabrina Madonia
Commission No.: GG 235092
Commission Expires: 7/4/22
(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. 63785540

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 John Howard Hosey

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: Ted Nemetz, LLC

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. 63785540 is not issued on or before midnight of December 4, 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 5th day of September, 2018.

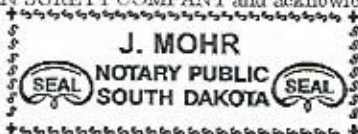


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 5th day of September, 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.



J. Mohr

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 5th day of September, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CARIDE, JOSE ANTONIO JR

ATLANTIC SEAMLESS GUTTERS
1819 LINDBERGH LANE
PORT ORANGE FL 32128

LICENSE NUMBER: CBC1252702

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Wiggins, Julia

From: Battaglia, David
Sent: Tuesday, September 18, 2018 11:11 AM
To: Wiggins, Julia
Subject: FW: ITB #18-29 PUBLIC WORKS ADMINISTRATION BUILDING ROOF REPLACEMENT

Regards,

David Battaglia
Purchasing Agent
City of Port Orange
Finance Department
1000 City Center Circle
Port Orange, FL 32129
386-506-5704 Phone
386-506-5711 Fax
dbattaglia@port-orange.org
www.port-orange.org



From: Dana Smith <DSmith@djdesigninc.com>
Sent: Thursday, September 13, 2018 10:21 AM
To: Battaglia, David <dbattaglia@port-orange.org>; Flagg, Frank <fflagg@port-orange.org>; Abbate, Barbara <babbate@port-orange.org>; Stevens, Lynn <lstevens@port-orange.org>; Buttrum, James <jbuttrum@port-orange.org>; Cockcroft, Kynah <Kcockcroft@port-orange.org>
Cc: Roberts, Margaret <mroberts@port-orange.org>
Subject: RE: ITB #18-29 PUBLIC WORKS ADMINISTRATION BUILDING ROOF REPLACEMENT

David,

As I noted in an earlier e-mail (9.10.18) to Margaret Roberts, Nemetz's bid is too far out of the norm from the other two bids to be considered realistic. It obviously missed some crucial costs that, if the contract were awarded under those conditions, would likely result in numerous claims against the City. I recommend that the contract be awarded to the next lowest bidder.

Thanks,

Dana M. Smith, Architect
Principal

DJdesign Services, Inc.
913 North Nova Road, Holly Hill FL 32117
(386) 255-6987 office
<http://www.djdesigninc.com>

From: Battaglia, David <dbattaglia@port-orange.org>
Sent: Thursday, September 13, 2018 9:44 AM

To: Dana Smith <DSmith@djdesigninc.com>; Abbate, Barbara <babbate@port-orange.org>; Stevens, Lynn <lstevens@port-orange.org>; Buttrum, James <jbuttrum@port-orange.org>
Cc: Roberts, Margaret <mroberts@port-orange.org>
Subject: ITB #18-29 PUBLIC WORKS ADMINISTRATION BUILDING ROOF REPLACEMENT

Good morning Dana, I am deeming Ted Nemetz Non-Responsive and would like a statement from you as the architect of record that the job cannot be properly done for this amount.

Julia will be compiling the list of inconsistencies in Section 7 that I named in previous findings along with Franks reference follow up for the council agenda. As much as some of these can be viewed by the Council as Waiver of Informalities. There's no getting around missing forms, a bid number that does not even cover materials or falsification of experience. Had the addendum that Ted Nemetz failed to acknowledge contained additional footage of roofing that alone would have made him non-responsive. Remember We have language in our ITB that Awards to the most Responsive Responsible Lowest bidder and I do not find Responsible or Responsive in this bid.

Julia, please make changes per your budget on whether you're including the alternate. PDF and I will post to DemandStar. After it is posted, If Ted Nemetz wants a debrief please direct him to me.

1. 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.

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.

Regards,

David Battaglia
Purchasing Agent
City of Port Orange
Finance Department
1000 City Center Circle
Port Orange, FL 32129
386-506-5704 Phone
386-506-5711 Fax
dbattaglia@port-orange.org
www.port-orange.org



CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID PUBLIC WORKS ADMINISTRATION BUILDING ROOF REPLACEMENT ITB #18-29



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: July 26, 2018

Bid Due Date and Time: September 7, 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 #18-29 PUBLIC WORKS ADMINISTRATION BUILDING ROOF REPLACEMENT

Notice is hereby given that the City of Port Orange is soliciting bids for **ITB #18-29 PUBLIC WORKS ADMINISTRATION BUILDING 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 September 7, 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 August 9, 2018, and August 14, 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 from general contractors for the reconfiguration and repairs to certain portions of the existing Public Works Administration pre-engineered metal building roof.*

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 in the subject line. Last day for questions will be **August 21, 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.

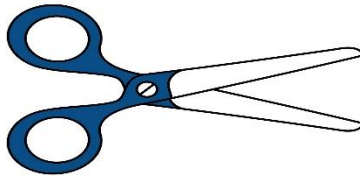
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original 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 #18-29 PUBLIC WORKS ADMINISTRATION BUILDING ROOF REPLACEMENT."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **July 26, 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 #18-29 _____
BID TITLE:	PUBLIC WORKS ADMINISTRATION BUILDING ROOF REPLACEMENT _____
DUE DATE/TIME:	September 7, 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 general contractors for the provision of reconfiguration and repairs to certain portions of the existing Public Works Administration pre-engineered metal building roof.

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, to including one original copy in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:July 26, 2018
Mandatory Pre-Bid Conference Aug 9, 2018 at 10:00 A.M.
Mandatory Pre-Bid Conference Aug 14, 2018 at 10:00 A.M.
Deadline for Questions:August 21, 2018 by 5:00 P.M.
Final Addendum Posting:August 28, 2018 by 5:00 P.M.
Bids Due:September 7, 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 at **10:00 A.M.** (local time) **on August 9, 2018, and August 14, 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.

QUESTIONS REGARDING THIS ITB:

All questions shall reference #18-29 PUBLIC WORKS ADMINISTRATION BUILDING 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 a commercial general contractor and 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 City of Port Orange is soliciting sealed Bids from general contractors for the reconfiguration and repairs to certain portions of the existing Public Works Administration pre-engineered metal building roof.

SCOPE OF WORK:

1. Construct the new roofing transition between the administrative section and the maintenance section, replace roof panels on both the East and West Sides of the transition from the peak to the overhang, (including new gutters in specific locations noted in the plans) with the P.E.M.B. (Pre-Engineered Metal Building) sub-structure and new galvalume roof panels. Included in that amount should be a \$500.00 allowance for replacement of damaged insulation.
2. Alternate No.1 Apply a liquid elastomeric deck coating to the North half of the administrative section.
3. All work will be coordinated with Bobby Bryant Public Works “Maintenance Foreman.”
4. The contractor will be responsible for quantity takeoffs and all field dimensions.
5. Working hours are Monday through Friday 7:00 A.M. to 5:00 P.M.
6. Nonsmoking building: Smoking is not permitted within the building or within 25 ft. of the entrance, windows, or outdoor intakes.
7. Use of the Site: Limit use of the site to work in the area indicated.
8. 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.
9. All drawings and specifications are attached as separate documents.
10. **The 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
- _____ Copy of General Contractors License
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

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

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

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

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

(Form 7.10 – 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 18-29 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
PUBLIC WORKS ADMINISTRATION BUILDING**

ITB # 18-29

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 ROOFING AT THE ADMINISTRATION BUILDING PER SPECIFICATIONS.	\$ -	\$ -
2		\$500 ALLOWANCE MUST BE INCLUDED TO REMOVE AND REPLACE DAMAGED INSULATION UNDER THE NEW ROOF PANELS AT THE ADMINISTRATION BUILDING.		\$ 500.00
TOTAL BASE BID				\$
ALTERNATE NO 1. APPLY A LIQUID ELASTOMERIC DECK COATING TO THE NORTH HALF OF THE ADMINSTRATIVE BULIDING SECTION.				\$ -
SHALL WARRANTY THE ABOVE ROOFING AND MATERIALS 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.

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction 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 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 OF PORT ORANGE

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

ADDENDUM NO. # 1

August 22, 2018

ITB #18-29 PUBLIC WORKS ADMINISTRATION BUILDING 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 07-26-18 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

1. Are the Gutter regular 6-inch K Gutters?

Answer: Yes.

2. On what parts of the project will we need an engineer to sign off on?

Answer: The over-roof area.

3. Do we list the Tremco Specs and a letter from their manufacturer when we are comparing our product substitute?

Answer: Yes

4. Are you saying you want to use Tremco?

Answer: Tremco is the basis of design. Please see item 61 "Name Brands" in Standard Terms and conditions.

5. What are the working hours?

Answer: 7am -5pm.

6. Is there any landscaping?

Answer: No.

7. What is the engineers budget?

Answer: Not available.

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

END OF ADDENDUM NO. # 1



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: Yes

SUBJECT: (B8) Resolution No. 18-46 - Ratifying and Accepting \$98,579.00 for 2018-2019 Victims of Crime Act (VOCA) Grant

DEPARTMENT: Finance

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 18-46 ratifying and accepting grant funds from the State of Florida in the amount of \$98,579.00 for the Victim of Crime Act (VOCA) Grant program.

SUMMARY: The Police Department has been awarded \$98,579.00 from the Victims of Crime Act (VOCA) Grant program. The 2018-2019 funding cycle will continue to assist victims of crime. The grant program requires a City match of \$24,644.86. Matching funds are included in the approved FY 2019 Police Department budget salary line.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-46	Reso. No. 18-46 .pdf
2.	Award Letter VOCA 2018_2019	Award Letter VOCA 2018_2019.pdf

Amanda Lasecki
Thomas Grimaldi
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/07/2018
Approved - 09/07/2018
Approved - 09/11/2018
Approved - 09/21/2018
Approved - 09/22/2018
Final Approval - 09/24/2018

RESOLUTION NO. 18-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RATIFYING THE APPLICATION FOR AND AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE THE ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF FLORIDA IN THE AMOUNT OF \$98,579.00 FOR THE VICTIMS OF CRIME ACT (VOCA) GRANT PROGRAM; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Port Orange Police Department has been awarded \$98,579.00 from the State of Florida Department of Legal Affairs Office of the Attorney General to assist victims of crime; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The Mayor and City Clerk of the City of Port Orange hereby ratify the application for and authorize acceptance of the grant funds from the State of Florida award of the Victims of Crime Act grant in the amount of \$98,579.00.

Section 2. The Mayor and City Clerk are hereby authorized to execute all documents between the City of Port Orange and the State of Florida necessary to implement this Resolution.

Section 3. The City shall provide matching funds of \$24,644.86 for this grant program.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2018-2019
Organization: Port Orange Police Department
Grant No.: VOCA-2018-Port Orange Police Depart-00066
Award Letter

September 03, 2018

Chief Thomas R. Grimaldi
Chief of Police
4545 Clyde Morris Boulevard
Port Orange, Florida 32129-4062

Dear Chief Thomas R. Grimaldi, Chief of Police:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that Port Orange Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2018-2019 funding cycle in the amount of \$98,579.00.

Our staff has worked diligently to determine how best to distribute the available VOCA grant funding while maintaining mandatory federal grant distribution guidelines and mission critical services. These considerations and your agency's commitment to providing services to crime victims in your community were the key factors used in making our decision.

Reimbursement is contingent upon resolving all items noted on the Technical Review Results Form .

Please contact the Bureau of Advocacy and Grants Management at (850) 414-3380 or Contact.Voca@myfloridalegal.com with any questions on this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

Emery A. Gainey,
Director



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: No

SUBJECT: (B9) Approval of Foster Settlement

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve the Mediation Settlement Agreement.

SUMMARY: Foster allegedly sustained injury during an altercation at the City's Amphitheater. Mediation was held on September 19, 2018, where the party reached a settlement. Foster will be required to execute a release in favor of the City as part of the Settlement Agreement. The City's insurer will pay the entire settlement amount.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Mediation Settlement Agreement	Mediation Settlement Agreement.pdf
----	--------------------------------	------------------------------------

Robin Fenwick
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 09/20/2018
Approved - 09/20/2018
Approved - 09/22/2018
Final Approval - 09/24/2018

MEDIATION SETTLEMENT AGREEMENT

The undersigned parties agree to the settlement of all claims by and on behalf of

Troy J Foster
against City of Port Orange

for injuries and damages sustained by Troy J Foster

in and accident/incident occurring on 8/19/15

and to the dismissal of the pending lawsuit with prejudice upon the following terms:

1. City of Port Orange

shall pay the sum of \$ 2500⁰⁰ in full and final settlement of all claims by and on

behalf of Troy J Foster

Troy J Foster

shall execute a complete release of City of Port Orange

and shall hold them harmless from any and all outstanding

bills and/or liens.

2. The cost of mediation shall be paid by parties equally

3. This settlement is subject to approval
of city council of City of Port Orange, to
be accomplished at earliest opportunity.

Executed this 19th day of September, 2018

[Signature]

Slack C. Sernas, Esq.
Counsel for Plaintiff

Troy Foster
Troy Foster

[Signature]

Council - City of Port Orange



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: Yes

SUBJECT: (B10) Approval to Submit Grant Applications for Transport Start Up Equipment

DEPARTMENT: Fire/Rescue Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve submission of grant applications for transport start up equipment.

SUMMARY: The Fire Department Staff and Grants Manager are requesting permission to apply for two grant opportunities to assist with funding a portion of the equipment needed to outfit the transport unit. These funds would assist with costs related to the patient cot and the retention, restraint, and loading system.

The Florida Department of Health (FDOH) Emergency Medical Services Matching Grant would pay for 75% of the costs. The Firehouse Subs Public Safety Foundation Grant would help offset the 25% match required by the FDOH Grant.

Funding for this purchase is already within the FY19 General Fund budget and staff is attempting to reduce the impact on the General Fund by seeking these grant opportunities.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	FDOH EMS Grant Application Template	FDOH EMS Grant Application Template.doc
2.	Firehouse Subs Public Safety Foundation Grant Application Template	Firehouse Subs Public Safety Foundation Grant Application Template.pdf

Robin Fenwick
Ken Fustin
Amanda Lasecki
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/17/2018
Approved - 09/17/2018
Approved - 09/17/2018
Approved - 09/24/2018
Approved - 09/24/2018
Approved - 09/24/2018
Final Approval - 09/24/2018

Applicant Information

Special note: Section 401.111, Florida Statutes, requires the state to assist private nonprofit youth athletic organizations that work in conjunction with local EMS, with costs for automated external defibrillators. We encourage grant requests to accomplish this and ask EMS organizations to encourage this type of grant application.

Optional: In your application package cover letter, you may request to be, or recommend a person to be, a reviewer of matching grant applications.

Request for Grant Fund Distribution Page: This is the last page of the grant application. You must complete the top part of the form and state EMS staff will complete the bottom portion. The address on this form **must** match exactly the address on file for your organization in the state MyFloridaMarketplace (MFMP) system. Failure to use the appropriate address may result in delayed processing of an award.

Ask a staff member of your organization who does cash transactions with the state for the organization name to use on the Distribution Form, the address, and 9-digit federal ID plus its 3-digit sequence code.

If needed, you may contact MFMP customer service at 1-866-352-3776, Monday to Friday, 8 a.m. to 6 p.m., or by email. MyFloridaMarketPlace@dms.myflorida.com

Number of pages: Each application must be no more than 15 one sided pages, including the form and all content. However, you may submit a one-page cover letter and letters of recommendation. These letters will not count against the total page limit. Please note, reviewers are not required to read anything over 15 one sided pages.

Fastening. If you send a paper application, do not use a booklet cover. Simply staple the application in the upper left corner.



EMS MATCHING GRANT APPLICATION

**FLORIDA DEPARTMENT OF HEALTH
Emergency Medical Services Program**

Complete all items unless instructed differently within the application

Type of Grant Requested: ☐ Rural ☐ Matching

ID. Code (The State Bureau of EMS will assign the ID Code – (leave this blank) _____)

1. **Organization Name:**

2. **Grant Signer:** (The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application)

Name:

Position Title:

Address:

City:

State: Florida

Telephone:

E-Mail Address:

County:

Zip Code:

Fax Number:

3. **Contact Person:** (The individual with direct knowledge of the project on a day-to-day basis and responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same.)

Name:

Position Title:

Address:

City:

State: Florida

Telephone:

E-Mail Address:

County:

Zip Code:

Fax Number:

4. Legal Status of Applicant Organization (Check only one response):

- (1) ☐ Private Not for Profit [Attach documentation-501 (3) ©]
(2) ☐ Private for Profit
(3) ☐ City/Municipality/Town/Village
(4) ☐ County
(5) ☐ State
(6) ☐ Other (specify): _____

5. Federal Tax ID Number (Nine Digit Number). VF _____

6. EMS License Number: _____ Type: ☐Transport ☐Non-transport ☐Both

7. Number of permitted vehicles by type: _____ BLS; _____ ALS Transport; _____ ALS non-transport.

8. Type of Service (check one): ☐ Rescue; ☐ Fire; ☐ Third Service (County or City Government, nonfire); ☐ Air ambulance; ☐ Fixed wing; ☐ Rotowing; ☐ Both; ☐ Other (specify) _____.

9. Medical Director of licensed EMS provider: If this project is approved, I agree by signing below that I will affirm my authority and responsibility for the use of all medical equipment and/or the provision of all continuing EMS education in this project. **[No signature is needed if medical equipment and professional EMS education are not in this project.]**

Signature: _____ Date: _____

Print/Type: Name of Director _____

FL Med. Lic. No. _____

Note: All organizations that are not licensed EMS providers must obtain the signature of the medical director of the licensed EMS provider responsible for EMS services in their area of operation for projects that involve medical equipment and/or continuing EMS education.

If your activity is a research or evaluation project, omit Items 10, 11, 12, 13, and skip to Item Number 14. Otherwise, proceed to Item 10 and the following items.

10. Justification Summary: Provide on no more than three one sided, double spaced pages a summary addressing this project, covering each topic listed below.

- A) Problem description (Provide a narrative of the problem or need);
- B) Present situation (Describe how the situation is being handled now);
- C) The proposed solution (Present your proposed solution);
- D) Consequences if not funded (Explain what will happen if this project is not funded);
- E) The geographic area to be addressed (Provide a narrative description of the geographic area);
- F) The proposed time frames (Provide a list of the time frame(s) for completing this project);
- G) Data Sources (Provide a complete description of data source(s) you cite);
- H) Statement attesting that the proposal is not a duplication of a previous effort (State that this project doesn't duplicate what you've done on other grant projects under this grant program).

Next, only complete one of the following: Items 11, 12, or 13. Read all three and then select and complete the one that pertains the most to the preceding Justification Summary. Note that on all three, that before-after differences for emergency victim data are the highest scoring items on the Matching Grants Evaluation Worksheet used by reviewers to evaluate your application form.

11. Outcome For Projects That Provide or Effect Direct Services To Emergency Victims: This may include vehicles, medical and rescue equipment, communications, navigation, dispatch, and all other things that impact upon on-site treatment, rescue, and benefit of emergency victims at the emergency scene. Use no more than two additional one sided, double-spaced pages for your response. Include the following.

- A) Quantify what the situation has been in the most recent 12 months for which you have data (include the dates). The strongest data will include numbers of deaths and injuries during this time.
- B) In the 12 months after this project's resources are on-line, estimate what the numbers you provided under the preceding "(A)" should become.
- C) Justify and explain how you derived the numbers in (A) and (B), above.
- D) What other outcome of this project do you expect? Be quantitative and explain the derivation of your figures.
- E) How does this integrate into your agency's five-year plan?

12. Outcome For Training Projects: This includes training of all types for the public, first responders, law enforcement personnel, EMS and other healthcare staff. Use no more than two additional one sided, double-spaced pages for your response. Include the following:

- A) How many people received the training this project proposes in the most recent 12-month time period for which you have data (include the dates).
- B) How many people do you estimate will successfully complete this training in the 12 months after training begins?
- C) If this training is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the training and project what the data should be in the 12 months after the training.
- D) Explain the derivation of all figures.
- E) How does this integrate into your agency's five-year plan?

13. Outcome For Other Projects: This includes quality assurance, management, administrative, and other. Provide numeric data in your responses, if possible, that bear directly upon the project and emergency victim deaths, injuries, and/or other data. Use no more than two additional one sided, double-spaced pages for your response. Include the following.

- A) What has the situation been in the most recent 12 months for which you have data (include the dates)?
- B) What will the situation be in the 12 months after the project services are on-line?
- C) If this project is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the project and what the data should be in the 12 months after the project.
- D) Explain the derivation of all numbers.
- E) How does this integrate into your agency's five-year plan?

Skip Item 14 and go to Item 15, unless your project is research and evaluation and you have not completed the preceding Justification Summary and one outcome item.

14. Research and Evaluation Justification Summary, and Outcome: You may use no more than three additional one sided, double spaced pages for this item.

- A) Justify the need for this project as it relates to EMS.
- B) Identify (1) location and (2) population to which this research pertains.
- C) Among population identified in 14(B) above, specify a past time frame, and provide the number of deaths, injuries, or other adverse conditions during this time that you estimate the practical application of this research will reduce (or positive effect that it will increase).
- D) (1) Provide the expected numeric change when the anticipated findings of this project are placed into practical use.
(2) Explain the basis for your estimates.
- E) State your hypothesis.
- F) Provide the method and design for this project.
- G) Attach any questionnaires or involved documents that will be used.
- H) If human or other living subjects are involved in this research, provide documentation that you will comply with all applicable federal and state laws regarding research subjects.
- I) Describe how you will collect and analyze the data.

ALL APPLICANTS MUST COMPLETE ITEM 15.

15. Statutory Considerations and Criteria: The following are based on s. 401.113(2)(b) and 401.117, F.S. Use no more than one additional double spaced page to complete this item. Write N/A for those things in this section that do not pertain to this project. Respond to all others.

Justify that this project will:

- A) Serve the requirements of the population upon which it will impact.
- B) Enable emergency vehicles and their staff to conform to state standards established by law or rule of the department.
- C) Enable the vehicles of your organization to contain at least the minimum equipment and supplies as required by law, rule or regulation of the department.
- D) Enable the vehicles of your organization to have, at a minimum, a direct communications linkup with the operating base and hospital designated as the primary receiving facility.
- E) Enable your organization to improve or expand the provision of:
 - 1) EMS services on a county, multi county, or area wide basis.
 - 2) Single EMS provider or coordinated methods of delivering services.
 - 3) Coordination of all EMS communication links, with police, fire, emergency vehicles, and other related services.

16. Work activities and time frames: Indicate the major activities for completing the project (use only the space provided). Be reasonable, most projects cannot be completed in less than six months and if it is a communications project, it will take about a year. Also, if you are purchasing certain makes of ambulances, it takes at least nine months for them to be delivered after the bid is let.

Work Activity	Number of Months After Grant Starts	
	Begin	End

17. County Governments: If this application is being submitted by a county agency, describe in the space below why this request cannot be paid for out of funds awarded under the state EMS county grant program. Include in the explanation why any unspent county grant funds, which are now in your county accounts, cannot be allocated in whole or part for the costs herein.

18. <u>Budget:</u>		
Salaries and Benefits: For each position title, provide the amount of salary per hour, FICA per hour, fringe benefits, and the total number of hours.	Costs	Justification: Provide a brief justification why each of the positions and the numbers of hours are necessary for this project.
TOTAL:	<u>\$ 0.00</u>	Right click on 0.00 then left click on "Update Field" to calculate Total

Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature, <u>excluding</u> expenditures classified as operating capital outlay (see next category).	Costs: List the price and source(s) of the price identified.	Justification: Justify why each of the expense items and quantities are necessary to this project.
TOTAL:	<u>\$ 0.00</u>	Right click on 0.00 then left click on "Update Field" to calculate Total

19. Certification:	
My signature below certifies the following.	
I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and on any attachments, are true, correct, complete, and made in good faith.	
I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by the Florida Bureau of EMS. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening by the Florida Bureau of EMS.	
I accept that in the best interests of the State, the Florida Bureau of EMS reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received, and can exercise that right.	
I, the undersigned, understand and accept that the Notice of Matching Grant Awards will be advertised in the <i>Florida Administrative Weekly</i> , and that 21 days after this advertisement is published I waive any right to challenge or protest the awards pursuant to Chapter 120, F.S.	
I certify that the cash match will be expended between the beginning and ending dates of the grant and will be used in strict accordance with the content of the application and approved budget for the activities identified. In addition, the budget shall not exceed, the department, approved funds for those activities identified in the notification letter. No funds count towards satisfying this grant if the funds were also used to satisfy a matching requirement of another state grant. All cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this grant.	
Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept the attached grant terms and conditions and acknowledge this by signing below.	
Signature of Authorized Grant Signer (Individual Identified in Item 2)	_____ MM / DD / YY

DH FORM 1767 [2013]

THE TOP PART OF THE FOLLOWING PAGE MUST ALSO BE COMPLETED AND SIGNED.

**FLORIDA DEPARTMENT OF HEALTH
EMS GRANT PROGRAM**

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:

Name of Agency: _____

Mailing Address: _____

Federal Identification Number _____

Authorized Agency Official: _____
Signature Date

Type Name and Title

Sign and return this page with your application to:

*DOH Bureau of Emergency Medical Oversight
EMS Section, Grants Unit
4052 Bald Cypress Way, Bin A-22
Tallahassee, Florida 32399-1722*

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

Grant Amount For State To Pay: _____ Grant ID Code: _____

Approved By: _____
Signature of State EMS Grant Officer Date

State Fiscal Year: 2017 - 2018

<u>Organization Code</u>	<u>E.O.</u>	<u>OCA</u>	<u>Object Code</u>	<u>Category</u>
64-61-70-30-000	03	SF003	750000	059999

Federal Tax ID: VF _____

Grant Beginning Date: _____ Grant Ending Date: _____

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.



Firehouse Subs Public Safety Foundation
Grant Application

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.
Congratulations! Your organization has met Firehouse Subs Public Safety Foundation's pre-qualification criteria to be considered for a grant.
STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.

Thank you for your interest in Firehouse Subs Public Safety Foundation, where we are committed to giving back to communities by supporting first responders and public safety organizations with life-saving equipment and funding resources.

Grants are considered on a quarterly basis by the Foundation's Board of Directors, and ALL applicants will be notified of a decision regarding their application within six weeks of the close of the grant deadline.

PLEASE APPLY EARLY

Due to the large number of applications, technical assistance is available at foundation@firehousesubs.com until two weeks before the deadline. Any inquiries received after that time will not be addressed until the next grant cycle.

PLEASE:

- **DO NOT** send email inquiries to the Firehouse Subs Care Center or through the Firehouse Subs EMS survey.
- **DO NOT** phone the Firehouse Subs main office or Firehouse Subs restaurants with grant inquiries.

The grant process is a partnership. We greatly appreciate your cooperation and compliance.

**A PRINTABLE COPY OF THE APPLICATION FORM CAN BE DOWNLOADED HERE.
THE PDF IS AVAILABLE AS A REFERENCE FOR YOUR CONVENIENCE, IT IS NOT MEANT TO BE SUBMITTED.**

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

APPLICATION GUIDELINES AND REQUIRED ATTACHMENTS

STOP HERE & PRINT THIS PAGE.

You will not be able to return to this page.

Please prepare the following attachments before you continue. We cannot consider your application if any of the required information is missing.

- **Background/History**

- Brief history of your department or organization, and how this grant will benefit your community

- **Vendor Equipment Quote**

Online quotes will not be accepted. You must provide an official vendor quote with the following information to be grant eligible. Submitted quotes **MUST** meet the requirements below, please read carefully

- Must be dated within six months of the application deadline
- Vendor sales representative first and last name & contact information (email and/or phone number) must be included
- Must contain the name & *physical* address of your organization, and a contact person
- Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting
- Include sales tax if applicable
- Include an estimated freight charge if applicable
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote
- Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the submitted quote

Note: When requesting a quote from your vendor, we recommend sharing our quote requirements with the sales representative and making them aware the quote is for a Firehouse Subs Public Safety Foundation grant application.

- **Most Recent Financial Information**

Your financials must be no more than two years old, and ~~include both revenue and expenses~~ meet the requirements below. One of the following options must be submitted.

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

- **Equipment Inventory**

- Please include a list of apparatus such as vehicles and other major equipment. The lists we receive vary in length depending on the size of the department.

For more details, please reference the **FREQUENTLY ASKED QUESTIONS & TIPS** on the next page.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

FREQUENTLY ASKED QUESTIONS & TIPS

STOP HERE & PRINT THIS PAGE.

You will not be able to return to this page.

Please Apply Early.

Technical assistance is available through foundation@firehousesubs.com until two weeks prior to the grant deadline. Please **do not** contact area restaurants or Firehouse Subs Care center with grants questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the life-saving capabilities, and the lives of local heroes and their communities. This is accomplished by providing life-saving equipment and prevention education tools first responders and public safety organizations. Requests such as event sponsorships, exercise equipment, and family support services are not supported by our Foundation.

Is this grant only available for Fire Departments?

No. Law enforcement, EMS, public safety organizations, non-profits and schools are encouraged to apply for lifesaving equipment.

What are the most common reasons a grant application is marked incomplete?

- Online quotes are not permissible
- Organization must be a registered non-profit
- Quote does not match the dollar amount or quantity requested in the grant application
- Quote is missing pertinent vendor and/or applicant contact information
- Quote includes item(s) that are not being requested in the grant
- Attachments are uploaded that don't pertain to the grant
- Attachments are missing
- Attachments that are not saved as .doc, .pdf, .jpeg or .xlsx
- Financials are outdated or do not include both revenues and expenses
- Alternate contact information is missing

Can an individual apply for a fire school or police academy scholarship?

No, however, the Foundation may partner with accredited schools for scholarship programs for individuals pursuing or advancing their career in the public safety sector.

Is the Firehouse Subs Public Safety Foundation grant a matching grant?

There are no matching funds involved in our organization's grants program.

If my request is more or less than \$20,000 will it be denied?

\$15,000-\$25,000 is a guideline.

What financial information should we provide?

We look for a balance of funds and financial stability. Your financials must include both revenue and expenses and meet the requirements listed below. One of the following options must be submitted:

- o A recent - within one month - Balance Sheet which consists of Assets and Liabilities

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

- o A recent - within one month - Profit & Loss Statement also called an Income Statement
- o A current year annual budget showing projected income and expenses
- o A previous year audit or 990 – If your organization is funded by a local government, you may only have a budget for your department. Please submit the local government's audited financials, along with your specific department's budget if this is the case. These are often available on your city's website.

What is needed for the required vendor quote attachment?

Online quotes will NOT be accepted. You must provide an official vendor quote with the following information to be grant eligible. Submitted quotes MUST meet the requirements below, please read carefully:

- o Must be dated within six months of the application deadline
- o Vendor sales representative first and last name & contact information (email and/or phone number) must be included
- o Must contain the name & *physical* address of your organization, and a contact person
- o Must contain *only* the item(s) pertaining to your grant request
- o The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting
- o Include sales tax if applicable
- o Include an estimated freight charge if applicable
- o The cost of maintenance plans and extended warranties are not permissible
- o Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within the submitted quote
- o Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the submitted quote

Note: When requesting a quote from your vendor, we recommend sharing our quote requirements with the sales representative and making them aware the quote is for a Firehouse Subs Public Safety Foundation grant application.

What inventory information should I provide?

Please include a list of apparatus such as vehicles, special equipment and other major equipment. The inventory list will vary according to the size and type of department.

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?

Our Foundation mainly focuses its resources in areas served by Firehouse Subs restaurants. We recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60 mile guideline.

When can we expect to find out if our grant has been approved or denied?

ALL applicants will be notified of a decision regarding their application within six weeks of the close of the grant deadline. Please do not contact restaurants or the Firehouse Subs Care Center with questions regarding your grant. For technical assistance or questions other than grant status, email foundation@firehousesubs.com. We offer technical assistance until two weeks before the grant deadline.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?

As per our guidelines, Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns or tasers.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Are there items that your Foundation does not support?

All requests must fall within our Foundation's funding guidelines which can be found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors at this time include power load systems, exercise equipment, radar detectors and use of force equipment.

Does the Foundation accept requests for partial funding?

The Foundation does consider request for partial funding, however, the balance of funds must already be secured and outlined within your grant request. We recommend including a note about the project and the secured funding as part of your organization's background/history attachment.

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

ACCOUNT REGISTRATION

Applicant First Name _____ Last Name _____

Title _____

Email: _____

*Please note, this information cannot be edited once submitted.

APPLICANT and DEPARTMENT INFORMATION

Firehouse Subs Public Safety Foundation Grant Application

Organization/Department: _____

Department Tax ID # (xx-xxxxxxx): _____

Mailing Address 1: _____

Mailing Address 2: _____

City, State & Zip Code: _____

Shipping Address: _____

Organization Phone Number: _____

Organization Phone Ext: _____

Alternate Contact Name: (must be different from applicant name) _____

Alternate Contact Phone Number: (must be different from applicant phone number) _____

Alternate Contact Ext: _____

Alternate Contact Email Address: (must be different from applicant email) _____

Communities Served: _____

Population: _____

Number of Runs/Calls for Service per Year (for fire, EMS and police only): _____

Local Approval Pre-Qualifications (Select the option that applies to your department/organization)

- ☐ As required by our community, this request has been presented and approved by our local government as part of our process when applying for external funding.
- ☐ Our jurisdiction requires approval from local officials once the award is granted.
- ☐ Our jurisdiction does not require pre-approval from local officials.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

APPLICATION REQUEST INFORMATION

Please select the type of grant you are requesting:

☒ **Equipment Donation/Prevention Education Items**

☐ **Scholarships/Continuing Education**

- Please note, our Foundation only reviews scholarship/continuing education grants connected with accredited schools
- For all-terrain wheelchair grant applications, email foundation@firehousesubs.com to request a paper all-terrain wheelchair grant application, and please title the email All-Terrain Wheelchair Grant Request

Equipment Donation/Prevention Education Items

The Foundation will determine the procurement method if your grant is approved. The equipment purchase will be implemented in one of two ways:

1) The Foundation Team will purchase the requested equipment on your behalf, and the vendor will ship it directly to your organization. Upon delivery, you must email a *signed & dated* copy of the packing slip to the Foundation.

OR

2) You will receive a Memo of Understanding from the Foundation. Once it is signed by both parties, you will receive a check to make your purchase according to the vendor quote. After you receive your equipment, you must email *signed and dated* copies of all invoices to the Foundation within one week of delivery.

What Equipment are you requesting? Please include the quantity of each item. _____

What is the TOTAL cost of the equipment? (including sales tax and shipping, where applicable) _____

☐ I understand that in order to be considered for funding, the total dollar amount and equipment quantities listed on the submitted quote must match the total above.

Has your department applied for this specific request in the past and been denied?

_____ Yes _____ No

If yes, how many times, prior to this application, has this request been submitted? _____

Briefly explain how the equipment will benefit your community and your department.

This would have a direct impact on more than _____ children and _____ senior citizens in our community. (For prevention education items.)

SCHOLARSHIPS/CONTINUED EDUCATION REQUESTS

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Please note:

Our Foundation only reviews scholarships/continuing education grants connected with accredited schools.

For all-terrain wheelchair grant applications, please email foundation@firehousesubs.com to request a paper All-Terrain Wheelchair Grant Request.

If you are requesting funds for scholarships or continued education:

How do you plan to use the funds requested? _____

What is the amount of funding you are requesting? _____

Has your department applied for this specific request in the past and been denied?

_____ Yes _____ No

If yes, how many times, prior to this application, has this request been submitted? _____

Please provide a detailed description of how the funding will assist your department:

What positive effects will the funds specifically have? Please use statistics when possible.

COMMUNITY IMPACT

Have you unsuccessfully reached out to the city for funds to purchase the equipment?

Was there a particular instance where a life would have been positively impacted if you would have had the equipment available?

What positive effects will the funds specifically have? Please use statistics when possible.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

FIREHOUSE SUBS RELATIONSHIP

Address of Firehouse Subs location nearest you:

How far is this location from your department? _____ Miles

How did you hear about our organization? _____

Has your department received funding from Firehouse Subs Public Safety Foundation in the past two years?

This information will be verified, if submitted incorrectly it will result in an automatic denial. ☒ Yes ☐ No

It is strongly recommended and greatly appreciated that your organization acknowledges the donation by displaying our Foundation logo on donated items/equipment whenever possible. Please note that the artwork will need to be approved by our Foundation team before being displayed.

If approved for funding we may facilitate a media presentation/press event at a local Firehouse Subs restaurant to demonstrate the equipment and acknowledge the donation. It may take up to a year depending on location and donation delivery timeframe. In the meantime, we ask that any immediate media announcements regarding the grant award be approved by the Foundation.

By applying, you grant Firehouse Subs Public Safety Foundation (the “Foundation”) permission to use your organization’s name and identifying trademarks in connection with this application and in connection with the Foundation’s solicitations for support.

Initial Acceptance

PIO (Public Information Officer) Name: _____

(If you do not have a PIO, please list a contact for event planning and publicity. This individual will need to be readily available by email and phone.)

PIO e-mail: _____ PIO phone number: _____

FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION
PRINT/VIDEO RELEASE

Applicant First and Last Name: _____

Applicant Organization: _____

Date: _____

The undersigned representing the organization listed above, and its members, hereby grants Firehouse Subs Public Safety Foundation, Inc., Firehouse Restaurant Group, Inc. (including its subsidiaries and affiliates) and its officers, directors, nominees, designees, successors, and assigns (hereinafter called "Producer"), permission to use, sell, assign, convey, reproduce, copyright, and publish images or visual likenesses, names, and/or voices ("Personal Information") in any motion picture, videotape, photograph, sound or other recording, and/or other media for commercial, informational, educational, advertising, or promotional purposes.

I hereby waive any right that I may have to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied.

I hereby release, discharge, and agree to hold harmless Producer from any liability of any nature or description by virtue of any use whatsoever of my Personal Information, whether intentional or otherwise, including but not limited to any change that may occur or be produced in the taking of said pictures or images or in the recording of any sound, or in any processing in connection with the completion of the finished product.



I Accept the Terms of the Agreement



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: Yes

SUBJECT: (B11) Approval of an "After the fact" Historic Tree Removal Permit for 713 Kristina Court

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the "After the fact" Historic Tree Removal Permit for 713 Kristina Court

SUMMARY: The Community Development Department received a tree removal permit application for a 38" Live Oak that was removed without a permit. The permit application was submitted "After the fact" because of Code Enforcement action.

The remaining tree stump is in the front yard on the north side of the driveway. The stump is irregularly shaped with evidence of decay in the center of the trunk (see attachment).

