



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

DECEMBER 4, 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 by Lowell Lucas of First Baptist of Daytona Beach
2. Pledge of Allegiance
3. Swearing-In Ceremony
4. Roll Call
5. Election of Vice Mayor
6. Appointments to Council Committees for 2019

B. CONSENT AGENDA

7. Public Comments on Consent Agenda Items Only
8. Agenda Approval
9. Approval of Minutes
 - a. November 13, 2018 - Regular City Council Meeting
10. Bid Awards and Contract Items
 - a. Intent to Reject all bids for ITB #18-32 Concrete Installation, Repairs, and Replacement
 - b. Report on Certain Contracts Approved by the City Manager
 - c. Award of Bid #18-31 to Aumiller Pools LLC. for repairs to the YMCA Pool
 - d. Award of ITB 18-32 to Genset Services, Inc for generator repair and maintenance
 - e. Approval of Task Authorization No. 17 under the Master Contract for Engineering Services with Mead and Hunt, Inc. for the Water Reclamation Facility (WRF) Barscreen Replacement Projects.

11. Approval of the 2019 City Council Meeting Calendar
12. Approval of Concurrency and Fair-Share Agreement for the Lazul at Crystal Lake Site Plan - Case No. 18-80000004
13. Approval of Concurrency and Fair-Share Agreement for the Spring's at Port Orange Site Plan - Case No. 18-80000008
14. Approval of Contract for Sale and Purchase of Real Property at Fox Place
15. Major Special Event Request – Port Orange YMCA LiveStrong 5K at Aunt Catfish Restaurant located at 4009 Halifax Drive and 4085 Ridgewood Avenue.
16. Resolution No. 18-56 - Acceptance of Carlisle Drive from County of Volusia
17. Resolution No. 18-57 - Supplemental Local Agency Program (LAP) Agreement for SR421 (Dunlawton) Lighting Phase 1
18. Resolution No. 18-58 - Two (2) separate 30-day Extensions to the Moratorium on Personal Wireless Communications Governed by Chapter 16, Section 9 of the Land Development Code

C. CITIZEN PARTICIPATION (Agenda)

19. Fee Waiver Request from Spruce Creek High School Softball Team
20. Request by Tarik Dalaq from Door Master DBA Overhead Doors of America to waive or reduce a \$500 work without permit fee.

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

E. COUNCIL COMMENTS

21. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

22. Report from KemperSports on the Cypress Head Golf

G. PUBLIC HEARING

23. First Reading - Ordinance No. 2018-27 - Shopping Carts (Continued from 10/16/18 & 11/7/18 and Revised)
24. First Reading - Ordinance No. 2018-33 – 3rd Amendment to the Journey's End Planned Commercial Development Master Development Agreement, Case No. 18-40000002
25. First Reading – Ordinance No. 2018-34 - Amending Chapter 2 of the Code of Ordinances pertaining to Code Enforcement Lien Reduction Program

H. REGULAR AGENDA

26. Approval of Change Order #3 to AG Pifer for remodeling project at Dorothy L. Hukill City Annex

27. Resolution No. 18-59 - Electing to Use the Uniform Method of Collecting Non-Ad Valorem Special Assessments

I. COMMENTS

28. City Attorney Comments

29. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

30. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Plan

c. Fire Pension Board

d. Police Pension Board

K. ADJOURNMENT

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: No

SUBJECT: (A5) Election of Vice Mayor

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to elect a Vice Mayor for 2019 and authorize the City Clerk to amend related contact information as necessary.

SUMMARY: In accordance with Article III, Section 3.03 of the City Charter: "The vice mayor shall be elected at the first meeting of the newly elected council after the regular city elections; and, in nonelection years, at the first regular council meeting in January and commencing in 2007 at the first regular council meeting in December. The vice mayor shall act as mayor during the absence or disability of the mayor. In case of death, resignation, or removal of the mayor, the vice mayor shall serve as mayor for the remaining unexpired term of such office. The council vacancy left by the vice mayor shall be filled as provided in section 3.05(c). A vice mayor shall be elected by the council from its members either before or after the filling of the council vacancy as provided in the preceding sentence. In all instances, the vice mayor shall be elected by the affirmative vote of the majority of the council."

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick

Created/Initiated - 11/19/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: No

SUBJECT: (A6) Appointments to Council Committees for 2019

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY: Below is a listing of committees and the current Council Member assigned to each committee:

ArtHaus – Councilman Ford
City Investment Committee – Vice Mayor Stiltner
General Employees Retirement Trust Fund – Vice Mayor Stiltner
River to Sea Transportation Planning Organization – Councilman Bastian
Municipal Firefighters Pension Board – Councilman Ford
Municipal Police Officers Retirement Trust – Councilman Bastian
Port Orange-South Daytona Chamber of Commerce – Mayor Burnette (months 3, 6, 9, and 12) and Councilman Ford (all others)
Roundtable of Elected Officials - Mayor Burnette
Golf Advisory Board - Vice Mayor Stiltner
First Step - Councilman Tramont

Appointments will need to be made for service on these committees for 2019.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick

Created/Initiated - 11/19/2018

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
NOVEMBER 13, 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.

OPENING

Invocation by Pastor Ken Sharp of High Point Pentecostal Church

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

There were none.

5. Agenda Approval

There were no changes requested by Council.

6. Approval of Minutes
 - a. November 7, 2018 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of Extension and Amendment of the October 1, 2013 Mead Hunt contract for inspection services
 - b. Award of ITB #18-33 for the purchase of a new or demo unit Type 1 Ambulance from Ten 8
8. Resolution No 18-52 - Adoption of Revised Volusia County Integrated Floodplain Management Plan
9. Approval of FY18 Write-offs of Miscellaneous Receivables (MR) from the Code Enforcement Lien Reduction Program

Motion to approve the Consent Agenda
as presented was made by Councilman

Drew Bastian and Seconded by
Councilman Chase Tramont. Motion
carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Edith Shelley spoke regarding the Pancake Challenge recently held where Port Orange Police Department won the challenge.

COUNCIL COMMENTS

10. Comments/Concerns from Council Members

Vice Mayor Scott Stiltner suggested extending an invitation to the school board for a representation to attend a Council meeting regarding the school ratings, as well as school capacity and future growth.

Mayor Don Burnette thanked Parks & Recreation Staff for the Veteran's Day celebration and thanked our veterans for their service.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

11. Parks & Recreation Advisory Board Report

Jack Wiles, Chairman, thanked Staff for the movie in the park held at Riverwalk Park recently and provided Council with an update of the recent meetings held. The Board has discussed partnership agreements, as well as the remodeling of the gym into a community center.

PUBLIC HEARING

12. First Reading - Ordinance No. 2018-30 - Small-Scale Future Land Use
Amendment/1389 Reed Canal Road

Mayor Burnette asked Council for their consensus to discuss this item and Item #13 together. Council agreed.

Mayor Burnette read Ordinance No. 2018-30.

ORDINANCE NO. 2018-30

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 +/- 9.91 ACRES FROM VOLUSIA COUNTY URBAN LOW INTENSITY (0.2-4 UNITS/ACRE) TO CITY OF PORT

ORANGE URBAN MEDIUM DENSITY (4-8) UNITS/ACRE); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-30 was made by Councilman Drew Bastian and Seconded by Councilman Chase Tramont.

13. First Reading - Ordinance No. 2018-31 - PUD Rezoning and New Port Master Development Agreement and Conceptual Development Plan (Case No. 18-65000002)

Mayor Burnette read Ordinance No. 2018-31.

ORDINANCE NO. 2018-31

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +/- 29.7 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF REED CANAL ROAD, BETWEEN CLYDE MORRIS BOULEVARD AND ATLANTIC HIGH SCHOOL FROM CITY OF PORT ORANGE PLANNED COMMERCIAL DEVELOPMENT (PCD) AND VOLUSIA COUNTY RURAL AGRICULTURE (A-2) TO PUD (PLANNED UNIT DEVELOPMENT) AND APPROVING A MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE NEW PORT APARTMENTS PUD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-31 was made by Councilman Drew Bastian and Seconded by Councilman Chase Tramont.

Penelope Cruz, Planning Manager, explained the change being requested.

Jeff Brock, Attorney for applicant, explained they will be cleaning the property and may request the property be designated as a Brownfield property.

Robert Reinhagen, citizen, is concerned about the wetlands and would like to see an elevation map.

Motion to adopt Ordinance No. 2018-30 carried unanimously by roll call vote.

Motion to adopt Ordinance No. 2018-31
carried unanimously by roll call vote.

14. First Reading – Ordinance No. 2018-32 - Amending Chapter 10 of the
Code of Ordinances pertaining to Urban Chickens

Mayor Burnette read Ordinance No. 2018-32.

ORDINANCE NO. 2018-32

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA AMENDING THE CODE OF ORDINANCES,
CHAPTER 10, SECTION 10-20 ESTABLISHING A PERMANENT
URBAN CHICKEN PROGRAM; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-32
was made by Councilman Drew Bastian
and Seconded by Councilman Bob
Ford.

Ms. Cruz advised the permanent program will follow the same regulations as the pilot
program. Second reading will occur on January 22, 2019 to allow time for Staff to talk to
the various homeowner's associations.

Motion carried 4-1 by roll call vote with
Vice Mayor Scott Stiltner voting no.

REGULAR AGENDA

15. Resolution No. 18-53 - Budget Appropriation - FY18 Budget Execution
Review - Final Year End True-Up

Mayor Burnette read Resolution No. 18-53.

RESOLUTION NO. 18-53

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, APPROPRIATING OPERATING AND
CAPITAL FUNDS FOR VARIOUS CITY OPERATIONS FOR
FISCAL YEAR 2018; SETTING FORTH REVENUES AND
EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-53
was made by Councilman Drew Bastian

and Seconded by Councilman Chase
Tramont.

Tracey Riehm, Finance Director, provided details of the resolution.

Motion carried unanimously by roll call
vote.

16. Resolution No. 18-54 - Budget Appropriation - FY19 Carryover of Open
Encumbrances and Project Budgets

Mayor Burnette read Resolution No. 18-54.

RESOLUTION NO. 18-54

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, APPROPRIATING FUNDS FOR PROJECT
CARRY OVER AND OPEN ENCUMBRANCE CARRY OVER
FUNDS FROM FISCAL YEAR 2018 TO FISCAL YEAR 2019
BUDGET; SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-54
was made by Councilman Drew Bastian
and Seconded by Vice Mayor Scott
Stiltner.

Ms. Riehm provided details of the resolution.

Motion carried unanimously by roll call
vote.

17. Resolution No. 18-55 - Budget Appropriation - FY19 Additional Carryover

Mayor Burnette read Resolution No. 18-55.

RESOLUTION NO. 18-55

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, APPROPRIATING ADDITIONAL PROJECT
CARRY OVER FUNDS FROM FISCAL YEAR 2018 TO FISCAL
YEAR 2019 BUDGET; SETTING FORTH REVENUES AND
EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-55
was made by Councilman Drew Bastian

and Seconded by Vice Mayor Scott
Stiltner.

Ms. Riehm provided details of the resolution.

Motion carried unanimously by roll call
vote.

COMMENTS

18. City Attorney Comments

There were none.

19. City Manager Comments

Mr. Johansson asked Council to accept his application for outside employment as a consultant on leadership and organizational improvement. He will report to Council when, where, and how long he will be working outside of the City.

Council had no objections as long as it doesn't interfere with his duties with the City.

COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

- a. ArtHaus – Councilman Bob Ford reported on the upcoming events.
- b. First Step – They will meet in two weeks to discuss construction.
- c. Port Orange/South Daytona Chamber of Commerce – Mayor Burnette reported on upcoming events.
- d. Roundtable of Elected Officials – Mayor Burnette will attend the meeting next week.

ADJOURNMENT – 7:34 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: Yes

SUBJECT: (B10a) Intent to Reject all bids for ITB #18-32 Concrete Installation, Repairs, and Replacement

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to reject all bids relating to ITB 18-32 for concrete installation, repairs & replacement..

SUMMARY: On October 26, 2018, the Purchasing Department received two (2) bid for ITB 18-32 Concrete Installation, Repairs and Replacement.

In accordance with city purchasing policies and as stated in Section 5 General Terms and Conditions, #8: "The City of Port Orange City Council reserves the right to reject any and all proposals received as deemed to be in the best interest of the City. The apparent low bidder items 1-5 does not possess the proper reference documentation. The second bidder pricing was almost twice what the low bidder submitted and twice what the City is currently paying. Therefore, after careful review, research, and consideration, the Public Works & Utilities Department is recommending both bids be rejected, re-bid the project, and solicit more concrete contractors to bid the project.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Department Justification Memo - Reject ITB18-32 concrete	Department Justification Memo - Reject ITB18-32 concrete revised.pdf
2.	SCHEDULE OF UNIT PRICING BID FORM	ATTACHMENT 1 SCHEDULE OF UNIT PRICING.xlsx
3.	INSTALLATION DELIVERY AND REMOVAL OF CONCRETE	INSTALLATION DELIVERY AND REMOVAL OF CONCRETE.pdf
4.	ITB 18-32 Addm No 1	ITB 18-32 Addm No 1.pdf
5.	ITB 18-32 Tabulation Sheet (10-26-18)	ITB 18-32 Tabulation Sheet (10-26-18).pdf
6.	ITB 18-32 Sign in	ITB 18-32 Sign in.pdf
7.	ITB 18-32 Southern Construction & Site Development LLC Response (10-26-18)	ITB 18-32 Southern Construction & Site Development LLC Response (10-26-18).pdf
8.	Southern Const Bid Bond	Southern Const Bid Bond.pdf
9.	ITB 18-32 Sparks ConcreteLLC Response(10-26-18)	ITB 18-32 Sparks ConcreteLLC Response(10-26-18).pdf
10.	ITB 18 32 Concrete Services Notice of	ITB 18 32 Concrete Services Notice of

	Intent to Reject All Bids joe castro purchasing (1)	Intent to Reject All Bids joe castro purchasing (1).pdf
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Julia Wiggins	Created/Initiated - 11/12/2018
Rick Wilson	Approved - 11/13/2018
Ronny Buttrum	Approved - 11/13/2018
Lynn Stevens	Approved - 11/13/2018
James Tillman	Approved - 11/13/2018
Margaret Roberts	Approved - 11/19/2018
Jake Johansson	Approved - 11/19/2018
Robin Fenwick	Final Approval - 11/20/2018



City of Port Orange

Public Works & Utilities Department

TO: M.H. Johansson, City Manager

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

FROM: Ronny Buttrum, Deputy Director Public Works

DATE: November 13, 2018

SUBJECT: Intent to Reject ITB #18-32 Concrete Installation, Repairs & Replacement

REQUEST:

The Public Works & Utilities Department requests City Council reject all bids relating to ITB 18-32 Concrete Installation, Repairs & Replacement.

PURPOSE:

The purpose of this request is to provide the City with the best responsive vendor.

CONSIDERATION:

On October 26, 2018, the Purchasing Department received two (2) bids for ITB 18-32 Concrete Installation, Repairs and Replacement. The bid included 5 items fully detailed in the bid scope of work and three alternative products. Two of the alternative products are resin bonded surfacing (Flexi-Pave) which is a product the City will be evaluating later this fiscal year. It has not yet been determined if this product would even be utilized in the future, however, if the decision is made to use the product, staff wanted to include it in the bid documents as an alternative product. The third alternative product was a cubic yard rate for concrete in the event the city chose to install a concrete pad outside of a driveway, sidewalk, or concrete curb. The primary use under this contract are items 1 through 5.

In accordance with city purchasing policies and as stated in Section 5 General Terms and Conditions, #8: "The City of Port Orange City Council reserves the right to reject any and all proposals received as deemed to be in the best interest of the City. The apparent low bidder items 1-5 does not possess the proper reference documentation. The second bidder pricing was almost twice what the low bidder submitted and twice what the City is currently paying. Therefore, after careful review, research, and consideration, the Public Works & Utilities Department is recommending both bids be rejected, re-bid the project, and solicit more concrete contractors to bid the project.

FUNDING:

N/A

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council reject all bids relating to ITB 18-32 Concrete Installation, Repairs & Replacement.

ANTICIPATED SCHEDULE:

- a.) Council Meeting date – December 4, 2018

ATTACHMENTS:

- a.) ITB 18-32 Bid tabulation
- b.) ITB 18-32 Original Bid Documents & Amendment
- c.) ITB 18-32 Intent to Award
- d.) Sparks Concrete LLC Submission
- e.) Southern Construction & Site Development, LLC Submission



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM REVISED PER ADDENDUM NO.1

RANGE

ITB # 18-32

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:	

INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	Concrete Type E Curb	1	LF	\$ -
2	Concrete Type F Curb	1	LF	\$ -
3	Concrete Drop Curb (Miami Gutter)	1	LF	\$ -
4	Concrete Environmental Curb	1	LF	\$ -
5	Concrete Sidewalk and Driveway	1	CY	\$ -
ALTERNATIVE PRODUCTS				
6	Resin Bonded Surfacing (Flexi-Pave)	1	LF	\$ -
8	Resin Bonded Surfacing (Flexi-Pave)	1	CY	\$ -
9	Concrete	1	CY	\$ -
TOTAL BASE BID				\$ -
Shall warranty the above materials and labor for:				

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE ITB #18-32



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: September 21, 2018

Bid Due Date and Time: October 26, 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 #18-32

INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-32 INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE. 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 October 26, 2018** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M.** (local time) on **October 5, 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 from vendors for removal, installation, replacement and repair of existing Portland cement concrete structures, including but not limited to sidewalks, driveway aprons, curbs, gutters and bike paths.

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

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on **INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE**" in the subject line. Last day for questions will be **October 12, 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.

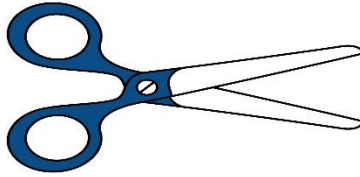
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

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 #18-32 INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **September 21, 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 #18-32

BID TITLE:

**INSTALLATION, DELIVERY AND REMOVAL OF
CONCRETE FOR THE CITY OF PORT ORANGE**

DUE DATE/TIME:

October 26, 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 City of Port Orange is soliciting sealed bids from vendors for removal, installation, replacement and repair of existing Portland cement concrete structures, including but not limited to sidewalks, driveway aprons, curbs, gutters and bike paths.

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:September 21, 2018
Non-Mandatory Pre-Bid Conference October 5, 2018 at 10:00 A.M.
Deadline for Questions:October 12, 2018 by 5:00 P.M.
Final Addendum Posting:October 19, 2018 by 5:00 P.M.
Bids Due: October 26, 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:

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the 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 #18-29 INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE" 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 scope and size 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 vendors for removal, installation, replacement and repair of existing Portland cement concrete structures, including but not limited to sidewalks, driveway aprons, curbs, gutters and bike paths.

SCOPE OF WORK:

General:

Contractor shall provide all labor, materials, supervision, and equipment for concrete services with specifications provided by the City. Other contract documents prepared by the City of Port Orange, and all applicable building codes. The work shall include, but not limited to:

- preparing the site by clearing, grading, adding or removing fill;
- removing and disposal of all debris created by the removal/installation of concrete;
- installing expansion joints in areas where the new concrete adheres to the old concrete;
- installing and saw cutting contraction joints, as required;
- complying with all ADA standards and requirements;
- comply with City Standard Details for all concrete structures;

Work will include but not limited to sidewalks, curbs, gutters, driveways, and other concrete repairs or installations as authorized by City staff in writing.

When removing existing sections of concrete, all cuts must be square and located at existing joints. No triangular or odd shaped cuts allowed.

Contractor shall restore all areas around the work site to the same or better condition than prior to work beginning.

Contractor shall provide documentation supporting the required compression strength design.

Concrete shall not be poured during rainy weather. If rain is expected or begins after concrete is poured, the contractor is required to cover the concrete until the rain stops.

Contractor submitting bid must be proficient in the construction and repair of sidewalks and/or bike paths, curb construction (FDOT Type “E” and “F” Curb, Header Curb, Miami Curb, and Environmental Curb), driveway aprons, etc.

Work under this contract will be on an “as needed” basis. Contractors shall respond within fifteen days to remove, replace or install concrete as instructed. The contractor must respond to emergency repairs within 24 hours of request.

Payment will be upon completion of concrete work and accepted by the City for each portion identified for removal and replacement. Invoices must clearly identify date work was completed, the address of work, type of work, and cubic feet/cubic yards of concrete installed, and other pertinent information.

Contractor shall provide all Maintenance of Traffic (MOT) as required per the Florida Department of Transportation (FDOT) specification to complete the project in a safe manner. The contractor shall be responsible for implementing traffic control procedures in accordance with FDOT standards.

Contractor shall carry out all operations in strict accordance with all OSHA regulations and manufacturer's safety requirements.

All newly poured sidewalks and driveway sections must allow water to adequately drain from sidewalk sections. No standing water is allowed on sidewalk or driveway sections.

Concrete, Bike Paths, and Curb Cut Ramps:

Contractors performing work for construction of concrete sidewalks and concrete driveway apron shall comply with the City of Port Orange Standard Construction Details Ref: M-3, Sidewalk Construction Requirements, M-4 and M-5, Sidewalk and Bike Path Ramp, M-6, Driveway Apron, M-18 and M-19 Sidewalk Construction at Intersections, and R-9 Standard Curb Construction.

When replacing existing sidewalk sections, the width of the new sections shall match the existing sections of sidewalk.

SOD:

Sod shall be placed in strips of minimum two-foot (2') wide adjacent to the sidewalk and must meet SOD requirements as stated in the Florida Department of Transportation's Specifications #575. If St. Augustine SOD exists prior to construction, the contractor shall replace with St. Augustine SOD. The contractor may use Bahia SOD in areas where no grass existed or irrigation is not present, prior to construction.

Ground will be leveled prior to sod installation.

All debris (concrete, rock, etc.) shall be removed prior to installing sod.

Sod shall be watered in. Sod shall be laid in such a manner that no ruts, gaps, or other uneven surface remains after work is complete.

Material:

All concrete sidewalks and bike paths in Public Rights a Way, Private Rights of Way and on non-residential sites shall contain fiberglass reinforcement, except when repairs are made to existing

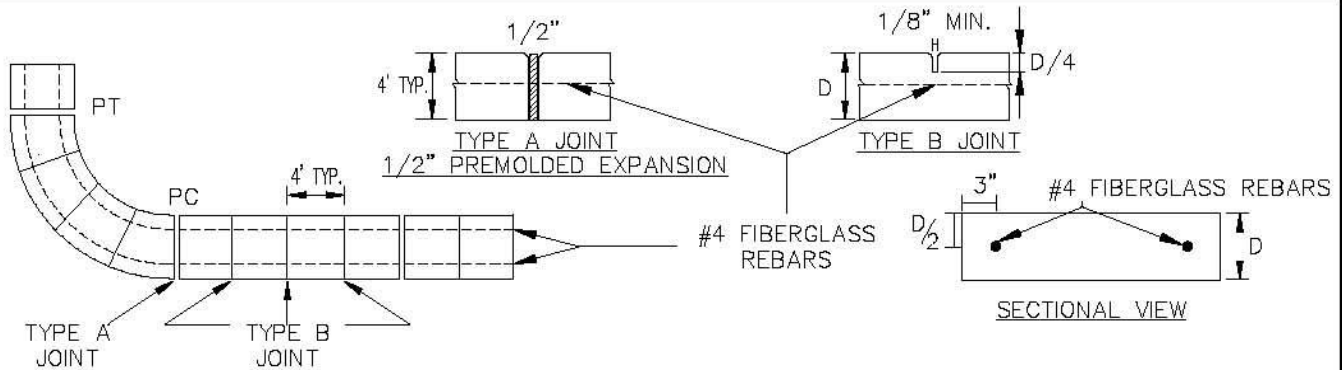
sidewalks that do not already contain reinforcement. Fiberglass reinforcement shall not be required on private residential sidewalks.

Sidewalks, bike paths, ramps, and driveway aprons shall be constructed of Plain Portland Cement Concrete with fiberglass reinforcement, having a minimum slump of 3 inches, a minimum developed compressive strength of 3000 P.S.I. in 28 days, and a minimum uniformed thickness of 4 inches where intended solely for pedestrian traffic, and 6 inches thick where motor vehicles are likely to cross.

Estimated Expenditure:

The City estimates that it will spend \$375,000 per year. This is only an estimate and actual expenditure may differ.

End of Scope-of-Work



SIDEWALK CONSTRUCTION REQUIREMENTS

1. ALL CONCRETE SIDEWALKS & BIKE PATHS IN PUBLIC RIGHT-OF-WAY, PRIVATE RIGHT-OF-WAY AND ON NON-RESIDENTIAL SITES SHALL CONTAIN FIBERGLASS REINFORCEMENT EXCEPT REPAIRS TO NON-REINFORCED EXISTING SIDEWALKS. FIBERGLASS REINFORCEMENT SHALL NOT BE REQUIRED ON PRIVATE RESIDENTIAL SIDEWALKS.
2. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH FIBERGLASS REINFORCEMENT, HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
3. 2-#4 CONTINUOUS FIBERGLASS BARS (6" OVERLAP REQUIRED) SHALL BE INSTALLED LONGITUDINALLY, 3" FROM THE EDGE OF ALL BIKEPATHS AND SIDEWALKS, TO CONTROL DIFFERENTIAL MOVEMENT AT JOINTS.
4. SIDEWALKS AND BIKEPATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT OF WAY. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
5. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
6. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING F.D.O.T. SPECIFICATIONS.
7. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 4 FEET WHICHEVER IS GREATEST.
8. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
9. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
10. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
12. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
13. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.



STANDARD CONSTRUCTION DETAIL SIDEWALK CONSTRUCTION REQUIREMENTS

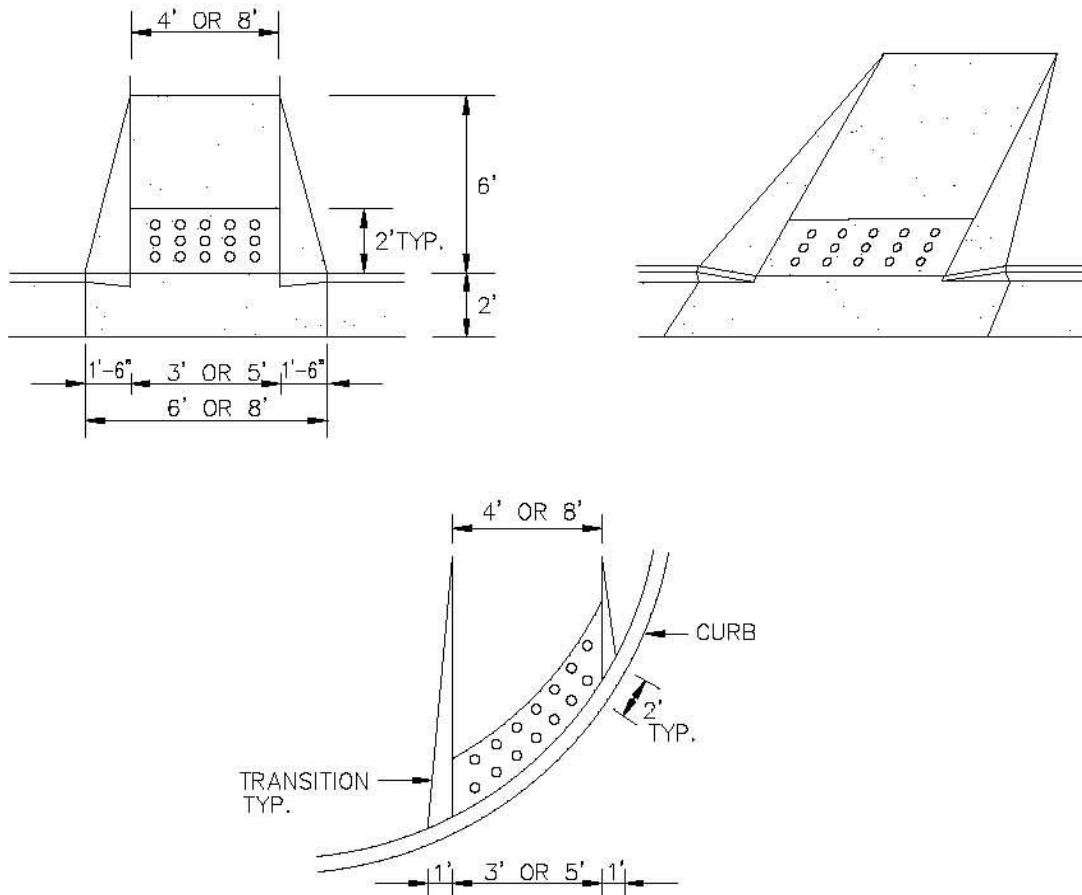
REV. 12/08

FILE NAME:

M3.DWG

DETAIL REF:

M-3



NOTES:

1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.



STANDARD CONSTRUCTION DETAIL SIDEWALK AND BIKEPATH RAMP

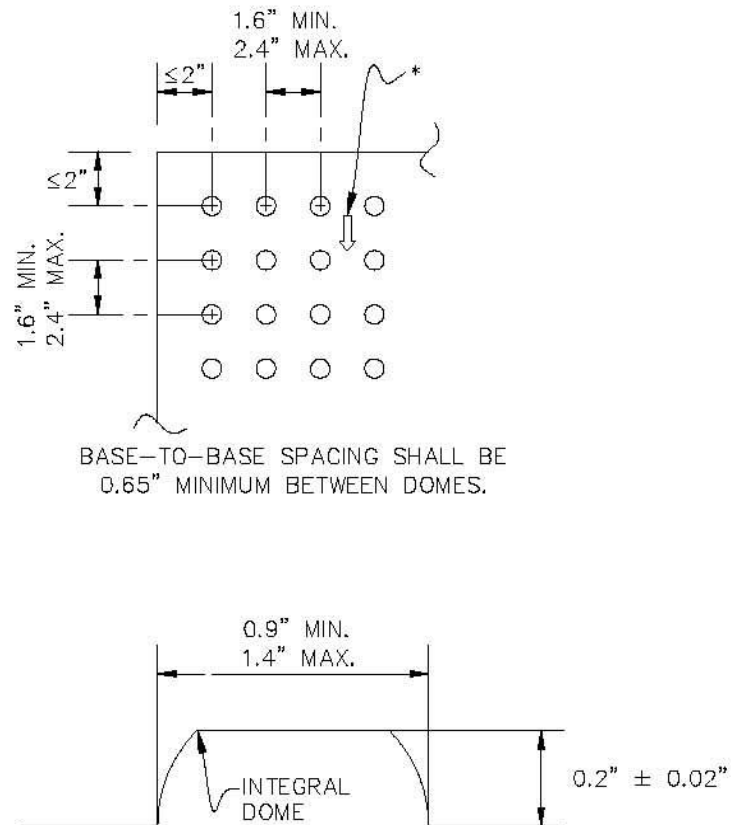
REV. 12/08

FILE NAME:

M4.DWG

DETAIL REF:

M-4



NOTES:

- * ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.



**STANDARD CONSTRUCTION DETAIL
SIDEWALK AND BIKEPATH RAMP**

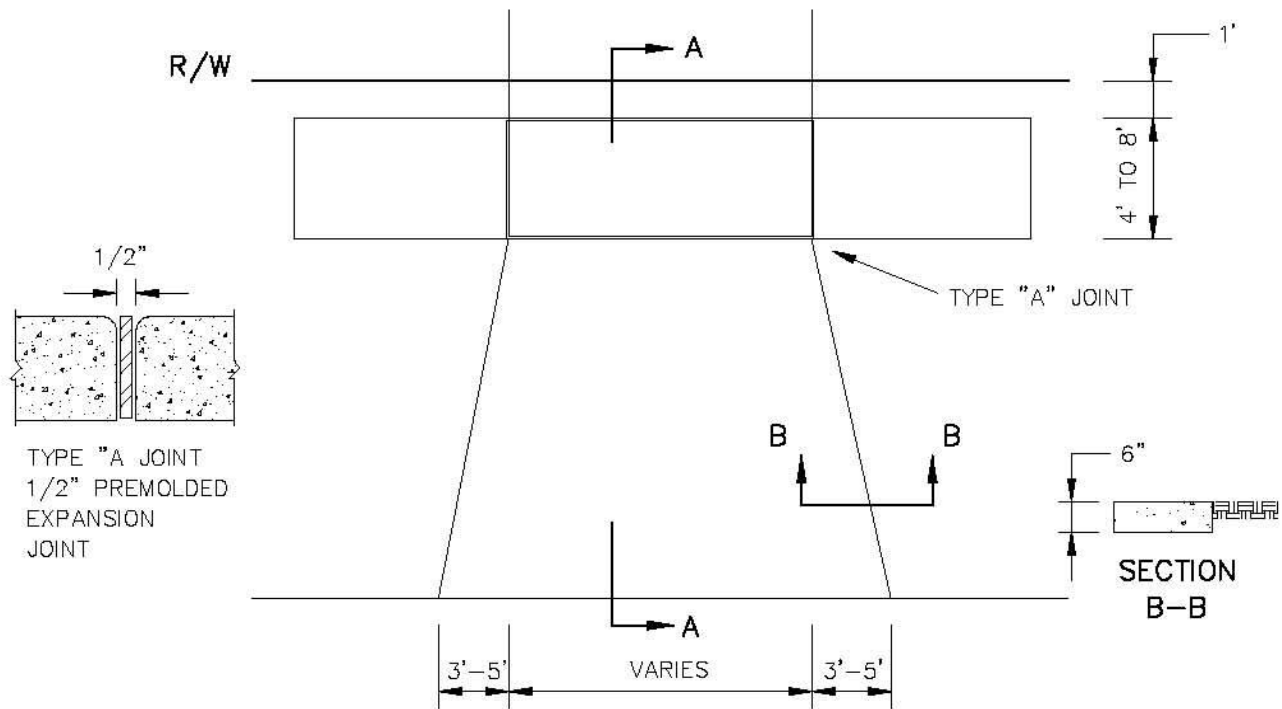
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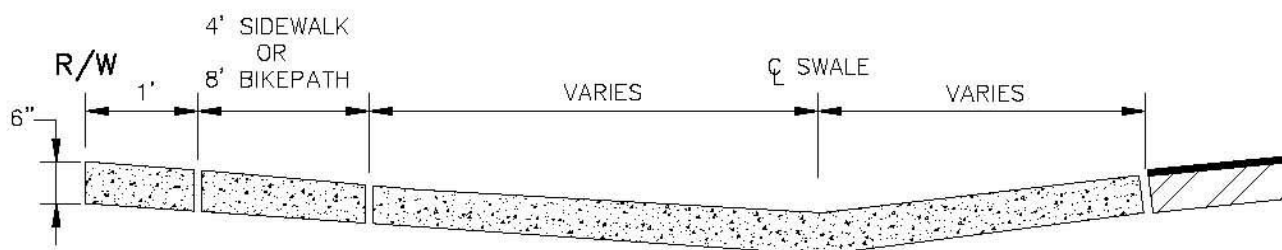
M5.DWG

DETAIL REF:

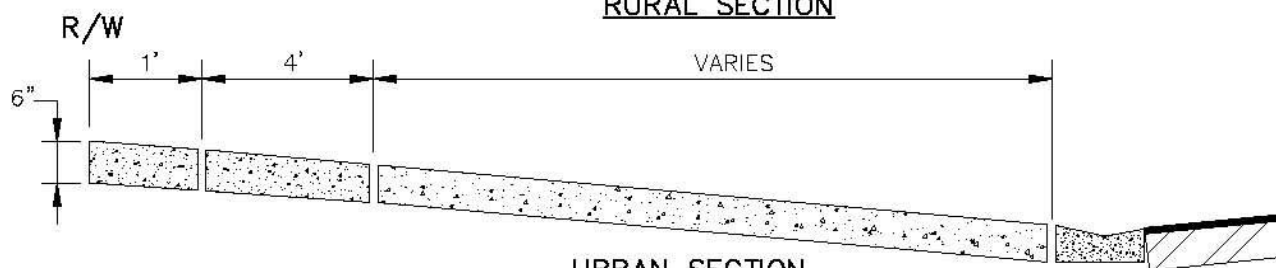
M-5



PLAN



RURAL SECTION



URBAN SECTION

(SECTION A-A)

NOTES:

1. DRIVEWAY APRON BASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
2. CONCRETE DRIVEWAY APRON TO BE 28 DAY, 3000 P.S.I.



STANDARD CONSTRUCTION DETAIL
DRIVEWAY APRON

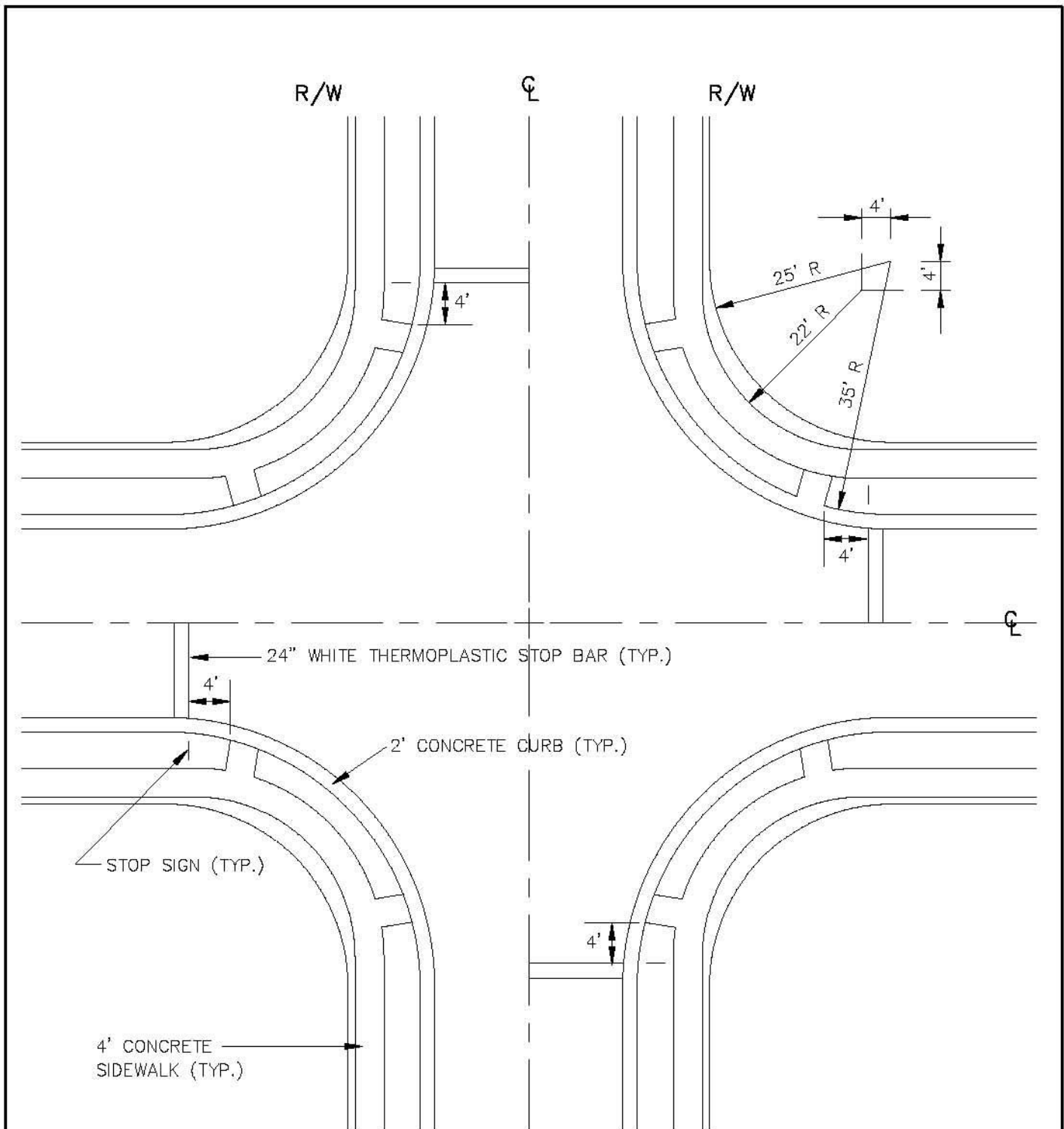
REV. 12/08

FILE NAME:

M6.DWG

DETAIL REF:

M-6



NOTE:

1. REFER TO DETAIL SHEET M-3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS.
2. REFER TO DETAIL SHEET M-4 & M-5 FOR SIDEWALK & BIKEPATH RAMP SPECIFICATIONS.



**STANDARD CONSTRUCTION DETAIL
SIDEWALK CONSTRUCTION AT INTERSECTIONS**

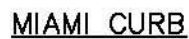
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FILE NAME:

M18.DWG

DETAIL REF:

M-18



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 two (2) years with two (2) one (1) year renewal options agreed upon by both parties.

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 – Listing of Subcontractors
- _____ Form 7.10 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Bid Bond
- _____ Copy of 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" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 18-32

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:				
INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE				
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	Concrete Type E Curb	1	LF	\$ -
2	Concrete Type F Curb	1	LF	\$ -
3	Concrete Drop Curb (Miami Gutter)	1	LF	\$ -
4	Concrete Environmental Curb	1	LF	\$ -
5	Concrete Sidewalk and Driveway	1	LF	\$ -
ALTERNATIVE PRODUCTS				
6	Resin Bonded Surfacing (Flexi-Pave)	1	LF	\$ -
7	Asphaltic Cement	1	LF	\$ -
8	Resin Bonded Surfacing (Flexi-Pave)	1	CY	\$ -
9	Concrete	1	CY	\$ -
TOTAL BASE BID				\$ -
Shall warranty the above materials and labor for:				

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

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

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

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

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

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

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

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

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

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

Signature of Affiant

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

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

City Manager

Phone Number: _____

(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____
Bond No. _____

Space Reserved for Recording Data

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

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

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____ entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE STANDARD CONTRACT FOR 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



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 **October 15, 2018**

ITB #18-32 INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated October 26, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

Page 8 has a bid number mistake- QUESTIONS REGARDING THIS ITB: All questions shall reference ~~#18-29~~ INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE" Please note the correct ITB number is 18-32

B. QUESTIONS AND ANSWERS:

1. What color does the City prefer of the ADA truncated Dome mats?
Answer: ADA requirements states that there shall be a visual contrast, either light on dark or dark on light. The City prefers colonial Red. Any Federally funded project will require Yellow.
2. In what line item will the Striping be compensated for, or will it have its own line item?
Answer: Any striping will be handled through our striping contractor.
3. Will the old striping be required to be removed and how will it be removed by grinding or hydro blasting?
Answer: Any striping issues will be handled through our striping contractor.

4. In what Line item will the sod be compensated for or will it have its own line item?

Answer: Should be included in your base bid.

5. Will Destiny testing be required and who will bear the cost?

Answer: Per the ITB, concrete shall have a strength of 3000 psi (max. slump of 3"), which must be verified by load tickets supplied by the concrete supplier.

6. I could not find any specifications on Flexi Pave Such as a certain manufacturer, required depth or color specification. Please advise?

Answer: Flexi Pave is a type of porous solution. Contractor to determine Brand used and follow the manufacturer's guidelines. Color will vary per application.