Removal of this tree makes the lot deficient in the number of required trees. According to the LDC, four (4) shade trees are required with a minimum of two (2) shade trees in the front yard. In accordance with the LDC, the remaining Norfolk Island Pine counts as one shade tree and the remaining Cabbage Palm counts as half of a shade tree, therefore one replacement tree is required.

Staff recommends approval of the after the fact tree removal permit conditioned on the planting of one replacement tree.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	713 Kristina Court Photos	713 Kristina Court Photos.pdf
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Briana Conlan-King
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 09/14/2018
Approved - 09/17/2018
Approved - 09/18/2018
Final Approval - 09/18/2018



Figure 1 STUMP OF HISTORIC TREE REMOVED. EVIDENCE OF DECAY IS VISIBLE IN THE CENTER OF THE TRUNK



Figure 2 VIEW SHOWING STUMP AND ABSENCE OF TREES ON THE NORTH SIDE OF DRIVEWAY.



Figure 3 VIEW OF THE REMAINING TREES ON THE OPPOSITE SIDE OF THE DRIVEWAY.

“After the fact” Historic Tree Removal Permit – 713 Kristina Court

**The Golf Club at Cypress Head
Course Cash Flow Report
August 31, 2018**

	<u>August</u>	<u>YTD</u>
EBITDA	(\$34,922.87)	\$72,330.28
Management Fee Expense	(5,827.11)	(69,239.79)
Depreciation & Amortization	<u>(95.53)</u>	<u>(1,050.83)</u>
Net Income	(40,845.51)	2,039.66
Working Capital Changes		
Inventory	1,155.91	6,374.98
Receivables	(206,162.91)	(119,202.15)
Payables	4,216.89	(1,661.34)
Due to from the City	(147.95)	470.86
Prepays	(67.70)	183.67
Accrued Liabilities	16,926.50	(6,175.92)
Other Liabilities	201,296.65	2,326.67
Depreciation & Amortization	<u>95.53</u>	<u>1,050.83</u>
Operating Cash Flow	(23,532.59)	(114,592.74)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(23,532.59)</u>	<u>(114,592.74)</u>
Beginning Cash	123,859.64	214,919.79
Net Cash Flows	<u>(23,532.59)</u>	<u>(114,592.74)</u>
Ending Cash	<u>100,327.05</u>	<u>100,327.05</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Eleven Months Ending August 31, 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	57,131	1,080,200	1,146,664	94%	55,842	1,042,428	1,180,861	88%
Merchandise	4,982	59,492	63,915	93%	3,941	64,463	59,537	108%
Other Pro Shop	970	13,461	13,751	98%	300	14,133	11,927	118%
Range	1,853	33,420	35,853	93%	1,606	33,004	36,706	90%
Food and Beverage	0	0	15,788		0	121,455	146,600	83%
Other Operating Revenues	2,171	36,925	39,356	94%	2,000	34,538	39,944	86%
TOTAL REVENUE	67,108	1,223,497	1,315,327	93%	63,690	1,310,021	1,475,576	89%
COST OF SALES								
Merchandise	2,925	34,987	37,436	93%	2,315	38,742	38,699	100%
Food & Beverage	0	0	6,042		0	55,573	53,858	103%
TOTAL COGS	2,925	34,987	43,478	80%	2,315	94,315	92,557	102%
COGS - Merchandise %	58.7%	58.8%	58.6%	100.4%	58.7%	60.1%	65.0%	92.5%
COGS - Food %			38.3%			45.8%	36.7%	124.7%
PAYROLL								
Course and Grounds	20,400	314,670	341,675	92%	24,814	261,848	375,767	70%
Carts, Range, Starters, Etc.	6,849	80,724	86,435	93%	6,132	79,511	99,348	80%
Pro Shop	3,187	40,614	42,904	95%	4,465	51,412	52,439	98%
Food and Beverage	0	0	9,850		0	81,967	74,205	110%
General and Administrative	11,548	121,612	133,923	91%	12,027	128,604	152,526	84%
Marketing	3,996	46,032	49,654	93%	4,144	47,132	49,611	95%
TOTAL PAYROLL	45,979	603,652	664,441	91%	51,583	650,473	803,897	81%
OPERATING EXPENSES								
Course and Grounds	21,599	234,063	252,335	93%	23,310	183,527	280,678	65%
Carts, Range, Starters, Etc.	6,505	74,091	80,327	92%	6,162	75,580	83,934	90%
Pro Shop	55	5,765	6,324	91%	0	6,324	7,954	80%
Food and Beverage	0	0	1,413		0	17,884	18,372	97%
General and Administrative	15,392	195,718	210,751	93%	13,717	191,391	209,750	91%
Marketing	1,022	19,145	22,941	83%	1,526	18,197	30,260	60%
TOTAL OPERATING EXPENSES	44,574	528,782	574,091	92%	44,715	492,903	630,948	78%
TOTAL EXPENSES	93,478	1,167,420	1,282,010	91%	98,613	1,237,691	1,527,402	81%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(62,841)	(69,411)	91%	(5,827)	(69,240)	(73,696)	94%
Depreciation & Amortization	(154)	(1,688)	(1,146)	147%	(96)	(1,051)	(4,572)	23%
TOTAL OTHER INCOME (EXPENSE)	(5,866)	(64,529)	(70,557)	91%	(5,923)	(70,291)	(78,268)	90%
NET INCOME	(32,237)	(8,452)	(37,241)	23%	(40,846)	2,040	(130,094)	-2%
Paid Rounds	1,975	34,614	36,904	7%	1,892	33,367	37,150	90%
Annual Pass Rounds	496	7,624	8,095	8%	454	6,472	8,542	76%
Other Rounds	181	2,551	2,719	7%	180	2,360	2,924	81%
Total Rounds	2,652	44,789	47,718	7%	2,526	42,199	48,615	87%
Revenue/Paid Rounds	33.98	35.35	35.64	94%	33.66	39.26	39.72	99%
Revenue/Total Rounds	25.30	27.32	27.56	91%	25.21	31.04	30.35	102%

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2018

	<u>08/31/18</u>	<u>09/30/17</u>	<u>08/31/17</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	66,962	191,390	54,417
Cash - Payroll	31,921	21,980	22,924
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	595	700	700
Total Cash	<u>100,327</u>	<u>214,920</u>	<u>78,891</u>
Accounts Receivable			
A/R Member	217,859	98,657	3,213
Total Accounts Receivable	<u>217,859</u>	<u>98,657</u>	<u>3,213</u>
Other Current Assets			
Inventory - Merchandise	15,007	13,394	15,261
Inventory - Food & Beverage	0	7,988	1,116
Prepaid Insurance	16,017	21,005	11,915
Prepaid Exp - Other	10,862	3,059	7,356
Total Other Current Assets	<u>41,887</u>	<u>45,445</u>	<u>35,647</u>
TOTAL CURRENT ASSETS	<u>360,073</u>	<u>359,022</u>	<u>117,752</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	(26,434)	(25,383)	(25,924)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>9,714</u>	<u>10,765</u>	<u>10,224</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	0	3,000	0
TOTAL OTHER ASSETS	<u>0</u>	<u>3,000</u>	<u>0</u>
TOTAL ASSETS	<u><u>369,787</u></u>	<u><u>372,787</u></u>	<u><u>127,975</u></u>

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2018

	<u>08/31/18</u>	<u>09/30/17</u>	<u>08/31/17</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	22,917	24,579	15,428
Accts Pay - Other	22,056	21,585	33,541
Accrued Expenses	3,337	4,190	1,062
Accrued Payroll	24,989	28,213	22,777
Accrued Taxes	17,189	13,317	3,234
Accrued Interest	0	5,971	0
Deferred Revenue	277,261	274,935	60,386
TOTAL CURRENT LIABILITIES	<u>367,749</u>	<u>372,789</u>	<u>136,429</u>
 TOTAL LIABILITIES	 <u>367,749</u>	 <u>372,789</u>	 <u>136,429</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>2,038</u>	<u>(1)</u>	<u>(8,453)</u>
Net Retained Earnings	<u>2,038</u>	<u>(1)</u>	<u>(8,453)</u>
Stockholders Equity	<u>2,038</u>	<u>(1)</u>	<u>(8,453)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>2,038</u>	<u>(1)</u>	<u>(8,453)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>369,787</u></u>	 <u><u>372,787</u></u>	 <u><u>127,975</u></u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended August 31, 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	(20,911)	(16,423)	(4,773)	(34,923)	0	72,330
Management Fee Expense	(6,684)	(6,684)	(6,684)	(6,684)	(6,684)	(6,684)	(5,827)	(5,827)	(5,827)	(5,827)	(5,827)	0	(69,240)
Depreciation & Amortization	(154)	(154)	(154)	79	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	(1,051)
Net Income	(29,109)	5,779	(1,678)	4,425	46,879	45,488	30,976	(26,833)	(22,345)	(10,695)	(40,846)	0	2,040
Working Capital Changes													
Inventory	(5,003)	(788)	1,160	(1,566)	2,731	6,752	3,555	(1,548)	1,046	(1,120)	1,156	0	6,375
Receivables	92,946	(3,309)	8,030	(52)	(269)	(550)	(705)	1,585	(9,619)	(1,096)	(206,163)	0	(119,202)
Prepaid Expenses	5,498	4,924	(5,997)	5,169	5,169	(10,030)	4,756	5,212	(15,488)	437	(56)	0	184
Payables	2,568	3,075	(15,439)	2,596	8,267	(9,088)	6,871	4,768	15,204	(24,699)	4,217	0	(1,661)
Due to from the City	319	0	245	(114)	(146)	316	(151)	(212)	430	(67)	(148)	0	471
Accrued Expenses	(24,223)	(2,164)	1,918	5,361	9,488	4,515	(6,612)	(19,566)	5,689	2,491	16,927	0	(6,176)
Deferred Revenues	(51,870)	(9,383)	(11,204)	(16,429)	(20,927)	(19,323)	(17,389)	(17,825)	(16,829)	(17,791)	201,297	0	2,327
Depreciation & Amortization	154	154	154	(79)	96	96	96	96	96	96	96	0	1,051
Operating Cash Flow	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	21,398	(54,323)	(41,818)	(52,445)	(23,533)	0	(114,593)
Investing Activities													
Financing Activities													
Net Cash Flows	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	21,398	(54,323)	(41,818)	(52,445)	(23,533)	0	(114,593)
Beginning Cash	214,920	206,199	204,487	182,275	181,586	232,873	251,047	272,446	218,122	176,305	123,860	100,327	2,364,445
Net Cash Flows	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	21,398	(54,323)	(41,818)	(52,445)	(23,533)	0	(114,593)
Ending Cash	206,199	204,487	182,275	181,586	232,873	251,047	272,446	218,122	176,305	123,860	100,327	100,327	2,249,852

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 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												
31,589	44,987	70%	32,516	97%	Green Fees	621,291	660,371	94%	632,281	98%	703,233	659,522
24,253	29,766	81%	24,615	99%	Cart Fee	421,137	451,578	93%	447,919	94%	477,628	449,371
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	30
30	(10)	-300%	0	0%	Handicap Fee	4,159	4,518	92%	4,610	90%	4,538	4,179
0	250	0%	730	0%	Lessons	6,740	4,230	158%	6,171	109%	4,480	6,804
270	200	135%	240	113%	Rental Clubs	3,270	2,709	121%	2,680	122%	2,909	3,440
3,941	4,300	92%	4,982	79%	Retail	64,463	55,937	115%	59,492	108%	59,537	68,856
1,606	2,666	60%	1,853	87%	Range	33,004	34,173	97%	33,420	99%	36,706	35,437
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
2,000	2,670	75%	2,171	92%	City Surcharge R & R	34,538	37,885	91%	36,925	94%	39,944	36,970
63,690	84,830	75%	67,108	95%	Total Revenues	1,310,021	1,398,002	94%	1,223,497	107%	1,475,576	1,401,850
COST OF GOODS SOLD												
2,315	2,795	83%	2,925	79%	COGS - Merchandise	38,742	36,359	107%	34,987	111%	38,699	41,191
0	0	0%	0	0%	COGS - Food & Beverage	29,560	33,358	89%	0	0%	33,358	32,126
0	0	0%	0	0%	COGS - Beer	17,668	13,430	132%	0	0%	13,430	20,337
0	0	0%	0	0%	COGS - Liquor	6,638	5,858	113%	0	0%	5,858	7,346
0	0	0%	0	0%	COGS - Wine	1,707	1,212	141%	0	0%	1,212	1,806
2,315	2,795	83%	2,925	79%	Total COGS	94,315	90,217	105%	34,987	270%	92,557	102,806
61,375	82,035	75%	64,182	96%	GROSS MARGIN	1,215,706	1,307,785	93%	1,188,510	102%	1,383,019	1,299,045
58.75%	65.00%	90.38%	58.72%	100.06%	COGS - Merchandise %	60.10%	65.00%	92.46%	58.81%	102.19%	65.00%	711.18%
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												
18,682	20,854	90%	16,765	111%	Gross Payroll - Salaried	195,915	229,390	85%	213,005	92%	250,243	215,065
0	0	0%	0	0%	Gross Kitchen Payroll - Salaried	33,256	30,300	110%	0	0%	30,300	38,256
22,977	29,252	79%	20,035	115%	Gross Payroll - Hourly	273,943	316,106	87%	279,546	98%	344,414	297,270
0	0	0%	0	0%	Gross Kitchen Payroll - Hourly	34,550	31,500	110%	0	0%	31,500	38,307
41,659	50,105	83%	36,800	113%	S/T Wages	537,663	607,296	89%	492,552	109%	656,457	588,898
2,854	3,833	74%	3,219	89%	Payroll Tax - FICA	38,742	46,380	84%	37,398	104%	50,141	42,521
97	306	32%	158	62%	Payroll Tax - UC	3,362	6,976	48%	3,815	88%	7,216	3,598
638	915	70%	756	84%	Payroll Tax - WC	9,978	11,166	89%	9,383	106%	12,064	10,806
6,336	6,127	103%	5,047	126%	Benefits	60,727	71,891	84%	60,505	100%	78,017	65,439
9,924	11,181	89%	9,179	108%	S/T Adders	112,810	136,414	83%	111,100	102%	147,439	122,365
51,583	61,286	84%	45,979	112%	TOTAL PAYROLL	650,473	743,709	87%	603,652	108%	803,897	711,263
OPERATING EXPENSES												
0	0	0%	0	0%	Bar Supplies	144	1,050	14%	0	0%	1,050	406
0	200	0%	246	0%	Cart Supplies	1,281	2,302	56%	1,776	72%	2,502	1,281
179	650	28%	0	0%	Chemicals	4,850	10,200	48%	0	0%	11,200	4,850
127	385	33%	963	13%	Course Accessories	814	4,980	16%	4,314	19%	5,293	814
0	0	0%	0	0%	Dining Room Supplies	4,027	2,550	158%	0	0%	2,550	4,194
1,450	2,584	56%	1,160	125%	Fertilizer	20,235	36,061	56%	28,135	72%	38,785	20,390
0	0	0%	0	0%	Flowers/Decor	59	227	26%	0	0%	750	59
2,414	1,212	199%	0	0%	Fuel	10,618	13,951	76%	9,920	107%	15,034	13,529
300	599	50%	0	0%	Fungicides	1,451	5,127	28%	4,900	30%	6,363	1,764
2,496	2,832	88%	888	281%	Herbicides	17,429	25,397	69%	16,332	107%	28,748	19,232
1,098	1,000	110%	3,648	30%	Insecticides	7,929	19,928	40%	31,576	25%	21,533	8,097
734	445	165%	373	196%	Janitorial Supplies	5,380	3,816	141%	2,875	187%	4,233	5,990
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
51	1,073	5%	449	11%	Laundry/Uniforms	1,715	1,282	134%	687	250%	1,282	2,060
166	353	47%	386	43%	Office Supplies	5,470	3,628	151%	3,719	147%	3,986	5,600
0	0	0%	0	0%	Range Balls	2,650	3,055	87%	2,515	105%	3,055	2,650
0	100	0%	16	0%	Range Equipment	1,363	1,689	81%	1,165	117%	1,789	1,363
2,308	2,500	92%	1,377	168%	Range Expenses	439	0	175700%	0	0%	0	439
700	0	0%	0	0%	Sand/Topdress	6,552	14,159	46%	9,029	73%	14,959	6,552
68	101	67%	0	0%	Seeds/Trees	2,230	4,444	50%	4,444	51%	4,444	2,230
0	0	0%	0	0%	Small Tools	289	821	35%	1,261	23%	821	427
0	150	0%	0	0%	Staff/Volunteer Uniforms	0	842	0%	0	0%	842	800
0	100	0%	55	0%	Supplies	1,634	1,628	100%	927	176%	1,777	1,634
247	141	176%	207	120%	Tournament Expense	191	500	38%	(195)	-98%	500	191
					Alarm System	1,513	2,124	71%	2,934	52%	2,215	1,592

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 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	550	0%	0	0%	550	0
0	100	0%	0	0%	Cart Repairs	640	1,133	57%	33	1934%	1,233	640
42	259	16%	379	11%	Computer Service	1,227	2,711	45%	2,625	47%	2,969	1,687
812	0	0%	0	0%	Contract Cleaning	8,985	4,872	184%	0	0%	4,872	9,364
0	0	0%	0	0%	Guest Relations	64	0	33632%	32	200%	0	64
0	158	0%	0	0%	Handicap Expense	4,121	4,360	95%	4,174	99%	4,360	4,680
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
830	1,000	83%	333	249%	Irrigation	7,042	5,921	119%	5,760	122%	6,422	7,055
0	0	0%	0	0%	Lesson Expense	286	351	82%	0	0%	426	286
0	0	0%	0	0%	Pest Control	375	750	50%	0	0%	750	500
2,280	1,500	152%	2,943	77%	Repair & Maint - Equipment	18,850	23,622	80%	27,396	69%	26,348	20,713
445	600	74%	442	101%	Repair & Maint - Building	3,464	3,707	93%	3,272	106%	3,807	3,862
5,356	5,356	100%	5,356	100%	Cart Lease	58,912	58,912	100%	58,912	100%	64,268	64,268
5,316	5,316	100%	4,886	109%	Equipment Lease	59,387	59,376	100%	53,749	110%	64,692	64,423
186	168	111%	168	111%	Off-Site Storage	1,900	1,848	103%	1,848	103%	2,016	2,068
1,107	1,160	95%	1,157	96%	Utilities - Electric	12,896	12,266	105%	12,219	106%	13,296	14,048
0	0	0%	0	0%	Utilities - Gas	4,390	3,600	122%	0	0%	3,600	4,390
3,340	3,938	85%	4,095	82%	Utilities - Other	36,691	42,960	85%	50,415	73%	46,571	39,459
266	244	109%	362	73%	Utilities - Telephone/Fax	2,526	2,792	90%	2,797	90%	3,037	2,926
204	245	83%	212	96%	Utilities - Water	2,445	2,694	91%	2,839	86%	2,887	2,673
1,526	2,327	66%	1,022	149%	Advertising & Promotion	16,154	24,286	67%	18,132	89%	26,647	17,449
507	300	169%	461	110%	Bank Charges	5,164	3,918	132%	5,595	92%	4,240	5,638
(135)	0	74783%	(2)	7276%	Cash Short/(Over)	(2,171)	0	461809%	(694)	313%	0	(2,172)
200	200	100%	250	80%	Cell Phone	2,142	2,200	97%	1,900	113%	2,400	2,342
2,000	2,670	75%	2,171	92%	City Surcharge R & R	34,538	37,882	91%	36,925	94%	39,942	36,970
0	92	0%	30	0%	Copier/Photocopies	0	442	0%	656	0%	442	55
1,233	1,952	63%	1,171	105%	Credit Card Discounts	25,364	25,588	99%	23,302	109%	27,270	26,472
(5)	0	0%	0	0%	Donations	523	0	1046500%	(267)	-196%	200	523
0	100	0%	0	0%	Dues & Subscriptions	739	1,179	63%	1,039	71%	1,179	739
45	0	0%	0	0%	Education & Training	45	779	6%	525	9%	779	45
0	322	0%	386	0%	Employee Relations	1,245	2,084	60%	1,674	74%	2,096	1,292
0	58	0%	11	0%	Employee Testing	93	440	21%	420	22%	440	287
4,230	3,974	106%	4,178	101%	Insurance Expense	47,671	43,716	109%	43,082	111%	47,691	52,502
0	40	0%	0	0%	Member Relations	0	438	0%	65	0%	478	0
0	0	0%	35	0%	Messenger Service - Fedex	276	310	89%	191	144%	379	276
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%	56	0%	0	0
1,900	3,920	48%	3,600	53%	O/S - Other	5,700	9,841	58%	9,350	61%	9,842	9,300
368	450	82%	514	72%	Payroll Processing Fee	5,568	4,948	113%	9,831	57%	5,398	6,126
159	310	51%	65	245%	Postage/Shipping	1,180	757	156%	752	157%	801	1,367
(30)	(30)	100%	45	-67%	Tax/Licenses/Fees	(255)	18	-1417%	360	-71%	(82)	(285)
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
0	0	0%	120	0%	Travel - Meals	1,998	0	0%	1,709	117%	0	1,998
136	1,193	11%	381	36%	Travel - Other	7,007	15,562	45%	8,942	78%	16,914	7,723
0	0	0%	0	0%	Website Expenses	2,100	2,400	88%	0	0%	2,400	2,100
56	0	0%	32	176%	Employee Meals	170	0	0%	32	530%	0	197
44,715	52,344	85%	44,574	100%	TOTAL OPERATING EXPENSES	492,903	584,571	84%	528,782	93%	630,948	538,212
(34,923)	(31,595)	111%	(26,371)	132%	EBITDA	72,330	(20,495)	-353%	56,077	129%	(51,825)	49,570
5,827	5,713	102%	5,713	102%	Management Fee	69,240	67,983	102%	62,841	110%	73,696	75,810
5,827	5,713	102%	5,713	102%	Management Fees	69,240	67,983	102%	62,841	110%	73,696	75,810
23	98	24%	37	63%	Deprec - Mach & Equip	254	1,078	24%	406	63%	1,176	126
72	283	26%	117	62%	Deprec - Buildings	797	3,113	26%	1,282	62%	3,396	383
96	381	25%	154	62%	S/T DEPR. & AMORT	1,051	4,191	25%	1,688	62%	4,572	509
(40,846)	(37,689)	108%	(32,237)	127%	NET INCOME	2,040	(92,670)	-2%	(8,452)	-24%	(130,094)	(26,749)

The Golf Club at Cypress Head
Course & Grounds
For the Eleven Months Ending August 31, 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												
31,589	44,987	70%	32,516	97%	Green Fees	621,291	660,371	94%	632,281	98%	703,233	659,522
2,000	2,670	75%	2,171	92%	City Surcharge R & R	34,538	37,885	91%	36,925	94%	39,944	36,970
33,589	47,657	70%	34,688	97%	Total Revenues	655,829	698,256	94%	669,206	98%	743,178	696,491
33,589	47,657	70%	34,688	97%	GROSS MARGIN	655,829	698,256	94%	669,206	98%	743,178	696,491
PAYROLL												
7,239	8,083	90%	4,684	155%	Gross Payroll - Salaried	68,953	88,917	78%	82,544	84%	97,000	75,677
12,666	17,670	72%	10,998	115%	Gross Payroll - Hourly	147,456	190,955	77%	170,359	87%	208,055	163,588
19,905	25,754	77%	15,682	127%	S/T Wages	216,409	279,871	77%	252,902	86%	305,055	239,264
1,405	1,970	71%	1,537	91%	Payroll Tax - FICA	15,243	21,410	71%	18,319	83%	23,337	16,736
4	98	5%	65	7%	Payroll Tax - UC	1,149	2,277	50%	1,976	58%	2,330	1,212
298	471	63%	361	82%	Payroll Tax - WC	3,994	5,113	78%	4,586	87%	5,573	4,337
3,202	3,289	97%	2,755	116%	Benefits	25,054	36,183	69%	36,886	68%	39,472	27,305
4,909	5,828	84%	4,718	104%	S/T Adders	45,439	64,983	70%	61,767	74%	70,712	49,589
24,814	31,582	79%	20,400	122%	TOTAL PAYROLL	261,848	344,854	76%	314,670	83%	375,767	288,853
OPERATING EXPENSES												
179	650	28%	0	0%	Chemicals	4,850	10,200	48%	0	0%	11,200	4,850
127	385	33%	965	13%	Course Accessories	814	4,980	16%	4,314	19%	5,293	814
1,450	2,584	56%	1,160	125%	Fertilizer	20,235	36,061	56%	28,135	72%	38,785	20,390
0	0	0%	0	0%	Flowers/Decor	59	227	26%	0	0%	750	59
2,414	1,212	199%	0	0%	Fuel	10,618	13,951	76%	9,920	107%	15,034	13,529
300	599	50%	0	0%	Fungicides	1,451	5,127	28%	4,900	30%	6,363	1,764
2,496	2,832	88%	888	281%	Herbicides	17,429	25,397	69%	16,332	107%	28,748	19,232
1,098	1,000	110%	3,648	30%	Insecticides	7,929	19,928	40%	31,576	25%	21,533	8,097
2,308	2,500	92%	1,377	168%	Sand/Topdress	6,552	14,159	46%	9,029	73%	14,959	6,552
700	0	0%	0	0%	Seeds/Trees	2,230	4,444	50%	4,400	51%	4,444	2,230
68	101	67%	0	0%	Small Tools	289	821	35%	1,261	23%	821	427
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	842	0%	0	0%	842	800
830	1,000	83%	333	249%	Irrigation	7,042	5,921	119%	5,760	122%	6,422	7,055
2,280	1,500	152%	2,533	90%	Repair & Maint - Equipment	18,065	20,078	90%	24,346	74%	22,304	19,928
0	100	0%	0	0%	Repair & Maint - Building	318	1,100	29%	10	3055%	1,200	318
5,316	5,316	100%	4,886	109%	Equipment Lease	58,477	58,476	100%	53,749	109%	63,792	63,363
301	303	99%	270	112%	Utilities - Electric	2,602	2,516	103%	2,530	103%	2,610	2,873
1,184	1,573	75%	1,512	78%	Utilities - Other	15,106	17,892	84%	23,761	64%	19,255	15,933
119	94	127%	204	58%	Utilities - Telephone/Fax	1,105	1,077	103%	1,104	100%	1,171	1,206
204	245	83%	212	96%	Utilities - Water	2,445	2,694	91%	2,839	86%	2,887	2,673
0	0	0%	0	0%	Education & Training	0	429	0%	375	0%	429	0
0	101	0%	0	0%	Employee Relations	0	201	0%	0	0%	201	0
0	58	0%	11	0%	Employee Testing	93	440	21%	420	22%	440	287
1,900	3,920	48%	3,600	53%	O/S - Other	5,700	9,841	58%	9,000	63%	9,842	9,300
0	0	0%	0	0%	Tax/Licenses/Fees	0	303	0%	300	0%	303	0
35	50	70%	0	0%	Travel - Other	118	801	15%	0	0%	851	118
23,310	26,122	89%	21,599	108%	TOTAL OPERATING EXPENSES	183,527	257,907	71%	234,063	78%	280,678	201,800
(14,535)	(10,047)	145%	(7,311)	199%	EBITDA	210,454	95,495	220%	120,474	175%	86,733	205,838
(14,535)	(10,047)	145%	(7,311)	199%	NET INCOME	210,454	95,495	220%	120,474	175%	86,733	205,838

The Golf Club at Cypress Head
Carts
For the Eleven Months Ending August 31, 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	
24,253	29,766	81%	24,615	99%	REVENUES	421,137	451,578	93%	447,919	94%	477,628	449,371
24,253	29,766	81%	24,615	99%	Cart Fee	421,137	451,578	93%	447,919	94%	477,628	449,371
24,253	29,766	81%	24,615	99%	Total Revenues	421,137	451,578	93%	447,919	94%	477,628	449,371
					GROSS MARGIN	421,137	451,578	93%	447,919	94%	477,628	449,371
5,506	7,569	73%	6,147	90%	PAYROLL	71,588	81,793	88%	72,514	99%	89,117	76,726
5,506	7,569	73%	6,147	90%	Gross Payroll - Hourly	71,588	81,793	88%	72,514	99%	89,117	76,726
					S/T Wages	71,588	81,793	88%	72,514	99%	89,117	76,726
420	579	73%	491	86%	Payroll Tax - FICA	5,640	6,257	90%	5,705	99%	6,817	6,041
61	157	39%	85	72%	Payroll Tax - UC	857	1,522	56%	1,094	78%	1,674	928
85	138	61%	107	79%	Payroll Tax - WC	1,315	1,494	88%	1,328	99%	1,628	1,409
60	9	641%	19	322%	Benefits	111	102	109%	83	133%	111	119
627	884	71%	702	89%	S/T Adders	7,923	9,375	85%	8,210	96%	10,231	8,497
6,132	8,453	73%	6,849	90%	TOTAL PAYROLL	79,511	91,168	87%	80,724	98%	99,348	85,223
0	200	0%	246	0%	OPERATING EXPENSES	1,281	2,302	56%	1,776	72%	2,502	1,281
0	100	0%	0	0%	Cart Supplies	640	1,133	57%	33	1934%	1,233	640
5,356	5,356	100%	5,356	100%	Cart Repairs	58,912	58,912	100%	58,912	100%	64,268	64,268
806	857	94%	887	91%	Cart Lease	10,294	9,750	106%	9,689	106%	10,486	11,175
6,162	6,513	95%	6,489	95%	Utilities - Electric	71,128	72,097	99%	70,411	101%	78,490	77,365
11,959	14,800	81%	11,277	106%	TOTAL OPERATING EXPENSES	270,497	288,313	94%	296,784	91%	299,790	286,783
11,959	14,800	81%	11,277	106%	EBITDA	270,497	288,313	94%	296,784	91%	299,790	286,783
					NET INCOME	270,497	288,313	94%	296,784	91%	299,790	286,783

The Golf Club at Cypress Head
Range
For the Eleven Months Ending August 31, 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	
1,606	2,666	60%	1,853	87%	REVENUES							
1,606	2,666	60%	1,853	87%	Range	33,004	34,173	97%	33,420	99%	36,706	35,437
1,606	2,666	60%	1,853	87%	Total Revenues	33,004	34,173	97%	33,420	99%	36,706	35,437
1,606	2,666	60%	1,853	87%	GROSS MARGIN	33,004	34,173	97%	33,420	99%	36,706	35,437
0	0	0%	0	0%	OPERATING EXPENSES							
0	100	0%	16	0%	Range Balls	2,650	3,055	87%	2,515	105%	3,055	2,650
0	0	0%	0	0%	Range Equipment	1,363	1,689	81%	1,165	117%	1,789	1,363
0	0	0%	0	0%	Range Expenses	439	0	175700%	0	0%	0	439
0	0	0%	0	0%	Repair & Maint - Equipment	0	600	0%	0	0%	600	0
0	100	0%	16	0%	TOTAL OPERATING EXPENSES	4,452	5,344	83%	3,680	121%	5,444	4,452
1,606	2,566	63%	1,837	87%	EBITDA	28,552	28,829	99%	29,739	96%	31,262	30,985
1,606	2,566	63%	1,837	87%	NET INCOME	28,552	28,829	99%	29,739	96%	31,262	30,985

The Golf Club at Cypress Head
F & B Cafe
For the Eleven Months Ending August 31, 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												
0	0	0%	0	0%	COGS - Food & Beverage	29,560	33,358	89%	0	0%	33,358	32,126
0	0	0%	0	0%	COGS - Beer	17,668	13,430	132%	0	0%	13,430	20,337
0	0	0%	0	0%	COGS - Liquor	6,638	5,858	113%	0	0%	5,858	7,346
0	0	0%	0	0%	COGS - Wine	1,707	1,212	141%	0	0%	1,212	1,806
0	0	0%	0	0%	Total COGS	55,573	53,858	103%	0	0%	53,858	61,615
0	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
0	0	0%	0	0%	Benefits	6,959	4,500	155%	0	0%	4,500	6,959
0	0	0%	0	0%	S/T Adders	14,161	12,405	114%	0	0%	12,405	15,254
0	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	4,390	3,600	122%	0	0%	3,600	4,390
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	17,884	18,372	97%	0	0%	18,372	19,297
0	0	0%	0	0%	EBITDA	(33,969)	165	-20587%	0	0%	165	(35,486)
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
0	0	0%	0	0%	NET INCOME	(39,110)	(4,977)	786%	0	0%	(4,977)	(41,484)

The Golf Club at Cypress Head
Golf Shop
For the Eleven Months Ending August 31, 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
30	(10)	-300%	0	0%	Handicap Fee	4,159	4,518	92%	4,610	90%	4,538	4,179
0	250	0%	730	0%	Lessons	6,704	4,230	158%	6,171	109%	4,480	6,804
270	200	135%	240	113%	Rental Clubs	3,270	2,709	121%	2,680	122%	2,909	3,440
3,941	4,300	92%	4,982	79%	Retail	64,463	55,937	115%	59,492	108%	59,537	68,856
4,241	4,740	89%	5,952	71%	Total Revenues	78,596	67,395	117%	72,953	108%	71,464	83,309
COST OF GOODS SOLD												
2,315	2,795	83%	2,925	79%	COGS - Merchandise	38,742	36,359	107%	34,987	111%	38,699	41,191
2,315	2,795	83%	2,925	79%	Total COGS	38,742	36,359	107%	34,987	111%	38,699	41,191
1,926	1,945	99%	3,027	64%	GROSS MARGIN	39,854	31,035	128%	37,965	105%	32,765	42,118
58.75%	65.00%	90.38%	58.72%	100.06%	COGS - Merchandise %	60.10%	65.00%	92.46%	58.81%	102.19%	65.00%	711.18%
PAYROLL												
106	0	0%	0	0%	Gross Payroll - Salaried	106	0	0%	0	0%	0	106
4,063	4,012	101%	2,890	141%	Gross Payroll - Hourly	46,541	43,359	107%	36,674	127%	47,241	48,598
4,169	4,012	104%	2,890	144%	S/T Wages	46,647	43,359	108%	36,674	127%	47,241	48,704
205	307	67%	237	87%	Payroll Tax - FICA	3,502	3,317	106%	2,887	121%	3,614	3,685
24	50	47%	8	306%	Payroll Tax - UC	453	685	66%	393	115%	721	460
68	73	93%	52	130%	Payroll Tax - WC	810	792	102%	661	123%	863	853
296	430	69%	296	100%	S/T Adders	4,765	4,794	99%	3,940	121%	5,198	4,998
4,465	4,442	101%	3,187	140%	TOTAL PAYROLL	51,412	48,153	107%	40,614	127%	52,439	53,702
OPERATING EXPENSES												
0	0	0%	0	0%	Office Supplies	92	892	10%	860	11%	892	92
0	150	0%	0	0%	Supplies	1,634	1,628	100%	927	176%	1,777	1,634
0	100	0%	55	0%	Tournament Expense	191	500	38%	(195)	-98%	500	191
0	158	0%	0	0%	Handicap Expense	4,121	4,360	95%	4,174	99%	4,360	4,680
0	0	0%	0	0%	Lesson Expense	286	351	82%	0	0%	426	286
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	0	0
0	407	0%	55	0%	TOTAL OPERATING EXPENSES	6,324	7,729	82%	5,765	110%	7,954	6,883
(2,539)	(2,904)	87%	(215)	1183%	EBITDA	(17,882)	(24,847)	72%	(8,414)	213%	(27,628)	(18,467)
(2,539)	(2,904)	87%	(215)	1183%	NET INCOME	(17,882)	(24,847)	72%	(8,414)	213%	(27,628)	(18,467)

The Golf Club at Cypress Head
G & A
For the Eleven Months Ending August 31, 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												
8,135	9,417	86%	8,874	92%	Gross Payroll - Salaried	88,392	103,587	85%	92,606	95%	113,004	97,923
743	0	0%	0	0%	Gross Payroll - Hourly	8,358	0	0%	0	0%	0	8,358
8,878	9,417	94%	8,874	100%	S/T Wages	96,751	103,587	93%	92,606	104%	113,004	106,281
596	720	83%	727	82%	Payroll Tax - FICA	6,419	7,924	81%	7,772	83%	8,645	7,041
8	0	0%	0	0%	Payroll Tax - UC	203	291	70%	237	86%	291	203
138	172	80%	183	75%	Payroll Tax - WC	1,772	1,893	94%	2,071	86%	2,065	1,938
2,409	2,377	101%	1,764	137%	Benefits	23,458	26,145	90%	18,926	124%	28,522	25,452
3,150	3,269	96%	2,674	118%	S/T Adders	31,853	36,253	88%	29,006	110%	39,522	34,634
12,027	12,686	95%	11,548	104%	TOTAL PAYROLL	128,604	139,840	92%	121,612	106%	152,526	140,915
OPERATING EXPENSES												
734	445	165%	373	196%	Janitorial Supplies	5,380	3,816	141%	2,875	187%	4,233	5,990
51	1,073	5%	449	11%	Laundry/Uniforms	1,715	1,282	134%	687	250%	1,282	2,060
166	353	47%	386	43%	Office Supplies	5,062	2,436	208%	2,858	177%	2,794	5,192
247	141	176%	207	120%	Alarm System	1,513	2,124	71%	2,934	52%	2,215	1,592
0	0	0%	0	0%	Carpet Cleaning	0	550	0%	0	0%	550	0
42	259	16%	379	11%	Computer Service	1,227	2,711	45%	2,625	47%	2,969	1,687
812	0	0%	0	0%	Contract Cleaning	4,060	0	0%	0	0%	0	4,060
0	0	0%	0	0%	Guest Relations	64	0	33632%	32	200%	0	64
0	0	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	0	0%	410	0%	Repair & Maint - Equipment	135	1,594	8%	3,050	4%	2,094	135
445	500	89%	442	101%	Repair & Maint - Building	3,146	2,607	121%	3,262	96%	2,607	3,544
186	168	111%	168	111%	Off-Site Storage	1,900	1,848	103%	1,848	103%	2,016	2,068
2,157	2,365	91%	2,583	83%	Utilities - Other	21,585	25,067	86%	26,654	81%	27,316	23,526
147	150	98%	158	93%	Utilities - Telephone/Fax	1,422	1,716	83%	1,692	84%	1,866	1,719
507	300	169%	461	110%	Bank Charges	5,164	3,918	132%	5,595	92%	4,240	5,638
(135)	0	74783%	(2)	7276%	Cash Short/(Over)	(2,171)	0	461809%	(694)	313%	0	(2,172)
200	200	100%	250	80%	Cell Phone	2,142	2,200	97%	1,900	113%	2,400	2,342
2,000	2,670	75%	2,171	92%	City Surcharge R & R	34,538	37,882	91%	36,925	94%	39,942	36,970
0	92	0%	30	0%	Copier/Photocopies	0	442	0%	656	0%	442	55
1,233	1,952	63%	1,171	105%	Credit Card Discounts	25,364	25,588	99%	23,302	109%	27,270	26,472
(5)	0	0%	0	0%	Donations	523	0	1046500%	(267)	-196%	200	523
0	100	0%	0	0%	Dues & Subscriptions	739	1,179	63%	1,039	71%	1,179	739
45	0	0%	0	0%	Education & Training	45	350	13%	150	30%	350	45
0	221	0%	386	0%	Employee Relations	1,245	1,883	66%	1,674	74%	1,895	1,292
4,230	3,974	106%	4,178	101%	Insurance Expense	47,671	43,716	109%	43,082	111%	47,691	52,502
0	40	0%	0	0%	Member Relations	0	438	0%	65	0%	478	0
0	0	0%	35	0%	Messenger Service - Fedex	276	310	89%	191	144%	379	276
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%	56	0%	0	0
0	0	0%	0	0%	O/S - Other	0	0	0%	350	0%	0	0
368	450	82%	514	72%	Payroll Processing Fee	5,568	4,948	113%	9,831	57%	5,398	6,126
159	310	51%	65	245%	Postage/Shipping	1,180	757	156%	752	157%	801	1,367
(30)	(30)	100%	45	-67%	Tax/Licenses/Fees	(255)	(285)	89%	60	-425%	(385)	(285)
0	0	0%	120	0%	Travel - Meals	1,998	0	0%	1,709	117%	0	1,998
100	1,043	10%	381	26%	Travel - Other	6,889	13,648	50%	8,830	78%	14,850	7,604
56	0	0%	32	176%	Employee Meals	170	0	0%	32	530%	0	197
13,717	16,775	82%	15,392	89%	TOTAL OPERATING EXPENSES	191,391	195,322	98%	195,718	98%	209,750	206,424
(25,744)	(29,461)	87%	(26,940)	96%	EBITDA	(319,994)	(335,162)	95%	(317,329)	101%	(362,277)	(347,339)
5,827	5,713	102%	5,713	102%	Management Fee	64,098	62,841	102%	62,841	102%	68,554	69,811
5,827	5,713	102%	5,713	102%	Management Fees	64,098	62,841	102%	62,841	102%	68,554	69,811
23	98	24%	37	63%	Deprec - Mach & Equip	254	1,078	24%	406	63%	1,176	126
72	283	26%	117	62%	Deprec - Buildings	797	3,113	26%	1,282	62%	3,396	383
96	381	25%	154	62%	S/T DEPR. & AMORT	1,051	4,191	25%	1,688	62%	4,572	509
(31,667)	(35,555)	89%	(32,807)	97%	NET INCOME	(385,143)	(402,194)	96%	(381,858)	101%	(435,403)	(417,659)