7. What does a linear foot of sidewalk consist of 1'x4x4, 1'x5'x4' or larger width? Or what of driveway dimensions? Was this item to be bid by square foot instead of linear foot?

Answer: There is a mistake in the bid. Concrete sidewalks and driveways are per cubic yard. A new bid form will be supplied as well as attached to this addendum.

8. I could not find any specifications on asphaltic cement such as a type of mix design, depth, and if tack would be needed please advise?

Answer: Asphaltic Concrete needs to be removed from the bid.

9. Will all existing sidewalks with side reinforced rebar need to be put back?

Answer: Yes.

10. ADA maps are you going to try those new FDOT approved peel and stick?

Answer: Yes and only if it complies and is in accordance with FDOT index 304 the American Disabilities Act.

In all other respects, except as specifically stated herein, the subject ITB #18-32 remains unchanged.

END OF ADDENDUM NO. #1



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM **REVISED PER ADDENDUM NO.1**

CITY OF PORT ORANGE

ITB # 18-32

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:				
INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE				
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	Concrete Type E Curb	1	LF	\$ -
2	Concrete Type F Curb	1	LF	\$ -
3	Concrete Drop Curb (Miami Gutter)	1	LF	\$ -
4	Concrete Environmental Curb	1	LF	\$ -
5	Concrete Sidewalk and Driveway	1	CY	\$ -
ALTERNATIVE PRODUCTS				
6	Resin Bonded Surfacing (Flexi-Pave)	1	LF	\$ -
8	Resin Bonded Surfacing (Flexi-Pave)	1	CY	\$ -
9	Concrete	1	CY	\$ -
TOTAL BASE BID				
Shall warranty the above materials and labor for:				



**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 #18-32
ITB TITLE: INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE
OPENING DATE/TIME: October 26, 2018 @ 2:30 PM

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		SPARKS CONCRETE LLC	SOUTHERN CONSTRUCTION AND SITE DEVELOPMENT LLC		
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 – References for Previous Experience	YES	YES		
9	Form 7.9 – Listing of Subcontractors	N/A	YES		
10	Form 7.10 – Local Business Affidavit of Eligibility	YES	YES		
11	Attachment 1 –Bid Proposal	YES	YES		
12	Bid Bond	YES	YES		
13	Copy of General Contractors License	YES	YES		
1 Original & 1 Electronic Copy		YES	YES		
Deemed Responsive?		YES	YES		
TOTAL BASE BID		\$ 1,328.00	\$ 2,837.00	\$ -	\$ -
WARRANT MATERIALS AND LABOR FOR:		2 YEAR	1 YEAR		

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



Non-Mandatory Pre-Bid Conference

October 5, 2018 10:00 A.M.

18-32 INSTALLATION, DELIVERY AND REMOVAL OF
CONCRETE FOR THE CITY OF PORT ORANGE

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	386-506-5704	dbattaglia@port-orange.org
2	Jim Tillman	Purchasing Manager	City of Port Orange	386-506-5718	jtillman@port-orange.org
3	Warren Perez	Estimator	Sparks Local	386 260 1002	SPARKS CONCRETE @ CRL.PR.COM
4	Thomas DiEulio	Operations MGR	CPO	386 506-5590	Tdieulio@PORT-ORANGE.ORG
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM REVISED PER ADDENDUM NO.1

CITY OF PORT ORANGE

ITB # 18-32

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 CONSTRUCTION & SITE DEVELOPMENT LLC
CONTACT PERSON:	Jonathan Kephart
EMAIL ADDRESS:	scsdjk@gmail.com
AUTHORIZED SIGNATURE:	<i>[Signature]</i>

INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE				
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	Concrete Type E Curb	1	LF	\$ 17.00
2	Concrete Type F Curb	1	LF	\$ 22.00
3	Concrete Drop Curb (Miami Gutter)	1	LF	\$ 21.00
4	Concrete Environmental Curb	1	LF	\$ 17.00
5	Concrete Sidewalk and Driveway	1	CY	\$ 380.00
ALTERNATIVE PRODUCTS				
6	Resin Bonded Surfacing (Flexi-Pave)	1	LF	\$ 950.00
8	Resin Bonded Surfacing (Flexi-Pave)	1	CY	\$ 1,150.00
9	Concrete	1	CY	\$ 280.00
TOTAL BASE BID				\$ 2,837.00
Shall warranty the above materials and labor for:				1 year

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
- ☒ Copy of Contractors License
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY:

Southern Construction & Site development LLC
Name of Business

[Signature]
Authorized Signature

10-24-18
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 Construction & Site development LLC 5804 Spruce Creek Woods dr.
NAME OF BUSINESS MAILING ADDRESS
[Signature] Port Orange, FL 32127
AUTHORIZED SIGNATURE CITY, STATE & ZIP CODE
Jonathan D. Kephart. MM. 386-212-5509
NAME, TITLE, TYPED TELEPHONE NUMBER / FAX NUMBER
83-192 8933 ScsdJK@gmail.com
FEDERAL IDENTIFICATION # E-MAIL ADDRESS
STATE OF FLORIDA COUNTY OF VOLUSTA

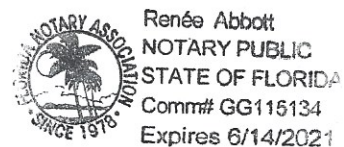
The foregoing instrument was acknowledged before me this day of 24 October 2019 by
Jonathan D. Kephart who is personally known to me or who has produced ad identification and
who did take an oath.

My Commission Expires:

Renée Abbott
Notary Public

This document must be completed and returned with your Submittal

6/14/2021



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: 10/15/18 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."

Southern Construction Site dev.
Name of Business LLC

By: [Signature]
Printed Name: Jonathan Kephart
Title: N.M.

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 24 day of October, 2018, by
Jonathan D Kephart, as MGR of
(NAME) (TITLE)
Southern Construction Site Development LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FLDL as identification.

Renée Abbott
Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



Renée Abbott
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG115134
Expires 6/14/2021

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 Construction & Site dev. LLC
Name of Business

By: Jonathan Kephart
Printed Name: Jonathan Kephart
Title: M.M.

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 24 day of October, 2018, by
Jonathan J. Kephart, as mgr of
(NAME) (TITLE)

Southern Construction & Site Development and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FL DL as identification.

This document must be completed and returned with your Submittal

Renée Abbott
Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

6/14/2021



Renée Abbott
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG115134
Expires 6/14/2021

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 Jonathan Kephart, who, being by me first duly sworn, made the following statement:

1. The business address of 5804 Spruce Creek Woods Dr. Port Orange, FL 32127 (name of Offeror or business) is Southern Construction & Site Development LLC
2. My relationship to Southern Construction & Site Development LLC (name of Offeror or business) is MR (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 Construction & Site dev. LLC
Name of Business

By: [Signature]
Printed Name: Jonathan Kephart
Title: M.M.

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 24 day of October, 2018 by Jonathan D Kephart, as MR of Southern Construction & Site Development LLC and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☒ has produced FL DL as identification.

This document must be completed and returned with your Submittal

Renée Abbott
Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

Renée Abbott
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG115134
Expires 6/14/2021

6/14/2021



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: Southern Construction & Site development LLC.

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

PRINTED SIGNATURE: Jonathan Kephart

TITLE: M.M.

ADDRESS: 5804 Spruce Creek Woods dr.

CITY: Port Orange STATE: FL ZIP CODE: 32127

TELEPHONE: 386 FAX: 212-5509

COMPLETION TIME: AS STATED IN CONTRACT DOCUMENTS

F.E.I.N. NUMBER: 83-1928933

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. Southern Construction & Site development
- B. Permanent main office address. 5804 Spruce Creek Woods Dr.
- C. Date organized. 9-13-2018 Port Orange, FL 32127
- 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? 0
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) 0
- G. General character of work performed by your company. GENERAL & UNDERGROUND CONCRETE
- 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? N/O
- 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 AFFILIATE PAGES
- K. List your major equipment currently owned or leased. CHEVY 3500 16' DUMP TRAILER KUBOTA SVL-75 SKID STEER
- L. Experience in work similar to this type of project. 20 YEARS
- M. Background and experience of the principal members of your organization, including the officers. SEE ATTACHED
- N. Credit currently available: \$ 150,000.00
- O. Give bank reference: PNC Bank
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? yes

Jonathan D. Kephart

5804 Spruce Creek Woods Dr. • Port Orange, FL 32127 • (386) 212-5509 • scsdjk@gmail.com

CONSTRUCTION OPERATIONS/PROJECT MANAGER

Construction operations manager with a 23-year record of success overseeing all phases of multimillion-dollar new construction, infrastructure, streetscape and revitalization projects for government, commercial, and private-sector clients. Experience includes operations management, managing crews of up to 50 in highway/bridge improvements, airport, school, public utility conversion, community infrastructure and a variety of other construction/demolition projects. Backed by strong credentials and a proven history of on-time, on-budget, award winning, and high-quality project completions.

Key Skills

- Administration & Problem solving
- Infrastructure/Utility Impr. Projects
- FDOT/LAP Compliance Projects
- Site Safety/OSHA Compliance
- Equal Opportunity Officer
- Emergency Management
- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

Employer Summary

MCG SERVICES LLC (Port Orange, FL.) — Owner/Project Manager, Estimator, EEO Officer, Safety Manager, 11/13 to 10/18.

Awarded major infrastructure and vertical improvements for Municipalities and Private Developments.

THADCON LLC./THAD CONSTRUCTION, INC. (Daytona Bch., FL.) — Construction Operations/Project Manager, Estimator, EEO Officer, Safety Manager, 5/03 to Pr.

Awarded major infrastructure improvements on the Florida's highways/ Private Developments after firm's recent award of \$13M in government contract's (a stimulus-related LAP funded projects).

P&S PAVING, INC. (Daytona Bch., FL.) — Construction Operations/Project Manager, Surveyor, IT Coordinator, 6/01 to 4/03

Managed all phases of construction for Florida's highway/ Private Development (budgets of up to \$28M). Consistently exceeded margin goals and municipal expectations, developing awarding winning projects.

Project Highlights

Infrastructure/Utility Improvement Projects (2001 to Present) • Budgets: \$100 K to \$28M

Repaired highly traveled, weather-damaged interstates, state, and county highways, and aging underground utilities in municipalities throughout the Central Florida area, completing all projects on or under budget.

LAP Funded Streetscape/Design Build Projects (2001 to Present) • Budgets: \$2M to \$28M

Served as project/site manager on dozens of multimillion-dollar LAP funded and improvement projects that included multilayer utility coordination, excavations of contaminated soil, public lands restoration initiatives and design improvements for lighting, signalization, landscaping, public utilities, utilities, decorative hardscapes, and emergency management.

Other Construction & Demolition Projects (1999 to Present) • Budgets: \$70K to \$15M

Completed diverse construction/demolition projects, including the underground build of Automall 1 & 2, Churches, Public Parks, DIS, Subdivisions, Directional Drilling, bridges, stormwater ponds, engineering, and surveying.

Education & Certifications

UNIVERSITY OF CENTRAL FLORIDA (Orlando, FL) — **BS in Business Administration**, 2002

State of Florida Department of Business and Professional Regulation awarded Certified General Contractor **CGC1512540**, Certified Underground and Excavation Contractor **CUC1224344**, and Fire Contractor V **#13437800012008**, LEED Certification

Construction Estimating Institute Certification for Estimating, Project Management, and Scheduling
Also Certified in OSHA 10 Competency Card, Stormwater Management Inspector 4011, Certification of 220
Generals Lines for Insurance, FL Chapter VI, Certified EEO by FDOT

Notable Projects

Daytona International Speedway Rear Grandstands
Allandale Infrastructure Improvements Port Orange for survey infrastructure system and paving
Waters Edge/Sable Creek/Cypress Head/Sterling Chase survey infrastructure system
Florida's largest LAP funded, Award winning, Daytona Beach Streetscape A-1-A
Largest Sub-Aqueous Directional Bore under the Intracoastal Waterway – New Smyrna Beach
Force Main
I-95 from SR40 to Old Kings Road
Daytona International Airport – Taxiway C
Space Coast Airport – Taxiway and Main Runway Resurfacing/Drainage
Arthur Dunn Airport – Taxiway and Plane Parking/Drainage
New Smyrna Beach Airport – Taxiway Resurfacing/Lighting
Daytona Beach Auto-Mall Phase I and II
SR415 Bridge and Resurfacing
Continental Gardens – 7,500 square feet Freezer Metal Building
6 year continuing concrete sidewalk and driveway improvements
3 year Decorative and colored concrete intersections
2" to 60" RCP and PVC pipe installed including structures, headwalls, and MES
50'x100' Metal Storage Facility
Multiple wood and metal Pavilions

(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 Construction & Site dev.
Name of Business LLC
By: [Signature]
Printed Name: Jonathan Kephart
Title: M.M.

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 24 day of OCTOBER, 2018, by
Jonathan S Kephart as MGR
of Southern Construction & Site Development and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FL DL as identification.

Renée Abbott
Notary Public, State of FL
Printed, typed or stamped name, commission
and expiration:

6/14/2021



Renée Abbott
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG115134
Expires 6/14/2021

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 TITUSVILLE
Contact Person: VANESSA MALDONADO
City, State: TITUSVILLE FL
Telephone Number: 321 567 3248
Email Address: VANESSA.MALDONADO@TITUSVILLE.COM
Description of goods or
Services provided: 3 YR TERM CONCRETE SIDEWALKS/DRIVEWAYS/INTERSECTION
Contract Amount: \$169,000.00
Start/End Date of Contract: OCTOBER 2015 NOVEMBER 2018
2. Company Name: CITY OF WINTER SPRINGS
Contact Person: BRYANT SMITH
City, State: WINTER SPRINGS FL
Telephone Number: 321 427 1228
Email Address: BSMITH@WINTERSPRING
Description of goods or
Services provided: (3) 1 YR TERM CONCRETE SIDEWALK & DRIVEWAY
Contract Amount: \$200,000.00
Start/End Date of Contract: MAY 2015 OCTOBER 2018
3. Company Name: SEMINOLE COUNTY
Contact Person: PAUL LACHMAN
City, State: SANFORD FL
Telephone Number: 407 665 5311
Email Address: PLACHMAN@SEMINOLECOUNTYFL.GOV
Description of goods or
Services provided: CONCRETE SIDEWALK & DRIVEWAY & CURB 6 YR TERM
Contract Amount: \$300,000.00
Start/End Date of Contract: JUNE 2015 JUNE 2021

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: KBI 1 TEMA TEACH PRODUCT INSTALL
Description of Work: FLRX - PAVE
Percent of Contract Price: 1%
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 #18-32BUSINESS NAME: Southern Construction & Site dev. LLC.CONTACT PERSON/TITLE: Jonathan KephartMAILING ADDRESS: 5804 Spruce Cree Woods Dr.CITY-STATE-ZIP: Port Orange, FL 32127

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: 386-212-5578 FAX: _____EMAIL: SCSDJK@gmail.com****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

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

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

ALSO SBA AFFILIATE COMPANY AS LOCAL LENGTH IN TIME

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

SWORN AND SUBSCRIBED BEFORE ME

Renée Abbott

SIGNATURE OF NOTARY PUBLIC

THIS 24 DAY OF October, 2018

My Commission Expires: 6/14/2021

[Signature] 10-24-18
SIGNATURE OF AFFIANT DATE

Jonathan D. Kephart MGA

PRINTED NAME OF AFFIANT / TITLE

Seawall Construction & Site Development
COMPANY

NOTARY SEAL



Renée Abbott
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG115134
Expires 6/14/2021

This document must be completed and returned with your Submittal



Southern Construction & Site Development
5804 Spruce Creek Woods Dr. Port Orange Fl. 32127
scsdjk@gmail.com 386-212-5509

Affiliate licenses shown as MCG Services, LLC all licenses are at the Department of Business and Professional Regulations and will be in Southern Construction and Site Development LLC name before contract approval expected next week.

Sincerely,

Jonathan Kephart, MGR

Affiliate Company is MCG SERVICES, LLC

Contracts completed

Concrete Curbs and Sidewalks

2015-2018

City of Winter Springs

\$316,569.60

As needed contract for "F", "D" and Miami curb, 4" and 6" sidewalks, and irrigation repairs

Contact: Bryant Smith

1126 E. State Rd. Winter Springs, FL 32708

407-327-1800

North St Sidewalk Installation

02/2018-3/2018

City of Daytona Beach

\$285,830.25

construct city 5' wide 6" thick sidewalk and driveways with restoration. FDOT LAP funded

Contact: Jim Nelson

950 Bellevue Ave. Daytona Beach FL, 32115

386-671-8632

6 year term contract sidewalk repair and replacement

2015- 2021

Seminole County

\$332,530.00

contract to include sidewalk, driveway, curb ramp, curb, and traffic separator construction and repairs

Contact: Gladys Marrozos

1301 E Second St Sanford, FL 32771

407-665-7110

Annual Concrete Street repairs

2016-2019

City of Titusville

\$50,000.00

Annual contract for 9"-12" concrete with decorative top

Contact: Jesus Viero

555. S. Washington St. Titusville, FL 32796

321-567-3733

3 year annual concrete sidewalk repairs

2016-2019

City of Titusville

\$150,000.00

4" and 6" sidewalk repair and replacement

Contact: Jesus Viero

555 S. Washington St. Titusville, FL 32796

321-567-3733

Maintenance building

07/2017-12/2017

City of Leesburg

\$285,830.25

construct city maintenance building with interior buildouts. Site preparation, plumbing, electrical and A/C

Contact: Robert Harper

550 S. 5th St Leesburg, FL 34749

352-435-9442

Nova Road Trail

6/2017-7/2017

City of Daytona Beach

\$102,502.00

approximately 1,250 LF of 12 FT wide concrete sidewalk, installation of ADA compliant sidewalk ramps with detectable warning surfaces, relocating street signs, pedestrian signals and detectors, and pavement markings.

Contact: Michelle Martin

950 Bellevue Ave. Daytona Beach FL, 32115

386-671-8632

<u>Venetian Gardens Park</u>		5/2017-6/2017
City of Leesburg	\$114,997.00	
Decorative fencing, concrete sidewalk, ADA ramps, slab (2), pavilion (2),		
Contact: Robert Harper	550 S. 5 th St Leesburg, FL 34749	352-435-9442

<u>River City Nature Park</u>		5/2017-6/2017
City of DeBary	\$49,855	
construct pad and install pavilion, connect with ADA compliant sidewalk and ramp.		
Contact: Tom VanDeHey	16 Colomba Ave. DeBary FL 32713	386-804-9195

<u>Multi use path Seminole woods blvd phase 6</u>		completed 1/2017
City of Palm Coast	\$573,577.25	
tru-line hybrid sheet piling system for headwall, concrete pathway, guardrails, handrail, dewatering, striping, sodding, signage, clearing, grading		
Contact: Brian Rothwell	160 Lake Ave Palm Coast FL 32164	386-986-3731

<u>Spring Lake Elementary School Sidewalk project</u>		completed 01/2017
Seminole county	\$457,380.48	
4" and 6" sidewalks, driveways. Curbs, gutter, asphalt, excavation, handrail, sod, striping, clearing,		
Contact: Ashley Hanna	1301 E. Second St. Sanford, FL 32711	407-665-7114

<u>7th St Neighborhood Park Improvements multi use path</u>		completed 11/2016
City of Holly Hill	\$38,320.00	
Construct an ADA accessible 6 ft wide concrete path, clearing, grading, sod		
Contact: Steven Juengst	453 LPGA Blvd. Holly Hill, FL 32117	386-248-9463

<u>Shane Kelly Park extension Reclaimed Water main</u>		completed 10/2016
City of Oviedo	\$214,802.00	
install 6" and 8" FPVC reclaimed water main via open cut, install 8" FPVC reclaimed water main via directional drill, tapping sleeve and valve, dewatering, restoration and curbing		
Contact: Janet Vivian	300 Alexandria Blvd Oviedo, FL 32765	407-971-5534

<u>Forest City Elementary School Sidewalk project</u>		completed 06/2016
Seminole County	\$195,431.00	
4" and 6" sidewalks, driveways, curbs and gutters. Excavation, asphalt, handrail, sod and striping		
Contact: Robert Bradley	1301 E. Second St. Sanford, FL 32771	407-665-7113

<u>Chisholm Center</u>		completed 04/2016
City of DeLand	\$120,486.00	
Asphalt parking lot, storm drainage, basketball court, curbs, sidewalks, dumpster enclosure, sod, striping, landscaping		
<u>Contact:</u> David Santiago	1102 S. Garfield Ave. DeLand, FL 32724	386-626-7196
<u>ADA Sports Complex</u>		completed 03/2016
City of Ormond Beach	\$239,000.00	
Clearing, grading, fencing, 4" and 6" thick sidewalks 5' and 10' wide		
<u>Contact:</u> Paul McDonald	22 S. Beach St Ormond Beach, FL 32714	386-676-3200
<u>Storm pipe replacement, Mockingbird Dr @ Cypress Cove</u>		completed 01/2016
City of Port Orange	\$246,402.00	
15" storm drain, irrigation, rip rap shoring, tree removal, dewatering, 4" and 6" concrete sidewalks, and driveways, base install, asphalt road, clearing		
<u>Contact:</u> Joseph Gomez	1000 City Center Circle Port Orange, FL 32129	386-506-5704
<u>Nova Road Sidewalk</u>		completed 01/2016
City of Ormond Beach	\$194,000.00	
4" and 6" thick 5' and 10' wide sidewalks, clearing, grading, fencing, sod, signage		
<u>Contact:</u> Paul McDonald	22 S. Beach St Ormond Beach, FL 32714	386-676-3200
<u>Waterline replacement @Hollywood, Suwanee, and Coolidge</u>		completed 12/2015
City of Eustis	\$103,333.33	
6" waterline replacement, base install, asphalt patch, fencing		
<u>Contact:</u> Tracey Jeanes	PO Box 69 Eustis, FL 32727	352-483-5430
<u>Hankins Park Shelter</u>		completed 11/2015
City of Orlando	\$119,424.00	
20 x40 metal pavilion with foundation and walkway, 4" sidewalks, grading, sod, irrigation		
<u>Contact:</u> Silvia Coste	400 S. Orange St. Orlando, FL 32802	402-246-2291
<u>Evans St. Sidewalk Improvements</u>		completed 09/2015
City of Oviedo	\$119,721.00	
4" and 6" sidewalks, grading, sod, striping, signage		
<u>Contact:</u> Dave Waller	400 Alexandria Blvd. Oviedo, FL 32765	407-971-5651

CDBG ADA Sports Complex Sidewalk completed 08/2015

City of Ormond Beach \$97,485.00

Grading, 4" and 6" ADA sidewalks, fencing, irrigation repairs

Contact: Paul McDonald 22 S. Beach St. Ormond Beach, FL 32714 386-676-3200

Laurel Oaks Storm water Ext project completed 05/2015

City of Ormond Beach \$ 57,740.00

Storm drainage, rip rap shoring, headwall, dewatering, grading, sod, guardrail maintenance

Contact: Alex Blake, PE 22 S. Beach St. Ormond Beach, FL 32714 386-676-3200

Southwinds Sidewalk and Drainage completed 04/2015

City of Port Orange \$ 63,276.00

4" ADA Sidewalk, grading, sod, storm drainage, striping

Contact: Kenny Ho, PE 1000 City Center Circle, Port Orange, FL 32129 386-506-5500

Mattress 1 Sanford Towne Center completed 05/2015

SOS Furniture \$35,000.00

Contact: 101 LaQuinta way Orlando, FL 32835

2018 City of Port Orange Business Tax Receipt



MCG SERVICES LLC
2915 LANGLEY PARK CT

ORLANDO FL 32835

ISSUE DATE: May 24, 2018

EXPIRATION DATE: September 30, 2018

OWNER NAME: JONATHAN D KEPHART
BUSINESS ADDRESS: 5804 SPRUCE CREEK WOODS DR

BUSINESS TAX NUMBER: 18-00025546
CLASSIFICATION: CONTRACTOR-GENERAL HOME BASED
COMMENTS: GENERAL AND UNDERGROUND CONTRACTOR
STATE LICENSE NUMBER: CGC1522751 08/31/18
(If Applicable)

TOTAL PAID: \$100.00

RESTRICTIONS: ***OFFICE-BASED ONLY***

This receipt represents a business tax only. It is not a competency card and is not meant to be a certificate of the holder's ability to perform the service in which he or she is licensed. The issuance of this business tax does not constitute a permit to act in violation of any city codes, regulations or ordinances.

The renewal period for Business Taxes starts July 1st and runs through September 30th. We mail the Local Business Tax renewals in July **as a courtesy reminder** to allow time for processing payments, printing, and mailing renewed Receipts. **It is the receipt holder's responsibility to renew before the expiration date to avoid penalties.**

Should a business fail to pay their business tax before January 31st, the City will enforce payment of the tax with an additional \$250.00 fee as stated in Florida Statute 205.053(3): provides any business owner who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required Receipt is subject to civil actions and penalties, including court costs, reasonable attorney's fees, additional administrative costs incurred as a result of collection efforts and an additional penalty of up to \$250.00.



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

KEPHART, JONATHAN DANIEL

MCG SERVICES, LLC.
2915 LANGLEY PARK CT
ORLANDO FL 32835

LICENSE NUMBER: CGC1522751

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

BID BOND

SEE ATTACHED

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

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63829215

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 DANA MARIE SYENS

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 Construction and Site Development 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. 63829215 is not issued on or before midnight of January 24, 2019, 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 Secretary, Dana Marie Syens, this 26th day of October, 2018.

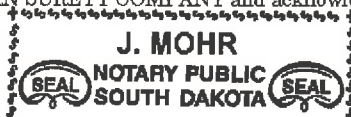


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 26th day of October, 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 26th day of October, 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.



Western Surety Company

BID BOND
(Percentage)

Bond Number: 63829215

KNOW ALL PERSONS BY THESE PRESENTS, That we Southern Construction and Site Development LLC of 5804 Spruce Creek Woods Dr, Port Orange, FL 32127, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto City of Port Orange of 1000 City Center Cir., Port Orange, FL 32129, hereinafter referred to as the Obligor, in the sum of Five (5 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for Installation, Delivery and Removal of Concrete For The City of Port Orange ITB #18-32

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 26th day of October, 2018.

Southern Construction and Site Development LLC

(Principal)

By

(Seal)

Western Surety Company

(Surety)

By

DANA MARIE SYENS

Attorney-in-fact



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
- ☒ Copy of Contractors License
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Sparks Concrete, LLC
Name of Business

Doreen Sparks
Authorized Signature

October 24, 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):

N/A

Sparks Concrete LLC

NAME OF BUSINESS

4106 South Nova Road

MAILING ADDRESS

Doreen Sparks

AUTHORIZED SIGNATURE

Port Orange, FL 32127

CITY, STATE & ZIP CODE

Doreen Sparks, Office Manager

NAME, TITLE, TYPED

386-760-1002 / 386-760-1002

TELEPHONE NUMBER / FAX NUMBER

Sparks Concrete, LLC / 203354940

FEDERAL IDENTIFICATION #

sparksconcrete@cfl.rr.com

E-MAIL ADDRESS

STATE OF

Florida

COUNTY OF

Volusia

The foregoing instrument was acknowledged before me this day of October 25, 2018 by Doreen Sparks, who is personally known to me or who has produced an identification and who did take an oath.

My Commission Expires:

Jun. 22, 2021

Mary Kelley Beck
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: October 15, 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."

Sparks Concrete LLC

Name of Business

By: Doreen Sparks

Printed Name: Doreen Sparks

Title: Office Manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 25th day of October, 2018, by
Doreen Sparks (NAME) as Office Manager (TITLE) of
Sparks Concrete (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced Florida Drivers license as identification.



Mary Kelley Beck
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.

Sparks Concrete, LLC

Name of Business

By: Doreen Sparks

Printed Name: Doreen Sparks

Title: Office Manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 25th day of October, 2018, by
Doreen Sparks as Office Manager of
Sparks Concrete LLC and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

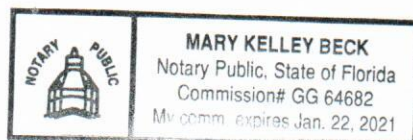
[Notary: Please select one]

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

Mary Kelley Beck
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



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

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

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

1. The business address of 4106 South Nava Rd. (name of Offeror or business) is Port Orange, FL 32127.
2. My relationship to Sparks Concrete, LLC (name of Offeror or business) is Office Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Sparks Concrete LLC

Name of Business

By: Doreen Sparks

Printed Name: Doreen Sparks

Title: Office Manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 25th day of October, 2018, by Doreen Sparks as Office Manager of Sparks Concrete LLC and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced Florida Drivers License as identification.

Mary Kelley Beck
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Sparks Concrete LLC

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

PRINTED SIGNATURE: Doreen Sparks

TITLE: Office Manager

ADDRESS: 4106 South Nova Road, Port Orange

CITY: STATE: Florida ZIP CODE: 32127

TELEPHONE: 386-760-1002 FAX: 386-760-1002

COMPLETION TIME: 365 days for 1 Year Term with Option for Renewal for total of 730 days.

F.E.I.N. NUMBER: 20-3354940

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. Sparks Concrete LLC
- B. Permanent main office address. 4106 South Nova Road, Port Orange, FL 32127
- C. Date organized. May, 2005
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 13 years.
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) \$125,650.00 Completed by 11/1/18
\$75,768.00 Completed by 12/30/18
- G. General character of work performed by your company. Sparks Concrete provides excellent workmanship in a very timely efficient manner. We also guarentee all our work.
- 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. Big Tree Rd. Shared Path \$431,576 completed 8/18
Victoria Gardens \$209,000 completed 7/18, McDonald Rd. \$315,500 completed 8/18, Dave & Busters \$139,994 completed 10/18
- K. List your major equipment currently owned or leased. Concrete Patch Plant, (3) Concrete Mixer Trucks, (2) Dump Trucks
CAT All Terrain Excavator, CAT Skid Loader, (2) Flat Bed Trucks, (2) Pick up Trucks, Laser Machine for Slabs.
- L. Experience in work similar to this type of project. 30 years experience in the concrete industry.
- M. Background and experience of the principal members of your organization, including the officers.
Billy Sparks, Owner/Worker 30 years experience. / Doreen Sparks Office Manager 15 years experience.
- N. Credit currently available: \$850,000.00
- O. Give bank reference: Bank of America- Kelly Branch Manager Port Orange Office
- 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.

Sparks Concrete, LLC

Name of Business

By: Doreen Sparks

Printed Name: Doreen Sparks

Title: Office Manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 25th day of October, 2018, by
Doreen Sparks as Office Manager
of Sparks Concrete LLC and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced Florida Drivers license as identification



Mary Kelley Beck

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: City of South Daytona
Contact Person: Les Gillis
City, State: South Daytona, FL
Telephone Number: 386-322-3080
Email Address: lgillis@southdaytona.org
Description of goods or
Services provided: Concrete sidewalks, driveways, curb repairs/removal and replacement, adjust valve boxes & manholes and ADA Mats.
Contract Amount: \$431,576.50
Start/End Date of Contract: 1-8-18 job started and 7-18-18 job completed.
2. Company Name: City of Edgewater
Contact Person: Brenda Dewees or Tommy Smith
City, State: Edgewater, FL
Telephone Number: 386-424-2400
Email Address: bdewees@cityofedgewater.org / tsmith@cityofedgewater.org
Description of goods or
Services provided: Demo and replace concrete sidewalks and driveways, adjust drainage pipe, and install ADA Mats.
Contract Amount: \$125,650.00
Start/End Date of Contract: 8/20/18 job started expected complete date by 11-1-18
3. Company Name: Utilities Commission New Smyrna Beach
Contact Person: John Diamond
City, State: New Smyrna Beach, FL
Telephone Number: 386-424-3190
Email Address: jdiamond@ucnsb.org
Description of goods or
Services provided: Concrete Repairs / Removal and Replacement
Contract Amount: "AS NEEDED BASIS"
Start/End Date of Contract: Ongoing as needed.

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: N/A

Percent of Contract Price: N/A

Previous Experience Together: Yes/No N/A

Subcontractor No. 2

Name: N/A

Description of Work: N/A

Percent of Contract Price: N/A

Previous Experience Together: Yes/No N/A

Subcontractor No. 3

Name: N/A

Description of Work: N/A

Percent of Contract Price: N/A

Previous Experience Together: Yes/No N/A

Subcontractor No. 4

Name: N/A

Description of Work: N/A

Percent of Contract Price: N/A

Previous Experience Together: Yes/No N/A

Subcontractor No. 5

Name: N/A

Description of Work: N/A

Percent of Contract Price: N/A

Previous Experience Together: Yes/No N/A

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# 18-32/ Installation, Delivery and Removal of Concrete

BUSINESS NAME: Sparks Concrete, LLC

CONTACT PERSON/TITLE: Doreen Sparks, Office Manager

MAILING ADDRESS: 4106 South Nova Road

CITY-STATE-ZIP: Port Orange, FL 32127

Length of Time at Address Provided: 7 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): 20-3354940

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

PHONE NUMBER: 386-760-1002

FAX: 386-760-1002

EMAIL: sparksconcrete@cfl.rr.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 Doreen Sparks who, after being sworn according to law, stated that he or she was authorized to represent Sparks Concrete 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

Mary Kelley Beck

SIGNATURE OF NOTARY PUBLIC

THIS 25th DAY OF October, 2018

My Commission Expires: Jan. 22, 2021

Doreen Sparks 10/25/2018

SIGNATURE OF AFFIANT

DATE

Doreen Sparks, Office Manager

PRINTED NAME OF AFFIANT / TITLE

Sparks Concrete, LLC

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

2019 City of Port Orange Business Tax Receipt



SPARKS CONCRETE LLC
4106 NOVA RD

PORT ORANGE FL 32127-5330

ISSUE DATE: August 03, 2018

EXPIRATION DATE: September 30, 2019

OWNER NAME:

BUSINESS ADDRESS: 4106 NOVA RD

BUSINESS TAX NUMBER: 19-00023501
CLASSIFICATION: SUBCONTRACTOR-CONCRETE FINISHING COMM
COMMENTS: CONCRETE READY-MIX
STATE LICENSE NUMBER: CON11040601 09/30/18
(If Applicable)

TOTAL PAID: \$50.00

RESTRICTIONS:

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

This receipt represents a business tax only. It is not a competency card and is not meant to be a certificate of the holder's ability to perform the service in which he or she is licensed. The issuance of this business tax does not constitute a permit to act in violation of any city codes, regulations or ordinances.

The renewal period for Business Taxes starts July 1st and runs through September 30th. We mail the Local Business Tax renewals in July as a courtesy reminder to allow time for processing payments, printing, and mailing renewed Receipts. It is the receipt holder's responsibility to renew before the expiration date to avoid penalties.

Should a business fail to pay their business tax before January 31st, the City will enforce payment of the tax with an additional \$250.00 fee as stated in Florida Statute 205.053(3): provides any business owner who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required Receipt is subject to civil actions and penalties, including court costs, reasonable attorney's fees, additional administrative costs incurred as a result of collection efforts and an additional penalty of up to \$250.00.



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM REVISED PER ADDENDUM NO.1

CITY OF PORT ORANGE

ITB # 18-32

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:		Sparks Concrete, LLC		
CONTACT PERSON:		Doreen Sparks		
EMAIL ADDRESS:		sparksconcrete@cfl.rr.com		
AUTHORIZED SIGNATURE:		<i>Doreen Sparks</i>		

INSTALLATION, DELIVERY AND REMOVAL OF CONCRETE FOR THE CITY OF PORT ORANGE				
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	Concrete Type E Curb	1	LF	\$ 30.00
2	Concrete Type F Curb	1	LF	\$ 35.00
3	Concrete Drop Curb (Miami Gutter)	1	LF	\$ 30.00
4	Concrete Environmental Curb	1	LF	\$ 28.00
5	Concrete Sidewalk and Driveway	1	CY	\$ 425.00
ALTERNATIVE PRODUCTS				
6	Resin Bonded Surfacing (Flexi-Pave)	1	LF	\$ 60.00
8	Resin Bonded Surfacing (Flexi-Pave)	1	CY	\$ 470.00
9	Concrete	1	CY	\$ 250.00
TOTAL BASE BID				\$ 1,328.00
Shall warranty the above materials and labor for:				2 years

BID BOND

Executed in 1 Counterpart

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Sparks Concrete, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 4106 S Nova Road, Port Orange, FL 32127, Tel.: (386) 760-1002, (hereinafter called "PRINCIPAL"), and Merchants Bonding Company (Mutual), as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at PO Box 14498, Des Moines, IA 50306-3498, Tel.: (515) 243-8171 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Amount Bid _____ dollars and (_____/100 (\$ ____5%____)), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated October 26th, 2018, for:

Project Name / Bid No.: ITB #18-32, Installation, Delivery and Removal of Concrete for the City of Port Orange

Project Address: Citywide, City of Port Orange, Florida.

Legal Description: See Attached

Description of Work: Removal, installation, replacement and repair of existing Portland cement concrete structures, including but not limited to sidewalks, driveway aprons, curbs, gutters and bike paths.

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 26th day of October, 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: Sparks Concrete, LLC

William Sparks
Signature
William Sparks, Owner
Corporate Officer & Title

ATTEST:

Doreen Sparks
Signature
Doreen Sparks
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Alec Sappard
Nahat Allat

ATTEST:

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

SURETY: Merchants Bonding Company (Mutual)

Gloria A. Richards
Attorney-in-Fact (signature)
Gloria A. Richards, Attorney-In-Fact
Name & Title
Gloria A. Richards, FL Licensed Resident Agent
Name of Local Resident Agent
PO Box 14498, Des Moines, IA 50306-3498
City, State, Zip
(515) 243-8171
Telephone:
A.M. Best No.: A, VIII NAIC No.: 14494

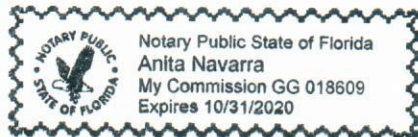
STATE OF FLORIDA

COUNTY OF ORANGE

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

Gloria A. Richards
Signature of Affiant Gloria A. Richards

Sworn to / Affirmed and subscribed before me this 26th day of October, 2018, by Gloria A. Richards, who is personally known to me or who produced N/A as identification.



NOTARY PUBLIC - STATE OF

Type or print name: Anita Navarra

Commission No.: GG 018609

Commission Expires: October 31, 2020

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Admitted Assets	Dec. 31, 2017
Cash and Invested Assets		
Bonds		\$ 110,194,543
Common Stocks		42,207,824
Real Estate		13,480,691
Cash and Short-Term Investments		8,649,849
Total Cash and Invested Assets		174,532,907
Investment Income Due and Accrued		764,861
Premiums in the Course of Collection		8,168,991
Reinsurance Recoverable from Reinsurers		1,623,662
Current Federal Income Taxes Recoverable		644,265
Net Deferred Tax Asset		1,877,429
Receivable from Affiliate		6,707,824
Other Assets		6,092,196
Total Admitted Assets		\$ 200,412,135
Liabilities	Liabilities & Surplus	
Losses		\$ 7,188,916
Reinsurance Payable on Paid Losses and LAE		1,256,761
Loss Adjustment Expenses		11,621,620
Commissions Payable		1,870,998
Other Expenses		3,260,682
Taxes, Licenses, and Fees		550,887
Unearned Premiums		40,826,735
Dividends Declared to Policyholders		3,314,380
Reinsurance Payable to Reinsurers		1,905,129
Amounts Withheld for Others		7,422,185
Total Liabilities		79,218,293
Surplus		121,193,842
Total Liabilities and Policyholders' Surplus		\$ 200,412,135

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2017, to the best of my knowledge and belief.


Don Blum, CFO & Treasurer

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Cheryl Foley; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Lisa Roseland; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of February, 2018



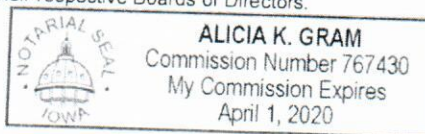
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 16th day of February, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of October, 2018



William Warner Jr.
Secretary



08/18/2017

Growth and Resource Management
123 West Indiana Avenue
DeLand, FL 32720
CONTRACTOR LICENSE

689866

To: SPARKS CONCRETE LLC
4106 S NOVA RD BLDG
PORT ORANGE, FL 32127

CUT ON SOLID LINE AND KEEP ON PERSON AT ALL TIMES.

Competency Card	
VOL # 11040601	EXPIRES 09/30/2019
THIS CERTIFIES WILLIAM CARTER SPARKS	
SPARKS CONCRETE LLC	
IS LICENSED AS A 83 CONCRETE CON11040601	
IN THE COUNTY OF VOLUSIA, FLORIDA	
BY 	VOLUSIA COUNTY CLCA
BUILDING OFFICIAL	

2018/2019

Volusia County Business Tax Receipt

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



Account # 200510030015 Expires: September 30, 2019
Business Location: 4106 S NOVA RD

Business Name: SPARKS CONCRETE LLC
Owner Name: SPARKS CONCRETE LLC
Mailing Address: 4106 S NOVA RD
PORT ORANGE, FL 32127

BUSINESS TYPE	CODE	COUNT	TAX
Concrete Specialty Contractor	301CN	1	\$18.00

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

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

Volusia County Business Tax Receipt

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

DATE PAID: 07/20/2018
RECEIPT #: BT 1-17-00003683
TOTAL TAX: 18.00
PENALTY: 0.00
TOTAL PAID: 18.00



Business Name: SPARKS CONCRETE LLC
Owner Name: SPARKS CONCRETE LLC
Mailing Address: 4106 S NOVA RD
PORT ORANGE, FL 32127

Account # 200510030015 Expires: September 30, 2019
Business Location: 4106 S NOVA RD



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

2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L05000057565

Entity Name: SPARKS CONCRETE, LLC.

Current Principal Place of Business:

4106 SOUTH NOVA RD
PORT ORANGE, FL 32127

Current Mailing Address:

4106 SOUTH NOVA RD
PORT ORANGE, FL 32127 US

FEI Number: 20-3354940

Name and Address of Current Registered Agent:

SPARKS, WILLIAM C
345 COQUINA AVENUE
ORMOND BEACH, FL 32174 US

Certificate of Status Desired: No

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

Authorized Person(s) Detail :

Title MGR
Name SPARKS, WILLIAM C
Address 345 COQUINA AVENUE
City-State-Zip: ORMOND BEACH FL 32174

Title OFFICE MANAGER
Name SPARKS, DOREEN T
Address 345 COQUINA AVENUE
City-State-Zip: ORMOND BEACH FL 32174

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WILLIAM C SPARKS

MANAGER

03/20/2018

Electronic Signature of Signing Authorized Person(s) Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2018

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

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

PRODUCER Commercial Coverages Inc 1000 Pelican Bay Drive Daytona Beach FL 32119	CONTACT NAME: PHONE (A/C, No, Ext): 386-756-8551 FAX (A/C, No): 386-756-2344 E-MAIL ADDRESS:
INSURED SPARKS CONCRETE LLC 345 Coquina Avenue ORMOND BEACH, FL 32174	INSURER(S) AFFORDING COVERAGE INSURER A: Clear Blue Insurance FrankCrum INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X	BIFL11821901	04/04/18	04/04/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is also listed as additional insured.