The Golf Club at Cypress Head
Marketing
For the Eleven Months Ending August 31, 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							
3,202	3,353	95%	3,207	100%	Gross Payroll - Salaried	38,463	36,886	104%	37,856	102%	40,239	41,360
3,202	3,353	95%	3,207	100%	S/T Wages	38,463	36,886	104%	37,856	102%	40,239	41,360
228	257	89%	227	101%	Payroll Tax - FICA	2,761	2,822	98%	2,715	102%	3,078	2,975
0	0	0%	0	0%	Payroll Tax - UC	88	146	60%	115	76%	146	88
50	61	82%	54	92%	Payroll Tax - WC	675	674	100%	736	92%	735	727
664	451	147%	508	131%	Benefits	5,146	4,962	104%	4,610	112%	5,413	5,604
942	769	123%	789	119%	S/T Adders	8,669	8,603	101%	8,176	106%	9,372	9,394
4,144	4,122	101%	3,996	104%	TOTAL PAYROLL	47,132	45,489	104%	46,032	102%	49,611	50,753
					OPERATING EXPENSES							
1,526	2,327	66%	1,022	149%	Advertising & Promotion	16,154	24,286	67%	18,132	89%	26,647	17,449
0	0	0%	0	0%	Miscellaneous	(57)	0	0%	900	-6%	0	2,443
0	100	0%	0	0%	Travel - Other	0	1,113	0%	112	0%	1,213	0
0	0	0%	0	0%	Website Expenses	2,100	2,400	88%	0	0%	2,400	2,100
1,526	2,427	63%	1,022	149%	TOTAL OPERATING EXPENSES	18,197	27,799	65%	19,145	95%	30,260	21,993
(5,670)	(6,549)	87%	(5,018)	113%	EBITDA	(65,329)	(73,288)	89%	(65,177)	100%	(79,871)	(72,746)
(5,670)	(6,549)	87%	(5,018)	113%	NET INCOME	(65,329)	(73,288)	89%	(65,177)	100%	(79,871)	(72,746)

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 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												
55,842	74,754	75%	57,131	98%	Green Fees & Cart Fees	1,042,428	1,111,949	94%	1,080,200	97%	1,180,861	1,108,892
3,941	4,300	92%	4,982	79%	Merchandise	64,463	55,937	115%	59,492	108%	59,537	68,886
300	440	68%	970	31%	Other Pro Shop	14,133	11,457	123%	13,461	105%	11,927	14,423
1,606	2,666	60%	1,853	87%	Range	33,004	34,173	97%	33,420	99%	36,706	35,437
0	0	0%	0	0%	Food and Beverage	121,455	146,600	83%	0	0%	146,600	137,242
2,000	2,670	75%	2,171	92%	Other Operating Revenues	34,538	37,885	91%	36,925	94%	39,944	36,970
63,690	84,830	75%	67,108	95%	TOTAL REVENUE	1,310,021	1,398,002	94%	1,223,497	107%	1,475,576	1,401,850
COST OF SALES												
2,315	2,795	83%	2,925	79%	Merchandise	38,742	36,359	107%	34,987	111%	38,699	41,191
0	0	0%	0	0%	Food & Beverage	55,573	53,858	103%	0	0%	53,858	61,615
2,315	2,795	83%	2,925	79%	TOTAL COGS	94,315	90,217	105%	34,987	270%	92,557	102,806
58.7%	65.0%	90.4%	58.7%	100.1%	COGS - Merchandise %	60.1%	65.0%	92.5%	58.8%	102.2%	65.0%	711.2%
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												
24,814	31,582	79%	20,400	122%	Course and Grounds	261,848	344,854	76%	314,670	83%	375,767	288,853
6,132	8,453	73%	6,849	90%	Carts, Range, Starters, Etc.	79,511	91,168	87%	80,724	98%	99,348	85,223
4,465	4,442	101%	3,167	140%	Pro Shop	51,412	46,153	107%	40,614	127%	52,439	53,702
0	0	0%	0	0%	Food and Beverage	81,967	74,205	110%	0	0%	74,205	91,817
12,027	12,686	95%	11,548	104%	General and Administrative	128,604	139,840	92%	121,612	106%	152,526	140,915
4,144	4,122	101%	3,996	104%	Marketing	47,132	45,489	104%	46,032	102%	49,611	50,753
51,583	61,286	84%	45,979	112%	TOTAL PAYROLL	650,473	743,709	87%	603,652	108%	803,897	711,263
OPERATING EXPENSES												
23,310	26,122	89%	21,599	108%	Course and Grounds	183,527	257,907	71%	234,063	78%	280,678	201,800
6,162	6,613	93%	6,505	95%	Carts, Range, Starters, Etc.	75,580	77,442	98%	74,091	102%	83,934	81,817
0	407	0%	55	0%	Pro Shop	6,324	7,729	82%	5,765	110%	7,954	6,883
0	0	0%	0	0%	Food and Beverage	17,884	18,372	97%	0	0%	18,372	19,297
13,717	16,775	82%	15,392	89%	General and Administrative	191,391	195,322	98%	195,718	98%	209,750	206,424
1,526	2,427	63%	1,022	149%	Marketing	18,197	27,799	65%	19,145	95%	30,260	21,993
44,715	52,344	85%	44,574	100%	TOTAL OPERATING EXPENSES	492,903	584,571	84%	528,782	93%	630,948	538,212
98,613	116,425	85%	93,478	105%	TOTAL EXPENSES	1,237,691	1,418,497	87%	1,167,420	106%	1,527,402	1,352,281
(34,923)	(31,595)	111%	(26,371)	132%	EBITDA	72,330	(20,495)	-353%	56,077	129%	(51,825)	49,570

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 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	
(34,923)	(31,595)	111%	(26,371)	132%	EBITDA	72,330	(20,495)	-353%	56,077	129%	(51,825)	49,570
(5,827)	(5,713)	102%	(5,713)	102%	MANAGEMENT FEES	(69,240)	(67,983)	102%	(62,841)	110%	(73,696)	(75,810)
(96)	(381)	25%	(154)	62%	OTHER INCOME (EXPENSE)	(1,051)	(4,191)	25%	(1,688)	62%	(4,572)	(509)
(96)	(381)	25%	(154)	62%	Depreciation & Amortization	(1,051)	(4,191)	25%	(1,688)	62%	(4,572)	(509)
(40,846)	(37,689)	108%	(32,237)	127%	TOTAL OTHER INCOME (EXPENSE)	2,040	(92,670)	-2%	(8,452)	-24%	(130,094)	(26,749)
					NET INCOME							
1,892	2,445	77%	1,975	96%	Paid Rounds	33,367	35,209	95%	34,614	96%	37,150	35,657
454	585	78%	496	92%	Annual Pass Rounds	6,472	7,932	82%	7,624	85%	8,542	6,943
180	292	62%	181	99%	Other Rounds	2,360	2,774	85%	2,551	93%	2,924	2,528
2,526	3,322	76%	2,652	95%	Total Rounds	42,199	45,915	92%	44,789	94%	48,615	45,128
34	35	97%	34	99%	Revenue/Paid Rounds	39	40	99%	35	111%	40	467
25	26	99%	25	100%	Revenue/Total Rounds	31	30	102%	27	114%	30	367

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 8/31/2018

Date: 8/1/2018

Account: First

Last

Sorted By: Account

Include: Posting, Unit

Print Currency In: Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$90,247.61	\$77,168.69	\$100,454.79	(\$23,286.10)	\$66,961.51
	10050-5950-900	Cash - Course Payroll BMO	\$32,167.03	\$36,102.16	\$36,348.65	(\$246.49)	\$31,920.54
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	\$95.00	\$95.00	\$95.00	\$0.00	\$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	\$11,696.17	\$235,516.49	\$29,353.58	\$206,162.91	\$217,859.08
	12000-5950-900	Inventory - Merchandise	\$16,163.07	\$1,282.84	\$2,438.75	(\$1,155.91)	\$15,007.16
	13020-5950-900	Prepaid Insurance	\$15,587.64	\$5,700.08	\$5,270.42	\$429.66	\$16,017.30
	13040-5950-900	Prepaid Exp - Other	\$11,224.34	\$5,827.11	\$6,189.07	(\$361.96)	\$10,862.38
	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	(\$3,560.86)	\$0.00	\$23.12	(\$23.12)	(\$3,583.98)
	22080-5950-900	Accum. Deprec - Buildings	(\$22,777.21)	\$0.00	\$72.41	(\$72.41)	(\$22,849.62)
	30000-5950-900	Accts Pay - Trade	(\$18,700.45)	\$83,294.02	\$87,510.91	(\$4,216.89)	(\$22,917.34)
	30040-5950-900	Accts Pay - Other	(\$22,203.63)	\$11,183.33	\$11,035.38	\$147.95	(\$22,055.68)
	31000-5950-900	Accrued Expenses	(\$3,751.12)	\$3,751.12	\$3,337.38	\$413.74	(\$3,337.38)
	31020-5950-900	Accrued Payroll	(\$20,323.18)	\$12,961.05	\$17,626.55	(\$4,665.50)	(\$24,988.68)
	31220-5950-900	Accrued Sales Tax	(\$4,513.78)	\$4,981.80	\$17,656.54	(\$12,674.74)	(\$17,188.52)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,000.32	\$2,000.32	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$3,511.74)	\$523.27	\$845.96	(\$322.69)	(\$3,834.43)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$1,481.45)	\$1,357.64	\$3,615.28	(\$2,257.64)	(\$3,739.09)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$8,321.65)	\$4,160.82	\$53,704.40	(\$49,543.58)	(\$57,865.23)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$8,879.43)	\$4,439.71	\$49,716.40	(\$45,276.69)	(\$54,156.12)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$125.14)	\$0.00	\$0.00	\$0.00	(\$125.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$20,291.55)	\$275.44	\$165.50	\$109.94	(\$20,181.61)
	32100-5950-900	Deferred Rev - Credit Books	(\$14,784.63)	\$716.27	\$1,008.66	(\$292.39)	(\$15,077.02)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$18,366.12)	\$9,183.06	\$111,720.00	(\$102,536.94)	(\$120,903.06)
	32220-5950-900	Deferred Rev - Founders Pass	(\$202.86)	\$101.44	\$1,278.10	(\$1,176.66)	(\$1,379.52)
	49020-5950-900	Retained Earnings - Current	\$1.17	\$0.00	\$0.00	\$0.00	\$1.17
	50000-5950-100	Green Fees - Annual Pass	(\$86,835.61)	\$0.00	\$8,701.97	(\$8,701.97)	(\$95,537.58)
	50040-5950-100	Green Fees - Member	(\$470,328.16)	\$0.00	\$20,886.84	(\$20,886.84)	(\$491,215.00)
	50070-5950-100	Green Fees - (surcharge)	(\$32,538.10)	\$2,000.32	\$4,000.64	(\$2,000.32)	(\$34,538.42)
	50500-5950-200	Cart Fee 18	(\$307,116.77)	\$0.00	\$15,069.99	(\$15,069.99)	(\$322,186.76)
	50520-5950-200	Cart Fee - Annual Trail	(\$89,767.21)	\$0.00	\$9,183.06	(\$9,183.06)	(\$98,950.27)
	52090-5950-600	Handicap Fee	(\$4,129.00)	\$0.00	\$30.00	(\$30.00)	(\$4,159.00)
	52150-5950-600	Lessons	(\$6,704.10)	\$0.00	\$0.00	\$0.00	(\$6,704.10)
	52280-5950-600	Rental Clubs	(\$3,000.00)	\$0.00	\$270.00	(\$270.00)	(\$3,270.00)
	52310-5950-600	Retail	(\$60,521.66)	\$0.00	\$3,941.14	(\$3,941.14)	(\$64,462.80)
	53050-5950-220	Range Pass Revenue	(\$31,397.88)	\$0.00	\$1,606.46	(\$1,606.46)	(\$33,004.34)
	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	(\$32,538.10)	\$0.00	\$2,000.32	(\$2,000.32)	(\$34,538.42)
	60000-5950-600	COGS - Merchandise - Accessories	\$36,426.70	\$2,315.35	\$0.00	\$2,315.35	\$38,742.05
	61000-5950-540	COGS - Food	\$27,234.88	\$0.00	\$0.00	\$0.00	\$27,234.88
	61010-5950-540	COGS - Beverage	\$2,324.79	\$0.00	\$0.00	\$0.00	\$2,324.79
	61020-5950-540	COGS - Beer	\$17,668.13	\$0.00	\$0.00	\$0.00	\$17,668.13
	61030-5950-540	COGS - Liquor	\$6,637.72	\$0.00	\$0.00	\$0.00	\$6,637.72
	61040-5950-540	COGS - Wine	\$1,707.14	\$0.00	\$0.00	\$0.00	\$1,707.14
	70000-5950-100	Gross Payroll - Salaried	\$61,714.21	\$9,340.65	\$2,101.65	\$7,239.00	\$68,953.21
	70000-5950-600	Gross Payroll - Salaried	\$0.00	\$106.05	\$0.00	\$106.05	\$106.05
	70000-5950-900	Gross Payroll - Salaried	\$80,257.48	\$10,496.71	\$2,361.76	\$8,134.95	\$88,392.43
	70000-5950-950	Gross Payroll - Salaried	\$35,261.01	\$4,109.78	\$907.92	\$3,201.86	\$38,462.87
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$33,255.75	\$0.00	\$0.00	\$0.00	\$33,255.75

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-100	Gross Payroll - Hourly	\$134,790.01	\$16,051.33	\$3,385.57	\$12,665.76	\$147,455.77
	70010-5950-200	Gross Payroll - Hourly	\$66,082.86	\$7,301.31	\$1,795.75	\$5,505.56	\$71,588.42
	70010-5950-600	Gross Payroll - Hourly	\$42,478.16	\$5,330.75	\$1,268.09	\$4,062.66	\$46,540.82
	70010-5950-900	Gross Payroll - Hourly	\$7,615.35	\$962.00	\$219.25	\$742.75	\$8,358.10
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$34,549.75	\$0.00	\$0.00	\$0.00	\$34,549.75
	71000-5950-100	Payroll Tax - FICA	\$13,837.83	\$1,824.71	\$419.77	\$1,404.94	\$15,242.77
	71000-5950-200	Payroll Tax - FICA	\$5,219.75	\$557.77	\$137.37	\$420.40	\$5,640.15
	71000-5950-540	Payroll Tax - FICA	\$5,176.97	\$0.00	\$0.00	\$0.00	\$5,176.97
	71000-5950-600	Payroll Tax - FICA	\$3,296.90	\$301.76	\$97.01	\$204.75	\$3,501.65
	71000-5950-900	Payroll Tax - FICA	\$5,823.86	\$793.03	\$197.45	\$595.58	\$6,419.44
	71000-5950-950	Payroll Tax - FICA	\$2,532.80	\$297.66	\$69.46	\$228.20	\$2,761.00
	71010-5950-100	Payroll Tax - UC	\$1,144.22	\$4.43	\$0.00	\$4.43	\$1,148.65
	71010-5950-200	Payroll Tax - UC	\$796.07	\$61.26	\$0.00	\$61.26	\$857.33
	71010-5950-540	Payroll Tax - UC	\$612.61	\$0.00	\$0.00	\$0.00	\$612.61
	71010-5950-600	Payroll Tax - UC	\$429.31	\$23.64	\$0.00	\$23.64	\$452.95
	71010-5950-900	Payroll Tax - UC	\$195.48	\$7.92	\$0.00	\$7.92	\$203.40
	71010-5950-950	Payroll Tax - UC	\$87.50	\$0.00	\$0.00	\$0.00	\$87.50
	71020-5950-100	Payroll Tax - WC	\$3,696.57	\$297.51	\$0.00	\$297.51	\$3,994.08
	71020-5950-200	Payroll Tax - WC	\$1,230.08	\$84.58	\$0.00	\$84.58	\$1,314.66
	71020-5950-540	Payroll Tax - WC	\$1,412.52	\$0.00	\$0.00	\$0.00	\$1,412.52
	71020-5950-600	Payroll Tax - WC	\$742.43	\$67.97	\$0.00	\$67.97	\$810.40
	71020-5950-900	Payroll Tax - WC	\$1,634.40	\$137.51	\$0.00	\$137.51	\$1,771.91
	71020-5950-950	Payroll Tax - WC	\$624.62	\$49.96	\$0.00	\$49.96	\$674.58
	71030-5950-100	Benefits	\$21,851.17	\$5,394.74	\$2,192.34	\$3,202.40	\$25,053.57
	71030-5950-200	Benefits	\$50.23	\$91.87	\$31.45	\$60.42	\$110.65
	71030-5950-540	Benefits	\$6,958.92	\$0.00	\$0.00	\$0.00	\$6,958.92
	71030-5950-900	Benefits	\$21,049.65	\$3,663.19	\$1,254.46	\$2,408.73	\$23,458.38
	71030-5950-950	Benefits	\$4,481.75	\$1,027.88	\$363.80	\$664.08	\$5,145.83
	80050-5950-540	Bar Supplies	\$144.45	\$0.00	\$0.00	\$0.00	\$144.45
	80110-5950-200	Cart Supplies	\$1,281.44	\$0.00	\$0.00	\$0.00	\$1,281.44
	80120-5950-100	Chemicals	\$4,670.60	\$179.39	\$0.00	\$179.39	\$4,849.99
	80170-5950-100	Course Accessories	\$687.71	\$126.56	\$0.00	\$126.56	\$814.27
	80190-5950-540	Dining Room Supplies	\$4,027.11	\$0.00	\$0.00	\$0.00	\$4,027.11
	80230-5950-100	Fertilizer	\$18,785.17	\$2,597.00	\$1,147.00	\$1,450.00	\$20,235.17
	80250-5950-100	Flowers/Decor	\$59.47	\$0.00	\$0.00	\$0.00	\$59.47
	80270-5950-100	Fuel	\$8,203.64	\$2,414.26	\$0.00	\$2,414.26	\$10,617.90
	80280-5950-100	Fungicides	\$1,150.76	\$450.63	\$150.21	\$300.42	\$1,451.18
	80320-5950-100	Herbicides	\$14,932.89	\$3,327.93	\$832.21	\$2,495.72	\$17,428.61
	80370-5950-100	Insecticides	\$6,831.45	\$1,097.79	\$0.00	\$1,097.79	\$7,929.24
	80380-5950-900	Janitorial Supplies	\$4,646.32	\$733.69	\$0.00	\$733.69	\$5,380.01
	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	\$1,663.28	\$51.40	\$0.00	\$51.40	\$1,714.68
	80520-5950-540	Office Supplies	\$316.27	\$0.00	\$0.00	\$0.00	\$316.27
	80520-5950-600	Office Supplies	\$91.86	\$0.00	\$0.00	\$0.00	\$91.86
	80520-5950-900	Office Supplies	\$4,895.53	\$166.11	\$0.00	\$166.11	\$5,061.64
	80610-5950-220	Range Balls	\$2,650.00	\$0.00	\$0.00	\$0.00	\$2,650.00
	80620-5950-220	Range Equipment	\$1,362.68	\$0.00	\$0.00	\$0.00	\$1,362.68
	80630-5950-220	Range Expenses	\$439.25	\$0.00	\$0.00	\$0.00	\$439.25
	80690-5950-100	Sand/Topdress	\$4,243.45	\$2,308.35	\$0.00	\$2,308.35	\$6,551.80
	80710-5950-100	Seeds/Trees	\$1,529.89	\$700.00	\$0.00	\$700.00	\$2,229.89
	80730-5950-100	Small Tools	\$220.70	\$67.96	\$0.00	\$67.96	\$288.66
	80780-5950-600	Supplies	\$1,634.45	\$0.00	\$0.00	\$0.00	\$1,634.45
	80810-5950-600	Tournament Expense	\$190.60	\$0.00	\$0.00	\$0.00	\$190.60
	81010-5950-900	Alarm System	\$1,266.06	\$247.30	\$0.00	\$247.30	\$1,513.36
	81090-5950-200	Cart Repairs	\$640.37	\$0.00	\$0.00	\$0.00	\$640.37
	81130-5950-900	Computer Service	\$1,185.27	\$41.66	\$0.00	\$41.66	\$1,226.93
	81140-5950-540	Contract Cleaning - Tavern	\$4,924.78	\$0.00	\$0.00	\$0.00	\$4,924.78
	81140-5950-900	Contract Cleaning	\$3,248.00	\$812.00	\$0.00	\$812.00	\$4,060.00
	81200-5950-900	Guest Relations	\$63.90	\$0.00	\$0.00	\$0.00	\$63.90
	81220-5950-600	Handicap Expense	\$4,121.00	\$0.00	\$0.00	\$0.00	\$4,121.00
	81250-5950-100	Irrigation	\$6,212.17	\$830.00	\$0.00	\$830.00	\$7,042.17
	81270-5950-600	Lesson Expense	\$285.98	\$0.00	\$0.00	\$0.00	\$285.98

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81300-5950-900	Pest Control	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
	81350-5950-100	Repair & Maint - Equipment	\$15,784.67	\$2,280.24	\$0.00	\$2,280.24	\$18,064.91
	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	\$318.28	\$0.00	\$0.00	\$0.00	\$318.28
	81360-5950-900	Repair & Maint - Building	\$2,700.80	\$445.29	\$0.00	\$445.29	\$3,146.09
	82000-5950-200	Cart Lease	\$53,556.70	\$5,355.67	\$0.00	\$5,355.67	\$58,912.37
	82020-5950-100	Equipment Lease	\$53,160.80	\$5,316.08	\$0.00	\$5,316.08	\$58,476.88
	82020-5950-540	Equipment Lease	\$909.75	\$0.00	\$0.00	\$0.00	\$909.75
	82060-5950-900	Off-Site Storage	\$1,714.00	\$186.00	\$0.00	\$186.00	\$1,900.00
	83000-5950-100	Utilities - Electric	\$2,300.22	\$301.38	\$0.00	\$301.38	\$2,601.60
	83000-5950-200	Utilities - Electric	\$9,488.29	\$805.97	\$0.00	\$805.97	\$10,294.26
	83010-5950-540	Utilities - Gas	\$4,390.31	\$0.00	\$0.00	\$0.00	\$4,390.31
	83020-5950-100	Utilities - Other	\$13,922.09	\$1,183.63	\$0.00	\$1,183.63	\$15,105.72
	83020-5950-900	Utilities - Other	\$19,428.81	\$2,156.57	\$0.00	\$2,156.57	\$21,585.38
	83030-5950-100	Utilities - Telephone/Fax	\$985.52	\$119.19	\$0.00	\$119.19	\$1,104.71
	83030-5950-900	Utilities - Telephone/Fax	\$1,274.94	\$146.77	\$0.00	\$146.77	\$1,421.71
	83050-5950-100	Utilities - Water	\$2,240.62	\$204.36	\$0.00	\$204.36	\$2,444.98
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$14,627.41	\$1,526.19	\$0.00	\$1,526.19	\$16,153.60
	85020-5950-900	Bank Charges	\$4,657.41	\$506.73	\$0.00	\$506.73	\$5,164.14
	85050-5950-900	Cash Short/(Over)	(\$2,035.89)	\$151.60	\$286.21	(\$134.61)	(\$2,170.50)
	85060-5950-900	Cell Phone	\$1,942.07	\$200.00	\$0.00	\$200.00	\$2,142.07
	85070-5950-900	City Surcharge R & R	\$32,538.10	\$2,000.32	\$0.00	\$2,000.32	\$34,538.42
	85120-5950-900	Credit Card Discounts	\$24,130.33	\$1,233.42	\$0.00	\$1,233.42	\$25,363.75
	85140-5950-900	Donations	\$528.25	\$0.00	\$5.00	(\$5.00)	\$523.25
	85150-5950-900	Dues & Subscriptions	\$739.00	\$0.00	\$0.00	\$0.00	\$739.00
	85160-5950-900	Education & Training	\$0.00	\$45.41	\$0.00	\$45.41	\$45.41
	85190-5950-900	Employee Relations	\$1,244.93	\$1,044.05	\$1,044.24	(\$0.19)	\$1,244.74
	85200-5950-100	Employee Testing	\$93.40	\$0.00	\$0.00	\$0.00	\$93.40
	85280-5950-900	Insurance Expense	\$43,440.28	\$5,270.42	\$1,040.00	\$4,230.42	\$47,670.70
	85330-5950-900	Messenger Service - Fedex	\$276.19	\$0.00	\$0.00	\$0.00	\$276.19
	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
	85430-5950-100	O/S - Other	\$3,800.00	\$1,900.00	\$0.00	\$1,900.00	\$5,700.00
	85480-5950-900	Payroll Processing Fee	\$5,200.30	\$847.94	\$480.00	\$367.94	\$5,568.24
	85490-5950-900	Postage/Shipping	\$1,021.69	\$158.51	\$0.00	\$158.51	\$1,180.20
	85610-5950-900	Tax/Licenses/Fees	(\$225.00)	\$0.00	\$30.00	(\$30.00)	(\$255.00)
	85660-5950-540	Loss/Theft	\$81.96	\$0.00	\$0.00	\$0.00	\$81.96
	85710-5950-900	Travel - Meals	\$1,997.73	\$0.00	\$0.00	\$0.00	\$1,997.73
	85720-5950-100	Travel - Other	\$83.25	\$35.07	\$0.00	\$35.07	\$118.32
	85720-5950-900	Travel - Other	\$6,788.67	\$247.27	\$146.78	\$100.49	\$6,889.16
	85730-5950-950	Website Expenses	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00
	89020-5950-900	Employee Meals	\$113.21	\$163.29	\$107.00	\$56.29	\$169.50
	90000-5950-540	Management Fee - Tavern	\$5,141.58	\$0.00	\$0.00	\$0.00	\$5,141.58
	90000-5950-900	Management Fee	\$58,271.10	\$5,827.11	\$0.00	\$5,827.11	\$64,098.21
	98020-5950-900	Deprec - Mach & Equip	\$231.20	\$23.12	\$0.00	\$23.12	\$254.32
	98040-5950-900	Deprec - Buildings	\$724.10	\$72.41	\$0.00	\$72.41	\$796.51
	RCMWD-5950-100	Rounds - Complimentary - Weekday	12,825.00	92.00	0.00	92.00	12,917.00
	REMWD-5950-100	Rounds - Employee - Weekday	18,780.00	88.00	0.00	88.00	18,868.00
	RMBWD-5950-100	Rounds - Member - Weekday	70,817.00	454.00	0.00	454.00	71,271.00
	RPKWD-5950-100	Rounds - Peak - Weekday	370,520.00	1,892.00	0.00	1,892.00	372,412.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			173	\$0.00	\$629,229.34	\$629,229.34	\$0.00

AccountsBeginning BalanceDebitCreditNet ChangeEnding Balance



September 19th, 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 August 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 August 2018								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 31,589	\$ 44,967	\$ (13,378)		\$ 621,291	\$ 660,371	\$ 632,281	\$ (39,080)
Cart Fees	\$ 24,253	\$ 29,766	\$ (5,513)		\$ 421,137	\$ 451,578	\$ 447,919	\$ (30,441)
Range	\$ 1,606	\$ 2,666	\$ (1,060)		\$ 33,004	\$ 34,173	\$ 31,567	\$ (1,169)
Pro- Shop Revenues	\$ 4,241	\$ 4,750	\$ (509)		\$ 78,596	\$ 67,394	\$ 73,153	\$ 11,202
City Surcharge R/R	\$ 2,000	\$ 2,670	\$ (670)		\$ 34,538	\$ 37,885	\$ 36,925	\$ (3,347)
Total Revenue	\$ 63,689	\$ 84,819	\$ (21,130)		\$ 1,188,566	\$ 1,251,401	\$ 1,221,845	\$ (62,835)
Cost of Sales	\$ 2,315	\$ 2,795	\$ (480)		\$ 38,742	\$ 36,359	\$ 34,987	\$ 2,383
Merchandise	\$ 2,315	\$ 2,795	\$ (480)	56%	\$ 38,742	\$ 36,359	\$ 34,987	\$ 2,383
Gross Margin	\$ 61,374	\$ 82,024	\$ (20,650)		\$ 1,149,824	\$ 1,215,042	\$ 1,186,858	\$ (65,218)
Total Payroll	\$ 51,583	\$ 61,286	\$ (9,703)		\$ 568,506	\$ 669,504	\$ 603,652	\$ (100,998)
Total Operating Expenses	\$ 44,715	\$ 52,344	\$ (7,629)		\$ 475,019	\$ 566,199	\$ 528,782	\$ (91,180)
Net Operating Income	\$ (34,923)	\$ (31,595)	\$ (3,328)		\$ 106,299	\$ (20,335)	\$ 56,077	\$ 126,634
Other Expenses	\$ 5,923	\$ 6,094	\$ (171)		\$ 70,291	\$ 72,174	\$ 64,529	\$ (1,883)
Management Fee	\$ 5,827	\$ 5,713	\$ 114		\$ 69,240	\$ 67,983	\$ 62,841	\$ 1,257
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 381	\$ 545		\$ 1,051	\$ 4,191	\$ 1,688	\$ (3,140)
Net Cash From Ops	\$ (40,846)	\$ (37,689)	\$ (3,157)		\$ 36,008	\$ (92,509)	\$ (8,452)	\$ 128,517
Rounds								
Total Rounds	2,526	3,322	(796)		42,199	45,915	44,789	(3,716)
Paid Rounds	1,892	2,445	(553)		33,367	35,209	34,614	(1,842)
Avg. GF/CF Total rounds	\$22.11	\$22.50	\$ (0.39)		\$24.70	\$24.22	\$24.12	\$ 0.49
Avg. GF/CF Paid rounds	\$29.51	\$30.57	\$ (1.05)		\$31.24	\$31.58	\$31.21	\$ (0.34)
Avg. Merchandise/round	\$1.68	\$1.43	\$ 0.25		\$1.86	\$1.47	\$1.63	\$ 0.39

Overview:

- Overall golf revenues for August finished lower than the projected budget for the month as a result of the continued wet weather pattern in Central Florida. The rain did contribute to a loss of rounds along with 9 days of Cart Path Only restrictions.
- We performed an aerification on the greens which is a process to promote healthy turf for the upcoming winter season. This process was performed according to our agronomic schedule and this procedure does reduce player rounds as a result of the coring and topdressing of the greens.
- The range revenue was lower than the budgeted amount for August as a result of closing the range for several days due to the heavy rainfall. The pro shop and merchandise sales were equal to the projected budgeted amount.
- Total payroll for the month was lower than the projected budgeted amount, for a savings of \$9,703. 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 \$7,629. 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 September as well as controlling expenses during the month.
- The month of August is the eleventh month in our fiscal year 2017-2018. YTD, range revenue continues to be equal to the budget and pro shop revenues are higher than projected. Due to our savings in payroll and operating expenses we continue to be ahead of the projected budget for the year.

Food & Beverage:

Our entire team continues to support Flagsticks restaurant and we continue to build a strong relationship with Kevin Hannah, the owner. Our Sales Director, Reggie Hunter has been working with Kevin to promote the facility to all our guests by e-mail blasts, promotional advertising, along with posts on Facebook and Instagram.

R&R Projects:

- There were no projects for the month of August.

Tee Sheet Activity:

- There were 2,526 total rounds for the month which included 1,892 paid rounds, 454 Annual with Cypress Pass member rounds and 180 other rounds. The round type for the month included 1,790 eighteen hole rounds and 676 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.

August 2018 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	1892	2445	1975	33367	34614
Annual	454	585	496	6472	7624
Other rounds	180	292	181	2360	2551
Total Rounds	2526	3322	2652	42199	44789

Departmental Summaries:

Course & Grounds/Range

- The weather during the month of August continued to be challenging as we experienced above average rainfall in the area. The rains definitely have affected the ability of our maintenance team to maintain and cut areas of the rough and the Bahia.
- Fertilizers were applied to the putting surfaces as well as an additional herbicide for weed control. Applications of insecticides were applied to tees, greens and spot treatment to the fairways and rough areas. Spot application for weed control continues to be applied around the tees, fairways and green surrounds.
- The putting greens were aerified which is a process designed to relieve compaction of the soil and promote healthy turf as we enter the fall and winter seasons.
- The maintenance team is continuing with ongoing maintenance projects around the golf course improving the sand bunkers and teeing areas.

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 Antigua, Footjoy, Titleist, Callaway, Bridgestone, Nancy Lopez, Ahead merchandise and St Andrews products. There was \$165.00 in gift card sales purchased for the month with \$4,241 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.
- The MGA and the WGA are continuing their league play. 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 golf leagues are continuing 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 continues to assist Mr. Hannah in his marketing efforts to promote Flagsticks restaurant at Cypress Head.
- We were proud to announce that Cypress Head Golf Club received the Reader's Choice award for the "Best Golf Course in Volusia County" for the 9th year in a row. Cypress Head was also announced as the winner of the "Best Golf Course" by the Hometown News.
- 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 10,800 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.

Mindshare Reviews and Comments:

Report run: 9/6/2018 7:51 AM MDT
 Data current as of: 9/6/2018 7:50 AM MDT
REPORT CRITERIA
 Date of Survey 8/1/18 - 8/31/18
 Select level Cypress Head Golf Club
 Number of Surveys: 29

#	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					7.9	9.2	6.3	8.6	8.0	44.8	7.9		
Cypress Head Golf Club					7.9	9.2	6.3	8.6	8.0	44.8	7.9		
Golf					7.9	9.2	6.3	8.6	8.0	44.8	7.9		

- There were over 400 questionnaires mailed out to players during August. The overall rating for the golf course received a 6.3 with a recommended rating of 8.0 and our service rating is at 9.2.
- 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 starting a new series of Men's & Ladies golf clinics in September to promote Cypress Head Golf Course and the game of golf.
- We will be participating in a Folds of Honor Foundation program over the Labor Day weekend. This program is designed to provide educational scholarships to the children and spouses of our nation's fallen and disabled service-members.
- 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 10/02/2018

Consent item: No

SUBJECT: (F14) Second Reading - Ordinance No. 2018 - 24 - Annexation/1727 & 1737 Fern Park Drive; (Case No. 18-10000003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-24, to annex approximately ±15.3-acres located at 1727 & 1737 Fern Park Drive into the City of Port Orange.

SUMMARY: The proposed annexation request is to annex a ±15.3-acre property into the City. The subject property is located on the south side of Taylor Road, across from Crane Lake Mobile Home Community and includes two parcels - 1727 and 1737 Fern Park Drive. If approved, the applicant intends to submit development applications for the subject property to request the Future Land Use designation be changed from Volusia County Urban Low Intensity (0.2-4 units /acre) to City of Port Orange Urban Medium Density (4-8 units/acre) and rezone to Planned Unit Development (PUD), to allow the construction of a ±84-unit townhouse development.

Various City Departments, including Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation have reviewed the annexation request and based on the impact analysis there is adequate capacity to accommodate the proposed annexation.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-24	Ord. No. 2018-24.pdf
2.	Ord. No. 2018-24 Exhibit A	Ord. No. 2018-24 Exhibit A .pdf
3.	Ord. No. 2018-24 Exhibit B	Ord. No. 2018-24 Exhibit B .pdf
4.	Staff Report	Annexation Staff Rpt_Fern Park.pdf

Robin Fenwick

Created/Initiated - 09/17/2018

ORDINANCE NO. 2018-24

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, ANNEXING
APPROXIMATELY ±15.3 ACRES OF PROPERTY LOCATED
AT 1727 AND 1737 FERN PARK DRIVE; REPEALING
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of real property in an unincorporated area of Volusia County, Florida, contiguous to the boundary of the City of Port Orange and reasonably compact, has petitioned the governing body of the City of Port Orange that said property be annexed to and become part of Port Orange, Florida; and

WHEREAS, the City Council of the City of Port Orange, Florida, has determined that the petition is a bona fide request by the owner of real property in the area proposed to be annexed; and

WHEREAS, the City Council of the City of Port Orange, Florida, finds that it is in the best interest of the citizens of the City of Port Orange to annex said territory into the corporate limits of the City of Port Orange; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange hereby annexes the parcels of land described on **Exhibit "A"**, attached hereto and incorporated herein by reference, being in the County of Volusia and contiguous to the boundary lines of the City of Port Orange into the City of Port Orange and said parcels shall be subject to the jurisdiction, obligations, benefits and privileges of the City of Port Orange.