CERTIFICATE HOLDER

CITY OF PORT ORANGE
1000 CITY CENTER CIR
PORT ORANGE, FL 32129

Fax: 677-2586

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



SPARCON-01

PHUGHES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2018

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 Mitchell Noel Insurance Agency 1540 Cornerstone Blvd. Suite 200 Daytona Beach, FL 32117	CONTACT NAME:		
	PHONE (A/C, No, Ext): (386) 677-4761	FAX (A/C, No): (386) 673-5370	
	E-MAIL ADDRESS: email@mitchellnoel.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sparks Concrete LLC 4106 S Nova Rd Port Orange, FL 32127	INSURER A : Auto-Owners		9073
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						
							EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						\$
A	AUTOMOBILE LIABILITY			5164923700	02/28/2018	02/28/2019	
	☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$ 1,000,000
							BODILY INJURY (Per accident) \$ 1,000,000
							PROPERTY DAMAGE (Per accident) \$ 1,000,000
							\$
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$
	DED \$ RETENTION \$						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange Public Works
407 Virginia Ave
Daytona Beach, FL 32127

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/2018

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 Legacy Insurance & Associates Inc 4869 Palm Coast Pkwy NW, Unit 2 Palm Coast FL 32137		CONTACT NAME: David Sanfilippo PHONE (A/C, No, Ext): (904) 209-4010 E-MAIL ADDRESS: david@legacyinsuranceagents.com FAX (A/C, No): (386) 264-6715																			
INSURED Sparks Concrete, LLC 4106 S Nova Rd Port Orange FL 32127-5331		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>F C B & I Fund</td><td>NAIC #</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER A:	F C B & I Fund	NAIC #	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER A:	F C B & I Fund	NAIC #																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
X	Workers Comp William Sparks is exempt		10658332	11/17/2017	11/17/2018	

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

CERTIFICATE HOLDER**CANCELLATION**City of Port Orange - Public Works Dept.
407 Virginia Ave.
Port Orange, FL 32127

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

AUTHORIZED REPRESENTATIVE
GINGER MEADER



NOTICE OF INTENT TO REJECT ALL BIDS

ITB #18-32 CONCRETE SERVICES

November 14, 2018

On October 26, 2018 Purchasing received Two (2) proposals for ITB #18-32 Concrete Services.

This letter is informing all that the City is rejecting all bids received for this project.

Public Works Department has reviewed all bids and determined it is in the City's best interest to reject all bids and rebid the project.

The City of Port Orange apologizes for any inconvenience and encourages all to bid on future projects.

**Joseph Castro
Buyer**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: Yes

SUBJECT: (B10b) Report on Certain Contracts Approved by the City Manager

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: Section 2-267(b) allows the City Manager to waive the formal bidding process for goods and/or services that do not lend themselves to the normal competitive bidding process. City Council has requested a report of Sole Source contracts (2-267(b)(4) and Piggyback contracts (2-267(b)(18).

Ordinance 2016-17 passed on October 18, 2016 allows the City Manager to extend contracts up to 30 days. City Council requested a report of these extensions.

The attached report lists those contract items meeting the above criteria approved during FY2018.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	CM Approvals over 25k	Tracey Report (10-11-18)-db.pdf
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Tracey Riehm	Created/Initiated - 10/02/2018
James Tillman	Approved - 11/07/2018
Tracey Riehm	Approved - 11/19/2018
Jake Johansson	Approved - 11/20/2018
Robin Fenwick	Final Approval - 11/20/2018

CM APPROVALS OVER 25K 10/01/2017-9/30/2018

PO #	Vendor #	Vendor Name	PO Status	PO Type	CM Approval Date/s	Amount Encumbered	Amount Invoiced
072912	251319	COUNTY OF VOLUSIA	PARTIALLY RCVD AND INVCED	EXEMPTION	(2 REQUISITIONS) 10/10/17-10/3/2018	\$ 1,533,000.00	\$ 1,403,149.39
074030	250737	TEN -8 FIRE EQUIPMENT	AWAITING RECEIPT	PIGGYBACK	9/27/2018	\$ 892,159.00	\$ -
073991	80700	HALIFAX PAVING, INC.	AWAITING RECEIPT	PIGGYBACK	9/7/2018	\$ 792,608.00	\$ -
073240	250737	TEN -8 FIRE EQUIPMENT	PARTIALLY RCVD AND INVCED	PIGGYBACK	12/11/2017	\$ 653,785.00	\$ 310,895.00
072901	250513	FLORIDA MUNICIPAL INSURANCE TR	COMPLETED	EXEMPTION	10/10/2017	\$ 597,375.50	\$ 597,375.50
073970	258875	ALAN JAY FORD LINCOLN MERCURY	AWAITING RECEIPT	PIGGYBACK	8/28/2018	\$ 365,196.00	\$ -
073227	258875	ALAN JAY FORD LINCOLN MERCURY	COMPLETED	PIGGYBACK	(2REQUISITIONS) 12/07/17-1/29/2018	\$ 337,104.00	\$ 337,104.00
072956	258390	SPARKS CONCRETE, LLC	PARTIALLY RCVD AND INVCED	PIGGYBACK	10/18/2017	\$ 309,757.50	\$ 176,970.00
073534	259759	ATLANTIC MACHINERY, INC	COMPLETED	PIGGYBACK	3/12/2018	\$ 260,000.00	\$ 260,000.00
072910	200	USA SERVICES OF FLORIDA, INC.	COMPLETED	PIGGYBACK	(2 REQUISITIONS) 10/10/2017-9-28-2018	\$ 206,175.90	\$ 206,175.90
072875	259650	MANSFIELD OIL COMPANY	PARTIALLY RCVD AND INVCED	PIGGYBACK	10/3/2017	\$ 200,000.00	\$ 156,107.55
072905	325	GLOVER OIL COMPANY, INC.	COMPLETED	PIGGYBACK	10/10/2017	\$ 190,554.08	\$ 190,554.08
073180	258875	ALAN JAY FORD LINCOLN MERCURY	COMPLETED	PIGGYBACK	11/28/2017	\$ 146,676.50	\$ 146,676.50
073771	325	GLOVER OIL COMPANY, INC.	COMPLETED	PIGGYBACK	6/13/2018	\$ 121,908.18	\$ 121,908.18
073198	258874	ALAN JAY NISSAN INC.	COMPLETED	PIGGYBACK	11/30/2017	\$ 115,482.00	\$ 115,482.00
073024	259681	RAMUNDSEN SUPERIOR HOLDINGS LL	COMPLETED	EXEMPTION	10/30/2017	\$ 106,410.56	\$ 106,410.56
073429	258953	DANA SAFETY SUPPLY INC	COMPLETED	PIGGYBACK	2/12/2018	\$ 105,426.31	\$ 105,426.31
074003	259922	TI TRAINING LE, LLC	AWAITING RECEIPT	PIGGYBACK	9/13/2018	\$ 100,441.67	\$ -
073023	259673	KOMPAN INC	COMPLETED	PIGGYBACK	10/30/2017	\$ 81,780.24	\$ 81,780.24
073756	251937	DEERE&COMPANY AG&TURF CBD GOVT	COMPLETED	PIGGYBACK	6/7/2018	\$ 79,850.73	\$ 79,850.73
073455	256888	CDW-G	COMPLETED	PIGGYBACK	2/19/2018	\$ 72,988.00	\$ 72,988.00
073183	258875	ALAN JAY FORD LINCOLN MERCURY	COMPLETED	PIGGYBACK	11/28/2017	\$ 70,494.00	\$ 70,494.00
073610	250921	BROWN & BROWN OF FLORIDA,INC.	COMPLETED	EXEMPTION	4/4/2018	\$ 68,921.00	\$ 68,921.00
073826	250921	BROWN & BROWN OF FLORIDA,INC.	COMPLETED	EXEMPTION	7/5/2018	\$ 68,921.00	\$ 68,921.00
073130	254120	TRUGREEN	COMPLETED	EXEMPTION	11/16/2017	\$ 66,019.00	\$ 66,019.00
073257	258221	FLORIDA MUNICIPAL INS. TRUST	COMPLETED	PIGGYBACK	12/15/2017	\$ 63,597.63	\$ 63,597.63
073428	322	DANUS UTILITIES INC.	AWAITING RECEIPT	PIGGYBACK	2/12/2018	\$ 63,050.00	\$ -
72865	259688	MONRO MUFFLER BRAKE	COMPLETED	PIGGYBACK	(3 REQUISITIONS) 10/3/2017-6/13/2018-8/3/2018	\$ 62,897.32	\$ 62,897.32
073085	258649	SUNSHINE STATE OFFICIALS ASSOC	COMPLETED	PIGGYBACK	(2 REQUISITIONS) 11/7/2017-(9-05-2018)	\$ 62,537.50	\$ 62,537.50
073220	259651	DUVAL FORD LLC	COMPLETED	PIGGYBACK	12/5/2017	\$ 61,980.00	\$ 61,980.00
073228	256779	ALAN JAY CHEV BUICK GMC CAD (D	COMPLETED	PIGGYBACK	12/7/2017	\$ 61,491.00	\$ 61,491.00
073132	252883	ALLEN, NORTON & BLUE, P.A.	PARTIALLY RCVD AND INVCED	EXEMPTION	11/16/2017	\$ 59,000.00	\$ 56,148.73
073178	258921	PHYSIO-CONTROL INC	COMPLETED	SOLE /SINGLE SOURCE	11/28/2017	\$ 56,663.62	\$ 56,663.62
073676	258221	FLORIDA MUNICIPAL INS. TRUST	COMPLETED	EXEMPTION	5/4/2018	\$ 54,708.01	\$ 54,708.01
073117	253613	LEWIS, LONGMAN & WALKER, P.A.	PARTIALLY RCVD AND INVCED	EXEMPTION	11/15/2017 (CM NOT IN APPROVAL FLOW)	\$ 52,300.00	\$ 51,738.70
073181	258875	ALAN JAY FORD LINCOLN MERCURY	COMPLETED	PIGGYBACK	11/28/2017	\$ 51,469.80	\$ 51,468.80
072900	142425	NEWS JOURNAL CORPORATION	COMPLETED	EXEMPTION	10/10/2017	\$ 49,525.81	\$ 49,525.81
73486	258221	FLORIDA MUNICIPAL INS. TRUST	COMPLETED	EXEMPTION	2/26/2018	\$ 48,150.70	\$ 48,150.70
073992	258919	WRIGHT NATIONAL FLOOD INSURANC	COMPLETED	EXEMPTION	9/7/2018	\$ 43,972.00	\$ 43,972.00
73199	259651	DUVAL FORD LLC	COMPLETED	PIGGYBACK	11/30/2017	\$ 41,323.00	\$ 41,224.00
074029	250737	TEN -8 FIRE EQUIPMENT	AWAITING RECEIPT	PIGGYBACK	9/26/2018	\$ 41,111.00	\$ -
073131	259274	ACET RECYCLING, LLC	PARTIALLY RCVD AND INVCED	PIGGYBACK	11/16/2017	\$ 40,000.00	\$ 34,258.50
073849	258221	FLORIDA MUNICIPAL INS. TRUST	COMPLETED	EXEMPTION	7/23/2018	\$ 39,182.05	\$ 39,182.05
73523	259022	GENTRY OIL LLC	PARTIALLY RCVD AND INVCED	PIGGYBACK	3/8/2018 (CM NOT IN APPROVAL FLOW)	\$ 36,000.00	\$ 21,240.53
072995	251319	COUNTY OF VOLUSIA	PARTIALLY RCVD AND INVCED	EXEMPTION	5/21/2018	\$ 35,000.00	\$ 26,323.79
073229	250737	TEN -8 FIRE EQUIPMENT	COMPLETED	PIGGYBACK	12/7/2017	\$ 34,227.00	\$ 34,227.00
072799	256997	BOUND TREE MEDICAL	PARTIALLY RCVD AND INVCED	PIGGYBACK	10/4/2017	\$ 33,500.00	\$ 33,448.71
73120	259689	GRAY ROBINSON, P.A.	PARTIALLY RCVD AND INVCED	EXEMPTION	11/15/2017 (CM NOT IN APPROVAL FLOW)	\$ 30,853.97	\$ 30,473.97
073182	258875	ALAN JAY FORD LINCOLN MERCURY	COMPLETED	PIGGYBACK	11/28/2017	\$ 29,335.30	\$ 29,335.30
073219	258875	ALAN JAY FORD LINCOLN MERCURY	COMPLETED	PIGGYBACK	12/7/2017	\$ 27,014.00	\$ 27,014.00
072868	252403	UNIVERSAL ENGINEERING SCIENCES	PARTIALLY RCVD AND INVCED	PIGGYBACK	10/9/2017 (CM NOT IN APPROVAL FLOW)	\$ 25,000.00	\$ 24,206.00
073989	259689	GRAY ROBINSON, P.A.	PARTIALLY RCVD AND INVCED	EXEMPTION	9/7/2018 (CM NOT IN APPROVAL FLOW)	\$ 25,000.00	\$ 9,490.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: Yes

SUBJECT: (B10c) Award of Bid #18-31 to Aumiller Pools LLC. for repairs to the YMCA Pool

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve contract award with Aumiller Pools LLC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On November 6, 2018 four bids were opened and Aumiller pools LLC was deemed the lowest and most responsive bid. Scope Includes re surfacing the pool interior, replacing any loose or damaged tiles and making repairs necessary to the pool deck. Total cost of project is \$155,580. Funding is available in QPC 077. The award includes base bid, and alternates 1,3,4 & 5. **The project will also require a payment and performance bond.**

Staff recommends approval.

Project No.: QPC077 Funding Account No.: 106-1000572-63.97

ATTACHMENTS:

1.	Aullimiller Pools, LLC Standard Contract for Services	Aullimiller Pools, LLC.pdf
2.	ITB 18-31	ITB 18-31.pdf
3.	Addendum No 1	Addendum No 1.pdf
4.	ITB 18-31 Intent to Award	ITB 18-31 Intent to Award.pdf
5.	ITB 18-31 BID TAB	ITB 18-31 BID TAB.pdf
6.	AuMiller Pools RESPONSE 11-6-18	AuMiller Pools RESPONSE 11-6-18.pdf

Susan Lovallo
Susan Lovallo
Nadia Todor
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 11/14/2018
Approved - 11/14/2018
Approved - 11/14/2018
Approved - 11/16/2018
Approved - 11/16/2018
Approved - 11/19/2018
Final Approval - 11/20/2018



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2018, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **AUMILLER POOLS, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 2438 Summerfield Road, Winter Park, Florida 32792. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide restorations of the YMCA Swimming pool located at 4701 City Center Parkway, which shall include Alternate No. 1 repair and repaint existing pool deck with acrylic paint as described in the specifications, Alternate No. 3 replace three (3) sets of recessed steps, Alternate No. 4 replace 4 main drain covers, Alternate No. 5 replace raised lettering depth markers, and as more specially described in Intent to Bid 18-31 ("ITB 18-31") scope of work, specifications, Addendum No. 1, and Contractor's Schedule of Unit Pricing, attached hereto as Exhibit "1." A complete copy of ITB 18-31, Addendum No. 1, Specifications, and Contractor's Proposal is available in the Office of the City Clerk.

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

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties. Work shall be substantially completed within 30 calendar days from issuance of a Notice to Proceed and final completion 15 days thereafter (the "Term").

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the unit costs set forth in Exhibit "1" of this this Contract in an amount not to exceed One Hundred Fifty-Five Thousand Five Hundred Eighty and 00/100 Dollars (\$155,580.00) as shown in Exhibit "1" for the base bid and alternates 1,3,4 and 5. 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 "2" 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 Parks and Recreation Director, Susan Lovallo, 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."

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 21 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 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>	<u>Limits:</u> 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	<u>Limits:</u> Coverage - \$1,000,000 minimum.	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000.00 minimum.	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination		

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 Contractors expense.

19. Inspection

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

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

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

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

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

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

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

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

22. 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.

23. 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.

24. 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.

25. 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.**

26. 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.

27. 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.

28. 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: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Aumiller Pools, LLC
Attention: William Aumiller, Managing Member
2438 Summerfield Road
Winter Park, Florida 32792
(407) 808-5021 – Telephone
BJ@aumillerpools.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.

29. 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.

30. 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.

[Remainder of this page intentionally left blank]

Witnesses:

AUMILLER POOLS, LLC

By: _____

William Aumiller, Managing Member

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 ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by William Aumiller, as Managing Member of Aumiller Pools, LLC, a Florida limited liability corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



ATTACHMENT 1 SCHEDULE OF UNIT PRICING

BID FORM REVISED PER ADDENDUM NO.1

**CITY OF PORT ORANGE
YMCA SWIMMING POOL RESTORATIONS**

ITB# 18-31

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:

AUMILLER POOLS LLC

CONTACT PERSON:

BJ AUMILLER

EMAIL ADDRESS:

BJ@AUMILLERPOOLS.COM

AUTHORIZED SIGNATURE:

ITEM	QTY	DESCRIPTION	UNIT	PRICE
1	1	THE CONTRACTOR SHALL PERFORM ALL THE WORK DESCRIBED IN ITB 18-31 YMCA POOL RESTORATION AS DESCRIBED IN THE SPECIFICATIONS.	LS	\$ 117,250.00
TOTAL BASE BID				\$ 117,250.00
ALTERNATE NO. 1		REPAIR AND REPAINT EXISTING POOL DECK WITH ACRYLIC PAINT AS DESCRIBED IN THE SPECIFICATIONS	LS	\$ 28,830.00
ALTERNATE NO. 2		DEWATERING	LS	\$ 25,000.00
ALTERNATE NO.3		REPLACE 3 SETS OF RECESSED STEPS	LS	\$ 2,100.00
ALTERNATE NO. 4		REPLACE 4 MAIN DRAIN COVERS	LS	\$ 3,200.00
ALTERNATE NO. 5		REPLACE RAISED LETTERING DEPTH MARKERS	LS	\$ 4,200.00
ALTERNATE NO. 6		GRIND THE EXISTING TILE SURFACE, THIN SET NEW TILE OVER EXISTING TILE. INCLUDE ALL LANE TILE, FLOORS AND WALLS.	LS	\$ 67,776.00
COST PER ADDITIONAL TILE WITH INSTALLATION				\$ 25.00
CONTRACTOR SHALL WARRANTY THE MATERIALS, LABOR AND TRAVEL FOR:				1 YEAR

EXHIBIT "1"

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed bids for restorations of the YMCA swimming pool. Vendors shall possess a State of Florida Department of Regulation pool contractor license. The scope of work shall include resurfacing of the pool surface, replacing anti-skid tile, performing electrical, plumbing, setting tile, plastering, and an alternate for refinishing the pool deck. All Vendor work shall comply with current codes and the Vendor shall provide a one-year warranty.

SCOPE OF WORK:

1. The Contractor or City may be required to perform dewatering if need be using any existing well points, to our knowledge there are none. An alternate bid is included in this solicitation for dewatering.
 - A. The Contractor will check all lights for proper operation prior to draining the swimming pool. Contractor and the Owner's Representative will "sound out" examine all tile(s) existing to determine if the tile(s) are adhering properly or if the tile(s) are loose. Loose tile(s) are to be removed, cleaned and reinstalled, in strict adherence with the manufacturer's instructions for proper re-installation. At the Contractor's option, new matching tile(s) can be used in lieu of cleaning and re-installation of existing tile(s).
 - B. The contractor will properly prep the pool for resurfacing.
 - C. The contractor will remove the interior finish on all four walls to the substrate (shell) in order to meet sanctioning bodies requirements.
 - D. Contractor shall make 45 degrees cut and remove four (4) inches around all floor Lane tiles, main drain covers, and any or all fittings.
 - E. Bond Kote Interior of pool surface areas with SGM Kote. (Please see attached recommended Bond Kote product specification data sheets)
 - F. Remove all step tiles and replace with 2x 6 anti-skid step tile.
 - G. Resurface interior with new quartz finish installed per manufactures recommendations using Magic Marcite Aqua Pearl, Krystalkrete/Sunstone or Florida Stucco Gem Finishes (Please see attached as separate documents 3 recommended basis of design coatings)
 - H. All in-pool Depth Markers to be replaced to code. All-Depth Markers and "No Diving" Tiles Markers on the deck shall be inspected and replaced, if broken, illegible or otherwise in disrepair.
 - I. The Contractor will be responsible for the draining and filling of the +/- 471,000-gallon pool and balancing the chemicals to health department required specifications.
 - J. All work will be in accordance with the equipment manufacturer recommendations and in compliance with all applicable laws and standards of service.
 - K. City to be responsible for any utilities to be required by the contractor for the pool renovation, to include turning off/on gas service.
 - L. Contractor to be responsible for any landscaping damaged by the pool renovation.
 - M. The contractor is responsible for all permits and fees.

ALTERNATE No.1 EXTERIOR POOL DECK RE-PAINT PROJECT:

Observations:

The existing condition of the 'cool-decking overlay' previously applied to the pool deck concrete surface. It appears as though the original cool-decking was re-coated at least once before with an acrylic concrete stain. However, the substrate is dry and becoming more brittle, causing the overlay to delaminate in certain areas. It is imperative that this substrate is patched, failed sealants removed & replaced, and then painted according to below recommendation to maintain the resiliency and integrity of the over-all decking system.

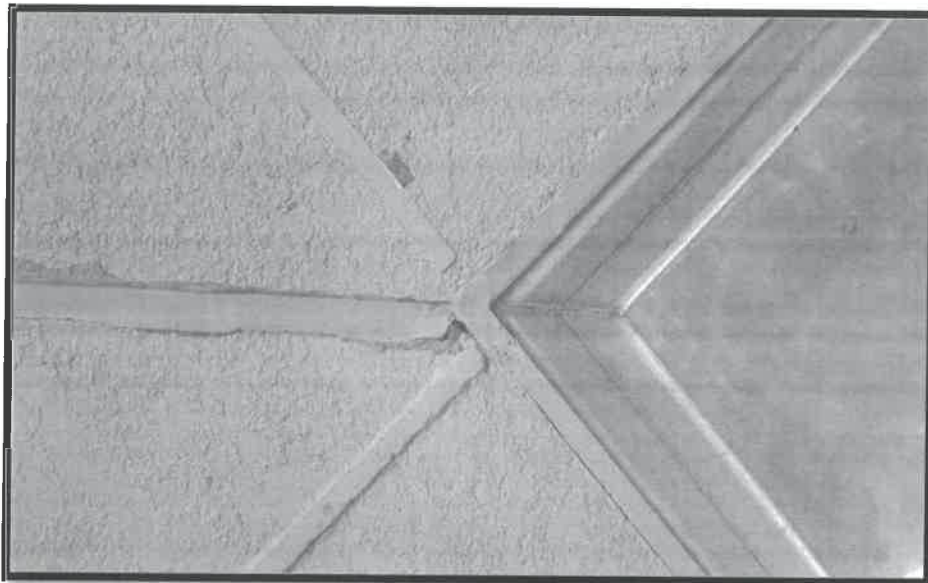
The substrate as it now offers great anti-slip properties which we will need to maintain when proposing this coating recommendation. When adding additional coatings to this type of surface we must acknowledge that additional film build with traditional paints would likely make the surface slick and more slippery. We have proposed the below system to make sure that the anti-slip considerations are addressed and the final finish offers similar anti-slip to what the surface renders currently.



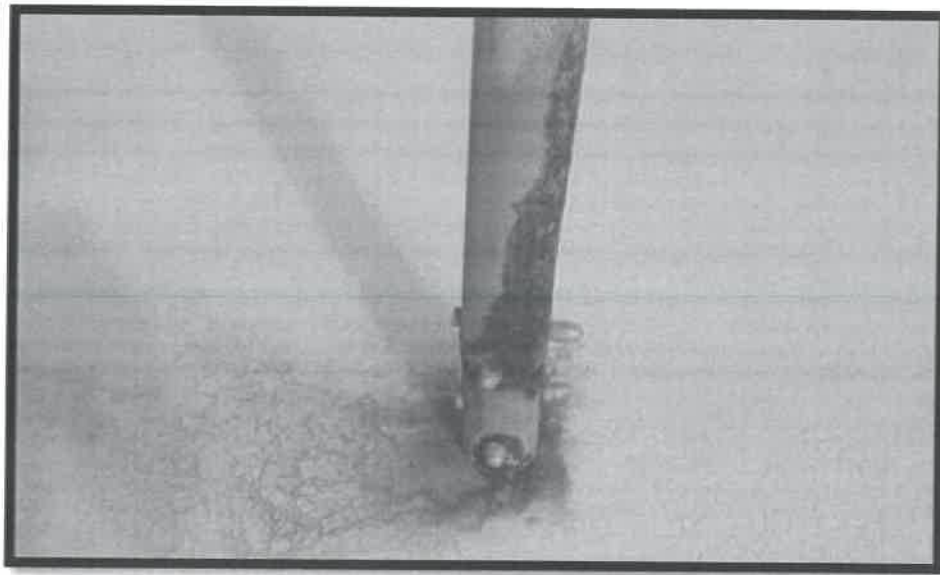
ALTERNATE No.1 SPECIFICATIONS

This scope of work shall include the following inclusions – Cutout and removal of all old/failed caulking around the Stainless-steel coping, and in the areas of the corner of the pool. All contamination and dirt/debris must be cleaned free with shop-vac or pressure washing. Once the expansion seams are cleaned, they must be allowed to dry adequately before reinstalling backer-rod and re-application of sealants. I also recommend solvent wiping with Denatured alcohol the surface area on the metal edge of the stainless-steel coping that will be receiving contact with sealant bead.

The sealant should be a Urethane (Lifetime rated) Acrylic sealant that is to be pre-approved by Frank Flagg. Example: (AllPro Pro Stretch, Tower-Tech Acrylic Urethane Sealant, or NP-1)



1. All Rust stains on the metal pools over and attached to the cool-deck surface must be removed with Oxalic Acid and we recommend coating these pools during this scope of work to prevent rapid re-staining from rust over newly finished deck coating.



a.

b. Metal Pole Anti-corrosive Paint Recommendation:

1). Prep: Hand scrape and wire brush to remove loose flaking rust: (SSPC-SP2 Hand-tool Cleaning)

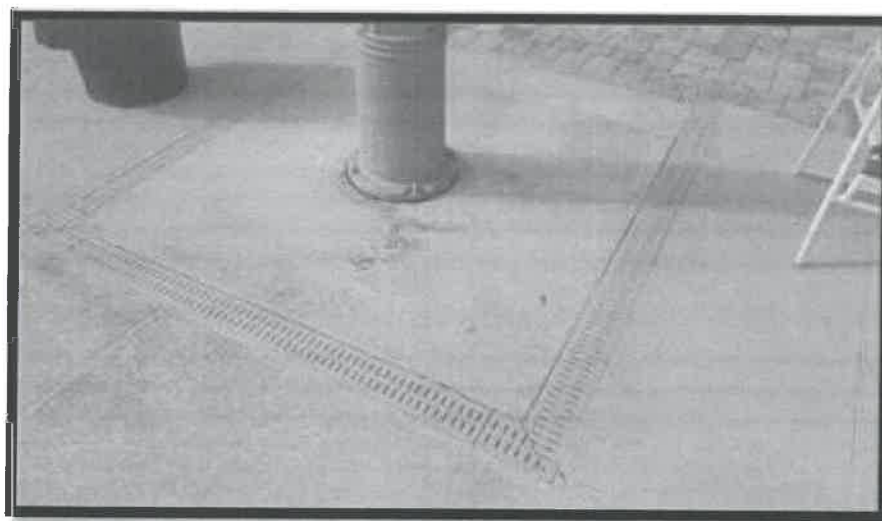
2). Prime (One Coat):

- Benjamin Moore: Corotech 100% Solids Epoxy Pre-prime (#V155-00), 1 coat
- PPG: MEGASEAL™ HSPC 100% Solids Epoxy Primer/Sealer
- Richards: #2800 Series, Python Pre-Prime Surface Tolerant 100% Solids Epoxy Primer

3). Finish (Two Coats):

- Coronado Rust Scat WB Semi-gloss finish (#90 line), two coats
- Benjamin Moore Ultra Spec HP Acrylic DTM Semi-gloss #HP29
- Richards: #1200 Series, EXCEL Rust Shield Wood & Metal 100% Acrylic DTM Waterborne Industrial Gloss Enamel

2. A complete chemical bleach treatment of all surfaces to be painted followed by a power washing to remove all contamination, mildew, and dirt. Surfaces must be allowed to dry completely prior to painting.



a.

3. **1st Coat:** Application of a single (liberal & uniform) coat of INSL-X Sure Step Acrylic Anti-Slip coating at a rate of 100SF/gallon. Application method must be brush & roll and it is the painting contractor's responsibility to ensure uniform appearance and close accordance to the recommended spread rate of 100SF/gallon.

1. INSL-X Sure Step® Acrylic Anti-Slip Coating (#SU-0922, Desert Sand)

2. Richards : #4600 Series, Step Guard 100% Acrylic Anti-Slip Texture Floor Coating

3. PPG: ANTI-SLIP SAFETY FLOORING SYSTEMS SFT 600

FLORIDA GEM

EXHIBIT "1"

Quality Finishes for Enhanced Living

454.1.10.2

The painting of pools shall not be considered a repair or alteration provided the following conditions are met:

1. Only paints designated by the manufacturer as pool paints are used.
2. If step stripes, slope break markers and safety line, and depth and NO DIVING markings shall be provided to comply with the applicable provision(s) this section.

[All markings shall consist of anti-skid tile except that the safety line shall be a floating rope.]

[Remainder of this page left intentionally blank]

Florida Building Code

[Language within brackets has been added to clarify City requirements.]

454.1.2.3.3 Lane markings.

Pools that are not intended to be utilized for officially sanctioned competition may install lap lane markings provided they meet the following criteria: the markings must be 2 to 6 inches (51 to 152 mm) wide, they must terminate 5 feet (1524 mm) from the end wall in a "T" with the "T" bar at least 18 inches (457.2 mm) long, they must be placed at 7-foot (2134 mm) intervals on center and be no closer than 4 feet (1219 mm) from any side wall, steps or other obstructions. Floating rope lines associated with lap lanes must not obstruct the entrance or exit from the pool and are prohibited when the pool is open for general use.

454.1.2.3.4 Targets.

Pools that are not intended for officially sanctioned competition may have 2 to 6 inch (51 to 152 mm) wide 18-inch by 18-inch (457 mm by 457 mm) targets (+) installed on the pool wall.

454.1.10.1 Repairs or alterations of pool structure and equipment.

Replacement of the pool or spa shell is considered to be construction of a new facility and shall be processed as such. Resurfacing the pool interior to original nontoxic, slip-resistant and smooth specifications is considered a repair or alteration. Equivalent replacement of equipment is not considered a repair or alteration. The following items shall be addressed during resurfacing projects:

454.1.10.1.1

The lip of the gutter must be leveled to within 1/4 inch (6.4 mm) between the highest and lowest point and the downward slope from the lip to the drain must be maintained as originally designed or increased but shall not exceed new construction standards.

454.1.10.1.2

[Anti-skid] Tile step markings must be installed meeting the requirements of Section 454.1.2.5.3.

454.1.10.1.3

Where applicable, the slope break marking must be installed meeting the requirements of Section 454.1.2.2.3.2 and safety line must be installed 2 feet (610 mm) before the marking.

454.1.10.1.4

Depth markers and NO DIVING markers must be installed in accordance with Section 454.1.2.3.

454.1.10.1.5

The pool ladder must have a 3 to 6-inch (76 to 152 mm) clearance from the pool wall. New cross-braced ladder(s) shall be installed in place of noncross-braced ladder(s) in conformance with Section 454.1.2.5.1 during a pool resurfacing.

454.1.10.1.6

Should resurfacing works affect the step riser heights, no riser shall exceed 10 inches (254 mm) for pools and 12 inches (305 mm) for spas, and the intermediate risers shall be made uniform.

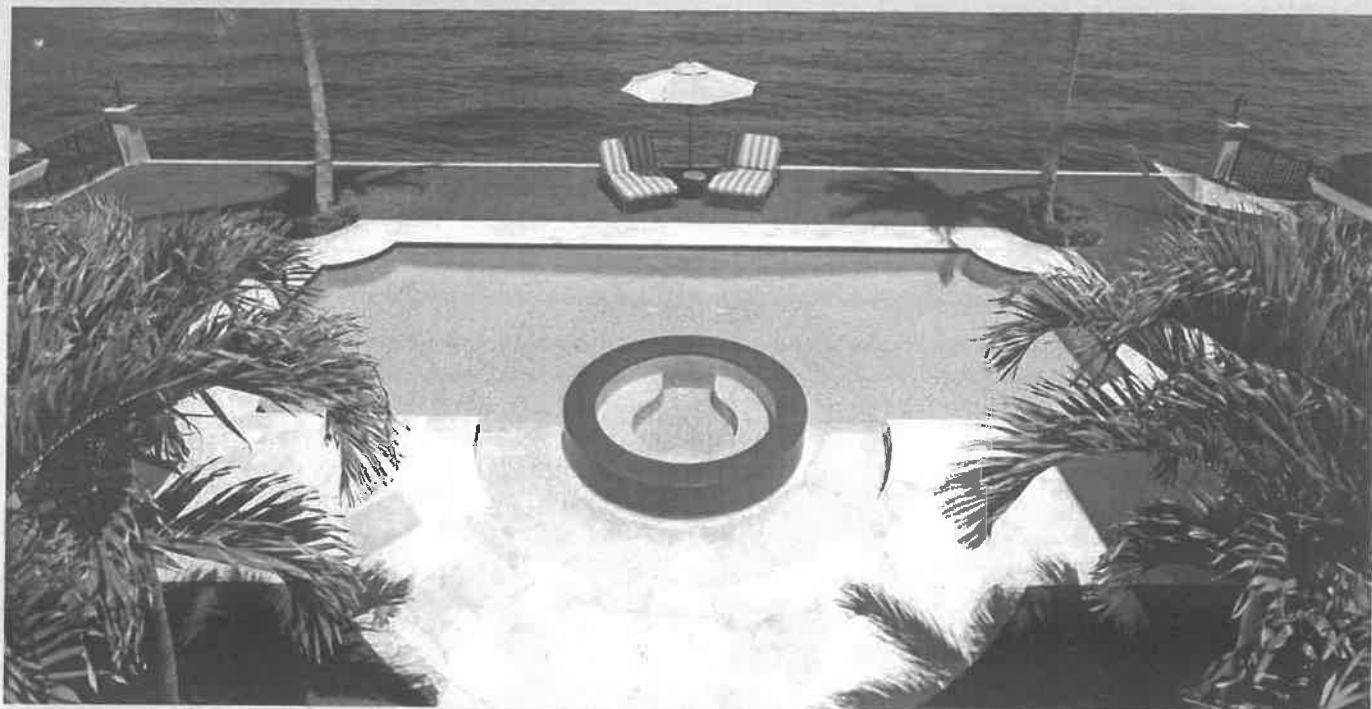
454.1.10.1.7

Step treads that protrude from the pool wall shall be removed and replaced with a cross-braced ladder or reconstructed to meet the requirements of Section 454.1.2.5.1 or 454.1.2.5.2.

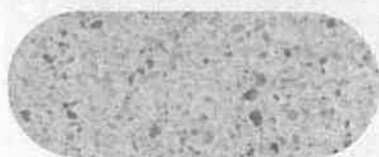
4. **2nd /Final Coat:** A single coat application of the INSL-X WB Acrylic Concrete stain applied at a rate of 400 SF per gallon, yielding 1.0 mil DFT. Application method must be brush & roll and it is the painting contractor's responsibility to ensure uniform appearance and close accordance to the recommended spread rate of 400SF/gallon
 - a. **INSL-X TuffCrete® WB Acrylic Concrete Stain (#CST-2922, Desert Sand)**
 - b. **#4500 Series, Deck Guard 100% Acrylic Driveway & Floor Coating**
 - c. **PPG: PERMA-CRETE® COLOR SEAL™ WB INTERIOR/EXTERIOR ACRYLIC CONCRETE STAIN**
5. **Return to Service:** This acrylic coating system, like any other, will require about 2-3 weeks full cure time to reach optimal durability and performance. It is my recommendation that the freshly painted surface be allowed to dry for 48-72 hours prior to returning to service. If that is not possible, then at least wait a week or two before returning heavy objects and pool furniture.

Attention: Per Section 5 item 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.

End of Scope-of-Work



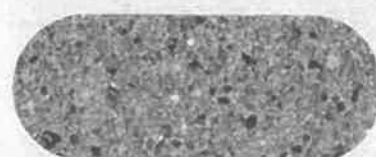
"Florida Stucco combines brilliant color quartz with enriched cement to create state of the art aggregate swimming pool finishes of the highest quality. They are durable, colorfast, slip-resistant, non-abrasive, and help minimize stains, etching, and the effects of harsh chemicals. We offer an unparalleled support system with over 30 years of experience as well as an exceptional 10 year warranty. With Florida Gem finishes, your pool will retain its beauty, luster, and finish for years to come..."



WHITE GEM



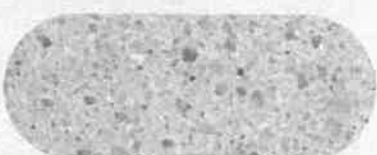
EMERALD SEA



CAPRI



SKY BLUE



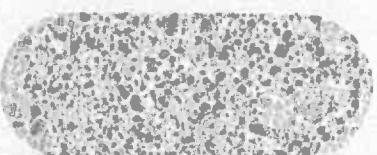
BONE GEM



AQUA GEM



LAGOON



BLUE GEM



AQUA CLEAR



HAWAIIAN



Manufacturers of Quality Plaster & Pool Finishes



FRENCH SILVER

Actual finishes may vary slightly from the printing process of the actual sample.

(561) 487-1301 • (800) 334-5134 • www.floridastucco.com

EXHIBIT "1"



P.O. BOX 880023
BOCA RATON, FLORIDA 33488-0023
BUS. (561) 487-1301
TOLL FREE (800) 334-5134 • FAX (561) 487-8536

FLORIDA GEM FINISHES are a mill prepared marcite alternative blended with the highest quality selected quartz aggregates, white portland cement and proprietary additives to enhance strength, density, bonding and curing. A Gem Finish will yield a hard, long lasting surface highly resistant to stains and spot-etching prevalent with traditional pool plasters. Exposure of the aggregate produces a safe, slip resistant and non abrasive surface that attains a compressive strength in excess of 3500 psi in 24 hours and exceeds 7000 psi in 28 days.

PREPARATION
Suitable for application over gunite or shotcrete substrates which are free of foreign matter, e.g., dirt, grease, oil, dust, etc. If an acid wash is used to rid the substrate of foreign matter, neutralize with a solution of soda ash and water.

If the project is a renovation Florida Stucco's POOL PREP is an excellent preparation material to be used in conjunction with Gem Finish. Consult our specifications regarding POOL PREP for additional details.

MIXING
Use only clean, potable water. Approximately 1.5 to 2 gallons of water per 80 lb. bag can be used to bring the mix to a lump-free consistency. Allow the mix to agitate in the mixer for 10-12 minutes to provide best workability. Gem Finish is a complete product; addition of other materials is not necessary.

APPLICATION
Apply Gem Finish over a cement base that has been dry for a minimum of 24 hours. The pool's walls and floors must be evenly sprayed with water before application to reduce suction. Gem Finish should be applied to a thickness of 3/8" to 1/2". Application is best accomplished by mechanics who adhere to the professional standards of the plastering industry.

EXPOSING GEM FINISH
Depending upon prevailing weather conditions exposing the Gem Finish surface can begin shortly after finish trowelling or up to 12 hours later. Factory trained personnel are supplied when requested with initial use of Gem Finish. These personnel can supply instruction in the exposing phase of the Gem Finish installation.

CURING
Filling the pool with water may begin upon completion of the exposure phase.

POOL WATER CHEMISTRY

It is a requisite of this warranty that proper water chemistry parameters be maintained. Parameters set by the APSP (Association of Pool and Spa Professionals) should be adhered to. The Gem Finish is enhanced with maintaining proper water chemistry.

The initial fill water is the most important water that the pool will receive. The initial fill water must be tested, recorded and adjusted to the proper parameters. The pool finish must also be brushed during the "start-up" period on a daily basis for a minimum of thirty (30) days.

WARRANTY CLAIM PROCEDURES

To initiate a warranty claim notify Florida Stucco Corp. at P.O. BOX 880023, BOCA RATON, FLORIDA 33488-0023. The following items will be required at time of inspection.

Warranty as completed at time of application.

Original "return receipt" as completed at time of application.

Copies of monthly (or more frequent) results of water chemistry analysis done by a water chemistry professional.

FLORIDA STUCCO
CORPORATION

Manufacturers of Quality Plaster & Pool Finishes

P.O. BOX 880023
BOCA RATON, FLORIDA 33488-0023
(561) 487-1301 * FAX (561) 487-8536 * (800) 334-5134

GEM FINISH LIMITED WARRANTY

HOMEOWNER: _____

Address: _____

City, State, Zip: _____

Telephone: () _____

Pool Builder: _____

City, State, Zip: _____

GEM FINISH Applicator _____

Address: _____

City, State, Zip: _____

Telephone: () _____

Address: _____

Date of Installation: _____

Gem Finish: _____

Florida Stucco Corp., herein after referred to as Florida Stucco, warrants its aggregate product, GEM FINISH, against failure for ten (10) years from date of installation & five (5) years for commercial application. Florida Stucco shall send applicator required material to repair the pool in the event of verified material failure. **WARRANTY MUST BE ACCOMPANIED WITH PROOF OF PURCHASE.**

Limitations:

Note: IMPLIED WARRANTIES, INCLUDING ANY MERCHANTABILITY WARRANTY ARE LIMITED TO THE STATED LENGTH OF THE WARRANTY. THIS IS A LIMITED WARRANTY.

1. Warranty excludes damage due to workmanship and or physical abuse.
2. Natural pebbles, aggregates and method of application may result in aesthetic variations i.e. shading. These conditions are not a product failure.
3. Some aggregate loss is to be expected, including from newly applied material. This is not considered a failure.
4. The applicator shall have the right to repair the area of failure only. Material replacement is limited to this repair. It is understood some cosmetic variation may result.
5. Minor surface checking, minor cracks and cracks caused by structural damage or draining the pool are excluded from this warranty.
6. The warranty claim for defective material will be limited to replacement material. Water replacement, loss of use, labor and chemicals are not included. Consequential damage costs are not included.
7. It is understood that water balance must be continuously maintained within APSP (Association of Pool and Spa Professionals) recommended standards for exposed aggregate finishes. This warranty does not include damage due to improper water balance or damage in correcting such imbalance. Verifiable water chemistry maintenance records are required.
8. Failure to maintain proper water balance and procedure throughout "start-up" period (chemical balance and brushing) will void this warranty.
9. This warranty is not transferable.
10. Dispute resolution will be by binding arbitration, under supervision of APSP (Association of Pool and Spa Professionals). Binding arbitration will be the sole remedy.
11. Return fully completed warranty to Florida Stucco within 30 days of installation by certified mail. Return receipt must be retained by pool owner.

WHITE: Florida Stucco • YELLOW: Applicator • PINK: Customer

EXHIBIT "1"

Florida Gem Finish will yield approximately 3-5 square yards (27-45 square feet) of material per 80 lb. bag.