Section 2. The boundary lines of the City of Port Orange are hereby changed and redefined, including the annexed land described land described in **Exhibit "B"**.

Section 3. Upon approval at first reading, the City Clerk is hereby directed to publish Notice of Annexation as required by Section 171.044(2), Florida Statutes (2017), at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Port Orange or Volusia County and to provide a copy of said notice via certified mail to the Volusia County Council.

Section 4. Within seven (7) days, after adoption of this ordinance, the City Clerk is directed to file the original of said ordinance with the Clerk of the Circuit Court and the chief administrative officer of Volusia County and the Department of State.

Section 5. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective as provided by general law.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this day of

Passed and adopted on second and final reading this day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION: (Metes and Bounds Per Surveyor)

BEING A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF FERN PARK DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID CORNER BEING MARKED WITH A 1-1/2" IRON PIPE AND CAP, NO ID, (PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT NUMBER 073030); THENCE RUN NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1351.50 FEET TO A 1-1/2" IRON PIPE AND CAP ILLEGIBLE, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19 FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST, A DISTANCE OF 675.75 FEET TO A 4 INCH X 4 INCH CONCRETE MONUMENT WITH AN IRON ROD AND NO ID, SAID POINT BEING ON THE SOUTHERLY LINE OF A 25 FOOT WIDE INGRESS / EGRESS & UTILITY EASEMENT FOR FERN PARK DRIVE, AS RECORDED IN OFFICIAL RECORD BOOK 5934, PAGE 925, PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF SAID SECTION 19, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 984.41 FEET TO A 1/2" IRON PIPE, NO ID, THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00 DEGREES 13 MINUTES 02 SECONDS EAST, A DISTANCE OF 671.83 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER (1/4); THENCE ALONG SAID SOUTHERLY LINE NORTH 89 DEGREES 55 MINUTES 35 SECONDS WEST A DISTANCE OF 986.29 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION FOR THE CITY LIMITS OF PORT ORANGE, FLORIDA (PREPARED BY SLIGER & ASSOCIATES, INC.) (LAST REVISED AUGUST 14, 2018)
ALL THAT PARCEL OF LAND BEING A PORTION OF:

TOWNSHIP 16 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 32 EAST; AND TOWNSHIP 17 SOUTH, RANGE 33 EAST; BEING LOCATED WITHIN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, PUBLIC LAND SURVEYS IN THE STATE OF FLORIDA;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 3, TO THE SOUTHERLY LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 1890, PAGE 0911, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

((O.R.B. 1890, PAGE 0911) LOT 4, SUB. OF U.S. GOVERNMENT LOT 1, IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AS LAYS WESTERLY OF U.S. HIGHWAY #1, AS RECORDED IN MAP BOOK 3, PAGE 136, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; ALSO PART OF GOVERNMENT LOT 1, LYING NORTH OF DOUGHERTY CANAL AND WEST OF U.S. HIGHWAY #1, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5 OF SAID SUBDIVISION IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND/OR THE NORTHWEST CORNER OF SAID LOT 1 IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE S0°06'30"E, ALONG SAID WEST LINE OF LOT 1, SECTION 3, A DISTANCE OF 409.1 FEET TO A POINT THEREIN; THENCE N64°58'03"E, A DISTANCE OF 867.30 FEET TO A POINT IN THE WESTERLY LINE OF THE 100 FOOT RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS NOW OCCUPIED AND ESTABLISHED; THENCE N21°23'44"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 488.6 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 5, A SUB. OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AFORESAID, THENCE S60°39'46"W ALONG SAID NORTH LINE OF LOT 5, A DISTANCE OF 696.93 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 0°17'00"W, ALONG THE WEST LINE OF LOT 5, A DISTANCE OF 72.0 FEET TO THE POINT OF BEGINNING, CONTAINING 8.69 ACRES.)

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, TO A POINT IN THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE);

THENCE EASTERLY TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #1 WITH THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF LOT 3, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF SAID LOT 3 TO THE EASTERLY LINE OF THE WESTERLY 175 FEET OF THE NORTHERLY 20 FEET OF SAID LOT 3;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WESTERLY 175 FEET TO THE SOUTHERLY LINE OF RIVERLAND PARK, AS RECORDED IN MAP BOOK 9, PAGE 10, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID RIVERLAND PARK TO THE WESTERLY LINE OF THE EASTERLY 132.5 FEET OF SAID LOT 3;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE, TO THE SOUTHERLY LINE OF THE NORTHERLY 80 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 80 FEET, TO THE MEAN HIGH WATER LINE ON THE WESTERLY SHORE OF THE HALIFAX RIVER;

THENCE EASTERLY ACROSS SAID HALIFAX RIVER, TO THE SOUTHWEST CORNER OF LOT 21, RIVERVIEW SUBDIVISION ADDITION NO. 1, AS RECORDED IN MAP BOOK 19, PAGE 210, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 21 AND THE EASTERLY PROLONGATION THEREOF, TO THE SOUTHWEST CORNER OF LOT 34, SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 34, TO THE NORTH LINE OF SAID LOT 34;

THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 34, TO THE EAST LINE OF SAID LOT 34;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 34, TO THE SOUTH LINE OF SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE EASTERLY ALONG SAID SOUTH LINE OF RIVERVIEW SUBDIVISION ADDITION NO. 1, AND THE EASTERLY PROLONGATION THEREOF, TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE, TO THE NORTHWEST CORNER OF LOT 21, BLOCK F, VAN VALZAH SUBDIVISION, AS RECORDED IN MAP BOOK 15, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 21, TO THE EAST LINE OF SAID LOT 21;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 21 AND THE EAST LINE OF LOTS 16-20, SAID BLOCK F, TO THE SOUTH LINE OF SAID LOT 16;

THENCE WESTERLY ALONG SAID SOUTH LINE OF LOT 16, TO SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE TO THE NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, PER MAP RECORDED IN MAP BOOK 11, PAGE 107, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET, TO THE EASTERLY LINE OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, TO THE SOUTHERLY LINE OF THE NORTHERLY 740 FEET OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 740 FEET AND THE WESTERLY PROLONGATION THEREOF, TO SAID MEAN HIGH WATER LINE ON THE EASTERLY SHORE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, TO THE INTERSECTION WITH THE FOLLOWING DESCRIBED LINE OR THE EASTERLY PROLONGATION THEREOF, PER SAID HOUSE BILL NO. 1911;

((HOUSE BILL NO. 1911) BEGIN AT A CONCRETE MONUMENT ON THE SOUTH LINE OF FLEMING AVENUE AS SHOWN ON THE PLAT OF MARY C. FLEMING SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID MONUMENT BEING 765.45 FEET EASTERLY, AS MEASURED ALONG SAID SOUTH LINE OF FLEMING AVENUE, FROM THE WEST LINE OF RIDGEWOOD AVENUE, A 100 FOOT STREET AS SHOWN ON THE PLAT OF NORWOOD, AS RECORDED IN MAP BOOK 5, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ACROSS THE HALIFAX RIVER IN A STRAIGHT LINE, TO A POINT ON THE NORTH LINE OF SECTION 11, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID POINT BEING 1196.25 FEET WESTERLY, AS MEASURED ALONG SAID NORTH LINE OF SECTION 11, FROM THE NORTHEAST CORNER OF SAID SECTION 11, SAID POINT BEING THE END OF SAID DESCRIBED LINE);

THENCE WESTERLY ALONG SAID DESCRIBED LINE, TO THE EASTERLY LINE OF THE INTRACOASTAL WATERWAY;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE INTRACOASTAL WATERWAY, TO THE NORTHERLY LINE OF THE CORPORATE LIMITS OF THE TOWN OF PONCE INLET;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE CORPORATE LIMITS, TO THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER TO THE NORTHERLY MEAN HIGH WATERLINE OF ROSE BAY;

THENCE WESTERLY ALONG SAID NORTHERLY MEAN HIGH WATERLINE, TO A POINT THAT IS 300 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, SOUTHERLY, TO THE NORTHERLY LINE OF THE PALMAS GRANT, BEING SECTION 38, TOWNSHIP 16 SOUTH RANGE 33 EAST;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PALMAS GRANT, TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE NORTHERLY MEAN HIGH WATER LINE OF STRICKLAND BAY (SPRUCE CREEK);

THENCE WESTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF SAID STRICKLAND BAY, TO THE WESTERLY LINE OF SAID PALMAS GRANT;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PALMAS GRANT, TO THE SOUTH LINE OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 27, TO THE WEST LINE OF SPRUCE CREEK ROAD;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SPRUCE CREEK ROAD PARALLEL WITH THE WEST LINE OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TO A POINT ON A LINE, SAID LINE BEING PERPENDICULAR TO THE WEST LINE OF SECTION 34 AND 205 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WEST LINE FROM THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID PERPENDICULAR LINE, TO SAID WEST LINE OF SECTION 34;

THENCE WESTERLY ALONG THE WESTERLY PROLONGATION OF SAID PERPENDICULAR LINE A DISTANCE OF 200 FEET;

THENCE NORTHERLY, PARALLEL WITH SAID WEST LINE OF SECTION 34, TO THE NORTH LINE OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF THE NE 1/4, TO THE NORTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, TO THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 33;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE S 1/2 OF THE SE 1/4, TO THE EAST LINE OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF SECTION 33, TO THE SOUTH LINE OF SAID SECTION 33;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF SECTION 4, TO THE NORTH LINE OF THE SOUTHERLY 578 FEET OF THE NW 1/4 OF SAID SECTION 4;

THENCE WESTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 578 FEET, TO THE WEST LINE OF THE EASTERLY 176 FEET OF SAID NW 1/4;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 176 FEET, TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 4;

THENCE EASTERLY ALONG SAID SOUTH LINE OF THE NW 1/4, TO THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF THE NW 1/4 OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, TO THE NORTHERLY LINE OF SR 40-A (AKA PIONEER TRAIL);

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SR 40-A, TO THE WEST LINE OF LOT 3, 2ND SUBDIVISION OF ABBOTT FARMS, AS RECORDED IN MAP BOOK 8, PAGE 134, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 3, TO THE SOUTHWEST CORNER OF LOT 18, SAID 2ND SUBDIVISION OF ABBOTT FARMS;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 18, TO THE SOUTH LINE OF THE NORTH 827 FEET OF LOT 19;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 827 FEET AND ALONG THE SOUTH LINE OF LOT 20, SAID 2ND SUBDIVISION OF ABBOTT FARMS, TO THE WEST LINE OF SAID LOT 20;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 20, TO THE SOUTH LINE OF THE NW 1/4, SECTION 6, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NW 1/4, TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 SAID SECTION 6;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SECTION 6, TO THE SOUTH LINE OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4, SAID SECTION 6;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE SW 1/4 OF THE NW 1/4, TO THE EAST LINE OF THE WEST 256.00 FEET OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 6;

THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE OF THE WEST 256.00 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 6, SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF WATERS EDGE, PHASE V, AS RECORDED IN MAP BOOK 47, PAGES 117-120 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE IN A WESTERLY DIRECTION ALONG SAID SOUTH LINE OF WATERS EDGE, PHASE V, 181.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE;

THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, WESTERLY ALONG SAID SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6 TO THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD;

THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE SOUTH LINE OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 31, TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 31, TO THE SOUTH LINE OF THE NORTH 1710 FEET OF THE S 3/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1710 FEET TO THE WEST LINE OF THE EAST 550 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 550 FEET TO THE NORTH LINE OF THE SOUTH 420 FEET OF THE NORTH 660 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 420 FEET TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF SECTION 31, TO THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORDS BOOK 3048, PAGE 514, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

((O.R.B. 3048, PAGE 514) A PORTION OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 31, RUN S89°59'54"W ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 50.01 FEET TO THE CENTERLINE OF PROPOSED AIRPORT ROAD, A 100.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING: THENCE DEPARTING SAID NORTH LINE OF SECTION 31, RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES; S00°59'39"E, PARALLEL WITH THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 423.69 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGLE OF 38°40'52"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 945.16 FEET; THENCE S57°41'13"W A DISTANCE OF 1852.57 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGEL OF 51°21'59"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1255.12 FEET; THENCE S89°03'12"W A DISTANCE OF 2666.46 FEET TO THE WEST LINE OF SAID SECTION 31, AND THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES OF SAID AIRPORT ROAD TO LENGTHEN OR SHORTEN TO INTERSECT WITH THE NORTH AND WEST LINES OF SAID SECTION 31);

THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE BOUNDARY OF SABAL CREEK P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 167-170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG SAID BOUNDARY OF SABAL CREEK P.U.D., PHASE I, WESTERLY, SOUTHERLY AND NORTHERLY, TO THE SOUTHERLY MOST CORNER OF SABAL CREEK P.U.D., PHASE III, AS RECORDED IN MAP BOOK 45, PAGES 169 AND 170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF PARCEL "F", SAID SABAL CREEK P.U.D. PHASE III, TO THE NORTH CORNER OF PARCEL "C", SPRUCE CREEK SUBDIVISION, UNIT III-E, AS RECORDED IN MAP BOOK 43, PAGES 98-100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SAID NORTH CORNER OF PARCEL "C", BEING ON THE SOUTHERLY BOUNDARY OF THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, AS RECORDED IN PLAT BOOK 46, PAGES 17-19, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II B, AS RECORDED IN PLAT BOOK 38, PAGES 56-59, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION, UNIT II B, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II C, AS RECORDED IN PLAT BOOK 40, PAGES 79-81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION UNIT II C, TO THE BOUNDARY OF FLY-IN SPRUCE CREEK, INC. SUBDIVISION, AS RECORDED IN PLAT BOOK 33, PAGES 103-108 IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID FLY-IN SPRUCE CREEK, INC. SUBDIVISION, TO THE CENTER LINE OF SPRUCE CREEK;

THENCE EASTERLY ALONG THE CENTER LINE OF SAID SPRUCE CREEK, TO THE WEST LINE OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST 1/2 OF SECTION 30, TO THE NORTHWEST CORNER THEREOF;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30 TO THE MEAN HIGH WATER LINE OF THE NORTHERLY SHORE LINE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE EAST LINE OF THE WESTERLY 825 OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHERLY 1000 FEET OF SAID SECTION 30;

THENCE EASTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 925 FEET OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SECTION 30;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE MEAN HIGH WATER LINE OF THE NORTH SHORE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE WEST LINE OF SAID SECTION 30 AND THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY

AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD; THENCE S87°00'44"E ALONG THE NORTH LINE OF SAID R.L. LEFFMAN'S HOMESTEAD 1044.66 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE $\frac{1}{4}$, NE $\frac{1}{4}$, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST $\frac{1}{2}$, NE $\frac{1}{4}$, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT;

N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING),

THENCE SOUTHERLY, SOUTHWESTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE BOUNDARY LINES OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TO THE SOUTHWEST CORNER OF LOT 7, R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE SOUTH LINE OF LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD AS RECORDED IN MAP BOOK 10, PAGE 240, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD; THENCE WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF TAYLOR ROAD AT ITS INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 24;

THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 AND DESCRIBED AS FOLLOWS,

((ORDINANCE NO. 1998-80) LEGAL DESCRIPTION:

THE EAST ½ OF THE SOUTHWEST ¼, TOWNSHIP 16, RANGE 32, SECTION 24, VOLUSIA COUNTY, FLORIDA AND THE NORTH 413.51 FEET MEASURED ON AND WEST OF ENTERPRISE ROAD OF LOT 3 AND THE NORTH 313.50 FEET MEASURED TO THE WEST LINE OF LOT 4 BEING 1524.43 FEET ON THE NORTH LINE AND 1254.78 FEET ON THE SOUTH LINE EXCEPTING THE TRIANGLE IN THE NORTHEAST CORNER PER OFFICIAL RECORD BOOK 1307, PAGE 83, BEING 296.79 FEET ON NORTH LINE AND 196.59 FEET ON ROAD PER OFFICIAL RECORD BOOK 275, PAGE 296, SUBDIVISION OF SOUTH ½ OF SOUTHEAST ¼ PER OFFICIAL RECORD BOOK 1709, PAGE 1430, AS RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALSO DESCRIBED AS (O.R. BOOK 3078, PAGE 321), EASTERLY ½ OF THE SW ¼ OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND A PART OF LOTS 3 AND 4, OF ASSESSORS SUBDIVISION OF R.L. LEFFMAN'S HOMESTEAD AS PER MAP IN MAP BOOK 3, PAGE 56 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF SAID LOT 4, RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 4 AND 3, A DISTANCE OF 1524.43 FEET TO A POINT IN THE WESTERLY LINE OF ENTERPRISE ROAD (A 60 FOOT ROAD AS NOW LAID OUT AND USED) THENCE SOUTH 40 DEGREES, 42 MINUTES WEST ALONG THE WESTERLY LINE OF SAID ENTERPRISE ROAD, A DISTANCE OF 413.51 FEET TO A POINT, THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 1254.78 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 4, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 313.5 FEET TO THE PLACE OF BEGINNING, EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 3 WITH THE WESTERLY LINE OF WEST HERBERT STREET (FORMERLY CALLED ENTERPRISE ROAD) (A 60 FOOT RIGHT OF WAY), THENCE SOUTH 88 DEGREES 55 MINUTES WEST 296.79 FEET, THENCE SOUTH 49 DEGREES 36 MINUTES 08 SECONDS EAST, 224.11 FEET TO A POINT IN THE WESTERLY LINE OF SAID HERBERT STREET, THENCE NORTH 39 DEGREES 53 MINUTES EAST ALONG THE

WESTERLY LINE OF SAID WEST HERBERT STREET 196.59 FEET TO THE POINT OF BEGINNING, BEING ALSO KNOWN AS THAT PORTION OF SAID LOTS 3 AND 4, AFOREMENTIONED LYING EASTERLY OF THE EAST LINE OF THE 30 FOOT WIDE GAS COMPANY RIGHT OF WAY EASEMENT AND WESTERLY OF THE WEST LINE OF SAID WEST HERBERT STREET. SAID PARCEL CONTAINS 0.586 ACRES.)

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 BOUNDARY, TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4, SECTION 24;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 24 TO THE SOUTH LINE OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 685 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 4748, PAGE 685) "ATLANTIS ANNEXATION DESCRIPTION"

A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH ¼ CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 976.06 FEET TO THE CENTERLINE OF A 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 669, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING N89°29'27"E, 1776.42 FEET FROM A ½" IRON PIPE MARKING THE OCCUPIED SOUTHWEST CORNER OF SAID SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S89°29'27"W, 1776.42 FEET TO SAID ½" IRON PIPE AND THE EAST LINE OF SAID SECTION 14; THENCE S00°35'19"E ALONG SAID EAST LINE, 190.60 FEET TO A 2" IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE S88°57'50"W ALONG THE NORTH LINE OF LOTS 1, 16 AND 17, TOMOKA FARMS SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 192, SAID PUBLIC RECORDS, AND THE EASTERLY PROJECTION THEREOF, 2595.68 FEET TO THE EASTERLY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT-OF-WAY, AS RECORDED IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE N16°05'55"W ALONG SAID EASTERLY LINE, 833.38 FEET; THENCE N10°03'16"W ALONG SAID EASTERLY LINE, 22.61 FEET; THENCE N06°44'38"W ALONG SAID EASTERLY LINE, 224.69 FEET; THENCE N05°25'37"W ALONG SAID EASTERLY LINE, 434.02 FEET; THENCE N05°30'20"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N05°48'41"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N06°23'48"W ALONG SAID EASTERLY LINE, 201.86 FEET TO THE SOUTH LINE OF THE UN-NAMED 50 FOOT ROAD RIGHT-OF-WAY BETWEEN BLOCK NO. 2 AND BLOCK NO. 3 AS SHOWN ON PLAT NUMBER ONE OF CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 89, SAID PUBLIC RECORDS; THENCE N89°27'37"E ALONG SAID SOUTH LINE, 1715.79 FEET TO THE WEST LINE OF THAT PORTION OF SAID UN-NAMED ROAD VACATED BY VOLUSIA COUNTY RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, VACATING CERTAIN PORTIONS OF SAID PLAT NUMBER ONE OF CRAIG FARMS; THENCE N00°31'39"W ALONG SAID WEST LINE AND ALONG THE EAST LINE OF LOT 16 AND LOT 7, BLOCK NO. 3, SAID PLAT NUMBER ONE OF CRAIG FARMS, 777.67 FEET; THENCE DEPART SAID EAST LINE N68°48'49"E, 1575.99 FEET; THENCE N47°36'36"E, 1656.79 FEET; THENCE S43°19'32"E, 1735.09 FEET TO A LINE DEFINING THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE,

FLORIDA ORDINANCE NO. 1990-35 AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0588, SAID PUBLIC RECORDS; THENCE S47°03'35"W ALONG SAID CITY LIMITS, 349.39 FEET; THENCE S52°27'22"W ALONG SAID CITY LIMITS, 2478.68 FEET TO THE CENTERLINE OF SAID 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT; THENCE S35°57'16"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 607.14 FEET; THENCE S35°48'24"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 1733.39 FEET; THENCE S28°29'28"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 172.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 364.35 ACRES, MORE OR LESS);

THENCE WESTERLY, SOUTHERLY, AND WESTERLY, ALONG THE SOUTHERLY PROPERTY LINE OF AFORESAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS RECORDED IN ROAD BOOK 1, PAGE 28 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF LOT 2, BLOCK 3, PLAT NO. 1, CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 AND ALONG THE NORTH LINE OF LOT 16, LOT 17 AND LOT 18, SAID BLOCK 3, PLAT NO. 1, CRAIG FARMS TO THE EAST LINE OF BLOCKS 3 AND 4, SAID PLAT NO. 1, CRAIG FARMS;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE NORTH LINE OF SAID PLAT NO. 1, CRAIG FARMS;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS SHOWN IN ROAD BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF A 200 FOOT ROADWAY AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 2806, PAGE 1370) A 200 FOOT RIGHT-OF-WAY BEING AND LYING 100 FEET ON EACH SIDE OF THE CENTERLINE MIRE PARTICULARLY DESCRIBED AS FOLLOWS: A PORTION OF SECTIONS 12, 11, 10, 15, 16, 17, 18, AND 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 12, RUN NORTH 00 DEGREES 42 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 12 A DISTANCE OF 1582.875 FEET TO THE CENTERLINE OF A 200 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 2490, PGE 998, AND THE NORTHWEST COURNER OF THAT RIGHT-OF-WAYAS RECORDED IN OFFICIAL RECORDS BOOK 2483, PAGES 1012-1014, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG THE CENTERLINE OF THE 200 FOOT RIGHT-OF-WAY, SAID RIGHT-OF-WAY BEING 100 FEET ON EACH SIDE OF SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 44 MINUTES 16 SECONDS WEST A DISTANCE OF 2649.16 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS 700.00 FEET A CENTRAL ANGLE OF 27 DEGREES 14 MINUTES 33 SECONDS AND A CHORD BEARING OF SOUTH 77 DEGREES 38 MINUTES 27 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 332.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 350 FOOT RIGHT-OF-WAY; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 42 MINUTES 06 SECONDS A DISTANCE OF 167.40 FEET;

THENCE SOUTH 50 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 122.37 FEET TO THE P.C. OF AS CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 6 DEGREES 53 MINUTES 57 SECONDS, AND A CHORD BEARING OF SOUTH 53 DEGREES 46 MINUTES 04 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.29 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95, THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 32 MINUTES 23 SECONDS A DISTANCE OF 385.33 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 1765.40 FEET TO THE WEST LINE OF SAID SECTION 12, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 02 DEGREES 28 MINUTES 54 SECONDS EAST A DISTANCE OF 1505.55 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 2983.32 FEET TO THE CENTERLINE OF A NATURAL GAS TRANSMISSION LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 669, PAGE 2 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 843.71 FEET TO THE OCCUPIED CENTERLINE LINE OF TOMOKA FARMS ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW OCCUPIED; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 1534.16 FEET TO THE WEST LINE OF SAID SECTION 11, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 10 MINUTES 15 SECONDS EAST A DISTANCE OF 1334.88 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 173.39 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 55 MINUTES 13 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1672.73 FEET; THENCE SOUTH 40 DEGREES 50 MINUTES 12 SECONDS WEST A DISTANCE OF 1066.31 FEET TO THE SOUTH LINE OF SAID SECTION 10, TO THE SOUTHEAST CORNER THEREOF BEARING NORTH 85 DEGREES 57 MINUTES 01 SECONDS EAST A DISTANCE OF 2373.58 FEET; THENCE CONTINUE SOUTH 40 DEGREES 50 MINUTES 12 SECONDS WEST A DISTANCE OF 3413.45 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 5 DEGREES 36 MINUTES 52 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 195.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 756, PAGE 67, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4 DEGREES 57 MINUTES 48 SECONDS A DISTANCE OF 173.25 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 40 MINUTES 15 SECONDS AND A CHORD BEARING OF SOUTH 57 DEGREES 14 MINUTES 59 SECONDS WEST A DISTANCE OF 407.39 FEET TO THE WEST LINE OF SAID SECTION 15, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 00 DEGREES 58 MINUTES 36 SECONDS EAST A DISTANCE OF 2473.50 FEET; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 53 MINUTES 10 SECONDS A DISTANCE OF 484.72 FEET; THENCE SOUTH 76 DEGREES 58 MINUTES 17 SECONDS WEST A DISTANCE OF 1787.41 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2200.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 53 MINUTES 15 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 610.04 FEET; THENCE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 2467.66 FEET TO THE WEST LINE OF SAID SECTION 16, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 54 MINUTES 16 SECONDS EAST A DISTANCE OF 2129.78 FEET; THENCE CONTINUE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 1059.64 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 4 DEGREES 53 MINUTES 20 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 426.64 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 12 SECONDS WEST A DISTANCE OF 2218.74 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 38 MINUTES 54 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1652.19 FEET; THENCE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS

WEST A DISTANCE OF 183.52 FEET TO THE WEST LINE OF SAID SECTION 17, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 25 MINUTES 52 SECONDS EAST A DISTANCE OF 1378.54 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 1870.59 FEET TO THE SOUTH LINE OF SAID SECTION 18, THE SOUTHEAST CORNER THEREOF BEARING NORTH 88 DEGREES 06 MINUTES 32 SECONDS EAST A DISTANCE OF 1253.39 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 SECONDS WEST A DISTANCE OF 117.96 FEET T THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES TO EXTEND SOUTHWESTERLY TO THEIR INTERSECTION WITH THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1316 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTING FROM THIS DESCRIPTION, THE 350 FOOT RIGHT-OF-WAY OF INTERSTATE 95.)

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EASTERLY LINE OF AN ANNEXATION PARCEL TO THE CITY OF PORT ORANGE, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 5082, PAGE 1970 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 5082, PAGE 1970) A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST LINE OF THAT PORTION OF BLOCK NO. 3 AND BLOCK NO. 4, PLAT NUMBER ONE OF CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, VACATED BY VOLUSIA COUNTY, FLORIDA RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, SAID PUBLIC RECORDS, WITH THE NORTH LINE OF THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 2001-65 AS RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 682, SAID PUBLIC RECORDS; THENCE RUN NORTH 00 DEGREES 31 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE, 1884.60 FEET TO THE NORTH LINE OF SAID PLAT NO. ONE OF CRAIG FARMS; THENCE SOUTH 89 DEGREES 28 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE, 1971.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT OF WAY AS SHOWN ON MAP IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 15 COURSES: NORTH 20 DEGREES 56 MINUTES 04 SECONDS WEST, 50.62 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 43 SECONDS WEST, 200.06 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 18 DEGREES 07 MINUTES 54 SECONDS WEST, 100.01 FEET; THENCE NORTH 17 DEGREES 26 MINUTES 39 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 16 DEGREES 55 MINUTES 42 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 456 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 02 MINUTES 35 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 12 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 33 MINUTES 31 SECONDS WEST, 37.37 FEET TO THE NORTH LINE OF THAT 200 FOOT WIDE RIGHT OF WAY AND UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, SAID PUBLIC RECORDS; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID EASEMENT, 2057.06 FEET; THENCE DEPART SAID NORTH LINE SOUTH 00 DEGREES 27 MINUTES 16 SECONDS EAST, 412.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1120.47 FEET AND A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 31 SECONDS,; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1138.97 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2470.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 30 MINUTES 36 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1617.04 FEET; THENCE SOUTH 21 DEGREES 11

MINUTES 11 SECONDS EAST, 246.62 FEET TO THE NORTHERLY LINE OF SAID CITY OF PORT ORANGE, FLORIDA, CITY LIMITS; THENCE SOUTH 68 DEGREES 48 MINUTES 49 SECONDS WEST ALONG SAID NORTHERLY LINE, 1369.06 FEET TO THE POINT OF BEGINNING.)

THENCE SOUTHERLY AND EASTERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF AFOREMENTIONED "ATLANTIS ANNEXATION DESCRIPTION";

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE NORTH AND EAST PROPERTY LINES OF SAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE CENTERLINE OF A SWALE AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0591, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3553, PAGE 0591) A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE SOUTH 01°54'42" EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 872.25 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 AND THE POINT OF BEGINNING; THENCE DEPARTING THE AFORESAID WEST LINE OF SECTION 18, NORTH 56°25'25" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 948.65 FEET TO THE CENTERLINE OF A SWALE; THENCE DEPARTING THE AFORESAID RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID SWALE CENTERLINE: SOUTH 79°55'31" WEST, A DISTANCE OF 295.92 FEET; THENCE SOUTH 70°05'04" WEST, A DISTANCE OF 392.34 FEET; THENCE SOUTH 56°52'54" WEST, A DISTANCE OF 964.44 FEET; THENCE SOUTH 65°16'40" WEST, A DISTANCE OF 172.61 FEET; THENCE SOUTH 50°23'24" WEST, A DISTANCE OF 277.41 FEET; THENCE SOUTH 45°57'33" WEST, A DISTANCE OF 724.45 FEET; THENCE SOUTH 51°21'20" WEST, A DISTANCE OF 2480.32 FEET TO A GAS TRANSMISSION LINE; THENCE DEPARTING THE AFORESAID SWALE CENTERLINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID GAS TRANSMISSION LINE: SOUTH 37°01'12" EAST, A DISTANCE OF 2170.70 FEET; THENCE SOUTH 35°04'53" EAST, A DISTANCE OF 207.16 FEET; THENCE SOUTH 29°26'02" EAST, A DISTANCE OF 132.92 FEET TO A FENCE MARKING THE NORTH LINE OF PROPERTY OCCUPIED BY BERRIEN BECKS, SR.; THENCE DEPARTING THE AFORESAID GAS TRANSMISSION LINE NORTH 88°27'01" EAST, ALONG THE AFORESAID OCCUPIED LINE A DISTANCE OF 977.25 FEET; THENCE NORTH 89°06'46" EAST, A DISTANCE OF 2767.0/ FEET TO THE SOUTHWEST CORNER OF THE AFORESAID SECTION 18; THENCE SOUTH 88°40'06" EAST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 2254.46 FEET TO THE WEST LINE OF A 100' ACCESS ROAD RIGHT-OF-WAY; THENCE, DEPARTING THE AFORESAID SECTION LINE SOUTH 01°28'12" EAST ALONG THE AFORESAID WEST LINE A DISTANCE OF 729.01 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADUIS OF 600.00 FEET, A CENTRAL ANGLE OF 25°33'29", AND A CHORD BEARING OF SOUTH 14°14'46" EAST: THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 267.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 27°01'41" EAST, A DISTANCE OF 262.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF TAYLOR ROAD, A 100' RIGHT-OF-WAY; THENCE NORTH 62°58'19" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD, RIGHT-OF-WAY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 27°01'41" WEST ALONG THE AFORESAID EAST LINE A DISTANCE OF 282.13 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET. A CENTRAL ANGLE OF 25°33'29", AND A CHORD BEARING OF NORTH 14°14'56" WEST; THENCE RUN NORTHWESTERLY ALONG TH ARC OF SAID CURVE, A DISTANCE OF 223.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 01°28'12" WEST. A DISTANCE OF 724.12 FEET TO THE SOUTH LINE OF THE AFORSAID SECTION 18: THENCE DEPARTING THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD RIGHT-OF-WAY SOUTH 88°40'06" EAST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 18 A DISTANCE OF 251.89 FEET TO THE

SOUTH ¼ CORNER OF SAID SECTION 18; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 18 NORTH 88°58'37" EAST, A DISTANCE OF 1632.37 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID INTERSTATE NO.95; THENCE DEPARTING THE AFORESAID SOUTH LINE OF SECTION 18 NORTH 15°29'35" WEST ALONG THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 542.80 FEET; THENCE NORTH 18°14'26" WEST, A DISTANCE OF 603.51 FEET; THENCE NORTH 24°25'25" WEST, A DISTANCE OF 29.97 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADUIS OF 3644.83 FEET, A CENTRAL ANGLE OF 32°00'00", AND A CHORD BEARING OF NORTH 40°25'25" WEST ; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2035.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°25'25" WEST, A DISTANCE OF 3284.90 FEET TO THE POINT OF BEGINNING; CONTAINING 706.59 ACRES, MORE OR LESS);

THENCE NORTHEASTERLY ALONG SAID CENTERLINE, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD #9), A 350 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407;

THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, TO THE WEST LINE OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 18, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95 (STATE ROAD #9) AND THE SOUTHEASTERLY CORNER OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORD BOOK 5784, PAGE 3308 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

((O.R.B. 5784, PAGE 3308) A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGIN AT THE NORTHWEST CORNER OF HIDDEN LAKE PHASE 1V-A, AS RECORDED IN MAP BOOK 40, PAGES 86 AND 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S°04'55"W ALONG THE EAST LINE OF SAID SECTION 12, BEING ALSO THE WEST LINE OF SAID HIDDEN LAKE PHASE IV-A, BEING ALSO THE WEST LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, OF SAID PUBLIC RECORDS, A DISTANCE OF 1484.04 FEET TO THE SOUTHWEST CORNER OF SAID HIDDEN LAKE PHASE IV-B, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S0°51'33"E ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 442.01 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 95 (STATE ROAD9), A 350 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407; THENCE N55°22'05"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A DISTANCE OF 1484.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD RIGHT-OF-WAY WIDTH VARIES, PER EAST COAST BELTLINE, VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, RIGHT-OF-WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992; THENCE N13°02'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, A DISTANCE OF 538.20 FEET; THENCE N76°58'00"W A DISTANCE OF 20.00 FEET; THENCE N13°02'00"E A DISTANCE OF 603.81 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WILLOW RUN BOULEVARD BEING A 200 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 998 AND OFFICIAL RECORDS BOOK 2806, PAGE 1370, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S87°57'18"E ALONG SAID WILLOW RUN BOULEVARD A DISTANCE OF 979.84 FEET TO THE POINT OF BEGINNING, CONTAINING 1,721,044 SQUARE FEET OR 39.5097 ACRES MORE OR LESS.

AND

MAP BOOK 39 PAGES 166 AND 167, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND FOR A POINT OF BEGINNING; THENCE N87°57'18"W ALONG THE NORTH RIGHT-OF-WAY LINE OF AFORESAID WILLOW RUN BOULEVARD A DISTANCE OF 535.11 FEET; THENCE N2°04'3"E A DISTANCE OF 508.28 FEET; THENCE N68°54'04"W A DISTANCE OF 45.14 FEET; THENCE N51°38'01"W A DISTANCE OF 24.61 FEET; THENCE N32°27'40"W A DISTANCE OF 28.09 FEET; THENCE N42°12'28"W A DISTANCE OF 14.94 FEET; THENCE N36°21'04"W A DISTANCE OF 27.68 FEET; THENCE N28°43'47"W A DISTANCE OF 32.47 FEET; THENCE N15°53'44"W A DISTANCE OF 67.85 FEET; THENCE N9°15'03"W A DISTANCE OF 3094 FEET; THENCE N0°45'54"E A DISTANCE OF 17.68 FEET TO THE SOUTH LINE OF A FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY OF FLORIDA; THENCE S89°14'45"E A DISTANCE OF 659.33 FEET TO THE NORTHWEST CORNER OF SAID GLENWOOD VILLAGE PHASE II; THENCE N0°04'55"W ALONG THE WEST LINE OF SAID GLENWOOD VILLAGE PHASE II A DISTANCE OF 748.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 412,683 SQUARE FEET OR 9.474 ACRES MORE OR LESS.)

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 95 TO THE WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY PROJECT 4146-1-2, DATED MAY, 1992;

THENCE IN A NORTHERLY DIRECTION ALONG SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD TO THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ OF SECTION 12, A DISTANCE OF 200.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF A FLORIDA POWER AND LIGHT COMPANY (FP&L) RIGHT OF WAY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1664, PAGE 448 AND OFFICIAL RECORDS BOOK 2296, PAGE 1094, SAID OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, EASTERLY ALONG THE SOUTH LINE OF SAID FP&L RIGHT OF WAY LINE, 430.46 FEET, TO A POINT 200.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE WEST LINE OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID SECTION 7, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID LINE ALSO BEING THE SOUTHERLY BOUNDARY LINE OF TOWN PARK SUBDIVISION AS RECORDED IN OFFICIAL RECORDS BOOK 4280, PAGES 4198-4199 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.BOOK 4280, PAGES 4198-4199), LEGAL DESCRIPTION: RESIDENTIAL PARCEL A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY PER SAID THE GROVES PHASE "C"; THENCE N89°48'41"W, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N89°47'50"W, 69.01 FEET TO THE

BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF $57^{\circ}46'0''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 1159.45 FEET; THENCE $S32^{\circ}26'10''W$, 549.45 FEET TO THE POINT OF BEGINNING; THENCE $S44^{\circ}33'09''E$, 663.77 FEET; THENCE $S89^{\circ}19'25''E$, 827.82 FEET TO THE WESTERLY LINE OF SAID EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT; THENCE $S00^{\circ}11'27''W$, ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID MAIN DRAINAGE CANAL EASEMENT, 536.11 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF $64^{\circ}42'14''$ AND A CHORD BEARING OF $S32^{\circ}07'42''E$; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 542.06 FEET TO A POINT THAT IS 200.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID SECTION 12; THENCE $S00^{\circ}05'07''W$, PARALLEL WITH SAID EAST LINE OF SECTION 12, A DISTANCE OF 2173.19 FEET TO THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 12; THENCE $N89^{\circ}57'22''W$, ALONG THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$ OF SECTION 12 AND THE NORTH LINE OF A FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, SAID PUBLIC RECORDS, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE, 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992) AND A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF $43^{\circ}08'11''$ AND A CHORD BEARING OF $N26^{\circ}04'54''W$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 2232.11 FEET; THENCE $N47^{\circ}38'59''W$, ALONG SAID EASTERLY RIGHT OF WAY LINE, 987.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $90^{\circ}00'09''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE $N42^{\circ}21'10''E$; 682.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF $09^{\circ}55'00''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 441.35 FEET; THENCE $N32^{\circ}26'10''E$, 134.27 FEET TO THE POINT OF BEGINNING. CONTAINING 100.38 ACRES, MORE OR LESS.);

THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY LINE, AND THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY, AS SHOWN ON A VOLUSIA COUNTY, FLORIDA RIGHT OF WAY MAP, PROJECT NUMBER 4146-1-2, DATED MAY 1992;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND PROCEEDING IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 12 TO THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD:

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE NORTH LINE OF THAT PROPERTY DESCRIBED IN O.R.BOOK 5804, PAGE 3326 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 5804, PG. 3326) LEGAL DESCRIPTION - A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER

BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE N89°48'41"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N00°11'27"E ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE N89°47'50"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57°46'00"; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND THE ARC OF SAID CURVE, 1260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE S32°26'10"W, 682.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF 09°55'00"; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE S42°21'10"W ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, N47°38'59"W, 700.00 FEET; THENCE S42°21'10"W, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE N47°38'59"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08°40'17"; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE, N°28'29"E, 308.54 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTH HAVING A RADIUS OF 1937.10 FEET AND A CENTRAL ANGLE OF 39°43'41"; THENCE EASTERLY ALONG THE RC OF SAID CURVE, 1,343.16 FEET; THENCE S89°47'50"E, 2,138.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,008,217.51 SQUARE FEET OR 69.059 ACRES, MORE OR LESS,

TOGETHER WITH THE 200 FOOT RIGHT OF WAY KNOWN AS WILLIAMSON BOULEVARD ADJOINING THE CITY OF PORT ORANGE AND COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND BEING APPROXIMATELY 1446 FEET NORTH OF THE NORTH LINE OF THE MADELINE AVENUE RIGHT OF WAY AND EXTENDING IN A SOUTHERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NE ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 E, VOLUSIA COUNTY, FLORIDA.)

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN O.R. BOOK 5804, PAGE 3326 TO THE INTERSECTION OF SAID NORTH LINE WITH THE CENTERLINE OF MAIN DRAINAGE CANAL, AN 80 FOOT RIGHT OF WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGES 430-444 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 847, PAGES 430-444) DESCRIPTION FOR THE MAIN DRAINAGE CANAL EASEMENT 80 FEET WIDE IN T15 & 16S, R32 & 33E, THE CENTER LINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SECTION 18, T16S, R33E, SAID POINT BEING 1320 FEET MORE OR LESS SOUTH OF THE NE CORNER THEREOF: THENCE NORTHWESTERLY TO A POINT BEING 440 FEET WEST OF THE EAST LINE OF SAID SECTION 18; THENCE NORTHERLY AND PARALLEL TO AND AT A DISTANCE OF 440 FEET FROM THE SAID EAST LINE FOR A DISTANCE OF 860 FEET MORE OR LESS TO THE NORTH LINE OF SECTION 18, T16S, R33E; THENCE FOLLOWING THE MEANDERING NATURAL DRAINAGE SWALE NORTHWESTERLY IN SECTION 7, T16S, R33E TO ITS INTERSECTION WITH AN EXISTING DITCH ON THE WEST LINE OF THE E ½ OF THE SE ¼ OF SAID SECTION 7, SAID POINT OF INTERSECTION BEING 440 FEET SOUTH OF THE NW CORNER OF SAID E ½ OF SE ¼ OF SECTION 7; THENCE WESTERLY AND PARALLEL TO AND BEING 440 FEET SOUTHWESTERLY OF THE NORTH LINE OF THE SE ¼ OF

SAID SECTION 7 TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 7, SAID POINT BEING 440 FEET SOUTH OF THE CENTER OF SECTION 7; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT IN THE EAST-WEST CENTER LINE OF SECTION 7, SAID POINT BEING 440 FEET WEST OF THE CENTER OF SECTION 7; THENCE NORTH AND PARALLEL TO THE EAST LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 7, TO A POINT BEING 880 FEET SOUTH OF THE NORTH LINE THEREOF, SAID POINT ALSO BEING 440 FEET WEST OF THE SAID EAST LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 7 THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET SOUTH OF THE NORTH LINE OF SECTION 7, AND 880 FEET WEST OF THE EAST LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 7; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 AND 440 FEET SOUTHERLY THEREOF TO A POINT IN THE WEST LINE OF SECTION 7, SAID POINT BEING ALSO IN THE EAST LINE OF SECTION 12, T16S, R32E, 440 FEET SOUTH OF THE NE CORNER THEREOF; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET WEST OF THE NE CORNER OF SECTION 12, SAID POINT ALSO TO THE EAST LINE OF SECTION 1, T16S, R32E; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 1, T16S, R32E, AND 440 FEET WESTERLY THEREOF TO THE NORTH LINE THEREOF; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 36, T15S, R32E, AND 440 FEET WESTERLY THEREOF FOR A DISTANCE OF 3300 FEET MORE OR LESS TO AN INTERSECTION WITH A NATURAL DRAINAGE SWALE; THENCE NORTHWESTERLY IN SAID SWALE TO A POINT WHICH IS 440 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 36, BEING 2150 FEET MORE OR LESS WEST FROM THE EAST LINE OF SAID SECTION 36, THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 36 AND 440 FEET SOUTHERLY THEREOF TO THE WEST LINE OF SAID SECTION 36; THENCE CONTINUING WEST ALONG THE SAID PARALLEL LINE BEING 440 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 35, T15S, R32E, FOR A DISTANCE OF 1500 FEET MORE OR LESS TO THE TERMINUS IN A NATURAL DRAINAGE SWALE);

THENCE NORTHERLY ALONG SAID CENTER LINE, TO A POINT IN SECTION 36, TOWNSHIP 15, SOUTH RANGE 32 EAST;

THENCE DEPARTING SAID CENTERLINE AT AN INTERIOR ANGLE OF 90°05'08" EASTERLY A DISTANCE OF 389.31 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 36, SAID POINT BEING 1650.64 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SECTION 36, AS MEASURED ALONG SAID SECTION LINE;

THENCE ALONG THE WEST LINE OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, TO A POINT 1651.73 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF, AS MEASURED ALONG SAID LINE;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31, TO THE EAST LINE OF GOVERNMENT LOT 5, SAID SECTION 31;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6 TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE ALONG SAID RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3907, PAGE 4705, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3907, PAGE 4705) PARCEL 4: A PORTION OF THE NORTH 660 FEET OF THE EAST 660 FEET OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6, SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

AS A REFERENCE POINT, COMMENCE AT A PRM MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6; THENCE N0°16'30"W A DISTANCE OF 1650.00 FEET; THENCE N88°47'23"W A DISTANCE OF 126.58 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING

DESCRIBED PARCEL; THENCE S0°16'30"E A DISTANCE OF 158 FEET; THENCE S88°47'23"E A DISTANCE OF 1.58 FEET TO A POINT; THENCE S0°16'30"E A DISTANCE OF 64.70 FEET TO A POINT; THENCE N88°47'23"W A DISTANCE OF 374.37 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE SAID CLYDE MORRIS BOULEVARD; THENCE N31°34'0"W ALONG SAID EAST RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD A DISTANCE OF 264.78 FEET; THENCE S88°47'23"E A DISTANCE OF 510.36 FEET TO THE POINT OF BEGINNING);

THENCE EASTERLY, SOUTHERLY, AND WESTERLY ALONG THE BOUNDARY OF SAID PARCEL 4, TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, TO THE NORTH LINE OF THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE SOUTH 1650 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE WEST LINE OF GOVERNMENT LOT 7, SAID SECTION 31;

THENCE SOUTHERLY ALONG THE SAID WEST LINE OF GOVERNMENT LOT 7 TO THE NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 889.93 FEET, TO THE SOUTH LINE OF THE NORTHERLY 125 FEET OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WESTERLY 470.00 FEET OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE SAID NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF GOVERNMENT LOT 8 SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTH LINE OF THE SOUTHERLY 20 ACRES OF SAID GOVERNMENT LOT 8;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE EAST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE WESTERLY LINE OF THE TOWN OF BLAKE AS RECORDED IN MAP BOOK 1, PAGE 30, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID TOWN OF BLAKE, TO THE WESTERLY LINE OF THE MAP OF DUNLAWTON AS RECORDED IN MAP BOOK 14 PAGES 83-84, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 5, TO THE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 1724, PAGES 1902-1904, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 1724, PAGES 1902-1904) LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 8, DUNLAWTON; THENCE S65°W A DISTANCE OF 500 FEET; THENCE TO A POINT WHICH LIES 600 FEET S65°W OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 1, DUNLAWTON; THENCE TO THE NEAREST POINT WHERE THE LINE WILL STRIKE THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 69, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 1, DUNLAWTON; THENCE S25°E ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 410.5 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF LOT 1, SUBDIVISION OF LOT 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AFORESAID, A DISTANCE OF 551.68 FEET TO A POINT; THENCE S25°E, A DISTANCE OF 572.65 FEET TO A POINT; THENCE N65°E A DISTANCE OF 500 FEET TO A POINT IN THE WEST LINE OF BLOCK 8, DUNLAWTON; THENCE NORTH ALONG THE WEST LINE OF BLOCKS 1 AND 8, DUNLAWTON, A DISTANCE OF 339.5 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS: LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 2 AND 4 OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT Q, BLOCK 8, SAID DUNLAWTON SUBDIVISION; THENCE S65°14'55"W A DISTANCE OF 540.47 FEET; THENCE S15°56'27"E A DISTANCE OF 705 FEET MORE OR LESS TO THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 68, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N0°50'10"E ALONG THE WEST LINE OF SAID U.S. LOT 2, A DISTANCE OF 2100 FEET MORE OR LESS; THENCE S26°59'44"E A DISTANCE OF 572.75 FEET; THENCE N63°00'16"E A DISTANCE OF 500 FEET; THENCE S26°59'44"E A DISTANCE OF 585 FEET TO THE POINT BEGINNING. CONTAINING 46.57 ACRES MORE OR LESS);

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID PARCEL, TO THE SOUTH LINE OF THE NORTHERLY 75 OF LOT 1, BLOCK 8, SAID MAP OF DUNLAWTON;

THENCE ALONG SAID SOUTH LINE OF THE NORTHERLY 75 FEET, TO THE EAST LINE OF SAID LOT 1, BLOCK 8;

THENCE SOUTHERLY AND WESTERLY ALONG SAID LOT 1 BLOCK 8, TO THE SOUTHWEST CORNER THEREOF;

THENCE CONTINUE ALONG SAID PARCEL RECORDED IN BOOK 1724 PAGES 1902-1909 WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 5A(NOVA ROAD) VOLUSIA COUNTY, SECTION 79190-2510, SHEET 6 OF 17;

THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF ALICE STREET, AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY LINE OF LOT 2, BLOCK 9, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 2, BLOCK 9 TO THE SOUTHEAST CORNER THEREOF;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 4, BLOCK 10, SAID MAP OF DUNLAWTON TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 2, BLOCK 10, SAID MAP OF DUNLAWTON, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, BLOCK 10, TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 165 FEET OF LOT 3 BLOCK 7, SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 264 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE CENTERLINE OF SAID PEPPERHILL ROAD;

THENCE NORTHERLY ALONG SAID CENTERLINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF SHELDON AVENUE AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF LOT 1, BLOCK 6, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 1, BLOCK 6, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOT 3, BLOCK 6, OF SAID MAP OF DUNLAWTON, TO THE SOUTHERLY LINE OF THE NORTHERLY 50 FEET OF SAID LOT 3, BLOCK 6;

THENCE EASTERLY ALONG SAID LINE, TO THE EASTERLY LINE OF SAID LOT 3, BLOCK 6;

THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOT 3, BLOCK 6, LOT 2, BLOCK 11 AND LOT 3, BLOCK 11, SAID MAP OF DUNLAWTON, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE;

THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE OF SECTION 4, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCELS:

PARCEL "A"

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, WEST OF CLYDE MORRIS BOULEVARD, OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT THE SOUTH 930 FEET THEREOF.

PARCEL "C"

THE SOUTH 1/5, OF THE NE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST TOGETHER WITH;

THE NORTH 1/2, OF THE SE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST LYING EASTERLY OF CLYDE MORRIS BOULEVARD.

PARCEL "D"

THE SOUTH 350 FEET OF THE EAST 100 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

PARCEL "E":

THE NORTH 110 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH RANGE 33 EAST, EXCEPT THE EAST 32.50 FEET THEREOF.

PARCEL "F":

THE EAST 13 CHAINS, OF THE NE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

LESS AND EXCEPT THAT PORTION LYING WITHIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2639, PAGE 0179; PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7537, PAGE 4437, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

LESS AND EXCEPT THAT PORTION LYING WITHIN AND NORTHEASTERLY OF AIRPORT ROAD.

PARCEL "G"

THE SE 1/4 OF THE SE 1/4, OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST; LESS AND EXCEPT THAT PORTION LYING WITHIN "THE SANCTUARY ON SPRUCE CREEK, PHASE 1", AS RECORDED IN MAP BOOK 45, PAGES 48-51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN AIRPORT ROAD.

PARCEL "H"

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 29, 327.4 FEET TO THE WEST R/W OF COUNTY ROAD;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 184.5 FEET FOR THE POINT OF BEGINNING;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 437.08 FEET;

THENCE NORTHERLY, 353.5 FEET ALONG SAID R/W, BEING AN ARC OF A CURVE WITH A RADIUS OF 432.78 FEET AND AN ANGLE OF 46 DEGREES, 48 MINUTES;

THENCE WEST 1159.65 FEET TO THE CENTER OF SPRUCE CREEK;

THENCE ALONG CENTER OF SAID SPRUCE CREEK SOUTH 28 DEGREES, 14 MINUTES WEST, 37.7 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 11 DEGREES, 00 MINUTES WEST, 158 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 08 DEGREES, 22 MINUTES EAST, 51.1 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 29 DEGREES, 00 MINUTES EAST, 400 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 09 DEGREES, 57 MINUTES EAST, 173.36 FEET;

THENCE EAST 889.9 FEET TO POINT OF BEGINNING, CONTAINING 19.2 ACRES MORE OR LESS, BEING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 29 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIPTION PER OFFICIAL RECORDS BOOK 567 PAGE 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PORTION OF SAID PROPERTY IN SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST RESIDING WITHIN THE CORPORATE BOUNDARY OF THE CITY OF PORT ORANGE.

PARCEL "I"

ALL THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH RANGE 32 EAST LYING EASTERLY OF THE EAST RIGHT OF WAY OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF

SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE $\frac{1}{4}$, NE $\frac{1}{4}$, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST $\frac{1}{2}$, NE $\frac{1}{4}$, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED

S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.)

PARCEL "J"

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 3959.99 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST 118.33 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 995.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST 302.92 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST 254.77 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL "K"

ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF THE WEST LINE OF THE EAST 270.00 FEET OF SAID NORTHWEST 1/4 AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THE SOUTHWEST 1/4 OF SAID SECTION 19, LESS AND EXCEPT THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD; THENCE SOUTH 87°00'44" EAST ALONG THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE

33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44" E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44" E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

FURTHER EXCEPTIONING FROM THE SOUTHWEST ¼ OF SAID SECTION 19 THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 7318, PAGE 1477, SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

(O.R. Book: 7318, Page: 1477)

The Southwest ¼ of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida.

AND FURTHER EXCEPTIONING FROM THE SOUTHWEST ¼ OF SAID SECTION 19 THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 7136, PAGE 3051, SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

(O.R. Book: 7136, Page: 3051)

The West ½ of the following described property:

That part of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida, and being more particularly described as follows:

From a reference point, being the Southwest corner of said Section 19, run North 01° 06' 10" West, a distance of 2027.64 feet to a point; thence run North 89° 17' 25" East a distance of 656.13 feet to the Point of Beginning; Thence continue North 89° 17' 25" East a distance of 656.26 feet to a point; thence run South 01° 23' 45" West a distance of 673.98 feet to a point; thence run South 89° 20' 05" West a distance of 658.86 feet to a point; thence run North 1° 11' 55" West a distance of 673.54 feet to the Point of Beginning. Together with an easement for ingress and egress to the above described property, said easement being described as follows: a 25 foot road easement in Section 24, Township 16 South, Range 32 East and Section 19, Township 16 South, Range 33 East, in Volusia County, Florida, described as follows: All land lying within 25 feet North, measured at right angles, from the following described line; beginning at the intersection of the Southeasterly line of Samsula (Taylor) Road, a 100 foot road as now occupied and recognized; with centerline of the Northeast ¼ of the Southeast ¼ of said Section 24, Township 16 South, Range 32 East; run thence North 89° 17' 25" East along said center line for a distance of 288.5 feet to a point in the Eastline of said Section 24; thence continue North 89° 17' 25" East and along the center line of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, a distance of 681.13 feet to a point; said point being the Easterly termination of this description.

Together with an easement for ingress and egress and utilities over the West 12.5 feet of the East ½ of the following described property: That part of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida, and being more particularly described as follows: From a reference point, being the Southwest corner of said Section 19, run North 01° 06' 10" West a distance of 2027.64 feet to a point; thence run North 89° 17' 25" East a distance of 656.13 feet to the Point of Beginning; thence continue North 89° 17' 25" East a distance of 656.28 feet to a point; thence run South 01° 23' 45" West a distance of 673.98 feet to a point; thence run South 89° 20' 05" West a distance of 658.86 feet to a point; thence run North 01° 11' 55" West a distance of 673.54 feet to the Point of Beginning.

PARCEL "L"

(Official Records Book 3619, Page 1288) A portion of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, described as follows : Beginning at a concrete monument marking the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 24; thence West along the North

line of the Northeast 1/4 of the Southeast 1/4 of said Section 24 a distance of 385.3 feet to the Place of Beginning of Parcel 1; thence South a distance of 510.39 feet to a point in the Westerly right of way line of Samsula-Port Orange Road (a 100.00 foot right of way as proposed); thence South 39 degrees 53 minutes West along the Westerly boundary of said proposed road a distance of 140.29 feet; thence North 10 degrees 32 minutes 40 seconds West a distance of 628.65 feet; thence East a distance of 205.0 feet to the Place of Beginning.

PARCEL "M"

A portion of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida; thence North 00°00'00" East, a distance of 208.80 feet along the West line of the NE 1/4 of the SE 1/4 of said Section 24 to a point on the Southwesterly line of Parcel 1 as described in Official Records Book 7058, Pages 4250 through 4251, Public Records of Volusia County, Florida; thence South 41°45'28" East, a distance of 278.35 feet along the Southwesterly line of said Parcel 1 to a point on the South line of said NE 1/4 of the SE 1/4; thence South 89°38'31" West, a distance of 185.38 feet along said South line to the POINT OF BEGINNING.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0080-6224-00-00-0080

(Official Records Book 6726, Page 482) The Northerly 175 feet of the Southerly 325 feet of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, as lies Easterly of the center line of a county road known as Samsula Road, Volusia, County Florida.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0090-6224-00-00-0090

(Official Records Book 4214, Page 111) Part of the Northeast quarter of the Southeast quarter, Section 24, Township 16 South, Range 32 East, described as follows : the Southerly 150 feet as lies Easterly of a county maintained road known as "Samsula Road" the said parcel being subject to the use of the public for road purposes in and over that part maintained by Volusia, County, Florida, Board of County Commissioners.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE 1/4, NE 1/4, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST 1/2, NE 1/4, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE

CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED $N49^{\circ}40'40''E$, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE $N89^{\circ}01'30''E$, ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: $N00^{\circ}59'20''W$, 220.07 FEET TO A CONCRETE MONUMENT; $N62^{\circ}26'20''E$, 300 FEET TO A CONCRETE MONUMENT; $N54^{\circ}33'00''E$, 690 FEET TO A CONCRETE MONUMENT; $N59^{\circ}56'40''E$, 320 FEET TO A CONCRETE MONUMENT; $N80^{\circ}57'00''E$, 285 FEET TO A CONCRETE MONUMENT; $N60^{\circ}28'30''E$, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED $S00^{\circ}31'50''W$, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE $\frac{1}{4}$ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE $\frac{1}{4}$ OF SECTION 25 TO THE PLACE OF BEGINNING.);

AND ALSO THAT PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 3838, PAGE 1888 OF SAID PUBLIC RECORDS AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 3838, PAGE 1888) PARCEL A:

PART OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND PART OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, SECTION 19, TOWNSHIP 16-S, RANGE 33-E AND PART OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, SECTION 24, TOWNSHIP 16-S, RANGE 32-E VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

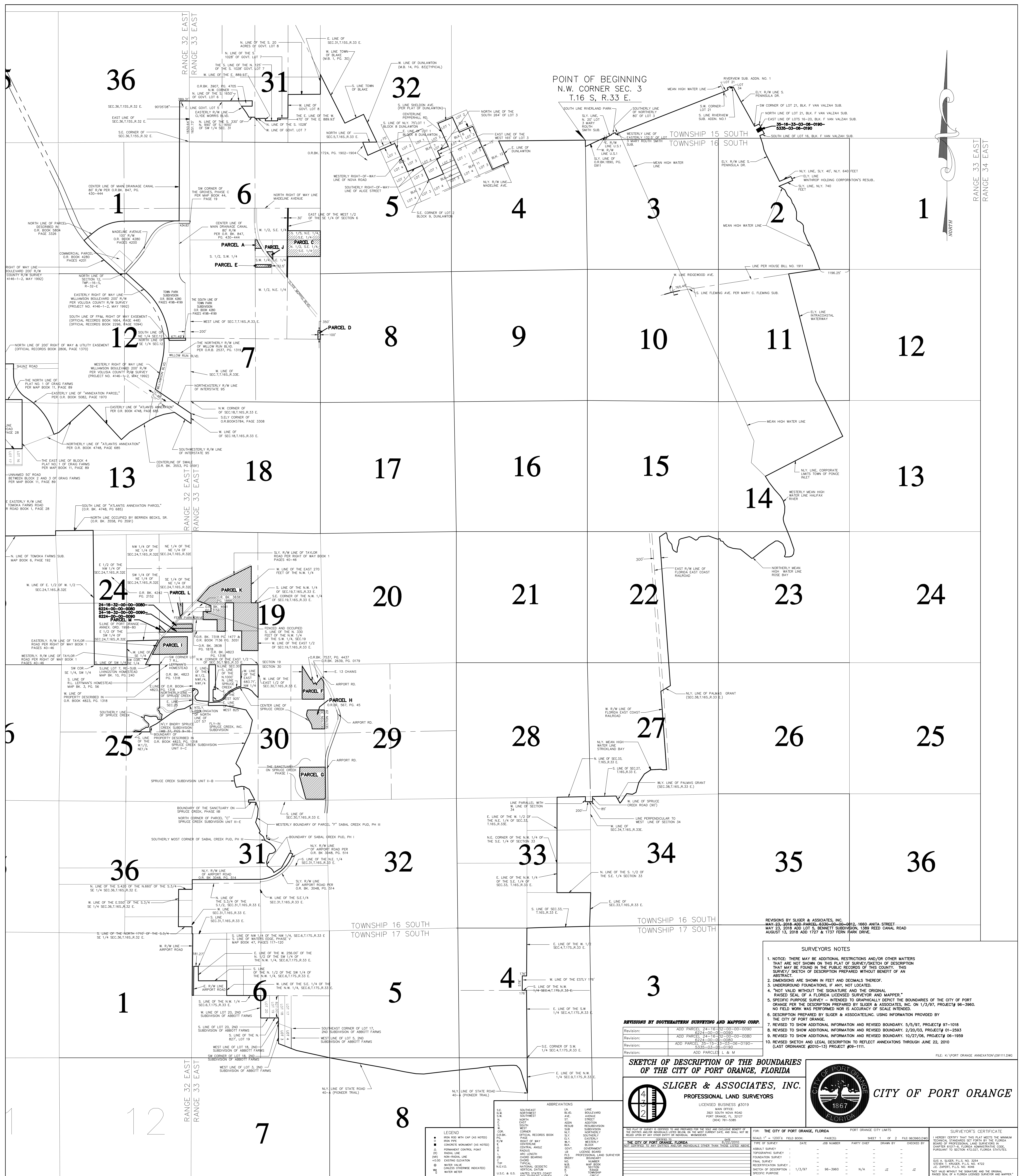
COMMENCE AT A CONCRETE MONUMENT MARKING THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SEC. 19; THENCE $N87^{\circ}16'16''E$ ALONG THE N LINE OF SAID SW $\frac{1}{4}$ FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE $N36^{\circ}51'35''E$ ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT. TO THE POINT OF BEGINNING; THENCE $S71^{\circ}20'15''E$ 178.75 FT.; THENCE $S02^{\circ}39'15''E$ 342.04 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, SECTION 19-16-33; THENCE $S87^{\circ}20'45''W$ ALONG THE ABOVE DESCRIBED SOUTH LINE AND THE EXTENSION THEREOF FOR A DISTANCE OF 502.19 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE $N36^{\circ}51'35''E$ ALONG SAID EASTERLY RIGHT-OF-WAY FOR A DISTANCE OF 527.55 FT. TO THE POINT OF BEGINNING, CONTAINING 3.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

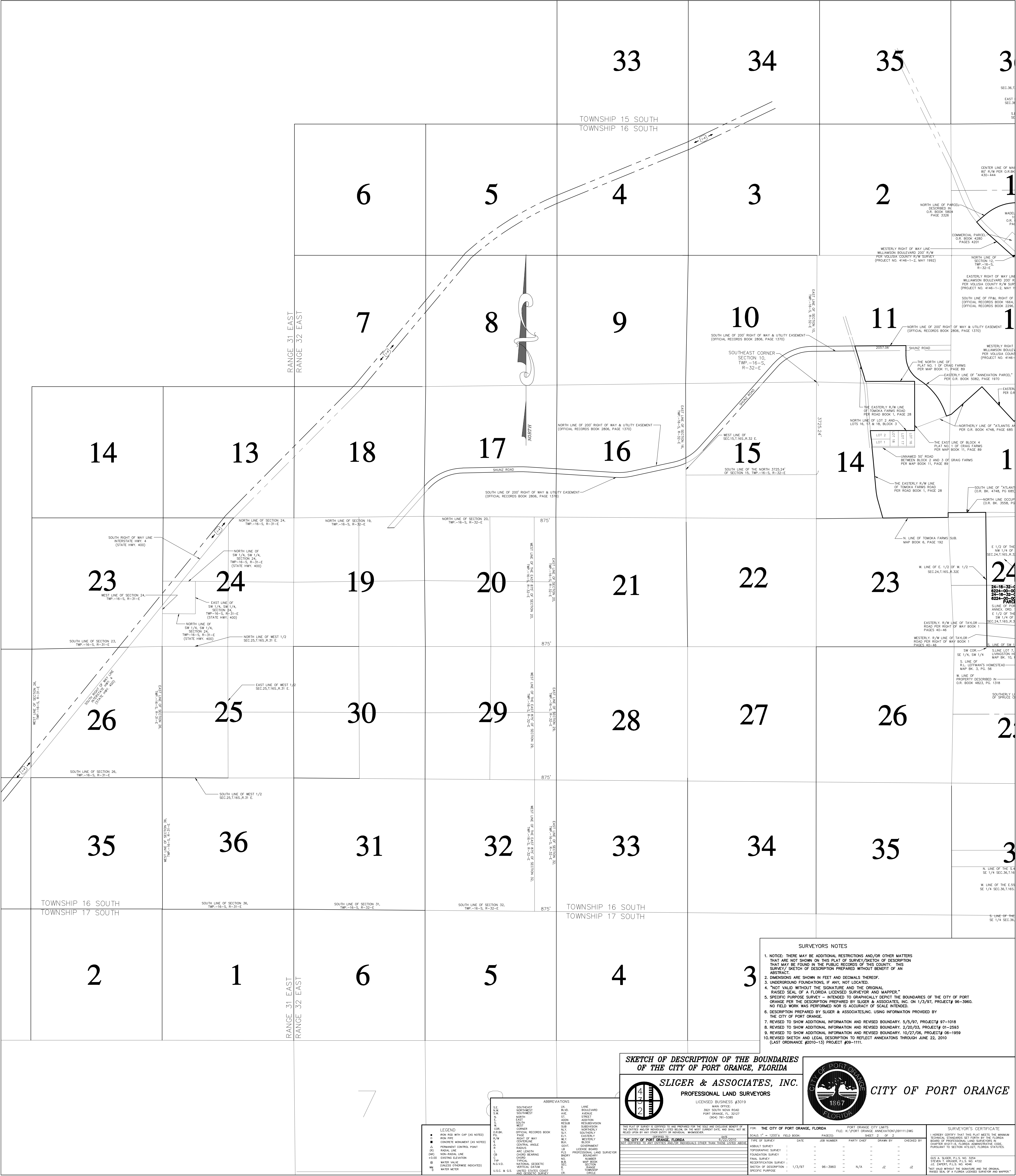
PARCEL B:

PART OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND PART OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ SECTION 19, TOWNSHIP 16S, RANGE 32E, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$ OF SAID SEC. 19; THENCE $N87^{\circ}16'16''E$ ALONG THE NORTH LINE OF SAID SW $\frac{1}{4}$ FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE $N36^{\circ}51'$

35"E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT.: THENCE S71° 20' 15"E 178.75 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S71° 20' 15"E 329.58 FT.: THENCE S03° 49' 18"E 222.33 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW 1/4 OF THE SW 1/4, SEC. 19-16-33: THENCE S87° 20' 45" W ALONG ABOVE DESCRIBED SOUTH LINE FOR A DISTANCE OF 311.58 FEET: THENCE N02° 39' 15" E 342.04 FT. TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.)





SURVEYORS NOTES

- NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SECTION OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
- "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
- SPECIFIC PURPOSE SURVEY - INTENDED TO GRAPHICALLY DEPICT THE BOUNDARIES OF THE CITY OF PORT ORANGE PER THE DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. ON 1/3/97, PROJECT# 96-3960. NO FIELD WORK WAS PERFORMED NOR IS ACCURACY OF SCALE INTENDED.
- DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. USING INFORMATION PROVIDED BY THE CITY OF PORT ORANGE.
- REVISED TO SHOW ADDITIONAL INFORMATION AND REVISED BOUNDARY. 5/5/97, PROJECT# 97-1018
- REVISED TO SHOW ADDITIONAL INFORMATION AND REVISED BOUNDARY. 2/20/03, PROJECT# 01-2593
- REVISED TO SHOW ADDITIONAL INFORMATION AND REVISED BOUNDARY. 10/27/06, PROJECT# 06-1959
- REVISED SKETCH AND LEGAL DESCRIPTION TO REFLECT ANNEXATIONS THROUGH JUNE 22, 2010 (LAST ORDINANCE #2010-13) PROJECT #09-1111.

SKETCH OF DESCRIPTION OF THE BOUNDARIES OF THE CITY OF PORT ORANGE, FLORIDA

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS #3019
MAIN OFFICE:
3901 SOUTH HOWA ROAD
PORT ORANGE, FL 32127
(404) 761-3385

THIS PLAT OF SURVEY IS OFFERED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE CITY OF PORT ORANGE, FLORIDA. THE CITY OF PORT ORANGE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND SHALL NOT BE HELD LIABLE FOR ANY OTHER DATA OR INFORMATION. THE CITY OF PORT ORANGE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND SHALL NOT BE HELD LIABLE FOR ANY OTHER DATA OR INFORMATION.

DATE: 6/22/2010
BY: JEFFREY A. SLIGER, P.L.S. NO. 2294

FOR: THE CITY OF PORT ORANGE, FLORIDA

SCALE: 1" = 1200.0' FIELD BOOK

TYPE OF SURVEY	DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
ADULT SURVEY	-	-	-	-	-
TOPOGRAPHIC SURVEY	-	-	-	-	-
FOUNDATION SURVEY	-	-	-	-	-
FINAL SURVEY	-	-	-	-	-
RECONSTRUCTION SURVEY	-	-	-	-	-
RECONSTRUCTION SURVEY	1/3/97	96-3960	N/A	JZ	JZ
SPECIFIC PURPOSE	-	-	-	-	-

FILE: K:\PORT ORANGE ANNEXATION\091111.DWG
SHEET: 2 OF 2

CITY OF PORT ORANGE
1867

CITY OF PORT ORANGE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM REQUIREMENTS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN PURSUANCE OF CHAPTER 473, FLORIDA STATUTES.

JEFFREY A. SLIGER, P.L.S. NO. 2294
J.E. ZAPERT, P.L.S. NO. 4722

NOTED AND WHAT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



STAFF REPORT

ANNEXATION

1727 & 1737 FERN PARK DRIVE
CASE NO. 18-10000003

REQUEST:	Annex ± 15.3 acres of property into the City of Port Orange
LOCATION:	1727 & 1737 Fern Park Drive (Figure 1 - Location Map)
OWNER:	Danielle Garguillo Sahlman
APPLICANT:	Colleen Miles, Land Development Resource Group, LLC
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
CITY COUNCIL DATE:	September 4, 2018

PROPERTY OVERVIEW

The applicant is requesting to annex a ± 15.3 -acre property into the City. If approved, the applicant intends to submit development applications for the subject property to request the Future Land Use designation be changed from Volusia County *Urban Low Intensity* (0.2-4 units /acre) to City of Port Orange *Urban Medium Density* (4-8 units/acre) and rezone to Planned Unit Development (PUD), to allow the construction of a ± 84 -unit townhouse development.



STATE REQUIRED LOCATIONAL CRITERIA

Florida Law requires unincorporated parcels to meet three locational criteria before a municipality may annex them. Pursuant to section 171.043(1) Florida Statutes, this report certifies that the area to be annexed is: 1) contiguous to the City of Port Orange boundaries; 2) reasonably compact (does not contribute to urban sprawl); and 3) not currently part of the incorporated area of another municipality.

LAND USES, ZONING AND EXISTING USES

The subject property includes two parcels each currently developed with a single-family home and accessory structures. The surrounding Future Land Use (FLU) and Zoning are shown on the attached maps (Exhibits A and B).

The County FLU and Zoning designations on the property will need to be changed to City of Port Orange designations. According to the applicant, the intent is to submit a FLU amendment to change the FLU designation for the ±15.3-acre site to *Urban Medium Density* (4-8 units/acre) and request a rezoning to City of Port Orange “PUD” (Planned Unit Development). At the time of writing this report, the applicant has not officially submitted a FLU amendment or rezoning application for the subject property.

However, as part of the annexation materials provided to City staff for their review, staff were made aware that if the annexation is approved by the City Council, the applicant intends to submit development applications to change the FLU and rezone the property to PUD to develop an 84-unit townhouse development.

Access to the property is currently provided through an unpaved access easement. According to the applicant, a new, paved 50-foot wide right-of-way will be dedicated to the City as part the proposed development of the subject property.

City staff were asked to also consider the future proposal in their analysis and provide back of any possible service issues with development of an 84-unit townhouse development on 15.3-acres. Based on the responses back, no services issues were identified for either scenario; however, as typically completed with all FLU and rezoning applications, all public facilities including roads, sewer, water, drainage, parks, and schools will be analyzed at the time the applications are submitted to verify adequate capacity to accommodate the proposed development.

IMPACT TO CITY SERVICES

A memo was sent to various City departments, including Police, Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation. Based upon the responses received from the City departments and the impact analysis, there is adequate capacity to accommodate the proposed annexation of the 15.3-acre parcel.

Potable Water, Sanitary Sewer, and Reclaimed Water

The City currently has available well and Consumptive Use Permit (CUP) capacity to serve the proposed development of the property with potable water. The City also currently has available sewer capacity to accommodate the proposed development of the property. Connection to City water, sewer, and reclaimed water will occur as part of the future development of the property.

Solid Waste

Upon annexation and development, the subject property will be required to receive solid waste collection and disposal service by the City's solid waste private contractor.

Stormwater Management

There is no impact to the City's drainage system anticipated with the annexation. The City's Comprehensive Plan and Land Development Code (LDC) require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the subject property will be required to address stormwater retention on the property in accordance with the LDC.

Transportation

There is no increase in the number of vehicular trips as a result of the property annexing into the City of Port Orange. According to the latest traffic counts taken by Volusia County, capacity remains on the roadway segments adjacent to the subject property. However, any development of this property will be required to comply with the City's concurrency management standards. The City will require the submittal of a traffic study at the time a final site plan or subdivision is submitted for this property, or for an overall project that includes the subject property, to fully assess the impacts of the development on the surrounding roadway network and to identify any roadway improvements that might be needed. Similar to other developments within this area of the City, the developer may be required to enter into a Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the impacted areas.

Roadway Segment	Maintaining Agency	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity
Taylor Road (Spruce Creek Blvd. to Crane Lake Blvd.)	Volusia County	E	17,050	10,880	6,170 (36%)
Taylor Road (Crane Lake Blvd. to Summertree Rd)	Volusia County	E	17,050	16,120	930 (5%)
Taylor Road (Summertree Rd. to Williamson Blvd.)	Volusia County	E	37,970	15,530	22,440 (59%)

Source: Volusia County 2017 Traffic Counts (most current available data)

Also, any future development in this area will require dedication of land for the ultimate 120-foot right-of-way for Taylor Road and a 50-foot right-of-way for Fern Park Drive. The widening of Taylor Road is currently on the County's Unfunded Needs List, which means it is not in the 5-year Work Plan but would likely get funded prior to projects on the Long-Term Plan List (possibly within 10 -15 years).

Police

The Police Department did not indicate that the proposed annexation would create deficiencies in law enforcement coverage for the area.

Fire

The Fire and Rescue Department did not indicate that the proposed annexation would create difficulties in serving this area.

Recreation

The City's recreation facilities have capacity to support the proposed annexation. The proposed development of the subject property with 84 townhomes will generate the need for 1.3 acres of parkland. According to the City's 2017 Concurrency Management Report, the City has an excess of 68 acres of parkland beyond the adopted level-of-service requirement for parkland. Any future development of the subject property will be required to address parkland in accordance with the LDC.