All materials used in the manufacture of Gem Finish comply with ASTM C926-86 and ANSI 2 1971.

This product is portland cement based and can cause skin or eye irritation. Any skin or eye contact with this product should be immediately washed with plenty of fresh water. Wearing of a respirator is recommended when using this product.

Do not use a bonding agent in the mixing or application of Gem Finish.

Florida Gem Finish is formulated with natural quartz aggregate. Color variation within aggregate deposits is inherent and may vary from previously obtained samples. Further, maintenance of the pool's water chemistry is vital and must remain within industry guidelines to ensure the beauty, integrity and longevity of the surface.

Swimming Pool Finishes (pre-blended)

Florida Gem Finishes

“White Portland cement base with silica sand & “T” grade colored quartz aggregates. Colored finish products utilize inorganic mineral oxides for color pigment.”

Sky Blue

Blue Gem

Aqua Clear

Aqua Gem (80 lb. bags / Aprox. 23 sq. ft. per bag)

White Gem

Bone Gem

Lagoon Gem

Emerald Sea

Hawaiian Gem



P.O. BOX 811085
BOCA RATON, FL 33481-1085
(561) 487-1301 • 487-1302
1-800-334-5134 • FAX (561) 487-8536

TOTAL BOND

USES/APPLICATIONS

Total Bond is a non re-wettable white bonding adhesive to be used in applications where cement plasters are applied over dense concrete substrates. Total Bond is an excellent admixture for use in cement based plasters when these plasters are likely to come in contact with water after hydration has occurred. This product is suitable for use as an admixture in portland cement based mixes and finish coats for re-coating or patching swimming pools, patio decks, driveways, sidewalks, etc.

SURFACE PREPARATION

Remove all loose materials, any grease, oil, paint, dust, dirt, efflorescence and forming compounds. Vacuum, sweep or use water under pressure to dispose of debris. Area of repair can be damp but water cannot be allowed to stand.

TOTAL BOND AND STUCCO MIXES

Florida Stucco's pool deck finish and marcite finish are pre-blended at the factory with white portland cement. It is important to bear in mind that Total Bond is not recommended as the sole wetting agent for deck or marcite material. Combine Total Bond with water in accordance to the proportions listed in the accompanying table.

SPECIFIC APPLICATIONS

To enhance bonding capabilities of deck finish	Use 1 part Total Bond to 3 parts water.
For slurries applied before finish coat application	Use Total Bond only.
To enhance bonding capabilities of pool marcite (patching and re-coating only)	Use 1 part Total Bond to 3 parts water.
For renovation work on concrete decks and previously plastered swimming pools	Total Bond is the catalyst for Florida Stucco's Pool Prep. Refer to specifications for Pool Prep for details.

PRECAUTIONS TO BE OBSERVED:

Do not apply Total Bond enhanced mixes when ambient temperature is below 55°F. High humidity and excessive moisture can retard curing time of Total Bond enhanced mixes. Mixes should be placed in 20 minutes or less as weather conditions can vary and alter the set time. When drying time is rapid due to high temperature, fast air movement, etc., cover the surface with wet burlap. In normal use allow the surface to cure 24-48 hours after mix is installed.

Do not use in closed areas-provide for adequate ventilation. Protect Total Bond from freezing conditions.

EXHIBIT "1"



P.O. BOX 880023
BOCA RATON, FLORIDA 33488-0023
BUS. (561) 487-1301
TOLL FREE (800) 334-5134 • FAX (561) 487-8536

FLORIDA POOL PREP

Florida Pool Prep is a liquid resin and cement based prepping material that is ideally suited as a bonding substrate in the replastering stage of any portland cement pool or spa finish. Use of this product eliminates the need of axing, chopping or hammering by manual methods to prepare an old plaster surface for replastering. In addition, you, the renovation specialist, can have confidence that the new plaster surface will "bond" to Florida Pool Prep. Delamination or "pop-offs" of the new plaster surface will cease to be a problem when Florida Pool Prep is applied to the manufacturer's specification.

SURFACE PREPARATION

Check all vertical and horizontal surfaces for hollow areas with a hammer. When hollow areas are discovered remove all loose material and debris. A muriatic acid wash will help to remove any residual dirt, dust, oils and rust. Follow the acid wash with a neutralizer wash such as soda ash and water. To remove algae or fungus growth sandblast or hydroblast the surface or use a plastic bristled brush with a solution of water and soda ash. Wash thoroughly with water under high pressure from a hose. Undercut the tile as needed. Allow all vertical and horizontal surfaces to dry completely before applying Florida Pool Prep.

MIXING PROCEDURE

Place a 20 gallon flat bottom plastic container in the shallow end of the pool. Using a 1/2" heavy duty electric drill and a Jiffy #3030083 mixing paddle thoroughly agitate the 2-1/2 gallons of binder. Pour the binder into the 20 gallon container. Then proceed to add the cementitious material (one 80 lb. bag) under mechanical agitation. Continue mixing for 2 - 4 minutes until all dry and liquid materials are folded together. Test the mixture on a small area on the vertical side of the pool. Using a 1-1/2" nap roller spread the material uniformly and allow to "take-up" for about one minute. Then with a texture roller, re-roll the area to achieve the desired texture. If the material is too thin, add small portions of bagged material under mechanical agitation. If too thick add small portions of binder under mechanical agitation.

APPLICATION

Roll material on steps then proceed to wall around steps. Coat all vertical surfaces before proceeding to floor. Begin coating floor at deep end of pool and finish at steps. DO NOT ROLL CLUMPS OF UNMIXED MATERIAL - REMOVE AND DISCARD.

CURING

Allow Florida Pool Prep to dry 12 hours before plastering the pool. Florida Pool Prep can be lightly fog misted in hot, dry weather to slow hydration of the new plaster being applied over it.

As with any cement based material, ambient temperature must be 50° - 55°F when application begins. Special precautions should be observed in winter - do not apply if temperature is to fall below 40°F for 24 hours after application. Binder must be stored in shaded area and away from freezing conditions. If binder is found to be congealed remove and discard in accordance to federal and state requirements.

Remove all plaster splashes within 20 minutes of their occurrence.

PRECAUTIONS TO BE OBSERVED

Pool Prep is composed of polymerized materials. Any skin or eye contact with this product should be immediately washed with copious amounts of fresh water. If swallowed, consult a physician.



P.O. BOX 880023
BOCA RATON, FLORIDA 33488-0023
BUS. (561) 487-1301
TOLL FREE (800) 334-5134 • FAX (561) 487-8536

Florida Gem Finishes are a mill prepared marcite alternative blended with the highest quality selected quartz aggregates, white portland cement and proprietary additives to enhance strength, density, bonding and curing. A Gem Finish will yield a hard, long lasting surface highly resistant to stains and spot-etching prevalent with traditional pool plasters. Exposure of the aggregate produces a safe, slip resistant and non abrasive surface that attains a compressive strength in excess of 3500 psi in 24 hours and exceeds 7000 psi in 28 days.

Suitable for application over gunite or shotcrete substrates which are free of foreign matter, e.g., dirt, grease, oil, dust, etc. If an acid wash is used to rid the substrate of foreign matter, neutralize with a solution of soda ash and water.

If the project is a renovation Florida Stucco's POOL PREP is an excellent preparation material to be used in conjunction with Gem Finish. Consult our specifications regarding POOL PREP for additional details.

Use only clean, potable water. Approximately 1.5 to 2 gallons of water per 80 lb. bag can be used to bring the mix to a lump-free consistency. Allow the mix to agitate in the mixer for 10-12 minutes to provide best workability. Gem Finish is a complete product; addition of other materials is not necessary.

Apply Gem Finish over a cement base that has been dry for a minimum of 24 hours. The pool's walls and floors must be evenly sprayed with water before application to reduce suction. Gem Finish should be applied to a thickness of 3/8" to 1/2". Application is best accomplished by mechanics who adhere to the professional standards of the plastering industry.

Depending upon prevailing weather conditions exposing the Gem Finish surface can begin shortly after finish trowelling or up to 12 hours later. Factory trained personnel are supplied when requested with initial use of Gem Finish. These personnel can supply instruction in the exposing phase of the Gem Finish installation.

Filling the pool with water may begin upon completion of the exposure phase.

EXHIBIT "1"

Florida Gem Finish will yield approximately 23 square feet of material per 80 lb. bag.

All materials used in the manufacture of Gem Finish comply with ASTM C926-86 and ANSI Z 1971.

This product is portland cement based and can cause skin or eye irritation. Any skin or eye contact with this product should be immediately washed with plenty of fresh water. Wearing of a respirator is recommended when using this product.

Do not use a bonding agent in the mixing or application of Gem Finish.

Florida Gem Finish is formulated with natural quartz aggregate. Color variation within aggregate deposits is inherent and may vary from previously obtained samples. Further, maintenance of the pool's water chemistry is vital and must remain within industry guidelines to ensure the beauty, integrity and longevity of the surface.

Aqua Pearl

Natural Pebble Aggregate Pool Finish

Description: Aqua Pearl finishes are blends of specially selected pebble aggregate and polymer fortified white Portland cement. Aqua Pearl combines the proven durability of pebble finishes with the increased smoothness of smaller pebble aggregates. Color fast ceramic pigments offer customers almost limitless flexibility in poolscape design. Ideal for residential or commercial projects, Aqua Pearl is intended for use by professional applicators but is easily installed.

Benefits:

- * Proven durability
- * Extreme etch resistance
- * High compressive strength
- * Traditional or spray application
- * Ease of Maintenance
- * Aqua Pearl Accents

Preparation: Only apply Aqua Pearl to a sound surface, free of oil, dirt, algae or any other foreign substance. Previously applied paints or sealers must be removed by acid washing and/or sand blasting. If you use acid to clean or etch the surface, neutralize with baking soda or soda ash and thoroughly rinse with water. Any refinished pool must be undercut an appropriate distance around all tile, return lines, light fixtures, and main drains. All weepers and plumbing leaks should be repaired at least 24 hours prior to applying the Aqua Pearl. If re-finishing the pool, Magicote or other bonding agent must be applied as a scratch coat 24 hours prior to applying Aqua Pearl.

Mixing:

1. Using standard mixing equipment, it is important to blend each batch for the same amount of time.
2. Mix the Aqua Pearl with approximately 1¼ to 1½ gallons of potable water per 80 lb. bag.
3. Start the mixing procedure by adding approximately 2/3 of the total water required to the mixer followed by the Aqua Pearl. Mix approximately 3 minutes, then add the remaining water.
4. Mix the completed batch for at least 8 minutes to insure a proper blend of all ingredients.
5. Before using any jobsite additives, please consult your Aqua Pearl Product Service Representative.



2402 Clark Street Unit 1 • Apopka, FL 32703 • 866-248-1145

www.magicmarciteinc.com

Application: Aqua Pearl may be applied by either spray or conventional methods. Apply Aqua Pearl over a lightly dampened surface [no standing water] to a uniform thickness of approximately 3/8". Substrate conditions will have a direct relationship on the thickness of application and coverage rates per bag. If the application must be interrupted, finish to a natural break to prevent joints from showing. Aqua Pearl should be applied in temperatures above 40° F.

Curing: Care should be taken to protect Aqua Pearl from rapid drying conditions like high wind, high temperature or low humidity. Such precautions may include fogging or misting the surface or placing a protective covering over the pool. The cover should NOT be placed directly on the plaster surface.

Filling Procedures: When filling a pool, it is important to do so without interruption. Fill the pool as rapidly as possible. All fill hoses should have a sock or cloth on the end with the hose end in the water. Do NOT allow the hose to lay on the plaster surface as it will leave a mark.

Water Chemistry: The pool water must be carefully balanced from the initial fill and constantly maintained within the recommended APSP guidelines. Maintaining proper chemical balance from the first fill is essential to maximize the life of the pool surface. Please consult with your Aqua Pearl Product Service Representative concerning start-up techniques and maintenance programs.

Use the chemical parameters below to balance and maintain your pool. The chemistry will help preserve the pool finish. Additional chemicals are recommended for sanitation. The PH and alkalinity MUST be checked and adjusted to the recommended level EVERY OTHER DAY for the first 30 days.

PH	7.2 - 7.4
Total Alkalinity	80 - 100 ppm
Calcium Hardness	200 - 300 ppm
Cyanuric Acid	Less than 50 ppm
Sequest Agent	Follow maintenance dose recommendations to insure a residual

Coverage: Each 80 lb. bag covers approximately 12 - 15 sq. feet on "NEW" construction and 13 - 17 sq. feet on "RENOVATION" at 3/8" to 1/2" thickness. Coverage rates may vary depending on method of application and condition of substrate.

Packaging: Aqua Pearl is packaged in 80 lb. heavy duty poly lined bags.

WARNINGS: Product is alkaline on contact with water. During mixing or application, avoid contact with eyes or skin. In case of such contact, flood eyes repeatedly with water and CALL PHYSICIAN. Do not take internally. Wear NIOSH approved dust mask during mixing procedures.

Magicolors

Exposed Aggregate Pool Finish

Description: Magicolors finishes are blends of specially selected quartz and other aggregates, polymer fortified white Portland cement and colorful quartz accents. Magicolors provides the proven durability of exposed aggregate finishes as an alternative to traditional pool plaster. Magicolors variety in color and texture offers customers almost limitless flexibility in poolscape design. Ideal for residential or commercial projects. Magicolors is easily installed but intended for use by professional applicators.

Benefits:

* Proven durability	* Traditional or spray application
* Extreme etch resistance	* Ease of Maintenance
* High compressive strength	* Aqua Pearl Accents

Preparation: Magicolors should be applied to a sound surface, free of oil, dirt, algae or any other foreign substance. Previously applied paints or sealers must be removed by acid washing and/or sand blasting. If you use acid to clean or etch the surface, neutralize with baking soda or soda ash and thoroughly rinse with water. In addition to, or in partial replacement of, the procedures mentioned above, Magicote can be used as a bonding coat. Re-finished pools must be undercut an appropriate distance around all tile, return lines, light fixtures and main drains. All weepers and plumbing leaks should be repaired at least 24 hours prior to plaster application.

Mixing:

1. Using standard mixing equipment, it is important to blend each batch for the same amount of time.
2. Mix Magicolors with approximately 1½ to 1¾ gallons of potable water per 80 lb. bag.
3. Start the mixing procedure by adding approximately 2/3 of the total water required to the mixer followed by Magicolors. Mix approximately 3 minutes, then add the remaining water.
4. Mix the completed batch for at least 8 minutes to insure a proper blend of all ingredients.
5. Before using any jobsite additives, please consult your Magicolors Product Service Representative.



2402 Clark Street Unit 1 • Apopka, FL 32703 • 866-272-4836

- Application:** Magicolors may be applied by either spray or conventional methods. Apply Magicolors over a lightly dampened surface [no standing water] to a uniform thickness of approximately 3/8". Substrate conditions will have a direct relationship on the thickness of application and coverage rates per bag. If the application must be interrupted, finish to a natural break to prevent joints from showing. Magicolors should be applied in temperatures above 40° F.
- Curing:** Care should be taken to protect Magicolors from rapid drying conditions like high wind, high temperature or low humidity. Such precautions may include fogging or misting the surface or placing a protective covering over the pool. The cover should NOT be placed directly on the plaster surface.
- Filling Procedures:** When filling a pool, it is important to do so without interruption. Fill the pool as rapidly as possible. All fill hoses should have a sock or cloth on the end with the hose end in the water. Do NOT allow the hose to lay on the plaster surface as it will leave a mark.
- Water Chemistry:** The pool water must be carefully balanced from the initial fill and constantly maintained within the recommended APSP guidelines. Maintaining proper chemical balance from the first fill is essential to maximize the life of the pool surface. Please consult with your Magicolors Product Service Representative concerning start-up techniques and maintenance programs.
- Use the chemical parameters below to balance and maintain your pool. The chemistry will help preserve the pool finish. Additional chemicals are recommended for sanitation. The PH and alkalinity MUST be checked and adjusted to the recommended level EVERY OTHER DAY for the first 30 days.
- | | |
|------------------|--|
| PH | 7.2 - 7.4 |
| Total Alkalinity | 80 - 100 ppm |
| Calcium Hardness | 200 - 300 ppm |
| Cyanuric Acid | Less than 50 ppm |
| Sequest Agent | Follow maintenance dose recommendations to insure a residual |
- Coverage:** Each 80 lb. bag covers approximately 20 - 25 sq. feet at 3/8" thickness. Coverage rates may vary depending on method of application and condition of substrate.
- Packaging:** Magicolors is packaged in 80 lb. heavy duty poly lined bags.
- WARNINGS:** Product is alkaline on contact with water. During mixing or application, avoid contact with eyes or skin. In case of such contact, flood eyes repeatedly with water and CALL PHYSICIAN. Do not take internally. Wear NIOSH approved dust mask during mixing procedures.

The interior finish of a pool is the only cosmetic part of the pool that is handcrafted in an uncontrolled environment.

KRYSTALKRETE / SUNSTONE

- Step 1. Prep the pool surface according to manufacturer's recommendations.
- Step 2. Drain all water from equipment and pipes and/or plug return lines before application.
- Step 3. If calcium chloride is needed, pre-dilute and screen calcium chloride in 5-gallon buckets of water, one for each batch.
Excess calcium (1.5%+) causes trapped moisture (graying/hydration), rapid drying causing checking and/or crazing, poor bonding and the inability to close off, working the water, air and fines to the surface.
- Step 4. Add a measured amount of water to mixer. Too much water weakens the surface and can dry too rapidly causing crazing and/or check cracking.
- Step 5. Add proper number of bags according to mixer capacity. Make sure to box different batch numbers.
- Step 6. Mix 6 to 8 minutes. Short mix times creates a false set, prolong mix times get ahead of the plasterers.
- Step 7. Apply evenly (min $\frac{3}{8}$ ", max $\frac{3}{4}$ "). The use of a $\frac{3}{8}$ " calibrated rake helps.
- Step 8. Fill in spike holes with aggregate and cement, not just cream.
- Step 9. Finish trowel for a good bond, and smooth finish as you would a plaster pool.
- Step 10. Troweling spreads, smooths and compresses the mixture driving the larger aggregates back and bringing the mediums and smaller aggregates forward. At the same time troweling works the cement paste, mix water and air to the surface. Reduction of the amount of water and air, in the mixture, helps reduce hydration problems (graying/trapped moisture), shrinkage and the degree of check cracking and/or crazing.
- Step 11. During final trowel remove accumulated excess paste with trowel from surface into a bucket for disposal. This will help expose the aggregate and reveal divots, spike holes, or trowel marks for immediate repair.
- Step 12. When the surface starts to set-up (harden) lightly wet the surface using the sprayer. Do not remove the cream with the sprayer. Just wet the surface.
- Step 13. Using a medium bristled brush, brush the surface of the pool. This is how you remove the cream from the top down. It may be necessary to repeat the wetting and brushing sequence to achieve the desired texture and look to the finish.
- Step 14. Repeat the hard troweling after you have exposed the surface to achieve a tighter finish.
- Optional:** Carefully water wash, not to over expose, followed by a light acid wash after 4 hours.
- Step 15. Be cautious not to expose too much aggregate or the surface of the pool will become rough.
- Step 16. It is important to expose the areas of the pool that tend to harden quicker. For example: Start on the wall of the pool that is in direct sunlight before moving to the shadowed areas.
- Step 17. If you are not sure how the surface of the pool should look and feel, compare it to the sample that you have.

Acid Wash: Use full strength muriatic acid with 3 ounces of liquid dish soap mixed with each gallon. Totally saturate the floor and walls with water and keep them wet. This prevents the full strength acid and soap solution from being sucked into the plaster as well as preventing the solution from drying before you have a chance to brush and rinse. Always acid wash up from the deep end to the shallow end and from the cove up to prevent streaking. Leave 100 gallons of water in the bowl with bicarb to neutralize the acid before pumping to waste.

Tech Note: This is a cement-based product and is susceptible to extreme environmental conditions. It is imperative to follow water to cement ratios, mix times, avoid excess calcium chloride, and maintain an even thickness to avoid problems. Every pool is different starting with the shell, location of the pool, water source, ground water, etc. A well-monitored start-up procedure can help correct uncontrollable job site conditions if controllable conditions are addressed.

Material usage averages 15-25 square feet per bag. Job site conditions vary. Applicators should determine the number of bags needed on a per job basis. These are approximates and every job is different. 15 sq. ft. per bag for chipped out renovations, 20 sq. ft. per bag for new construction (check the shell), 25 sq. ft. per bag for renovation that has a relatively smooth substrate with scratch coat such as AquaBond™ or PermaCoat™.

Pool Shell Preparation

The interior cementitious finish of a pool is the only cosmetic part of a pool that is handcrafted in an uncontrolled environment. For this reason it is **absolutely imperative** that supervision of the shell and shell preparation prior to plastering be carefully monitored and any questionable areas corrected. This includes:

CONSTRUCTION

1. High or low spots in the shell **need** to be ground down or filled to help the applicators apply a consistent $\frac{3}{8}$ inch approximate minimum finish thickness. Hydration problems can occur if the finish is applied too thick or too thin.
2. Weepers, return and suction lines **must** be sealed with hydraulic cement at least seven days prior to cleaning and acid washing the pool shell. Possible voids may create leaks and gray streaks.
3. After a **minimum 28 day cure**, the pool shell should be de-watered, cleaned, and acid washed. De-watering is important to assure a reasonably dry shell. Extremely wet areas in the shell will cure differently and create shaded areas. **Example: A wet bowl can cause a halo around the main drain.**
4. The equipment and electric hook up **must** be in place before the final finish is applied. Proper fire-up, immediately following the Pool fill, helps correct any environmental problems the applicators may experience during the finish application.
5. "Where uncontrollable ground water or rainy season is prevalent" a dead line **must** be installed.
5. Acid wash, neutralize, and rinse entire pool surface to remove efflorescence, and debris.
The use of a scratch coat AquaBond™ or PermaKote™ is recommended to promote a good bond and even curing when the shell has porosity problems. This includes renovation as well as new construction.