RECOMMENDATION

Based on the findings of this report, staff recommends approval of the request to annex approximately 15.3 acres of property, located at 1727 & 1737 Fern Park Drive, into the City of Port Orange.

ATTACHMENTS

- Exhibit A – Current and Proposed Future Land Use Map
- Exhibit B – Current and Proposed Zoning Map



Current Future Land Use

- | | |
|---|---|
|  Public/Institutional |  Suburban Residential (2-4 Units/Acre) |
|  Conservation |  Urban Medium Density Residential (4-8 Units/Acre) |
|  Rural Transition (0-2 Units/Acre) |  Office/Residential Transition (Up to 10 Units/Acre) |

Proposed Future Land Use

- | |
|---|
|  Commercial |
|  Volusia County Urban Low Intensity |
|  Volusia County Environmental Systems Corridor |
|  Volusia County Rural |

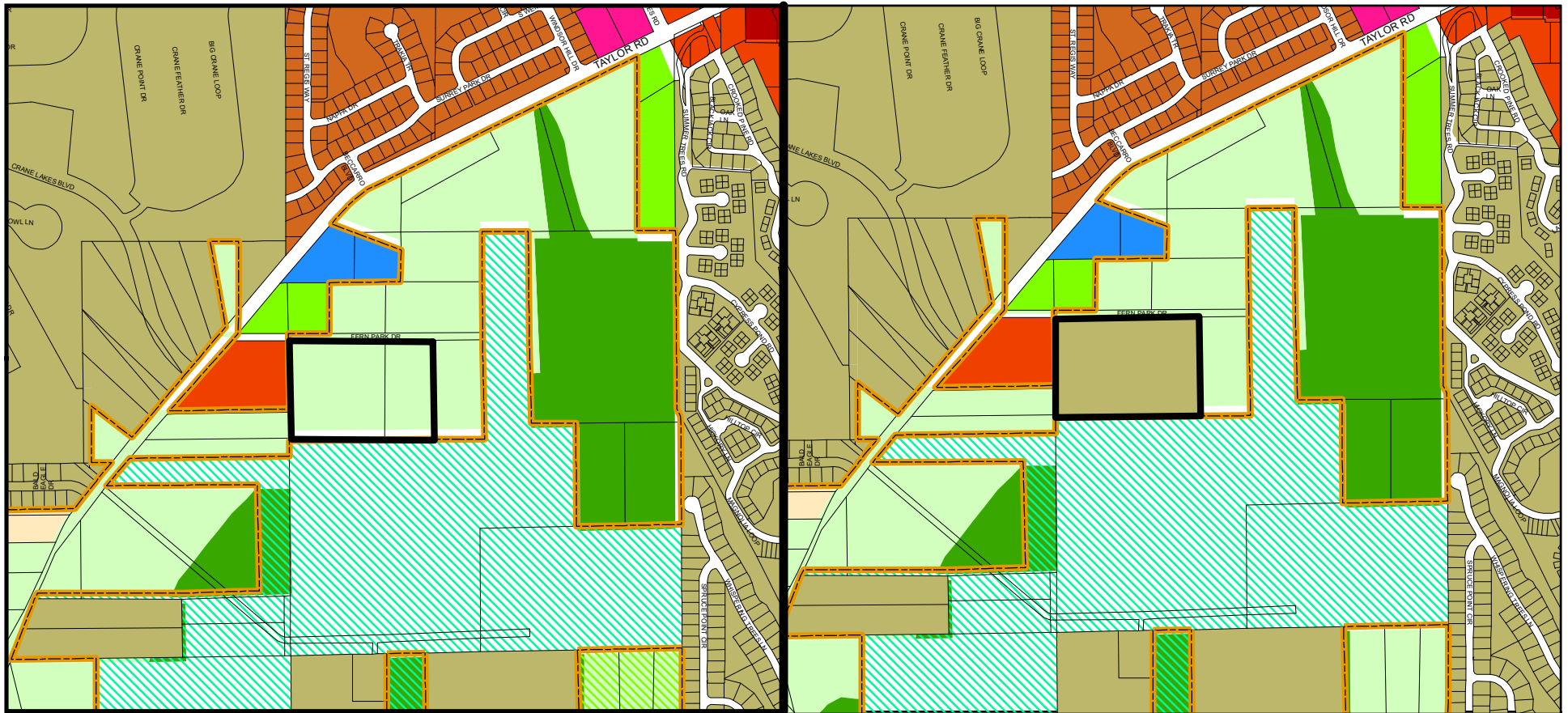


EXHIBIT A

CASE NO. 18-10000003

DEPARTMENT OF COMMUNITY DEVELOPMENT





Current Zoning

- | | |
|---------------------------------|-------------------------------------|
| GPU Government/Public Use | PCD Planned Commercial Development |
| A Agriculture | CC Community Commercial |
| R-8SF Single Family Residential | ICD Interchange Commercial District |
| PUD Planned Unit Development | Volusia County Resource Corridor |

Proposed Zoning

- | |
|--|
| Volusia County Agriculture |
| Volusia County Conservation & Forestry |
| Volusia County Resource Corridor |
| Volusia County Rural Residential |



EXHIBIT B

CASE NO. 18-10000003

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: No

SUBJECT: (F15) First Reading - Ordinance No. 2018-26 - LDC Text Amendment
Chapter 17, Section 26 - GPU Zoning District

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2018-26, amending Chapter 17, Section 26 of the Land Development Code.

SUMMARY: The Land Development Code (LDC) requires all uses listed in the Government/Public Use (GPU) Zoning District as permitted to be brought before the Planning Commission and City Council, but no action is required because the uses are allowed. For any new use on property zoned GPU, a “Change of Use” application is required to be submitted and presented to the Planning Commission and City Council.

The “Change of Use” application only applies to the GPU zoning district and no other Port Orange zoning district requires a “Change of Use” application for a permitted use. The “change of use” process creates confusion because having the item presented at a public hearing gives the perception that there will be a vote to allow or deny the use. Unlike other development applications listed in the LDC, such as Special Exception, Conditional Use, Rezoning, and Future Land Use, there is not specific criteria that a “Change of Use” request is required to meet.

Similar to any use listed as permitted in a City zoning district, including the GPU zoning district, the proposed development will be required to go through the standard Development Review Process, including submitting a site plan or subdivision that meets all of the regulations within the LDC and building permits to meet the Florida Building Code.

The uses listed as a permitted use with special development requirements or a Special Exception use in the GPU Zoning District will not change and will be required to comply with requirements and approval process in the LDC.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-26 - LDC GPU Amendment	Ord. No. 2018-26 - LDC GPU Amendment.pdf
2.	Staff Report	Staff Report_LDC Ch 17 - GPU_no CoU.pdf

Melanie Schmotzer	Created/Initiated - 08/16/2018
Tim Burman	Approved - 08/16/2018
Matthew Jones	Approved - 08/24/2018
Jake Johansson	Approved - 09/06/2018
Robin Fenwick	Final Approval - 09/17/2018

ORDINANCE NO. 2018-26

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE CITY OF PORT ORANGE LAND DEVELOPMENT CODE; AMENDING CHAPTER 17, SECTION 26, TO REMOVE THE CHANGE OF USE PUBLICATION AND HEARING PROCEDURE FOR PERMITTED USES IN THE GOVERNMENT/PUBLIC USE ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, the proposed amendment is intended to improve the content of the existing code as part of an on-going maintenance effort; and

WHEREAS, the proposed amendment will enhance consistency among the zoning districts; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 17, Section 26 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 26: - Government/public use (GPU) district.

- (a) Purpose and intent. The government/public use (GPU) district is intended to provide for public and quasi-public uses in a setting which recognizes the special character and location requirements of such facilities.
- (b) Permitted uses. All uses proposed by any governmental entity or agency thereof shall be permitted in this district. In addition, the following quasi-public uses shall be permitted in this district:

- (1) Adult/vocational education.
- (2) Antennas.
- (3) Camouflaged and monopole communication towers.
- (4) Cemeteries.
- (5) Charitable organization offices.
- (6) Hospitals.
- (7) Houses of worship.
- (8) Nursing homes.
- (9) Private schools.
- (10) Public utility stations/plants.

~~All proposed uses of land within the GPU district shall be advertised for public hearing at the time of rezoning, or prior to a change of use.~~

(bb) Permitted uses with special development requirements (chapter 18, section 4).

- (1) Child care centers (subsection 4).
- (2) Community gardens (subsection 5.1).

(c) Special exception uses (chapter 18, section 3).

- (1) Guyed and lattice communication towers.
- (2) Marina, recreational (subsection 9.6).

(d) Violation of terms or conditions. It is a violation of this code for any person to violate or to refuse or fail to comply with any term or condition of a rezoning or a change of use in the GPU district. Violations may be prosecuted or enforced as provided by law for prosecution or enforcement of municipal ordinances.

SECTION 2: CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: CODIFICATION.

The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 4: SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



STAFF REPORT

CASE NO. 18-25000007

LDC Amendment/Chapter 17, Section 26

REQUEST:	To amend the Land Development Code (LDC) to remove the requirement for a notice hearing for permitted uses in the GPU zoning district.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION DATE:	August 23, 2018

SUMMARY OF PROPOSED AMENDMENT

The Land Development Code (LDC) requires all uses listed in the Government/Public Use (GPU) Zoning District as permitted to be brought before the Planning Commission and City Council, but no action is required because the uses are allowed. For any new use on property zoned GPU, a "Change of Use" application is required to be submitted and presented to the Planning Commission and City Council.

The "Change of Use" application only applies to the GPU zoning district and no other Port Orange zoning district requires a "Change of Use" application for a permitted use. The "change of use" process creates confusion because having the item presented at a public hearing gives the perception that there will be a vote to allow or deny the use. Unlike other development applications listed in the LDC, such as Special Exception, Conditional Use, Rezoning, and Future Land Use, there is not specific criteria that a "Change of Use" request is required to meet.

Similar to any use listed as permitted in a City zoning district, including the GPU zoning district, the proposed development will be required to go through the standard Development Review Process, including submitting a site plan or subdivision that meets all of the regulations within the LDC and building permits to meet the Florida Building Code.

The uses listed as a permitted use with special development requirements or a Special Exception use in the GPU Zoning District will not change and will be required to comply with requirements and approval process in the LDC.

The proposed amendment removes the following text in ~~strike through~~ format from Chapter 17, Section 26 of the LDC:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 26: - Government/public use (GPU) district.

(a) Purpose and intent. The government/public use (GPU) district is intended to provide for public and quasi-public uses in a setting which recognizes the special character and location requirements of such facilities.

(b) Permitted uses. All uses proposed by any governmental entity or agency thereof shall be permitted in this district. In addition, the following quasi-public uses shall be permitted in this district:

- (1) Adult/vocational education.
- (2) Antennas.
- (3) Camouflaged and monopole communication towers.
- (4) Cemeteries.
- (5) Charitable organization offices.
- (6) Hospitals.
- (7) Houses of worship.
- (8) Nursing homes.
- (9) Private schools.
- (10) Public utility stations/plants.

~~All proposed uses of land within the GPU district shall be advertised for public hearing at the time of rezoning, or prior to a change of use.~~

(bb) Permitted uses with special development requirements (chapter 18, section 4).

- (1) Child care centers (subsection 4).
- (2) Community gardens (subsection 5.1).

(c) Special exception uses (chapter 18, section 3).

- (1) Guyed and lattice communication towers.
- (2) Marina, recreational (subsection 9.6).

(d) Violation of terms or conditions. It is a violation of this code for any person to violate or to refuse or fail to comply with any term or condition of a rezoning or a change of use in the GPU district. Violations may be prosecuted or enforced as provided by law for prosecution or enforcement of municipal ordinances.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

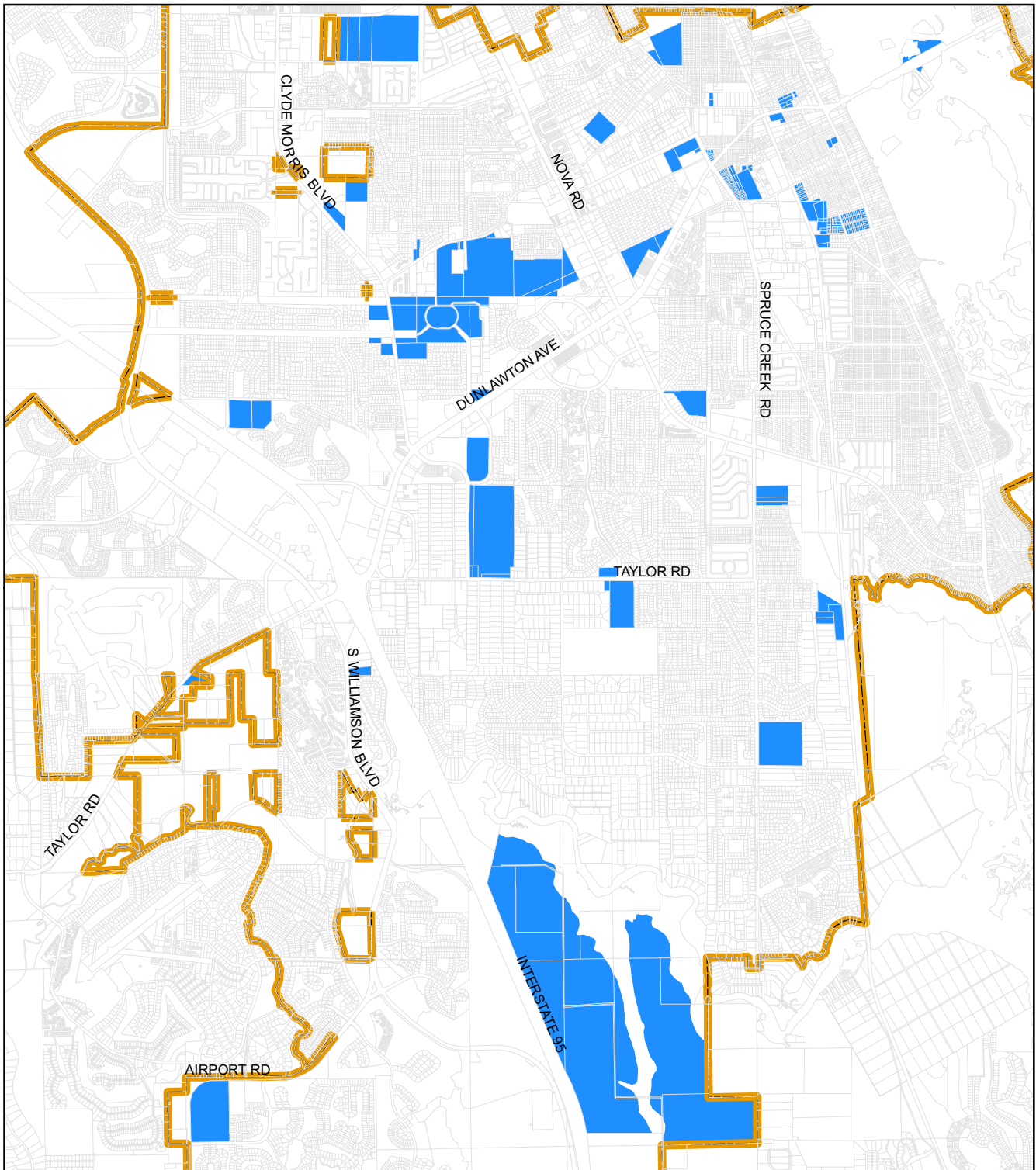
The proposed amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. Policy 2.1.4 of the Future Land Use Element of the Comprehensive Plan recognizes that Public/Institutional uses are acceptable in a wide range of land use environments and, therefore, small and/or isolated properties of this type may be designated under any land use category where appropriate.

RECOMMENDATION

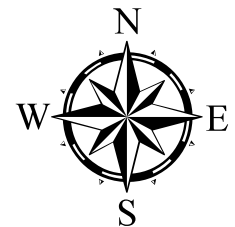
Staff recommends **approval** of the request to amend Chapter 17, Section 26 of the Land Development Code.

ATTACHMENT

Exhibit A – GPU Zoning District Map



GPU Zoning District
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: No

SUBJECT: (F16) Second Reading - Ordinance No. 2018-29 - Adoption of 18-3 Comprehensive Plan Amendments/Colony in the Wood (Case No. 18-20000005)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to adopt Ordinance No. 2018-29, amending the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation for +/- 24.7 acres from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre).

SUMMARY: The City Council approved the transmittal of the subject plan amendments to the Department of Economic Opportunity (DEO) and other review agencies, per Resolution No. 18-20, at a public hearing held on July 17, 2018, as recommended by the Planning Commission. The State and local review agencies have completed their review with no comments, and the proposed amendment has been certified through the Volusia Growth Management Commission (VGMC).

The applicant requests approval to change the Future Land Use (FLU) designation of approximately 24.7 acres of an overall 81.9-acre property from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre). The amendment area is located in the front portion of the Colony in the Wood mobile home park at 4000 S. Clyde Morris Boulevard.

In 2010, the 81.9-acre mobile home park property was annexed into Port Orange and the FLU designation of the overall property (81.9 acres) was changed from Volusia County *Urban Medium Intensity* (4 to 8 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre) (57.2 acres) and *Office/Residential Transition* (24.7 acres). The subject property is currently developed as a mobile home park (385 units). If approved, the applicant plans to apply to amend the Colony in the Wood Planned Unit Development (PUD) Master Development Agreement (MDA) to allow for additional mobile homes sites.

The proposed FLU amendment is to change the front 24.7-acres (of the 81.9-acre property) *Urban Medium Density Residential* (4-8 units/acre). The remaining 57.2 acres are not included in the proposed amendment and will retain the current *Urban Medium Density Residential* designation.

The staff report is attached for more details.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-29	ORD No 2018-29.pdf
2.	Exhibit A to Ord. No. 2018-29	18-3 CPA_ORD_map exhibit_ColonyintheWood.pdf
3.	Staff Report	CC_Colony in the Wood_18-3 CPA_staff report.pdf

Robin FenwickCreated/Initiated - 09/20/2018

ORDINANCE NO. 2018-29

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION FOR
±24.7 ACRES FROM OFFICE/RESIDENTIAL TRANSITION
TO URBAN MEDIUM DENSITY RESIDENTIAL (4-8
UNITS/ACRE) FOR PROPERTY GENERALLY LOCATED IN
THE FRONT PORTION OF THE COLONY IN THE WOOD
MOBILE HOME PARK AT 4000 S. CLYDE MORRIS
BOULEVARD; PROVIDING FOR CONFLICTING
ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the City Council of the City of Port Orange has provided an opportunity to receive comments and proposals from the general public and held at two public hearings with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42,

2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, and this ordinance.

Section 2. The City Council hereby adopts and amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Map, attached hereto as **Exhibit “A”**, and incorporated herein by this reference.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amend may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency. The City Clerk shall note the effective hereon in the place provided below.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

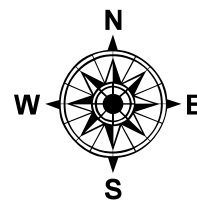
Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

The map displays a residential neighborhood with a grid-like street pattern. A large orange-colored area is highlighted, and a callout box points to it with the text "Subject Property". The map includes various streets such as Bay Grove Dr, Long Grove Ln, Cherry Grove Ct, Sunset Cove Dr, Spruce in the Wood, Holly in the Wood, Cedar in the Wood, Bay in the Wood, Laurel in the Wood, Palm in the Wood, Willow in the Wood, Oak in the Wood, Pine in the Wood, Hickory in the Wood, Secret River Trl, Hidden Lakes Dr, Golden Apples Trl, South Moon Trl, Hidden Lake Dr, Secret River Trl, Sojourner Trl, Canterbury Ln, Kings Way, Downing Dr, Hanover Ct, Windsor Dr, Prince Edward, Kings, Tudor Way, Leinster Cir, Berkley Cir, Stuart Cir, Hamton Cir, Woodfield Dr, Ravenwood Dr, Woodview Dr, Woodlake Dr, Bruner Rd, and Clyde Morris Blvd. The map also shows a large orange-colored area and a callout box pointing to it with the text "Subject Property".

-  Suburban Residential (2-4 Units/Acre)
  Commercial
-  Urban Medium Density Residential (4-8 Units/Acre)
  Volusia County Urban Low Indensity
-  Office/Residential Transition (Up to 10 Units/Acre)
  Volusia County Urban Medium Indensity



DEPARTMENT OF COMMUNITY DEVELOPMENT





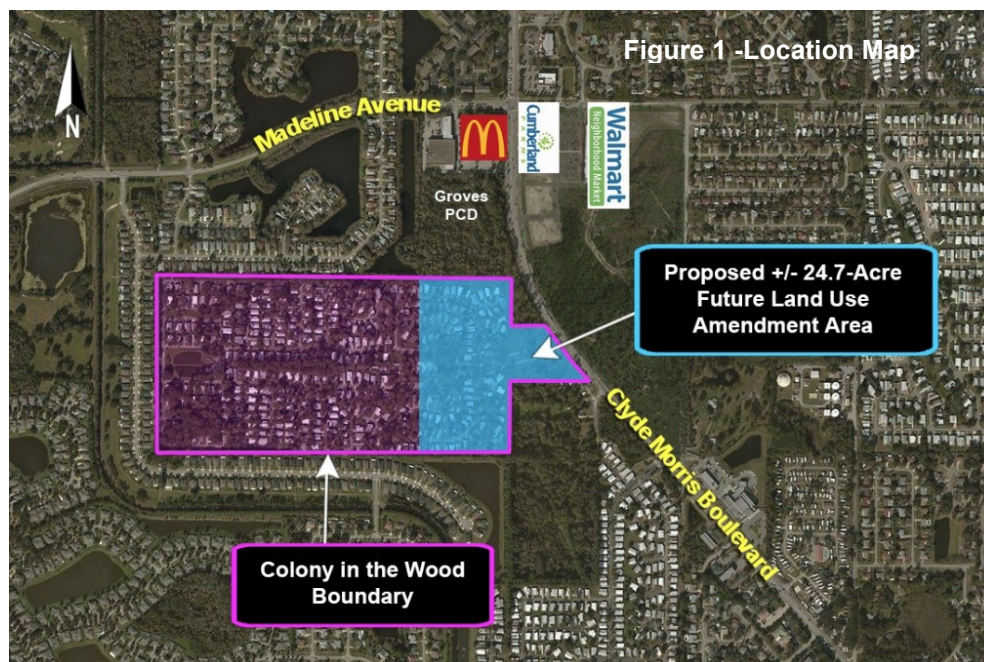
STAFF REPORT

18-3 Large-Scale Comprehensive Plan Amendment/
Colony in the Wood
CASE NO. 18-20000005

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU for ± 24.7 acres from <i>Office/Residential Transition</i> to <i>Urban Medium Density Residential</i> (4-8 units/acre).
APPLICANT:	Atwell, LLC, c/o Dan Gibbs, P.E.
OWNER:	Shaddix Communities Ltd.
STAFF CONTACT:	Penelope Cruz, Interim Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (June 28, 2018)
CITY COUNCIL:	July 17, 2018

INTRODUCTION

Atwell, LLC, applicant and agent on behalf of the owner, requests approval to change the Future Land Use (FLU) designation of approximately 24.7 acres of land from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre). The subject property is located at 4000 S. Clyde Morris Boulevard and is part of the Colony in the Wood Mobile Home Park. If approved, the applicant plans to apply to amend the Colony in the Wood Planned Unit Development (PUD) Master Development Agreement (MDA) to allow additional mobile homes to the property.



DISCUSSION

The subject property is currently developed as a mobile home park with 385 mobile home sites. In 2010, the 81.9-acre mobile home park property was annexed into Port Orange and the FLU designation of the overall property (81.9 acres) was changed from Volusia County *Urban Medium Intensity* (4 to 8 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre) (57.2 acres) and *Office/Residential Transition* (24.7 acres). The proposed FLU amendment is to change the front 24.7-acres of the 81.9-acre property to *Urban Medium Density Residential* (4-8 units/acre). The remaining 57.2 acres are not included in the proposed amendment and will retain the current *Urban Medium Density Residential* designation.

There are several existing trees present on the site. The property is within the 500-year and 100-year flood zone according to FEMA maps. There are no historical resources or significant wildlife habitats on the site. The site has been classified as predominantly Urban under Florida Land Use Cover and Form Classification System.

The subject property is surrounded by mobile home parks to the east and west, single-family and mobile home to the south, and commercial to the north. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1. The current and proposed Future Land Use (FLU) designations are identified on Exhibit 1. The current zoning classifications of the subject property and adjacent properties are identified on Exhibit 2.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Groves Plaza; vacant commercial land	Commercial	Planned Commercial Development (Groves PCD)
South	Sunset Cove subdivision; Pickwick Village	Suburban Residential (2-4 units/acre); Urban Medium Density (4-8 units/acre)	Planned Unit Development (Sunset Cove PUD); Residential Mobile Home (RMH); Multi-Family Residential (R-3L)
East	Pickwick Village; unincorporated enclaves; proposed Bella Oaks townhomes; Clyde Morris Boulevard	Urban Medium Density (4-8 units/acre)	Residential Mobile Home (RMH); Multi-Family Residential (R-3L); Volusia County MH-1
West	Colony in the Wood	Urban Medium Density (4-8 units/acre)	Planned Unit Development

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±24.7 acres from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre). The current FLU designation is a mixed-use category that allows for a distribution of uses within the 24.7-acres, with the cumulative mixture of uses totaling 100%:

1. 75% office and 25% residential (up to 10 units per acre);
2. 75% office and 25% commercial; or
3. 100% office.

The proposed FLU designation is a residential designation, compared to the current FLU designation which is a mixed-use designation that allows for office, commercial and residential uses. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density and intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Office/Residential Transition	24.7	0	-24.7
Urban Medium Density Residential (4-8 units/acre)	0	24.7	+24.7
Total Acreage	24.7	24.7	0

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU (theoretical max units/sq.ft.)	Proposed FLU (theoretical max units/sq.ft.)	Net Change in FLU (theoretical max units/sq.ft.)
Office/Residential Transition			
<i>Scenario 1 (25% Residential*/75% Office**)</i>	62 units/ 1,210,424 sq.ft.	0	-62 units/ -1,210,424 sq.ft.
<i>Scenario 2 (25% commercial*/75% office**)</i>	403,475 sq.ft./ 1,210,424 sq.ft.	0	-1,613,898 sq.ft.
Urban Medium Density Residential (4-8 units/acre)	0	198 units	+198 units

*up to 10 units/acre

**1.5 Floor-area ratio for non-residential; The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current future land use designation versus the designation proposed. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Max.)

DEVELOPMENT VARIABLE	CURRENT LAND USE		PROPOSED LAND USE	NET CHANGE	
	Scenario 1 (25% Residential/ 75% Office)	Scenario 2 (25% commercial/ 75% office)		Scenario 1	Scenario 2
Residential Units	62	0	198	+136	+198
Non-residential Buildable Sq. Ft.	1,210,424	403,475/ 1,210,424	0	-1,210,424	-1,613,898
Population ¹	140	0	446	+306	+446
Peak Hour Trips/Daily Trips ²	556,832/ 4,018,917	2,053,687/ 21,246,990	119/988	-556,713/ -4,017,929	-2,053,568/ -21,246,002
Sanitary Sewer (gallons/day) ³	130,962	161,390	31,680	-99,282	-129,710
Potable Water (gallons/day) ⁴	132,202	161,390	35,640	-96,562	-125,750
Solid Waste (lbs./person) ⁵	12,553	16,140	1,422	-11,131	-14,718
Stormwater Drainage ⁶	n/a	n/a	n/a	n/a	n/a
Recreation/Open Space ⁷ (acres)	1	0	3	+2	+3

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: Mobile Home Park (240) 0.60 average rate PM Peak Hour, 4.99 Average Daily; Shopping Center (820) 3.71 PM Peak Hour; 42.70 Average Daily; Office (710) 0.46 PM Peak Hour, 3.32 Average Daily; ITE Trip Generation Manual, 9th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non- residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The current FLU designation is a mixed-use category that allows the following theoretical maximum impact scenarios:

1. 25% residential and 75% office (scenario 1); or
2. 25% commercial and 75% office (scenario 2).

The proposed FLU designation would decrease the theoretical maximum non-residential development and increase the theoretical maximum residential units allowed on the 24.7-acre property. *Overall, the amendment results in a net decrease in impacts to public infrastructure, except for recreation and open space.*

TRANSPORTATION

A Transportation Impact Analysis (TIA) has been prepared by LTG, Inc., and reviewed by staff. As indicated in the TIA, there is a significant decrease in the number of daily trips and P.M. peak hour trips from the current to the proposed FLU designation. The reduction is due to the non-residential uses not being allowed in the proposed FLU designation. According to the Institute of Transportation Engineers (ITE), residential dwelling units have a lower trip generation than office and commercial uses because office and

commercial uses can attract trips from a larger area. Based on the ITE Trip Generation Manual, 9th Edition, the proposed FLU designation could generate 119 P.M. peak hour trips, and 988 daily trips.

As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 31,680 gallons per day (gpd) of wastewater. This is a net decrease between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically demand 35,640 gpd of potable water. This is a net decrease in demand between the current and proposed FLU designations. Even though the City may have the technical capability to pump 15 MGD from its wells, prohibitions within the City's 20-year Consumptive Use Permit (CUP) issued by the St. Johns River Water Management District (SJRWMD) significantly limit the amount of water that is permitted to be withdrawn. The City's CUP allows for an average daily withdrawal of 8.74 MGD and a maximum daily withdrawal of 13.28 MGD in 2018. Actual average daily flow during the 2017 calendar year was 6.01 MGD. When reviewing future land use amendments, the following is considered to determine the amount of permitted water capacity available for all other future uses: the current year CUP allocation, consumption in the previous calendar year, reserved capacity, and projected consumption. Based upon these measures, the City still has available CUP capacity (Exhibit 3).

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's collection standard is 1,350 residential units per curbside collection crew, per day, and a weight standard of 3.21 pounds per person per day. The proposed land use would generate 1,422 pounds of garbage per day. This is a net decrease between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the

runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

There is available capacity at existing park facilities to accommodate the proposed FLU amendment. The proposed FLU designation would require 3 acres of parkland. According to the City's 2017 Concurrency Management Report, the City has an excess of 68 acres of parkland, so no additional parkland is needed.

SCHOOLS

Pursuant to the Volusia County School District criteria, the proposed FLU amendment and any future development of this property is exempt from School Concurrency review because it is an age-restricted community.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category is compatible with adjacent parcels and reduces the allowable density of the property. All public facilities have adequate capacity to accommodate the proposed amendment.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is surrounded by mobile home parks to the east and west, single-family and mobile home park to south, and commercial to the north (see Table 1 – page 2).

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is not located within the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

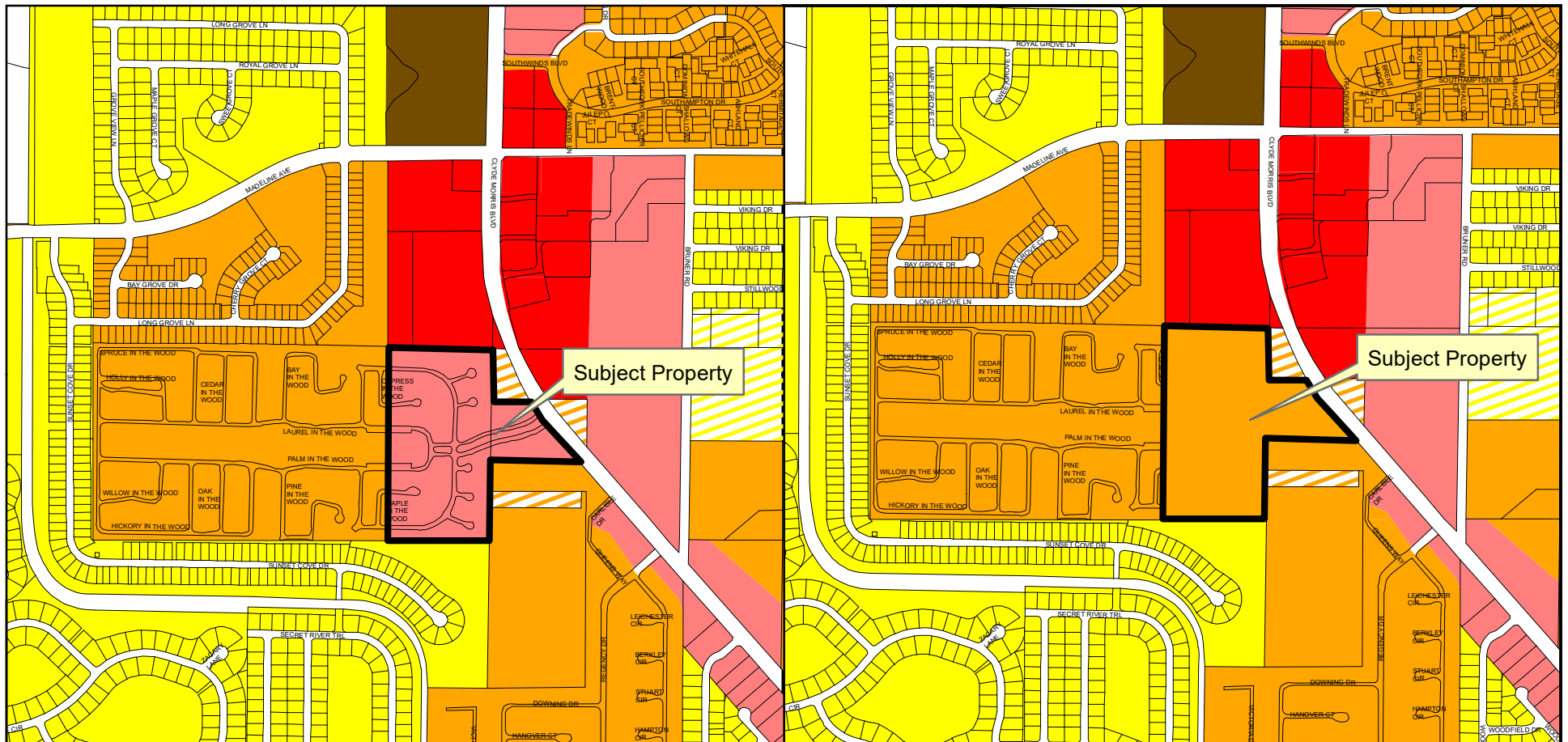
Staff finding: The proposed amendment will not encourage sprawl. The amendment area is part of an existing development, with access to existing infrastructure.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of approximately 24.7 acres of land from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre), and transmittal to the Florida Department of Community Affairs and other review agencies for review.

ATTACHMENTS

Exhibit 1 – Future Land Use Map
Exhibit 2 – Current and Proposed Zoning Map
Exhibit 3 – SJRWMD Potable Water Availability Worksheet



Current Future Land Use

- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Urban High Density Residential (8-16 Units/Acre)
- Office/Residential Transition (Up to 10 Units/Acre)

Proposed Future Land Use

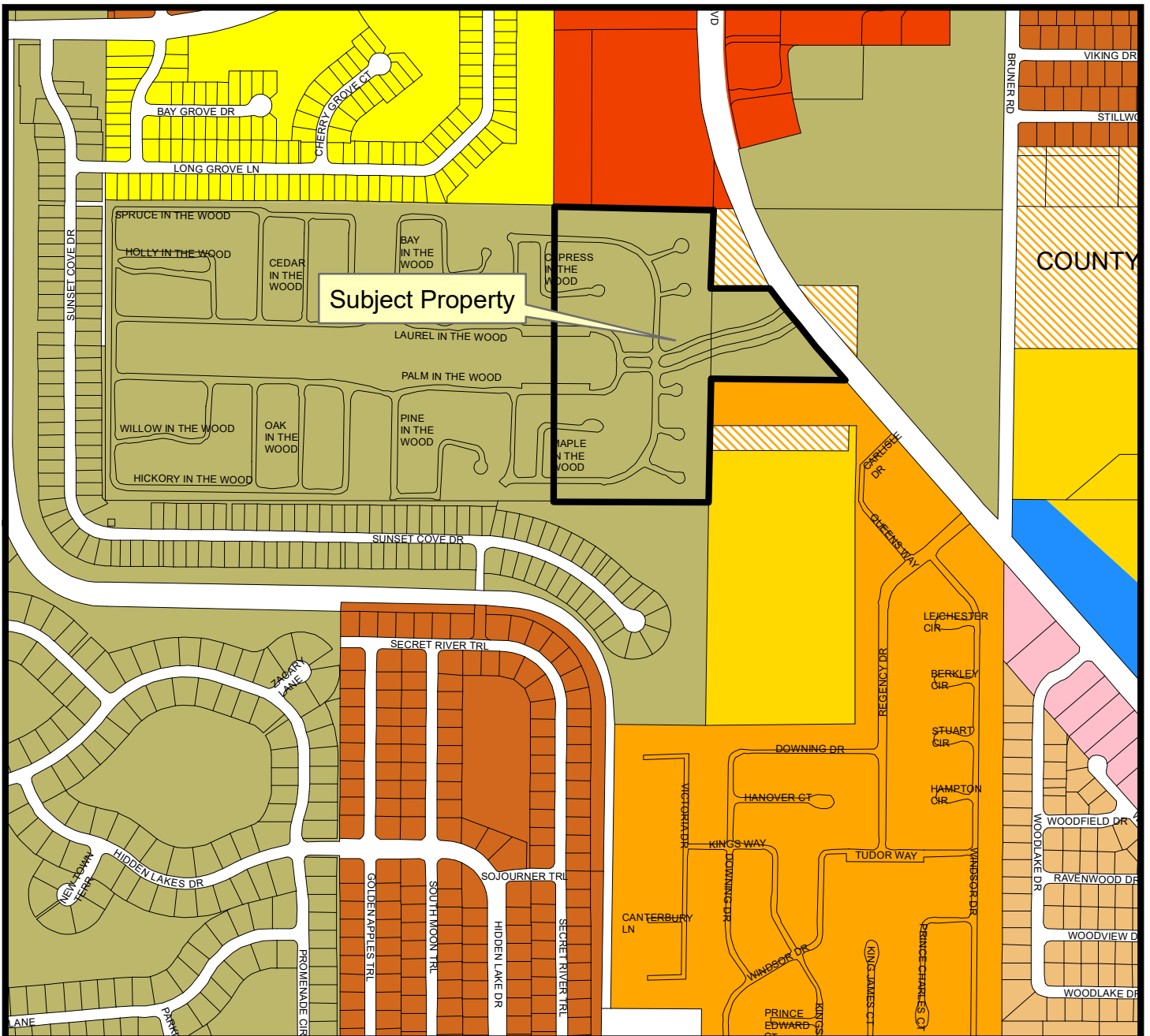
- Commercial
- Volusia County Urban Low Indensity
- Volusia County Urban Medium Indensity



Exhibit 1 - Future Land Use Map

DEPARTMENT OF COMMUNITY DEVELOPMENT





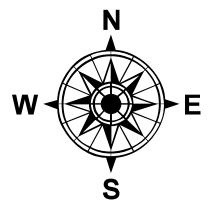
- | | |
|--|--|
|  GPU Government/Public Use |  RMH Residential Mobile Home |
|  R-10SF Single Family Residential |  PUD Planned Unit Development |
|  R-8SF Single Family Residential |  PCD Planned Commercial Development |
|  R-2D Two Family Residential |  PO Professional Office |
|  R-3L Multi-Family Residential |  Volusia County MH-1 |



Exhibit 2 - Zoning Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





St. Johns River Water Management District Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: June 2018 Case No. 18-20000005 (Colony in the Wood/18-3 CPA)
 Contact name: Penelelope Cruz/ Kenny Ho, P.E. Phone: 386-506-5671 E-mail: pcruz@port-orange.org
 Local government: City of Port Orange
 Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP
 Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)
 Total design capacity of the water treatment plant(s): 15 mgd
 Are distribution lines available to serve the property? Yes ☒ No ☐
 If not, indicate how and when the lines will be provided: _____
 Are reuse distribution lines available to serve the property? Yes ☒ No ☐
 If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22
 Total CUP duration (years): 20
 CUP allocation in last year of permit: 8.97 MGD (annual average)
 Current status of CUP: In compliance ☒ Not in compliance ☐
 Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local governments
 Reserved capacity: 0.12 MGD (Based on a estimated 672 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.24 MGD - based on 40,245 ELUs at 180 GPD/ELU.

4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation:	<u>8.74</u>
B. Consumption in the previous calendar year:	<u>6.01</u>
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	<u>0.18</u>
D. Projected consumption by proposed comprehensive plan amendment areas	<u>0.00</u>
E. Amount available for all other future uses (A - B - C - D = E):	<u>2.55</u>

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at http://www.sjrwmd.com/programs/outreach/local_gov/



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: No

SUBJECT: (G17) Temporary Urban Chicken Pilot Program Update

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Provide direction

SUMMARY: Staff is requesting feedback from Council on the Temporary Urban Chicken Pilot Program. The options are as follows:

1. Extend the pilot program for two additional years;
2. Adopt an ordinance to make the urban chicken regulations permanent; or
3. End the pilot program on the January 31, 2019 expiration date.

City Council approved the Temporary Urban Chicken Pilot Program on February 7, 2017 (Ordinance 2017-1). The ordinance provided for a two-year temporary Urban Chicken Pilot Program to permit the keeping of up to five (5) chickens (hens) by no more than thirty (30) households. The pilot program expires on January 31, 2019, unless City Council acts to extend the Urban Chicken Pilot Program or to implement permanent regulations. If Council chooses to end the pilot program, notices will be sent to permit holders that chickens must be removed from the property by January 31, 2019.

The ordinance requires the property to be an owner-occupied single-family residence, a 6' tall opaque fence for screening of chicken coop and pen, and setbacks for the coop and pen consistent with current shed setbacks. The ordinance also requires the successful completion of a University of Florida Agricultural Extension Service (UF/IFAS) or equivalent class regarding the keeping of chickens prior to permit approval.

To date, five (5) Temporary Urban Chicken Permits have been issued. Since the program has been in place, there has been one complaint emailed to staff regarding sanitary conditions. Code Enforcement inspected the property and the chicken coop was in a clean and sanitary condition and in compliance with the City's regulations. Animal Control has received some complaints about noise and general concerns, but each time the property was in compliance with the requirements of the program.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	ORD 2017-1_Temporary Urban Chicken Pilot Program	ORD 2017-1_Temporary Urban Chicken Pilot Program.pdf
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Penelope Cruz	Created/Initiated - 08/28/2018
Tim Burman	Approved - 08/30/2018
Matthew Jones	Approved - 09/20/2018
Jake Johansson	Approved - 09/22/2018
Robin Fenwick	Final Approval - 09/24/2018

ORDINANCE NO. 2017-1

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE
CODE OF ORDINANCES, CHAPTER 10, SECTION
10-12 RELATED TO THE LIMITATION OF NUMBER
OF ANIMALS; AND ESTABLISHING A NEW
SECTION 10-20 IMPLEMENTING AN URBAN
CHICKEN PILOT PROGRAM; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 828.27 of the Florida Statutes, the City has the authority to enact ordinances relating to the ownership, care, and custody of animals; and

WHEREAS, the City Council recognizes the recent demand from residential homeowners to raise chickens on residential property; and

WHEREAS, the City Council desires to establish an Urban Chicken Pilot Program to provide such an opportunity on a trial basis subject to the regulations established herein; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 10, Section 10-12 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 10-12. - Limitation of number of animals.

- (a) No animal shall be permitted or allowed on any residential property which exceeds the maximum number of animals listed in this section. It is a violation of this chapter for the owner of an animal or the owner or occupant of residential property to permit or allow any animal on such property which exceeds the maximum number of animals listed in this section.
- (b) No animal shall be permitted or allowed on any residential property which does not belong to the species of animals listed in this section. It is a violation of this chapter for the owner of an animal or the owner or occupant of residential property to permit or allow any animal on such property which does not belong to the species of animals listed in this section.
- (c) The maximum number and species of animals for each residential dwelling unit shall be limited to:
 - (1) A total of fourteen animals which may consist of:
 - a. No more ~~that~~ than four adult dogs, cats, rabbits, guinea pigs or ferrets; and
 - b. No more than ten nonadult dogs, cats, rabbits, guinea pigs or ferrets; and
 - (2) A total of four adult house geckos, iguanas or birds of the psittaciforme order; and
 - (3) Any number of the following animals, provided that such animals are confined or maintained in cages or aquariums and that the size of such cage or aquarium provides sufficient space for humane confinement of the animals:
 - a. Gerbils, hamsters and mice, provided that the total volume of all cages for such animals does not exceed 40 cubic feet;

- b. Birds of the passeriforme order, provided that the total volume of all cages for such birds does not exceed 120 cubic feet; and
 - c. Aquarium fish, aquarium amphibians and aquarium reptiles.
- (d) An unlimited number and species of animals may be maintained or boarded in a licensed kennel, wildlife rehabilitation center or shelter facility, provided that such kennel, center or facility complies with the requirements of the land development code and any special permit or special exception.
- (e) An unlimited number of livestock, as defined in F.S. § 588.13, may be maintained or boarded on ~~nonresidential~~ property zoned flood plain-conservation (F-C), agriculture preservation (AP) or agriculture (A), provided that such property complies with the requirements of the land development code and any special permit or special exception.
- (f) Horses may be maintained or boarded on rural residential (RR) zoned property, provided that such property complies with the requirements of the land development code and any special permit or special exception.
- (g) Any person may apply for a waiver from the limitation on the maximum number of animals and/or species of animals listed in this section by filing a written request with the animal control authority. The request shall include the following information:
 - (1) Name and address of the owner of the animal.
 - (2) Name of the owner and location of the property.
 - (3) Description of the animal.
 - (4) Species of animal.
 - (5) Number of animals.
 - (6) Justification for the waiver.
- (h) Upon receipt of a request for waiver, the animal control authority shall review the request and make recommendations to the city council on the waiver. The city council shall review the request, consider the recommendations of the animal control authority, and either grant or deny the waiver.

- (i) In reviewing a request for waiver, the animal control authority and city council shall consider the following factors:
 - (1) Conditions of confinement of the animal, including but not limited to sanitation and security;
 - (2) Proximity of the animal to adjacent residential property;
 - (3) Impact of the animal on surrounding property and residents;
 - (4) Nuisance or disturbance to the public caused by the animal; and
 - (5) Interest of the public health, safety and welfare.
- (j) In approving any waiver, the animal control authority may recommend and the city council may prescribe appropriate conditions and safeguards for the animal and the public. Such conditions may include criteria for cages and fencing, minimum distance from adjacent residential property, time limits for the waiver, and any other requirements reasonably related to the provisions of this chapter.
- (k) A waiver shall apply to a specified animal and shall not be transferred to any other animal. The owner of an animal for which a waiver is approved shall notify the animal control authority immediately upon the death, relocation, sale or transfer of such animal.

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 10 of the City of Port Orange Code of Ordinances to establish a new Section 10-20 creating and implementing the Urban Chicken Pilot Program which shall read as follows:

Sec. 10-20. – Urban Chicken Pilot Program.

- (a) The intent of this program is to create and implement a two-year temporary Urban Chicken Pilot Program to permit the keeping of up to five chickens per household by no more than thirty households, on owner-occupied single-family properties, subject to the terms and conditions of this section.
- (b) Section 10-12 shall not apply to permitted activities under the Urban Chicken Pilot Program.

- (c) Regardless of the date a temporary permit is issued for the keeping of chickens, such temporary permit shall terminate and expire on January 31, 2019, unless terminated earlier or extended by City Council action extending the Urban Chicken Pilot Program or implementing a permanent regulation.
- (d) 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:
- (1) Chicken. A domesticated fowl of the gallus genus. This term shall include only the female chicken (hen), and shall exclude the male chicken (rooster).
 - (2) Chicken coop. The house or cage in which a chicken lives. Inside coops are often nest boxes for egg-laying and perches on which the birds can sleep.
 - (3) Chicken pen. The outside area around a coop. An enclosure that is connected to and/or surrounding a chicken coop for the purpose of allowing chickens to leave the coop while remaining in an enclosed predator-safe environment.
 - (4) Chicken tractor. A movable chicken coop lacking a floor. Chicken tractors may be a lightly built A-frame which one person can drag about the yard. It may have wheels on one or both ends to make this easier.
- (e) Temporary urban chicken permit regulations. It shall be unlawful to keep, harbor, raise or maintain chickens without a temporary chicken permit. A temporary chicken permit shall not be required for keeping chickens in the agricultural (A), flood plain-conservative (F-C), or agricultural preservation (AP) zoning districts. Temporary chicken permits shall include the following conditions and restrictions:
- (1) No more than five chickens may be kept on a single-family detached residential lot.
 - (2) A temporary urban chicken permit shall only be issued for a lot with an existing single-family detached residence that is owner-occupied.
 - (3) Ducks, geese, turkeys, peafowl, pigeons, roosters or any other poultry or fowl are not permitted under the provisions of this section.

- (4) Chickens and associated activities shall be kept for personal use only. Selling chickens, eggs, feathers, or chicken manure, or the breeding of chickens is prohibited.
- (5) Chickens shall not be slaughtered on premises.
- (6) The coop, pen and enclosure shall be located behind the single-family residence in the rear yard and shall be screened from all adjacent properties and rights-of-way with a six-foot-tall opaque fence. Chicken tractors shall not be permitted.
- (7) The coop, pen, and enclosure shall comply with the standard setbacks for a shed set forth in Chapter 16, Section 3 of the land development code.
- (8) Chicken coops shall provide a minimum of four square feet per chicken to permit free movement of the chickens, shall not exceed 50 square feet, and may have an attached run. The coop shall be tied down for wind resistance. The coop and enclosure shall not be taller than 6 feet, measured from the natural grade, shall be at least six inches lower than the fence to provide full screening, and shall be easily accessible for cleaning and maintenance.
- (9) The coop, pen and enclosure shall be completely secured from predators, including all openings, ventilation holes, doors and gates. Fencing or roofing is required over the enclosure in addition to the coop, in order to protect the chickens from predators.
- (10) All feed and other items associated with the keeping of chickens that can attract or to become infested with rodents or other pests shall be kept in a rodent and pest-proof container.
- (11) Chickens shall be secured within a covered chicken coop or fenced pen/run area at all times and shall not be permitted to run at large.
- (12) Chicken coops, pens, and enclosures shall be cleaned regularly and maintained in a clean and sanitary condition at all times. Chickens shall not be permitted to create a nuisance consisting of odor, noise or pests, or contribute to any other nuisance condition, as defined in the code or State Law.
- (f) Procedures for the granting of temporary urban chicken permits. Application for temporary urban chicken permit shall be submitted to the Community Development Department. Such submittal shall include the application form as provided by the city, together with all documents required under this section.

application form as provided by the city, together with all documents required under this section.

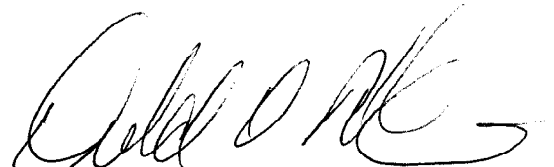
- (1) No more than 30 temporary chicken permits shall be active citywide. Permits shall be issued on a first-come, first-served basis. Once the City has issued the initial 30 temporary chicken permits, approved applicants shall be placed on a waiting list. If a participant chooses to leave the program, he/she shall provide notice to the City. The City is then authorized to issue a permit to the next qualified applicant on the waiting list. If a participant is removed from the program due to one or more violations of this section, the City shall be authorized to issue a permit to the next qualified applicant on the waiting list.
- (2) A temporary urban chicken permit shall not be issued for a property with an outstanding code enforcement case or any city imposed liens on said property.
- (3) The temporary chicken permit is personal to the permittee and shall not be assigned.
- (4) An applicant for a permit shall demonstrate compliance with the criteria in this section in order to obtain a permit. Applicants shall submit photos of the proposed site of the coop/run areas, a survey of the subject property showing the location, and proof of successful completion of a University of Florida Agricultural Extension Service class regarding the keeping of chickens or an equivalent class approved by the Administrative Official.
- (5) The temporary chicken permit applicant shall sign a statement acknowledging that the temporary chicken permit may be revoked for any violation of this section, and may be revoked if this section is amended in the future, and the City shall not be held responsible or liable for any losses, including the costs of improvements constructed for the keeping of chickens, to the applicant if such chicken permit is revoked.
- (6) If any condition or restriction of the temporary chicken permit has been violated, the city may revoke the permit upon seven days' written notice. If the violation is cured within the seven-day notice period, the permit shall not be revoked; however, a repeat offense may result in the city's immediate revocation of the permit. The city is responsible for the determination of compliance with the requirements of this section. In matters of interpretation, the Administrative Official has the authority to determine compliance with this section.

(g) Appeal. A person aggrieved by a decision of the Administrative Official in the issuance, denial or revocation of a temporary chicken permit may appeal to the City Manager in writing within five business days of the Administrative Official's written decision by filing an appeal with the City Clerk. Said appeal shall state fully the grounds for the appeal and all facts relied upon by the appellant. A person aggrieved by a decision of the City Manager may appeal to the City Council within five business days of the City Manager's written decision by filing an appeal with the City Clerk. Said appeal shall state fully the grounds for the appeal and all facts relied upon by the appellant. The decision of City Council shall be final.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

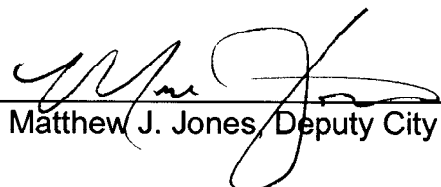

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the 10 day of Jan, 2017.

Passed and adopted on second and final reading on the 7 day of Feb, 2017.

Reviewed and Approved: 
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: No

SUBJECT: (G18) Contract Amendment - City Manager

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve Addendum No 2. between the City of Port Orange and Michael H. Johansson, effective 10/01/2018.

SUMMARY: The attached amendment to the City Manager's contract is representative of the 5.98% increase as authorized by Council on 05/01/2018.

Additionally, this amendment clarifies the City has moved to a biweekly payroll cycle.

Lastly, the City Manager requests consideration of being able to utilize the benefit that is already set up as it relates to Life Insurance for the class of employees involving the City Manager and the City Attorney. This is a benefit that would be offered as part of the City's benefit package, however Mr. Johansson originally declined this item. The cost is approximately \$55.20/mo, or \$662.40 annually. The City Manager would be eligible to enroll in Life Insurance at the next Open Enrollment period (01/01/2019).

All of these items are covered within the FY19 budget.

Project No.: Funding Account No.: 001-1200-512-12-00
001-1200-512-2300

ATTACHMENTS:

1.	Johansson Contract Amedment No. 2 - FINAL	Johansson Contract Amedment No. 2 - FINAL.pdf
2.	Johansson Contract Amedment No. 2 - DRAFT	JOHANSSON CONTRACT AMENDMENT NO 2 (002).docx
3.	Johansson Employment Current Agreement with Amendment No. 1	Johansson Employment Agreement with Amendment.pdf
4.	Life Insurance Class 4 Summary	Life Insurance Class 4 Summary.pdf

Jamie Miller
Tracey Riehm
Margaret Roberts

Created/Initiated - 09/11/2018
Approved - 09/11/2018
Approved - 09/24/2018

Jake Johansson
Robin Fenwick

Approved - 09/24/2018
Final Approval - 09/24/2018

AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT

This Amendment No. 2 to Employment Agreement dated July 14, 2015 and amended on August 18, 2015 is made and entered into the day and year set forth hereafter, by and between the City of Port Orange, Florida, a chartered municipal corporation (hereinafter the "Employer" or the "City") and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and who agree as follows:

Whereas, the Parties desire to amend the Employment Agreement as set forth hereafter.

1. Section 3 of the Employment Agreement is hereby amended to read as follows:

Base Salary: Employer agrees to pay Employee bi-weekly in the amount of Five Thousand Seven Hundred Six and 62/100 Dollars (\$5,706.62), subject to withholding and payroll tax deductions.

2. Section 10 of the Employment Agreement is hereby amended to read as follows:

A. Employee declines enrollment and shall not be insured for the following: health/medical and dental insurance coverage. Employee shall be enrolled in life, accidental death and dismemberment insurance coverage in the amount of 3 times the Employee's annual salary for each line of coverage not to exceed \$300,000.

3. All other terms and provisions of the Employment Agreement shall remain in full force and effect, except as modified herein.
4. Notwithstanding the date of execution, Amendment No. 2 shall become effective October 1, 2018.

In Witness hereof the Parties have executed this Amendment No. 2 to Employment Agreement.

Employee

By: _____
M. H. Johansson, City Manager

Date: _____

Employer
City of Port Orange

By: _____
Donald O. Burnette, Mayor

Date: _____

Attest:

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

AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT

This Amendment No. 2 to Employment Agreement dated July 14, 2015 and amended on August 18, 2015 is made and entered into the day and year set forth hereafter, by and between the City of Port Orange, Florida, a chartered municipal corporation (hereinafter the "Employer" or the "City") and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and who agree as follows:

Whereas, the Parties desire to amend the Employment Agreement as set forth hereafter.

1. Section 3 of the Employment Agreement is hereby amended to read as follows:

Base Salary: Employer agrees to pay Employee ~~weekly in the amount of Two Thousand Six Hundred Ninety Two and 31/100 Dollars (\$2,691.31)~~ bi-weekly in the amount of Five Thousand Seven Hundred Six and 62/100 Dollars (\$5,706.62), subject to withholding and payroll tax deductions. ~~The first partial week of employment shall be prorated in the amount of (\$1,615.39). Employee has agreed to attend the Florida League of Cities Conference commencing on August 13-15, 2015 in Orlando, Florida and three (3) days of conference attendance shall be treated as work days.~~

2. Section 10 of the Employment Agreement is hereby amended to read as follows:

- A. ~~Employee shall be eligible for a single membership at the Port Orange YMCA at the Employer's expense, subject to taxation. Employer agrees to cooperate with Employee and YMCA for enrolling family members at Employee's expenses.~~
- B. Employee declines enrollment and shall not be insured for the following: health/medical, and dental, life, ~~accidental death and dismemberment~~ insurance coverage. Employee shall be enrolled in life and accidental death and dismemberment insurance coverage in the amount of 3x times the Employee's annual salary for each line of coverage not to exceed \$300,000.

3. All other terms and provisions of the Employment Agreement shall remain in full force and effect, except as modified herein.

In Witness hereof the Parties have executed this Amendment No. 2 to Employment Agreement.

Employee

By: _____

Michael H. Johansson, City Manager

Date: _____

Employer

City of Port Orange

By: _____

Donald O., Burnette, Mayor

Date: _____

Attest:

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

DRAFT

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter the "Agreement") is made and entered into this 14th day of July, 2015, by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation (hereinafter the "Employer" or the "City"), and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and agree as follows:

Section 1: Term

This agreement shall remain in full force in effect for the employment commencing on August 15, 2015 until terminated by the Employer or Employee as provided in Section 11 of this Agreement subject to a voluntary resignation as provided in Section 13.

Section 2: Duties and Authority

Employer agrees to employ Michael H. Johansson as the City Manager to perform the functions and duties specified for the City Manager in the Charter of the City and its Code of Ordinances; and to perform other legally permissible and proper duties and functions as directed by the City Council.

Section 3: Compensation

Base Salary: Employer agrees to pay Employee weekly in the amount of Two Thousand Six Hundred Ninety-Two and 31/100 Dollars (\$ 2,692.31).

Section 4: General Business Expenses and Professional Development

A. Employer agrees to budget and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the state league of municipalities and such other travel as approved by the City Council.

B. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses and mileage expenses for business related travel over 30 miles at the State of Florida rate. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, or statements.

C. Employee may join the membership and attend annual and other conferences held by the following organizations: Florida League of Cities, Florida City County Managers Association and the International City Managers Association. The Employer shall provide the expenses for membership, conference registration and travel expenses as established in the annual budget.

D. Employee may subscribe to professional publications, including but not limited to "Government Executive". All subscriptions costs shall not exceed \$500.00 annually.

Section 5: Residency Requirements, Relocation Expenses, Interim Housing Supplement

A. The Employee shall establish a permanent residence within the corporate boundaries of the City of Port Orange on or before February 15, 2016. Thereafter the

Employee shall maintain a permanent residence within the corporate boundaries of the City of Port Orange during the term of this Agreement.

B. Employer shall pay a relocation allowance in the amount of \$11,000.00 to be used for expenses related to moving and re-establishing the Employee and his family from Norfolk, Virginia to the permanent residence within the City of Port Orange. Said relocation allowance has been determined based upon a written quote for moving expenses.

C. Employer shall pay Employee an interim housing supplement not to exceed \$9,000.00 to be allocated for up to six (6) months, unless expended earlier. The maximum monthly payment shall not exceed \$2,000.00. Employee shall provide Employer evidence of each monthly housing expenditure prior to the Employer's reimbursement.

Section 6: Vehicle Allowance

The Employer shall pay to Employee a vehicle allowance, during the term of this Agreement and in addition to other salary and benefits, in the monthly sum of Five Hundred and 00/100 Dollars (\$500.00) to be used toward the purchase, lease, or ownership of, and to operate and maintain a vehicle, including the cost of fuel. Employer shall review and consider adjustments to the vehicle allowance every 3 years upon the request of the Employee.

Section 7: Technology

The Employer shall provide Employee with a lap top computer or tablet, software, and cell phone required for the Employee to perform the job and to maintain mobile communication.

Section 8: Holidays, Vacations and Sick Leave Accruals

The City shall be closed seven days annually as prescribed in the adopted Civil Service Rules and Procedures, except for emergency. Upon execution of this Agreement by all parties, the Employee shall accrue thirty (30) leave days to be used for vacation. On each anniversary thereafter, Employee shall accrue fifteen (15) days to be used for vacation. Employee shall accrue sick leave each pay period at the same rate established for and applicable to civil service employees. The Employee accruals shall not be capped and the accruals shall be paid to Employee upon termination for each accrued hour in an amount equal to the Employee's hourly rate of pay at the time of termination.

Section 9: Deferred Compensation

Upon establishment of the Money Purchase Plan and Trust, the Employer shall contribute an amount equal to 10% of the Employee's weekly compensation as provided in Section 3 to the International City Managers Association – Retirement Corporation, and Employee plans to contribute at least an amount equal to 5% percent of the weekly compensation. Employee shall be eligible to participate in the Employer match for the Employee's voluntary contributions to the 457 plan as set forth in Section 54-48(c) of the City of Port Orange Code of Ordinances as attached hereto as Exhibit A and incorporated herein by reference.

Section 10: Other Benefits and Declined Benefits

- A. Employee shall be eligible for a single membership at the Port Orange YMCA at the Employer's expense, subject to taxation. Employer agrees to cooperate with Employee and the YMCA for enrolling family members at Employee's expense.
- B. Employee declines enrollment and shall not be insured for the following: health/medical, dental, life, accidental death and dismemberment insurance coverage.

Section 11: Termination

For the purpose of this agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
- B. If the Employer, citizens or legislature acts to amend any provisions of the charter, code of ordinances or other enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the governing body offers to accept the resignation of the Employee, and the Employee resigns, then the Employee may declare a termination as of the date of the resignation.
- D. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20. Either party may declare a termination after the other party has failed to cure within the prescribed period.

Section 12: Severance

Severance shall be paid to the Employee in the amount equal to twenty (20) weeks of salary and benefits when employment is terminated as defined in Section 11, subject to the requirements of Section 215.425(4)(a), Florida Statutes (2015), attached hereto as Exhibit B and incorporated herein by reference.

Section 13: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of thirty (30) days' notice. The City, in its sole discretion, may shorten the minimum notice set forth in this paragraph, and shall continue the weekly compensation to the date set by Employer. Employee shall not receive severance in the event Employee voluntarily resigns.

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business of the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 15: Performance Evaluation

Upon request, the Employer may review the performance of the Employee. Employer shall review performance on or about February 15, 2017 and at least annually

thereafter. The performance evaluation process, form, criteria and format shall be mutually agreed upon by the Employer and Employee.

Section 16: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. On or after February 15, 2017, the Employee may request the City Council to consider authorizing the Employee to engage in specified outside consulting or teaching opportunities that provide indirect benefits to the Employer and the community, with the understanding that such specified outside consulting or teaching opportunities shall be approved in advance by action of the City Council and shall not constitute interference with nor a conflict of interest with the duties as City Manager.

Section 17: Indemnification

Subject to the provisions of insurance defense coverage, and consistent with federal, state and local law, the City shall defend, save harmless and indemnify Employee acting within the scope of his employment, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of authorized duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request Employer to provide independent legal representation at Employer's expense. Employer may not unreasonably withhold approval if the Employee has acted within the scope of employment. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee acting within the scope of his employment, against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Employee recognizes that Employer shall have right to compromise or settle any suit in which the City of Port Orange is a named party without the Employee's consent. In the event the Employee is a party to the suit individually and the Employee has acted outside the scope of his employment, then the City shall not be bound by this indemnification, and Employee shall reimburse City for the attorney fees for independent legal representation. Further, Employer agrees to pay all reasonable litigation expenses of Employee as indemnified herein throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding and Insurance

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance. Employee shall be provided coverage as a public official pursuant to the insurance policy as approved by the City Council.

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Port Orange Charter or any other law.

Section 20: Notices

Notice pursuant to this Agreement shall be given by hand delivery, email or depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Allen Green, Mayor
Port Orange City Hall
1000 City Center Circle
Port Orange, Florida 32129

EMPLOYEE: Michael H. Johansson
1405 Buckingham Avenue
Norfolk, VA 23508
(410) 533-2234

Notice shall be deemed given as of the date of hand delivery, confirmed electronic transmission or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any other prior discussions or representations by or between the parties are rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. Notwithstanding the date of execution, the effective date of this Agreement shall be July 14, 2015.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full

force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

In Witness Hereof, the Parties have signed this Employment Agreement on the date and year set forth hereinafter.

EMPLOYEE



Michael H. Johansson

Date: July 14, 2015

EMPLOYER
CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

ATTEST:

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

Date: _____

force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

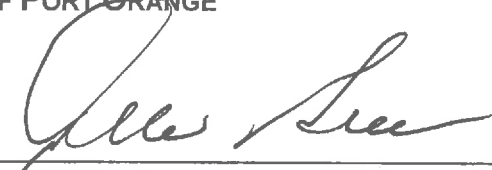
In Witness Hereof, the Parties have signed this Employment Agreement on the date and year set forth hereinafter.

EMPLOYEE

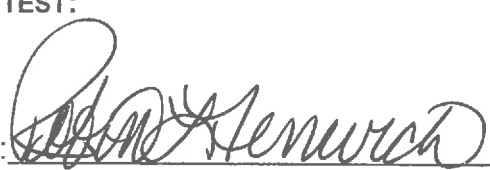
Michael H. Johansson

Date: _____

**EMPLOYER
CITY OF PORT ORANGE**

By: 
Allen Green, Mayor

ATTEST:

By: 
Robin L. Fenwick, CMC, City Clerk

Date: 7/14/15

Exhibit A

Sec. 54-48. - Contributions.

- (a) City contributions. For each employee who is not represented by a collective bargaining unit, the city shall contribute to the trust fund an amount equal to ten percent of the earnings, as defined, paid during each pay period. For each employee who is represented by a collective bargaining unit which has an agreement in effect between such unit and the city and does not participate in another retirement plan, the city shall contribute to the trust fund an amount equal to ten percent of the earnings, as defined, paid during each pay period. Provided, however, that as of each September 30, the total amount of nonvested forfeiture of account balances attributable to terminations of employment during the year just ended shall be determined, and that amount shall be used as set forth in subsection 54-49(b)(3) to pay expenses and offset the city's contribution otherwise required during the next subsequent city fiscal year. For allocation purposes, such forfeitures used to offset city contributions shall be treated in the same manner as are city contributions actually made.
- (b) Voluntary member contributions (nonmatching). Each employee may select a contribution rate of up to ten percent to be applied for purposes of making member contributions. The rate selected shall be applied to the member's basic earnings and the resulting contributions shall be made through payroll deduction for each regular payroll period.

Voluntary member contributions shall be fully vested and nonforfeitable at all times and subject to immediate distribution in the event of a member's death, disability, retirement or other termination of employment.

At any time, but not more frequently than once a fiscal year, a member may elect to withdraw from his account an amount not exceeding the total of his voluntary contributions credited to such account at the time of such withdrawal.

If a member has received a withdrawal from his account in a fiscal year, such member may request a second withdrawal from his account in the same fiscal year, provided that the total amount withdrawn does not exceed the total of his voluntary contributions credited to such account, and provided further that the request for the second withdrawal is for the purpose of a financial hardship, defined as follows:

- (1) Medical expenses incurred by the member or his spouse, children or dependents; or
- (2) Purchase, excluding mortgage payments, of a principal residence for the member; or
- (3) Financial expenses for the member's spouse, children or dependents; or
- (4) Payment of tuition for the next semester or quarter of postsecondary education for the member or his spouse, children or dependents; or

- (5) Need to prevent eviction of the member from his principal residence or foreclosure on the mortgage of the member's principal residence.

The request for withdrawal based on financial hardship shall be presented in writing for the board's approval.

A member who makes a second withdrawal of all or any part of his voluntary contributions will be considered to have discontinued further voluntary contributions effective on the date of his withdrawal request. Such member cannot make voluntary contributions until October 1, January 1, April 1 or July 1 following one year from the date of the member's second withdrawal request.

As of October 1, January 1, April 1 and July 1, a member may select a new contribution rate subject to the general rules and procedures established by the board, provided such new election is in writing on forms prescribed by the board. Members may not make separate nonregular contributions to the system. If at any time a member should wish to cease making voluntary contributions, a written request must be presented for the board's approval.

- (c) Voluntary member contributions (matching). Each employee may select a contribution rate of up to six percent (in one-percent increments) to be applied for purposes of making member contributions which will receive a matching city contribution of one-half percent for each one percent elected by the member. The maximum city contribution will be three percent. Any amount contributed to this account by the member must be deducted from the amount elected under subsection (b) above such that the total voluntary member contributions under both subsections (b) and (c) cannot exceed ten percent of the member's gross pay.

Voluntary member contributions under the provisions of this section shall be fully vested and nonforfeitable at all times and subject to immediate distribution in the event of a member's death, disability, retirement or other termination of employment. Such contributions shall not be subject to withdrawal under any other conditions. Specifically, these funds are exempt from the withdrawal provisions of voluntary member contributions in subsection (b).

Contributions under the provisions of this section shall also apply to members who have elected to participate in the ICMA-RC 457 Plan as provided under subsection 54-47(d) and subsections 54-56(f) and (g). Members who elect this option for contributions, shall be required to comply with subsection 54-48(b) as for selection of new contribution rates the same as for all other members.

Exhibit B

(4)^(u)(a) On or after July 1, 2011, a unit of government that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following provisions in the contract:

1. A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation.
2. A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. 443.036(29), by the unit of government.

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. 1 to Employment Agreement dated July 14, 2015 is made and entered into the day and year set forth hereafter, by and between the City of Port Orange, Florida, a chartered municipal corporation (hereinafter the "Employer" or the "City") and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and who agree as follows:

Whereas, the Parties desire to amend the Employment Agreement as set forth hereafter.

1. Section 1 of the Employment Agreement is hereby amended to read as follows:

This Agreement shall remain in full force and effect for the employment commencing on August 13, 2015 until terminated by the Employer or Employee as provided in Section 11 of this Agreement subject to a voluntary resignation as provided in Section 13.

2. Section 3 of the Employment Agreement is hereby amended to read as follows:

Base Salary: Employer agrees to pay Employee weekly in the amount of Two Thousand Six Hundred Ninety-Two and 31/100 Dollars (\$2,692.31), subject to withholding and payroll tax deductions. The first partial week of employment shall be prorated in the amount of (\$1,615.39). Employee has agreed to attend the Florida League of Cities Conference commencing on August 13-15, 2015 in Orlando, Florida and the three (3) days of conference attendance shall be treated as workdays.

3. All other terms and provisions of the Employment Agreement shall remain in full force and effect, except as modified herein.

In Witness hereof the Parties have executed this Amendment No. 1 to Employment Agreement.

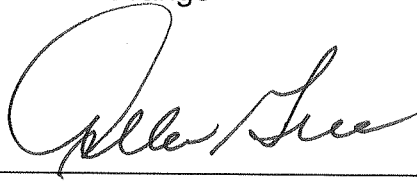
Employee



Michael H. Johansson

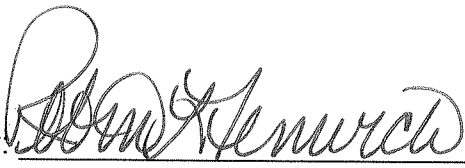
Date: 8.18.2015

Employer
City of Port Orange

By: 
Allen Green, Mayor

Date: 8/4/15

Attest:

By: 
Robin L. Fenwick, CMC, City Clerk

Basic Term Life / AD&D



MetLife

Plan Design for: City of Port Orange

Date Prepared: July 13, 2017

For All Active Full-Time Attorneys and City Managers working at least 30 hours per week

Basic Life	An amount equal to 3 times Your Basic Annual Earnings, rounded to the next higher \$1,000.
Accidental Death & Dismemberment	An amount equal to Your Basic Life Insurance.
Plan Maximum	\$300,000
Non-Medical Maximum	\$300,000
Age Reduction Formula	50% at age 70
Employee Contribution	
• Basic Life	0%
• AD&D	0%

Term Life Features (1)

- Continuation of Life insurance while totally disabled as defined by the Group Policy (2)
- Accelerated Benefits Option (3)
- Total Control Account^â (4)

AD&D Features (1)

- Seat Belt Benefit (5)
- Common Carrier Benefit
- Air Bag Benefit
- Total Control Account^â

What Is Not Covered?

Like most insurance plans, this plan has exclusions. In addition, a reduction schedule may apply. Please see your benefits administrator or certificate for specific details.

Accidental Death & Dismemberment insurance does not include payment for any loss which is caused by or contributed to by: physical or mental illness, diagnosis of or treatment of the illness; an infection, unless caused by an external wound accidentally sustained; suicide or attempted suicide; injuring oneself on purpose; the voluntary intake or use by any means of any drug, medication or sedative, unless taken as prescribed by a doctor or an over-the-counter drug taken as directed; voluntary intake of alcohol in combination with any drug, medication or sedative; war, whether declared or undeclared, or act of war, insurrection, rebellion or riot; committing or trying to commit a felony; any poison, fumes or gas, voluntarily taken, administered or absorbed; service in the armed forces of any country or international authority, except the United States National Guard; operating, learning to operate, or serving as a member of a crew of an aircraft; while in any aircraft for the purpose of descent from such aircraft while in flight (except for self preservation); or operating a vehicle or device while intoxicated as defined by the laws of the jurisdiction in which the accident occurs.

Life and AD&D coverages are provided under a group insurance policy (Policy Form GPNP99 or G2130-S) issued to your employer by MetLife. Life and AD&D coverages under your employer's plan terminates when your employment ceases when your Life and AD&D contributions cease, or upon termination of the group insurance policy. Should your life insurance coverage terminate for reasons other than non-payment of premium, you may convert it to a MetLife individual permanent policy without providing medical evidence of insurability.

This summary provides an overview of your plan's benefits. These benefits are subject to the terms and conditions of the contract between MetLife and your employer. Specific details regarding these provisions can be found in the certificate. If you have additional questions regarding the Life Insurance program underwritten by MetLife, please contact your benefits administrator or MetLife. Like most group life insurance policies, MetLife group policies contain exclusions, limitations, terms and conditions for keeping them in force. Please see your certificate for complete details.

-
- (1) Features may vary depending on jurisdiction.
 - (2) Total disability or totally disabled means your inability to do your job and any other job for which you may be fit by education, training or experience, due to injury or sickness. Please note that this benefit is only available after you have participated in the Basic/Supplemental Term Life Plan for 1 year and it is only available to the employee.
 - (3) When life expectancy is certified by a physician to be 12 months or less. The Accelerated Benefits Option (ABO) is subject to state availability and regulation. The ABO benefits are intended to qualify for favorable federal tax treatment in which case the benefits will not be subject to federal taxation.

This information was written as a supplement to the marketing of life insurance products. Tax laws relating to accelerated benefits are complex and limitations may apply. You are advised to consult with and rely on an independent tax advisor about your own particular circumstances. Receipt of ABO benefits may affect your eligibility, or that of your spouse or your family, for public assistance programs such as medical assistance (Medicaid), Temporary Assistance to Needy Families (TANF), Supplementary Social Security Income (SSI) and drug assistance programs. You are advised to consult with social service agencies concerning the effect that receipt of ABO benefits will have on public assistance eligibility for you, your spouse or your family.
 - (4) The Total Control Account (TCA) is provided for all Life and AD&D benefits of \$5,000 or more. The TCA is not insured by the Federal Deposit Insurance Corporation or any government agency. The assets backing TCAs are maintained in MetLife's general account and are subject to MetLife's creditors. MetLife bears the investment risk of the assets backing the TCAs, and expects to receive a profit. Regardless of the investment experience of such assets, the interest credited to TCAs will never fall below the guaranteed minimum rate. Guarantees are subject to the financial strength and claims paying ability of MetLife.
 - (5) The Seat Belt Benefit is payable if an insured person dies as a result of injuries sustained in an accident while driving or riding in a private passenger car and wearing a properly fastened seat belt _or a child restraint if the insured is a child_. In such case, his or her benefit can be increased by 10 percent of the Full Amount — but not less than \$1,000 or more than \$25,000.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/02/2018

Consent item: No

SUBJECT: (G19) Financial Report August 2018

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: Attached is the financial report for the period ended August 31, 2018

Project No.: Funding Account No.:

ATTACHMENTS:

1.	August 2018 Financial Report	finrptAug2018 final for use.pdf
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Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 09/27/2018
Approved - 09/27/2018
Final Approval - 09/27/2018



**The City of Port Orange
Finance Department**

MEMORANDUM

TO: Michael H. Johansson, City Manager
FROM: Tracey Riehm, Finance Director
DATE: September 18, 2018
SUBJECT: **Highlights of the August 2018 Financial Report**

This financial report is being provided as an overview of the City's financial status including associated highlights for the City's major operating activities through August 31, 2018, representing 92% of the fiscal year. Except as noted throughout this report, revenues and operating expenditures are as expected for the fiscal year. Also attached are the financial reports from Cypress Head Golf Course and the YMCA. Detailed reports for all funds are available on the City's website at: [http://www.port-orange.org/finance/?p=budget and financial reports](http://www.port-orange.org/finance/?p=budget+and+financial+reports).

GENERAL FUND (Fund 001)

With 92% of the fiscal year complete, the General Fund revenues are 72% of budget and expenditures are 78% of the adjusted budget as summarized below:

2018			
GENERAL FUND	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$32,422,352	\$44,751,996	72%
EXPENSES	\$34,913,303	\$44,751,996	78%
Change in Fund Balance	-\$2,490,951	\$0	

Revenues: Of the total \$32,422,352 in revenues, \$30,250,966 reflect operating revenue and \$2,171,386 account for interfund transfers and contributions from enterprise funds. Ad-valorem taxes are the largest source of general fund revenues and represent roughly 35% of the annual estimated general fund revenue. Ad-valorem taxes on property are collected on an annual basis beginning November 1st for the tax year January through December. As a result, the majority of ad-valorem taxes are collected in the first few months of the fiscal year with 100% of the budgeted amount collected to date. Ad-valorem taxes, offset by the sale of land in FY2017, account for the majority of the change in revenue when compared with this time last year.

Expenditures: With 92% of the fiscal year behind us, operating expenditures amounted to \$34,913,303 or 78% of the estimated expenditures for the year, with an additional encumbered amount of \$3,633,463. Actual operating expenditures are \$5,656,214 higher than this time last year, due primarily to expenditures associated with storm events each year and the purchase of land this fiscal year.

Please also see the attached financial statement for additional detail.

BUILDING SPECIAL REVENUE FUND (Fund 109)

With 92% of the fiscal year complete, the Building Special Revenue Fund is reporting total revenues at 107% of budget while expenditures are 63% of the budget as summarized below:

2018			
Building Special Revenue	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$2,014,206	\$1,883,368	107%
EXPENSES	\$1,188,284	\$1,883,368	63%
Change in Fund Balance	\$825,922	\$0	

Revenues: Of the total \$2,014,206 in revenues, the Building Special Revenue Fund received \$1,986,994 in operating revenues related to permits, fees, and miscellaneous items with the remainder, \$27,212, representing interest income. Operating revenues exceed budgeted expectations at 107% of the estimated budget and is \$224,863 higher than this time last year. Revenues in this fund are typically received in a sporadic nature.

Expenditures: Year-to-date expenditures in the Building Special Revenue fund are \$1,188,284 or approximately 63% of estimated expenditure for the year. On a percent of budget basis, year-to-date expenditures are 26% lower than this time last year; with actual expenditures \$74,793 higher than this time last year.

Year to date, the Building Special Revenue Fund is reporting an increase in net position of \$825,922 in comparison to \$665,767 for the same time last year.

Please also see the attached financial statement for additional detail.

WATER & SEWER FUND (Fund 401)

With 92% of the fiscal year complete, the Water and Sewer Fund is reporting total revenues at 75% of budget while expenditures are 74% of the budget as summarized below:

2018			
Utilities Operating Fund	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$23,007,291	\$30,649,211	75%
EXPENSES	\$22,574,168	\$30,649,211	74%
Change in Fund Balance	\$433,123	\$0	

Revenues: Generally, revenues in this fund are based on charges for services that are billed after services are rendered and are recorded when billed. Charges for services, which account for \$22,809,415 of the revenue source in the Water and Sewer Fund, reported an overall decrease of \$280,745 over the prior fiscal year. Factors influencing the revenue behavior in this fund are primarily related to changes in growth, consumption patterns, and timing of cycle billings during the reporting period.

Expenses: The first eleven months operating expenses excluding depreciation amounted to \$11,915,696 or 78% of estimated expenses for the year, with an additional \$1,456,969 encumbered. Non-operating activity reports a net decrease of \$797,796, compared to a net gain of \$11,271 reported at the same time last year.

Currently, the water and sewer fund is reporting an income of \$10,095,923, and after transfers the fund is posting a increase in net position of \$433,123, compared to an increase in net position of \$2,035,112 from this time last year.

The attached financial statement provides additional detail.

SOLID WASTE FUND (Fund 410)

With 92% of the fiscal year complete, the Solid Waste Fund is reporting total revenues at 85% of budget while expenditures are 84% of the budget as summarized below:

2018			
Solid Waste Fund	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$6,266,166	\$7,354,324	85%
EXPENSES	\$6,150,293	\$7,354,324	84%
Change in Fund Balance	\$115,873	\$0	

Revenues: Charges for services, which account for \$6,235,667 of the revenue source in the Solid Waste Fund, reported an overall increase of \$127,702 over the prior fiscal year. Factors influencing the revenue behavior in this fund are primarily related to changes in growth, seasonal service patterns, and timing of cycle billings during the reporting period.

Expenses: The Solid Waste Fund's first eleven months operating expenses excluding depreciation total \$5,964,707 or 83% of estimated expenses for the year, with an additional encumbered amount of \$857,234. The majority of expenditures in this fund are for contractual services relating to garbage collection and recycling.

The Solid Waste Fund is currently reporting an income before transfers of \$301,459 and a change in net position of \$115,873 after allowing for transfers. The change in net position is \$56,113 more than this time last year.

The attached financial statement provides additional detail.

STORMWATER UTILITY FUND (Fund 412)

With 92% of the fiscal year complete, the Stormwater Utility Fund is reporting total revenues at 67% of budget while expenditures are 55% of the budget as summarized below:

2018			
Stormwater Operating Fund	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$4,926,532	\$7,377,074	67%
EXPENSES	\$4,048,543	\$7,377,074	55%
Change in Fund Balance	\$877,989	\$0	

Revenues: Drainage fees, which account for \$4,500,208 of the revenue source in the Stormwater Utility Fund, reported an overall increase of \$612,821 over the prior fiscal year and \$690,700 more than 2016. Revenues in this fund primarily rely on the collection of drainage fees by the non-advalorem method, which are collected beginning in November for the tax year January through December. As a result, the majority of non-advalorem taxes are collected in the first few months of the fiscal year with 95% collected to date. An increase in the drainage fees and timing of the receipts collected by the County on the annual tax bill account for the majority of the change in revenue when compared with this time last year.

Expenses: For the first eleven months, operating expenses excluding depreciation total \$1,519,772 which is 69% of the annual budget and \$62,680 higher than this time last year. An additional \$247,899 is encumbered.

After allowing for non-operating expenses and transfers, the Drainage Fund is reporting an increase in net position for the first eleven months of \$877,989 which is \$425,020 more than this time last year.

The attached financial statement provides additional detail.

GOLF COURSE REPORT

The consolidated financial reports for the period ending August 31, 2018 for the Cypress Head Golf Course are attached. Detailed statements are available in the Finance Department.

YMCA REPORT

The financial report for the period ending August 31, 2018 for the YMCA will be released when available.

IN SUMMARY:

As appropriations lapse at the end of each year, City Council re-appropriates funding for open purchase orders and existing funded projects. Total budget projections as they are presented in the attached reports incorporate current year appropriations plus prior year carryover pertaining to open and in process projects. Available liquid equity has been evaluated and is adequate to meet or exceed revenue policies as established by City Council.

Should you have any questions as they relate to this report or its attachments, please feel free to contact me.

Thank you,

Tracey Riehm
Finance Director

TR/lb

City of Port Orange									2018/P11
Revenue Comparison - General Fund (001)									
Period Ending: August 31 (92% of the Fiscal Year)									
Sub Activity	2016		% of Total	2017		% of Total	2018		% of Budget
	FYTD Actual	Audited Annual Receipts		FYTD Actual	Audited Annual Receipts		FYTD Actual	Total Current Budget	
ADVALOREM TAXES	10,955,414	10,979,872	100%	11,906,185	11,919,198	100%	12,869,186	12,816,660	100%
SALES & USE TAXES	739,293	741,261	100%	-	748,718	0%	444,090	832,336	53%
UTILITY SERVICE TAXES	4,214,480	5,270,749	80%	4,344,215	5,332,884	81%	4,905,020	5,374,218	91%
COMMUNICATIONS SERVICE TX	1,369,915	1,784,375	77%	1,231,162	1,656,402	74%	1,310,818	1,618,112	81%
LOCAL BUSINESS TAX	108,639	148,250	73%	91,768	120,151	76%	95,926	150,000	64%
FEES & PERMITS	2,230,866	3,243,221	69%	2,229,244	3,264,494	68%	2,070,604	3,179,934	65%
INTER GOVT	4,418,841	5,379,844	82%	4,731,014	12,208,897	39%	5,088,661	6,051,226	84%
CHARGES FOR SERVICE	2,479,392	2,696,483	92%	2,563,505	2,958,720	87%	2,570,137	2,928,238	88%
FINES & FORFEITS	175,193	230,003	76%	116,254	33,529	347%	156,532	145,000	108%
MISC REVENUE	978,231	2,529,347	39%	2,299,214	2,509,962	92%	739,992	968,266	76%
INTERFUND TRANSFER	32,000	259,193	12%	-	24,225	0%	653,007	653,007	100%
CONTRB FROM ENTERPRISE FD	1,479,868	1,614,401	92%	1,477,353	1,611,658	92%	1,518,379	1,656,413	92%
APPROPRIATED EQUITY	-	-	0%	-	-	0%	-	8,378,586	0%
GENERAL FUND REVENUE:	\$29,182,132	\$34,877,001	84%	\$30,989,914	\$42,388,838	73%	\$32,422,352	\$44,751,996	72%

City of Port Orange									
Expense Comparison - General Fund (001)									
Period Ending: August 31 (92% of the Fiscal Year)									
Department Description	2016			2017			2018		
	FYTD Actual	Audited Annual Expenditures		FYTD Actual	Audited Annual Expenditures		FYTD Actual	Total Current Budget	
NON DEPARTMENTAL	1,935,833	4,386,966	44%	10,838,324	12,905,832	84%	6,293,515	9,878,385	64%
MAYOR & COUNCIL	144,542	212,693	68%	127,413	189,550	67%	160,279	186,135	86%
CITY MANAGER	361,648	588,524	61%	336,673	556,130	61%	487,856	606,739	80%
LEGAL SERVICES	347,450	563,991	62%	389,916	622,236	63%	598,502	720,051	83%
CITY CLERK	204,434	327,846	62%	208,311	331,773	63%	258,302	341,110	76%
FINANCE	626,591	968,625	65%	693,775	1,116,527	62%	1,018,690	1,264,096	81%
PERSONNEL	203,941	338,284	60%	209,806	354,651	59%	348,454	433,893	80%
COMMUNITY DEVELOPMENT	846,547	1,388,546	61%	921,774	1,477,657	62%	1,063,442	1,475,648	72%
FIRE SERVICES	5,198,403	8,267,873	63%	4,984,160	8,377,337	59%	7,631,243	9,130,136	84%
POLICE	6,878,955	11,668,827	59%	7,128,330	12,085,330	59%	11,677,723	13,796,695	85%
PUBLIC WORKS	1,358,241	2,252,723	60%	1,479,879	2,488,805	59%	2,102,909	2,687,682	78%
PARKS MAINTENANCE	1,095,203	2,031,817	54%	1,234,635	2,107,170	59%	2,080,279	2,664,836	78%
RECREATION	404,520	830,040	49%	419,532	844,345	50%	770,529	972,909	79%
ATHLETICS	293,448	441,446	66%	284,556	446,549	64%	421,580	593,681	71%
POGTV	1,479	3,462	43%	5	-	0%	-	-	-
GENERAL FUND EXPENSES:	\$19,901,235	\$34,271,663	58%	\$29,257,089	\$43,903,892	67%	\$34,913,303	\$44,751,996	78%
Excess of Revenue over(under)									
Expenditures	\$9,280,897	\$605,338		\$1,732,825	-\$1,515,054		-\$2,490,951	\$ -	

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - BUILDING SPECIAL REVENUE FUND (109)
 Period Ending: August 31 (92% of the Fiscal Year)

	FY2016			FY2017			FY2018		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Revenues									
Permits and fees	887,161	961,415	92%	1,761,860	1,873,911	94%	1,986,728	1,241,500	160%
Miscellaneous	126	126	100%	271	271	100%	266	-	0%
Total operating revenues	887,287	961,541	92%	1,762,131	1,874,182	94%	1,986,994	1,241,500	160%
Expenditures									
General government:									
Planning and community development	954,996	1,094,899	87%	1,113,491	1,252,064	89%	1,188,284	1,883,368	63%
Total operating expenses - w/o depreciation	954,996	1,094,899	87%	1,113,491	1,252,064	89%	1,188,284	1,883,368	63%
Operating income (loss)	(67,709)	(133,358)	51%	648,640	622,118	104%	798,710	(641,868)	-124%
Non-operating revenues (expenses)									
Interest earnings	13,475	14,363		17,127	9,969		27,212	9,000	
Other income (expense)									
Interest and amortization expense									
Total nonoperating revenue (expenses)	13,475	14,363	94%	17,127	9,969	172%	27,212	9,000	302%
Income (loss) before contributions and transfers	(54,234)	(118,995)	46%	665,767	632,087	105%	825,922	(632,868)	-131%
Appropriated Fund Balance								632,868	
Transfers									
Transfers in		-			-				
Transfers (out) - In Lieu of Tax									
Transfers (out) - Debt Service									
Change in net position	(54,234)	(118,995)		665,767	632,087		825,922	-	

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - UTILITIES OPERATING FUND (401 - ONLY)
Period Ending: August 31 (92% of the Fiscal Year)

	FY2016			FY2017			FY2018		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Water sales	9,653,059	11,600,185	83%	9,844,513	11,523,919	85%	9,589,702	11,600,000	83%
Hydrant rentals	44,488	46,423	96%	44,209	45,885	96%	44,739	46,010	97%
Sewer charges	12,095,694	14,346,973	84%	12,250,540	14,319,633	86%	12,296,372	13,635,114	90%
Connections service, and cut-off charges	623,325	736,621	85%	839,385	941,828	89%	814,318	576,000	141%
Other revenues ²	87,609	104,876	84%	111,513	112,985	99%	64,284	36,253	177%
Total operating revenues	22,504,175	26,835,078	84%	23,090,160	26,944,250	86%	22,809,415	25,893,377	88%
Operating expenses²									
Personal services (plus travel per diem)	5,225,156	5,994,691	87%	5,396,280	6,179,593	87%	5,371,840	6,663,579	81%
Contractual services (Professional & Other)	2,311,171	2,622,163	88%	2,198,881	2,446,828	90%	2,244,396	2,940,840	76%
Utilities	1,076,516	1,183,948	91%	1,130,663	1,240,643	91%	1,189,981	1,371,700	87%
Maintenance and repairs	1,322,341	1,389,132	95%	1,234,142	1,343,619	92%	1,246,650	1,620,267	77%
Other supplies and expenses	1,756,960	2,118,171	83%	1,833,074	2,099,908	87%	1,862,829	2,595,361	72%
Total operating expenses - w/o depreciation	11,692,144	13,308,105	88%	11,793,040	13,310,591	89%	11,915,696	15,191,747	78%
Operating income (loss)	10,812,031	13,526,973	80%	11,297,120	13,633,659	83%	10,893,719	10,701,630	102%
Non-operating revenues (expenses)									
Interest earnings ²	105,518	105,720		126,386	69,133		197,876	74,448	
Other income (expense)	(549,822)			(115,115)	63,421		(995,672)	(4,916,227)	
Interest and amortization expense ²	(3,802)	(141,187)			(294,173)			-	
Total nonoperating revenue (expenses)	(448,106)	(35,467)	1263%	11,271	(161,619)	-7%	(797,796)	(4,841,779)	16%
Income (loss) before contributions and transfers	10,363,925	13,491,506	77%	11,308,391	13,472,040	84%	10,095,923	5,859,851	172%
Appropriated Fund Balance									
Transfers									
Transfers in	-	-		-	542,609		-	-	
Transfers (out) - In lieu of tax	(1,123,287)	(1,225,404)	92%	(1,117,480)	(1,219,069)	92%	(1,153,953)	(1,258,858)	92%
Transfers (out) - debt service ^{1,2}	(7,937,749)	(8,659,363)	92%	(8,155,799)	(8,897,235)	92%	(8,508,847)	(9,282,379)	92%
Change in net position	1,302,889	3,606,739		2,035,112	3,898,345		433,123	-	

¹ Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process. Included here for historical comparison.

² Some classifications are restated for use as a management tool to 1) remove "roll-up" of funds and 2) provide consistency in classifications for comparison purposes

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - SOLID WASTE OPERATING FUND (410 - ONLY)
 Period Ending: August 31 (92% of the Fiscal Year)

	FY2016			FY2017			FY2018		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues¹									
Charges for services:									
Waste disposal fees	6,015,446	7,169,080	84%	6,107,960	7,128,674	86%	6,235,660	7,090,017	88%
Other revenues	11	809	1%	5			7	-	
Total operating revenues	6,015,457	7,169,889	84%	6,107,965	7,128,674	86%	6,235,667	7,090,017	88%
Operating expenses									
Personal services	216,780	254,305	85%	204,950	199,337	103%	150,872	229,073	66%
Contractual services (Professional & Other)	5,400,564	6,441,284	84%	5,636,770	6,748,349	84%	5,796,329	6,899,155	84%
Utilities	494	741	67%	1,680	1,980	85%	2,652	3,204	83%
Maintenance and repairs	4,246	4,608	92%	7,614	8,167	93%	11,712	16,362	72%
Other supplies and expenses	8,705	9,435	92%	2,038	2,224	92%	3,142	4,073	77%
Total operating expenses (w/o depreciation)	5,630,789	6,710,373	84%	5,853,052	6,960,057	84%	5,964,707	7,151,867	83%
Operating income (loss)	384,668	459,516	84%	254,913	168,617	151%	270,960	(61,850)	-438%
Non-operating revenues (expenses)									
Interest earnings	22,717	24,128		23,109	14,055		30,499	20,000	
Other income (expense)		-		(30,500)	5,443				
Interest and amortization expense					-				
Total nonoperating revenue (expenses)	22,717	24,128	94%	(7,391)	19,498	-38%	30,499	20,000	152%
Income (loss) before contributions and transfers	407,385	483,645	84%	247,522	188,115	132%	301,459	(41,850)	-720%
Appropriated fund balance								244,307	
Transfers									
Transfers in	-	-		-	-		-	-	
Transfers (out) - In lieu of taxes	(187,390)	(204,425)		(187,762)	(204,831)		(185,586)	(202,457)	
Transfers (out) - debt service									
Change in net position	219,995	279,219		59,760	(16,716)		115,873	-	

¹ For comparison purposes FY16 operating revenue classifications adjusted to FY15 audit classifications

² Some classifications are restated for use as a management tool to 1) remove "roll-up" of funds and 2) provide consistency in classifications for comparison purposes

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - STORMWATER OPERATING FUND (412 - ONLY)
 Period Ending: August 31 (92% of the Fiscal Year)

	FY2016			FY2017			FY2018		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Drainage fees	3,809,508	3,846,382	99%	3,887,387	3,923,603	99%	4,500,208	4,514,348	100%
Other revenues ²	258	37,795	1%	260	260	100%	382	-	0%
Total operating revenues	3,809,766	3,884,177	98%	3,887,647	3,923,863	99%	4,500,590	4,514,348	100%
Operating expenses²									
Personal services	643,208	735,974	87%	653,758	762,989	86%	578,797	903,056	64%
Contractual services (Professional & Other)	552,461	605,906	91%	643,360	730,707	88%	771,126	1,002,187	77%
Utilities	2,103	2,516	84%	1,826	2,063	89%	2,301	3,245	71%
Maintenance and repairs	76,910	89,546	86%	109,118	151,964	72%	113,212	160,962	70%
Other supplies and expenses	48,821	55,150	89%	49,030	75,814	65%	54,336	135,574	40%
Total operating expenses (w/o depreciation)	1,323,503	1,489,092	89%	1,457,092	1,723,537	85%	1,519,772	2,205,024	69%
Operating income (loss)	2,486,263	2,395,085	104%	2,430,555	2,200,326	110%	2,980,818	2,309,324	129%
Non-operating revenues (expenses)									
Interest earnings ²	19,919	20,992	95%	25,084	15,623	161%	48,043	26,700	180%
Other income (expense)	(1,337,374)	-		(850,947)	13,836		(920,311)	(3,417,366)	
Interest and amortization expense	(2,033)	(11,515)		-	(7,548)		-	-	
Total nonoperating revenue (expenses)	(1,319,488)	9,477		(825,863)	21,911		(872,268)	(3,390,666)	26%
Income (loss) before contributions and transfers	1,166,775	2,404,562	49%	1,604,692	2,222,237	72%	2,108,550	(1,081,342)	-195%
Appropriated fund balance									
Capital Grants ³	300	700,858		439,786	467,559		377,899	1,607,509	
Transfers									
Transfers in	677,000	677,000		-	476,560		-	-	
Transfers (out) - General Fund	-	-		-	-		-	-	
Transfers (out) - In Lieu of Tax	(169,191)	(184,572)	92%	(172,111)	(187,758)	92%	(178,840)	(195,098)	92%
Transfers (out) - debt service ^{1,2}	(1,408,914)	(1,536,997)	92%	(1,419,398)	(1,548,434)	92%	(1,429,620)	(1,559,586)	92%
Change in net position	265,970	2,060,851		452,969	1,430,164		877,989	-	

¹ Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process. The remaining balance of Transfer (Out) - Debt Service represents governmental debt.

² Some classifications are restated for use as a management tool to 1) remove "roll-up" of funds and 2) provide consistency in classifications for comparison purposes

³ Added for FY2016

Note: minor variances in totals may exist due to rounding

Financial Report
for period ending
August 2018

Golf Course

City of Port Orange, Florida
Statement of Net Position
August 31, 2018
Consolidated Golf Course

ASSETS

Cash	\$	208,648.86
Accounts Receivable	\$	217,858.87
Inventory	\$	15,007.16
Inventory - Restaurant	\$	-
Prepaid Items	\$	26,879.68
Other Assets - Deposits	\$	-
Total Current Assets	\$	468,394.57
Land	\$	979,806.54
Buildings & Improvements	\$	5,273,164.11
Equipment	\$	92,796.79
Accum Depr	\$	(2,713,903.81)
Total Non-Current Assets	\$	3,631,863.63
TOTAL ASSETS	\$	4,100,258.20

LIABILITIES

Accounts Payable	\$	70,431.60
Unearned Revenue	\$	277,260.05
Total Current Liabilities	\$	347,691.65
Advances from Other Funds	\$	3,288,558.16
Total Non-current Liabilities	\$	3,288,558.16
TOTAL LIABILITIES	\$	3,636,249.81

NET POSITION

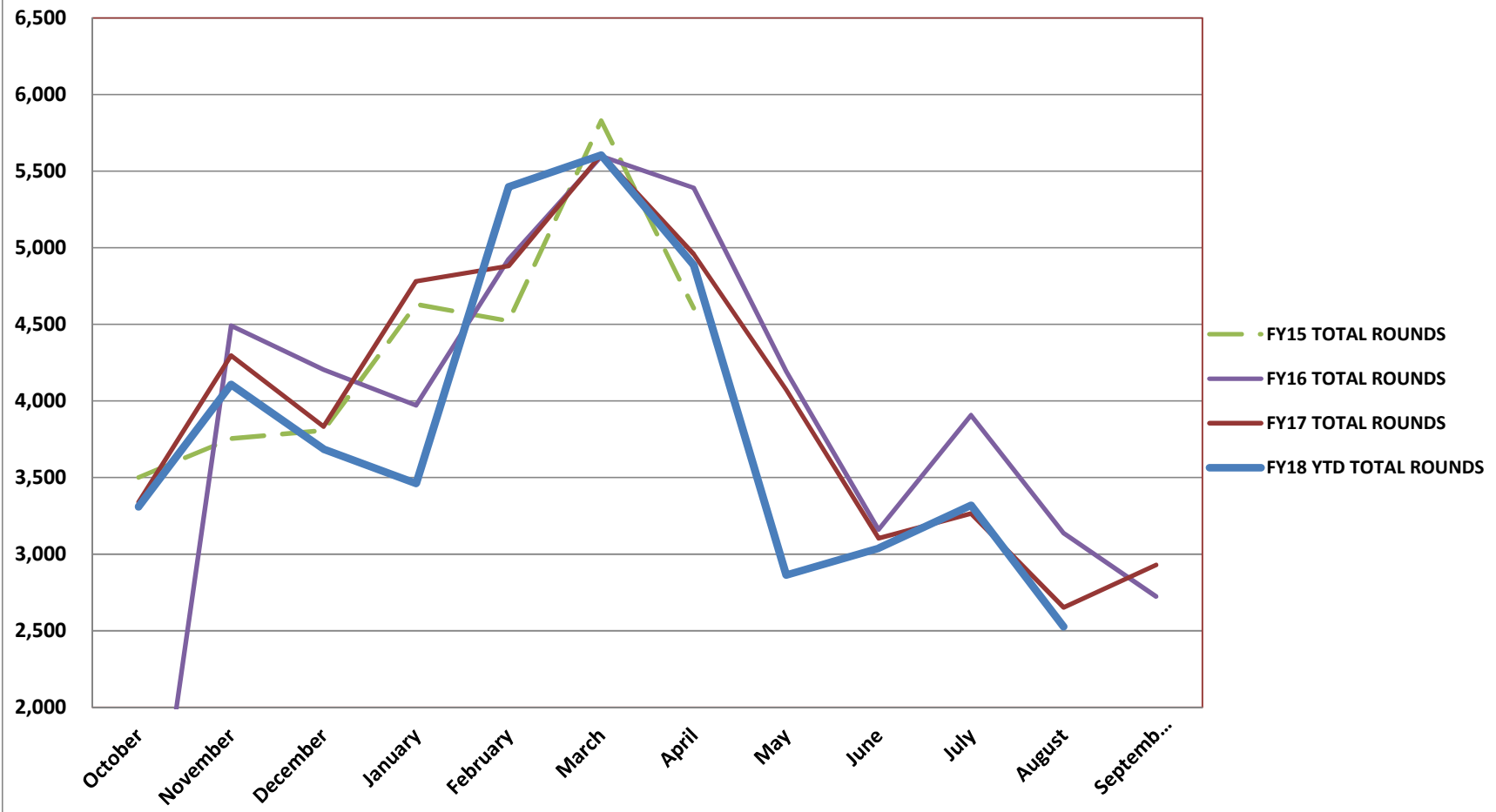
Net Investment In Capital Assets	\$	419,845.41
Income (Loss)	\$	44,162.98
TOTAL NET POSITION	\$	464,008.39

City of Port Orange, Florida
Statement of Revenue, Expenses and Changes in Net Position
Fiscal YTD as of August 31
Consolidated Golf Course

<u>Operating Revenues</u>	Current Year	Prior Year
Golf Course	\$ 1,154,028.27	\$ 1,186,571.01
Golf Course Surcharge	\$ 34,538.42	\$ 36,925.08
Restaurant-Rent	\$ 5,900.01	\$ 24,923.42
Restaurant Operations	\$ 121,454.50	\$ -
Total Operating Revenues	\$ 1,315,921.20	\$ 1,248,419.51
 <u>Operating Expenses</u>		
Golf Course	\$ 1,122,059.83	\$ 1,194,311.86
Golf Course Repair & Replacement	\$ -	\$ 9,894.00
Restaurant Operations	\$ 160,564.68	\$ -
Total Operating Expenses	\$ 1,282,624.51	\$ 1,204,205.86
 Operating Income (Loss)	 \$ 33,296.69	 \$ 44,213.65
 <u>Nonoperating revenues (expenses)</u>		
Interest & Misc.	\$ 866.29	\$ 7,521.48
Capital	\$ -	\$ -
Transfers in (out)	\$ 10,000.00	\$ -
 Change in Net Position	 \$ 44,162.98	 \$ 51,735.13
		\$ -

*Note: Capital Assets have not been reclassified &
Depreciation expense is not yet recorded*

Golf Course Rounds by Month FY15-FY18 Year to Date



The Golf Club at Cypress Head
Comparative Income Statement
For the Eleven Months Ending August 31, 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	57,131	1,080,200	1,146,664	94%	55,842	1,042,428	1,180,861	88%
Merchandise	4,982	59,492	63,915	93%	3,941	64,463	59,537	108%
Other Pro Shop	970	13,461	13,751	98%	300	14,133	11,927	118%
Range	1,853	33,420	35,853	93%	1,606	33,004	36,706	90%
Food and Beverage	0	0	15,788		0	121,455	146,600	83%
Other Operating Revenues	2,171	36,925	39,356	94%	2,000	34,538	39,944	86%
TOTAL REVENUE	67,108	1,223,497	1,315,327	93%	63,690	1,310,021	1,475,576	89%
COST OF SALES								
Merchandise	2,925	34,987	37,436	93%	2,315	38,742	38,699	100%
Food & Beverage	0	0	6,042		0	55,573	53,858	103%
TOTAL COGS	2,925	34,987	43,478	80%	2,315	94,315	92,557	102%
COGS - Merchandise %	58.7%	58.8%	58.6%	100.4%	58.7%	60.1%	65.0%	92.5%
COGS - Food %			38.3%			45.8%	36.7%	124.7%
PAYROLL								
Course and Grounds	20,400	314,670	341,675	92%	24,814	261,848	375,767	70%
Carts, Range, Starters, Etc.	6,849	80,724	86,435	93%	6,132	79,511	99,348	80%
Pro Shop	3,187	40,614	42,904	95%	4,465	51,412	52,439	98%
Food and Beverage	0	0	9,850		0	81,967	74,205	110%
General and Administrative	11,548	121,612	133,923	91%	12,027	128,604	152,526	84%
Marketing	3,996	46,032	49,654	93%	4,144	47,132	49,611	95%
TOTAL PAYROLL	45,979	603,652	664,441	91%	51,583	650,473	803,897	81%
OPERATING EXPENSES								
Course and Grounds	21,599	234,063	252,335	93%	23,310	183,527	280,678	65%
Carts, Range, Starters, Etc.	6,505	74,091	80,327	92%	6,162	75,580	83,934	90%
Pro Shop	55	5,765	6,324	91%	0	6,324	7,954	80%
Food and Beverage	0	0	1,413		0	17,884	18,372	97%
General and Administrative	15,392	195,718	210,751	93%	13,717	191,391	209,750	91%
Marketing	1,022	19,145	22,941	83%	1,526	18,197	30,260	60%
TOTAL OPERATING EXPENSES	44,574	528,782	574,091	92%	44,715	492,903	630,948	78%
TOTAL EXPENSES	93,478	1,167,420	1,282,010	91%	98,613	1,237,691	1,527,402	81%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(62,841)	(69,411)	91%	(5,827)	(69,240)	(73,696)	94%
Depreciation & Amortization	(154)	(1,688)	(1,146)	147%	(96)	(1,051)	(4,572)	23%
TOTAL OTHER INCOME (EXPENSE)	(5,866)	(64,529)	(70,557)	91%	(5,923)	(70,291)	(78,268)	90%
NET INCOME	(32,237)	(8,452)	(37,241)	23%	(40,846)	2,040	(130,094)	-2%
Paid Rounds	1,975	34,614	36,904	7%	1,892	33,367	37,150	90%
Annual Pass Rounds	496	7,624	8,095	8%	454	6,472	8,542	76%
Other Rounds	181	2,551	2,719	7%	180	2,360	2,924	81%
Total Rounds	2,652	44,789	47,718	7%	2,526	42,199	48,615	87%
Revenue/Paid Rounds	33.98	35.35	35.64	94%	33.66	39.26	39.72	99%
Revenue/Total Rounds	25.30	27.32	27.56	91%	25.21	31.04	30.35	102%

Financial Reports
for period ending
August 2018

Provided by
YMCA

Statement Of Activities Report

Volusia Flagler Family YMCA

08/01/2018 - 08/31/2018

Period 8 August 2018

Branch Port Orange 07

Fund: Unrestricted 1

Activity Code: All

Account Group	Account Group Name	Period 8 August 2018					Year to Date 2018				
		Actual	Budget	\$ Variance	Last Year	\$ Variance	Actual	Budget	\$ Variance	Last Year	\$ Variance
Revenue											
01	Contributions	651.25	380.00	271.25	942.56	-291.31	66,536.71	57,960.00	8,576.71	48,153.65	18,383.06
03	Special Events	2,510.00	0.00	2,510.00	2,265.25	244.75	39,019.87	43,010.00	-3,990.13	37,590.85	1,429.02
08	United Way	207.49	207.49	0.00	414.98	-207.49	2,904.86	2,904.86	0.00	21,626.56	-18,721.70
10	Grants	2,966.30	2,666.00	300.30	1,783.24	1,183.06	19,379.92	19,425.00	-45.08	19,633.91	-253.99
11	Membership	103,545.68	116,770.00	-13,224.32	110,437.48	-6,891.80	879,738.67	916,800.00	-37,061.33	878,820.40	918.27
13	Program Fees	47,438.57	57,882.99	-10,444.42	47,942.25	-503.68	440,745.10	470,440.61	-29,695.51	455,400.39	-14,655.29
14	Other -	245.80	600.00	-354.20	146.10	99.70	11,542.48	7,800.00	3,742.48	9,725.67	1,816.81
16	Merchandise/Vending Late Fees/Misc Income	17.50	200.00	-182.50	163.50	-146.00	910.00	1,600.00	-690.00	1,382.50	-472.50
19	Release from Restriction	-1.67	0.00	-1.67	-40.00	38.33	-2,833.30	-1,403.90	-1,429.40	-2,070.00	-763.30
Total Unrestricted Revenue		157,580.92	178,706.48	-21,125.56	164,055.36	-6,474.44	1,457,944.31	1,518,536.57	-60,592.26	1,470,263.93	-12,319.62
Total Revenue		157,580.92	178,706.48	-21,125.56	164,055.36	-6,474.44	1,457,944.31	1,518,536.57	-60,592.26	1,470,263.93	-12,319.62
Expenses											
21	Salaries & Wages	66,218.76	67,309.94	1,091.18	65,029.45	-1,189.31	526,953.52	536,503.29	9,549.77	504,885.42	-22,068.10
22	Employee Benefits	3,433.67	3,839.25	405.58	2,922.67	-511.00	27,783.92	31,578.78	3,794.86	24,378.07	-3,405.85
23	Payroll, Taxes & W/C	6,207.80	6,224.56	16.76	6,128.03	-79.77	50,631.00	50,165.49	-465.51	48,125.36	-2,505.64
24	Contract Services	2,856.67	2,475.00	-381.67	2,744.87	-111.80	30,724.15	34,950.04	4,225.89	31,307.39	583.24
25	Supplies	2,523.02	2,550.44	27.42	2,848.16	325.14	20,069.30	22,185.47	2,116.17	22,644.01	2,574.71
26	Telephone	712.40	720.00	7.60	1,354.19	641.79	5,661.30	5,760.00	98.70	7,967.02	2,305.72
27	Postage & Shipping	0.00	30.00	30.00	29.40	29.40	0.00	240.00	240.00	103.20	103.20
28	Facility Costs	39,820.93	38,554.38	-1,266.55	33,502.55	-6,318.38	323,334.44	303,672.12	-19,662.32	309,102.64	-14,231.80
29	Equipment Costs	4,049.79	1,945.31	-2,104.48	4,955.91	906.12	18,493.48	29,843.76	11,350.28	42,963.42	24,469.94
30	Program Expenses	4,297.19	6,402.34	2,105.15	6,136.20	1,839.01	41,817.70	49,996.74	8,179.04	59,079.40	17,261.70
31	Marketing & Promotion	0.00	0.00	0.00	0.00	0.00	533.73	0.00	-533.73	59.10	-474.63
32	Travel & Mileage	76.44	74.92	-1.52	0.00	-76.44	178.08	496.00	317.92	337.61	159.53
33	Conference & Training	0.00	10.00	10.00	100.00	100.00	191.95	415.00	223.05	608.86	416.91
35	National & Other Dues	2,480.70	2,100.00	-380.70	2,176.08	-304.62	17,547.54	17,550.00	2.46	17,408.68	-138.86
38	Insurance	2,432.75	2,370.00	-62.75	2,248.21	-184.54	18,907.58	18,870.00	-37.58	18,366.18	-541.40
39	Miscellaneous Expense	487.34	1,050.00	562.66	1,236.23	748.89	3,742.48	5,600.00	1,857.52	9,723.66	5,981.18
40	Depreciation &	6,448.05	1,509.03	-4,939.02	1,661.36	-4,786.69	52,433.50	13,774.36	-38,659.14	17,479.00	-34,954.50
48	Amortization Metro Services	27,354.00	27,354.00	0.00	27,354.00	0.00	218,550.00	218,550.00	0.00	218,550.00	0.00
Total Unrestricted Expenses		169,399.51	164,519.17	-4,880.34	160,427.31	-8,972.20	1,357,553.67	1,340,151.05	-17,402.62	1,333,089.02	-24,464.65
Total Expenses		169,399.51	164,519.17	-4,880.34	160,427.31	-8,972.20	1,357,553.67	1,340,151.05	-17,402.62	1,333,089.02	-24,464.65
Change in Net Assets		-11,818.59	14,187.31	-26,005.90	3,628.05	-15,446.64	100,390.64	178,385.52	-77,994.88	137,174.91	-36,784.27