RENOVATION

7. Inspect the existing pool surface for degradation and stains. There is usually a reason why these problems occur. Re-plumb chlorinators with a Hartford Loop, tether floaters, remove metallic pool fittings including pipe and replace with plastic. Replace bronze gate valves with plastic ball valves, install by-passes on heaters, and discontinue the use of metallic algaecides. If the pool is stained always lower the pH and add a testable sequestering agent to pre-release any existing metal stains that exist within the plumbing system for at least a week. This will help prevent metallic stains from re-staining the new finish.
9. The use of a scratch coat such as AquaBond™ or PermaKote™ is recommended to promote even curing and a good bond over an existing finish. Whether shotcrete, gunite, poured, or hand packed, every pool shell is different because of location, environment, and especially the competency of the technicians on the job. **Assume nothing.** Be there and manage the job. The pool contractor is responsible for the entire construction of the pool, start to finish. We are dealing with a cementitious product that takes up to a year to cure. Follow manufacturer's recommended start-up procedures. Maintenance and operation is also critical during this 10 - 12 month period.

Renovations need inspection and correction of existing troublesome conditions to prevent the same unsightly circumstances from re-occurring.

AQUAVATIONS
Revised 1/17/01

Tools:

Pool finish material to complete the job at a minimum of $\frac{3}{8}$ inch
Experienced finishers
Sump pump
Acid wash drum or sprinkler can
Hoses
Brooms
Acid
3 ounces of liquid dish soap per gallon of acid needed
Mixer



PRODUCT DATA SHEET

Krystalkrete

DESCRIPTION

Krystalkrete®, Exposed Aggregate Pool finishes are blends of enriched White Portland cement and special Quartz aggregates. Krystalkrete® offers the pool builder an alternative to conventional pool finishes by using combinations of different quartz sizes and colors, as well as, a variety of pigments. Krystalkrete® is available in many attractive colors which allows the pool builder and homeowner limitless flexibility in tile and accessory selection. Although application and finishing techniques are not difficult to learn, Krystalkrete® is intended for use by professional applicators.

BENEFITS

Proven Durability • Extremely Etch Resistant • High Compressive Strength • AquaGem Color Quartz • Traditionally or Spray Applied • Easy Maintenance

PREPARATION

Krystalkrete® should be applied to a sound surface free of oil, dirt, algae or any other foreign substance. Previously applied paints or sealers must be removed by acid washing and/or sandblasting. Neutralize acid with baking soda or soda ash then thoroughly rinse with water. In addition to, or in partial replacement of the procedures mentioned above, PERMAKOTE™ can be used as a bonding coat. Re-finished pools must be undercut an appropriate distance around all tile, return lines, light fixtures and main drains [follow APSP and/or NPC standards]. All weepers and plumbing leaks should be repaired at least 24 hours prior to plaster application. Always follow "sound technical practices" as recommended by The National Plasters (NCP), The Association of Pool and Spa Professionals (APSP), and The American Concrete Institute (ACI).

MIXING

1. Using standard mixing equipment, it is important to blend each batch with the same amount of water and to mix each batch for the same amount of time.
2. Mix Krystalkrete® with approximately 1½ to 1¾ gallons of potable water per 80 lb. bag.
3. Start the mixing procedure by adding approximately two thirds of the total water requirements to the mixer, add Krystalkrete® then the balance of water.
4. Mix the completed batch for at least 8 minutes to ensure a proper blend of all ingredients.
5. Before using any jobsite additives, please consult your C.L. Industries Product Service Representative.

CURING

Care should be taken to protect Krystalkrete® from rapid drying conditions such as high wind, high temperature, low humidity. Such precautions may include fogging or misting the surface, or placing a protective covering over the pool. Cover should not be placed on the plaster surface.

FILLING PROCEDURES

When filling a pool it is important to do so without interruption of fill water. Fill pool as rapidly as possible. All fill hoses should have a sock or cloth on the end. Do not allow main hose length to lay on the aggregate surface as it will leave a mark.

WATER CHEMISTRY

Water chemistry should be maintained within +/- 0.3 on the Langelier Saturation Index. Chlorine should not exceed 3 PPM and Cyanuric acid levels should not exceed manufacturers' 40 to 80 PPM recommendations. For more information on chemical balance and the Saturation Index see recommendations from the NPC, National Plasterers' Council, www.npconline.org and APSP, Association of Pool & Spa Professionals, www.theapsp.org. Failure to monitor and maintain proper chemical balance will result in equipment damage as well as surface deterioration. Maintaining proper chemical balance is essential during the initial curing phase as well as routine maintenance to maximize the life of the pool surface.

COVERAGE

Each 80 lb. bag covers approximately 18–22 sq. feet. The surface condition will have a direct relationship on the thickness of application and the corresponding coverage rate per bag.

PACKAGING

Krystalkrete® is packaged in 80 lb. heavy duty 3-ply paper bags with polyethylene moisture barrier linings.

WARNING

Product is alkaline on contact with water. During mixing or application, avoid contact with eyes or skin. In case of such contact, flood eyes repeatedly with water and call physician. Do not take internally. Wear NIOSH approved mask during mixing procedures.

C.L. Industries

PO Box 490180 • Leesburg, FL 34749-0180

407/608-5481 • 800/333.2660 • www.clindustries.com

EXHIBIT "1"



MATERIAL SAFETY DATA SHEET

Krystalkrete

Section 1: Chemical Product and Company Information

Product/Chemical Name: Krystalkrete
General Use: Interior Swimming Pool Finish
Manufacturer: C.L. Industries, 8188 South Orange Avenue, Orlando, FL 32859-3704
Emergency Telephone Number: (407) 851-2660
Telephone Number for Information: (407) 851-2660
Date Prepared Revised: 11/07/2000

Emergency Overview

Section 2: Hazardous Ingredients/Identity Information

Hazardous components (Specific Chemical Identity: Common Name(s))
Portland cement, quartz, earth minerals and various admixes in a proprietary blend.
Portland cement may contain small amounts of hexavalent chromium.
Treat as respirable nuisance dust at
10mg/m3 Total Dust
5mg/m3 Respirable Dust

Section 3: Physical and Chemical Properties

Physical State:	Water Solubility: Slight
Appearance And Odor: Gray, White or Colored Powder. Odorless	Other Solubilities:
Odor Threshold:	Boiling Point: N/A
Vapor Pressure: ?? mm Hg at ?? °F (?? °C) N/A	Freezing/Melting Point:
Vapor Density (Air=1): N/A	Viscosity:
Formula Weight:	Refractive Index:
Density:	Surface Tension:
Specific Gravity H₂O=1, At 4 °C: <3.0	% Volatile:
pH:	Evaporation Rate: N/A

Section 4: Fire Fighting Measures

Flash Point: ?? °F (?? °C) Non-Explosive, Non-Flammable
Flash Point Method: CC?, OC?, COC?
Burning Rate:
Autoignition Temperature: ?? °F (?? °C)
LEL: ??% v/v
UEL: ??% v/v
Flammability Classification: N/A
Extinguishing Media:
Unusual Fire or Explosion Hazards: N/A
Hazardous Combustion Products:
Fire-Fighting Instructions: This product will not burn.

Section 5: Stability and Reactivity

Stability: Is stable at room temperature in closed containers under normal storage and handling conditions
Polymerization: Hazardous Polymerization cannot occur.
Chemical Incompatibilities: N/A
Conditions to Avoid:
Hazardous Decomposition Products: N/A

C.L. Industries

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EXHIBIT "1"



MSDS CONTINUED...

Krystalkrete

Section 6: Health Hazard Information

Primary Entry Routes: Inhalation, Skin, Ingestion

Acute Effects

Eye: Dust can irritate the eyes and upper respiratory system (Acute). Dust may cause inflammation of the tissue linings of the eyes and cornea (Chronic).

Skin: Slurry can dry the skin and cause alkali burns.

Carcinogenicity: NTP - Not Determined IARC - OSHA -

Medical Conditions Aggravated by Exposure: Contact dermatitis. Respiratory disorders may be aggravated by exposure.

Emergency and First Aid Procedures

Inhalation: Remove from exposure

Eye Contact: Irrigate eyes with gentle flowing water. Seek medical attention.

Skin Contact: Wash skin with soap and water.

Ingestion: Contact physician.

After first aid, get appropriate in-plant, paramedic, or community medical support.

Section 7: Spill, Leak and Disposal Procedures

Spill/Leak Procedures: Sweep up material; follow good housekeeping procedures. Wear personal protective equipment. Emergency procedures are not required.

Containment: Do not release into sewers or waterways.

Regulatory Requirements: Follow applicable OSHA regulations (29 CFR 1910.120).

Disposal: Follow applicable federal, state and local regulations

Disposal Regulatory Requirements:

Container Cleaning and Disposal: Ecological Information:

EPA Regulations:

RCRA Hazardous Waste Number: Not listed (40 CFR 261.33)

RCRA Hazardous Waste Classification (40 CFR 261.??): Not classified

CERCLA Hazardous Substance (40 CFR 302.4) listed/unlisted specific per RCRA, Sec. 3001; CWA, Sec. 311 (b)(4); CWA, Sec. 307(a), CAA, Sec. 112

CERCLA Reportable Quantity (RQ), ?? lb (?? kg)

SARA 311/312 Codes:

SARA Toxic Chemical (40 CFR 372.65): Not Listed

SARA EHS (Extremely Hazardous Substance) (40 CFR 355): Not Listed, Threshold Planning Quantity (TPQ)

OSHA Regulations:

Air Containment (29 CFR 1910.1000, Table Z-1, Z-1-A): Not Listed

OSHA Specifically Regulated Substance (29 CFR 1910.???)

State Regulations:

C.L. Industries

PO Box 490180 • Leesburg, FL 34749-0180

407/608-5481 • 800/333.2660 • www.clindustries.com

EXHIBIT "1"



GENERAL INFORMATION

ONE PART Permakote is a cementitious bonding agent with highly modified polymer additives providing superior chemical and mechanical bonding for underwater use. Permakote provides a strong link between properly prepared substrates and new plaster.

Permakote can be applied over most properly prepared masonry surfaces after 28 days including formed and poured, shotcrete (wet or dry), for the application of tile, pool, and water feature plaster.

FEATURES AND BENEFITS:

1. Coverage 250–300 sq. ft. (approx. 23–27 sq. meters) depending on the coarseness of the substrate
2. Simplified mixing
3. Economical, no waste, one component blend
4. Superior bond
5. Provides uniform stabilization of substrate promoting even drying
6. Reduces unnecessary substrate preparation
7. Virtually eliminates pop-offs and delamination when properly applied

PACKAGING:

Permakote is factory pre-blended in convenient 80 lb. (36.3 kg) bags of specially prepared Portland cement, oven dried quartz aggregate, and water activated modified polymer admixes.

SURFACE PREPARATION:

The use of foreign compounds on the receiving cementitious substrate is not permitted.

NEW CONSTRUCTION:

The substrate should be free of laitance. Remove foreign materials including any crystallization, form release agents, algae, fungus, rust, etc. by sand blasting, water blasting preferably with a Turbo Tip, or acid washing. To be waterproof all penetrations must be properly filled and compacted before Permakote is applied.

REMODEL:

Thoroughly inspect receiving surface for hollows, loose and/or chemically damaged soft plaster removing all suspect materials. Acid washing must be followed by neutralization with sodium bicarbonate (baking soda).

Painted and fiberglass coatings over cementitious surfaces should be sand blasted, water blasted or scarified to a rough surface, making sure all previous foreign coatings are removed.

Undercut tile and around fittings a minimum of 3 inches (approx. 7.5 cm).

NOTE: All preparations require a thorough wash down by pressure washing to remove all chemical residues.

MIXING:

State-of-the-art dry catalyzing resins have been scientifically factory blended and require only the addition of potable water to activate their special qualities.

The jobsite addition of any liquid acrylic, polymer, or latex additives will adversely affect the coverage, ease of use, and unnecessarily increase the applied cost.

Permakote requires 8 quarts (7.5 liters) of potable water per 80 lb. (36.3 kg) bag of dry mix. Partial bags of Permakote may be mixed using the same proportional formula.

Example: 1 quart (approx. 0.9 L) per 10 lbs. (approx. 4.5 kg)

Add a proportionate amount of potable water into a suitable flat bottom mixing container (5 gallon – 19 L bucket). While continuously mixing, add Permakote and continue mixing for 2 -3 minutes. Allow to slake for 2 minutes and remix.

Permakote may be made thicker or slightly thinner by the addition or deletion of water although the above proportions are for optimal bonding performance, workability, and coverage.

METHODS OF APPLICATION:

1. Heavy nap roller 1½ inch (approx. 3.0 cm) & masonry brush
2. Hopper gun and masonry brush
3. Masonry brush for smaller applications

APPLICATION:

Apply Permakote only when the substrate and ambient temperatures are 40° F (4° C) and rising and under 100°F (38° C) to a damp not wet surface. Never apply in freezing temperatures.

Permakote should be used promptly. Only mix amounts to be used within 30 minute intervals. Do not allow to stand unused.

Regardless of the method of application used it is recommended that the mixed Permakote be applied first to steps. If using the heavy nap roller method allow material to set for 1 – 2 minutes before back-rolling with a clean 1½ inch (approx. 3.0 cm) heavy nap roller to stipple creating a rough textured surface. NOTE: Permakote is ready to be back-rolled when the roller pulls the material into peaks that stand and do not sag. The hopper gun and masonry brush method should be back-rolled if needed to create rough finish.

Starting next to steps continue coating the entire wall surface to the floor using the same procedure around the pool walls. Promptly move to the deep end of the pool. Coat the entire floor following the same procedure and back rolling to the steps.

Permakote may be re-tempered 1 time with a small addition of water while mechanical mixing.

Wash tools with water promptly after use. Caution: Permakote is designed to stick tenaciously to all surfaces. DO NOT allow Permakote to dry on any unwanted surfaces. It can only be removed by **vigorous** mechanical action and/or harsh chemicals.

CURING:

Permakote will reach minimum cure in 6 hours. Cooler temperatures and low humidity could extend the minimum to 12 hours, but preferably overnight. Plaster should not be applied before 6 hours. Overnight curing is recommended.

COVERAGE:

80 lbs. (36.3 kg) Coverage 250 – 300 sq. ft. (approx. 23 – 37 sq. meters) depending on surface conditions, viscosity of mix, and thickness.

PLASTERING:

Apply a light mist of clean potable water to Permakote prior to plastering. Inspect to make sure no foreign material has settled on Permakote that could prevent proper bonding. Plaster must be applied within 2 weeks or an additional coat is required. Minimum $\frac{3}{8}$ – $\frac{1}{2}$ inches (0.95 – 1.3 cm) plaster for most surfaces.

WARRANTY:

INSTALLERS: The installer shall have had at least 2 years experience with bonding agents and demonstrate that they have successfully installed and completed similar projects with the same scope and size.

Installer shall provide at least one experienced technician during the application. Installer shall provide an affidavit stating that all of the Manufacture's recommendations were followed with pictures.

MATERIALS: Packaging of the 80 lb. (36 kg) bags shall be protected before, during and after installation from heat and moisture, off the ground and covered with moisture proof heavy plastic sheeting.

The pre-blended factory material shall be mixed with potable water to a consistency prescribed by the manufacturer's water to cement ratio for the chosen application method.

APPLICATION: Material can be sprayed, rolled or brushed to provide a rough surface that will facilitate the application of the finish coat that will help develop a good mechanical as well as a good chemical bond.

Please contact your C.L. Industries representative for any clarification before installation.

clindustries.com

1-800-333-2660

1-352-314-3201

Safety Data Sheet

May be used to comply with
OSHA's Hazard Communication
Standard, 29 CFR 1910.1200.
Standard must be consulted for
specific requirements.



U.S. Department of Labor
Occupational Safety and Health
Administration (Non-Mandatory
Form) Form Approved OMB No.
1218-0072

NOTE: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.

IDENTITY/TRADE NAME (as used on Label and List):

PermaKote Spray

GENERIC NAME:

SECTION I : IDENTIFICATION

MANUFACTURER'S NAME:

C.L. Industries

EMERGENCY TELEPHONE NUMBER:

1-800-222-1222

ADDRESS (NUMBER, STREET, CITY, STATE and
ZIP CODE):

8188 S. Orange Ave.

TELEPHONE NUMBER FOR INFORMATION:

800-333-2660

REVISION DATE: 8/11/2014

REPLACES: Jul-93

Orlando, FL 32809

SIGNATURE OF PREPARER (optional)

C. Rodriguez

To Purchasers/Users: This MSDS contains important safety, health and environmental information. Federal regulations require that employers make this information available to their employees. If you are a reseller of this product, you should supply a copy of this MSDS to purchasers.

SECTION II : HAZARD(S) IDENTIFICATION**EMERGENCY OVERVIEW:****POTENTIAL HEALTH EFFECTS**

Routes of Hazard

Inhalation; Ingestion; Skin Absorption

Basis for Determination

Under normal conditions use in well ventilated space, the concentration of minor components in the workplace will not exceed TLV or PEL limits.

EFFECTS OF ACUTE OVEREXPOSURE:

Ingestion may cause irritation or discomfort to stomach. Dust can irritate the eyes and upper respiratory system. Slurry can dry skin and cause alkali burns.

EXHIBIT "1"

EFFECTS OF CHRONIC OVEREXPOSURE:	Repeated and/or prolonged contact with skin may cause skin irritation and/or dermatitis. Dust may cause inflammation of the tissue linings of the eyes and cornea.
SIGNS AND SYMPTOMS OF EXPOSURE:	Reduced visibility, may cause unpleasant deposits in the eyes, ears, mouth and nasal passages. Difficulty breathing; abraded skin.
EYES AND SKIN:	Contact with eyes can cause irritation and redness which is transient. Prolonged contact with skin may cause skin irritation and dermatitis.
INHALATION AND INGESTION:	If ingested, give 2 glasses of water to drink. Call a physician.

SECTION III : COMPOSITION/INFORMATION ON INGREDIENTS

MATERIAL DESCRIPTION

COMMON NAME	CAS No.	OSHA PEL: mg/m3	ACGIH TLV: mg/m3
Residual Vinyl Acetate	108-05-4	10	10
Portland Cement			
Earth Minerals			
Various Addmixs in a proprietary blend			
Portland Cement may contain small amounts of hexavalent chromium.			
The components of this product are in compliance with the chemical notification requirements of TSCA.			
This product contains the following toxic chemical or chemicals subject to the reporting requirements of Section 313 of Title III of the Emergency Planning and Community Right-To-Know Act of 1986 and 40 CFR Part 372:			

SECTION IV : FIRST AID MEASURES

EYES:	Contact with eyes can cause irritation and redness which is transient. Irrigate eyes with continuously with gentle flowing water or at specified eyewash stations for at least 15 minutes. Seek medical attention.
SKIN:	Prolonged contact with skin may cause skin irritation and dermatitis. Wash exposed skin with soapy water. If rash or irritation occur, seek medical attention immediately.
INHALATION:	Remove from exposure into open air. Seek medical attention.

SECTION V : FIRE FIGHTING MEASURES

FLAMMABLE PROPERTIES:	
Flash Point: none	
Flammable Limits: none	
LEL:	not applicable
UEL:	not applicable
SUITABLE EXTINGUISHING MEDIA	none
UNUSUAL FIRE & EXPLOSION HAZARDS:	none

SPECIAL FIRE FIGHTING INSTRUCTIONS:	When solids in an emulsion burn, water, carbon dioxide and smoke are produced. Pyrolysis products may include acetic acid, acrolein, acetaldehyde and other monomer fragments from depolymerization.
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SECTION VI : ACCIDENTAL RELEASE MEASURES

SPILLS OR LEAK PROCEDURES: Material is not classified as a toxic pollutant or a hazardous substance under Section 307 and 311 of the Clean Water Act. Accidental releases can be cleaned up by sweeping, vacuuming, or flushing with water. Sweep up material; follow good housekeeping procedures. Wear personal protection equipment. Emergency procedures are not required.

SECTION VII : HANDLING AND STORAGE

Handling & Storage: In dusty environments, use NIOSH approved respirator.

SECTION VIII : EXPOSURE CONTROL/PERSONEL PROTECTION

ENGINEERING CONTROLS:	Use sufficient general area ventilation. Local exhaust may be necessary where Threshold Limit Values (TLV's) are exceeded or dusty conditions exist.
RESPIRATORY PROTECTION:	In dusty environments, the use of NIOSH approved respirators is recommended.
SKIN PROTECTION:	Gloves, boots and clothing to protect skin from prolonged contact. Shower with soap and water.
EYE PROTECTION:	Use of tight fitting goggles or glasses is recommended in dusty conditions.

SECTION IX : PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	Paste
COLOR:	NA
VAPOR PRESSURE:	of water
VAPOR DENSITY (Air-1):	of water vapor
SOLUBILITY IN WATER:	miscible
SPECIFIC GRAVITY:	1.4
EVAPORATION RATE:	NA
BOILING POINT:	100 degrees Celsius
ODOR:	NA

SECTION X : STABILITY AND REACTIVITY

CHEMICAL STABILITY:	Stable
INCOMPATIBILITY:	Products will react violently with any water sensitive material such as sulfuric acid, alkali metals such as sodium and calcium of metal hydrides.
CONDITIONS TO AVOID:	None

HAZARDOUS DECOMPOSITION:	None
HAZARDOUS POLYMERIZATION:	Will not occur.

SECTION XI : TOXICOLOGICAL INFORMATION

Not Available

SECTION XII : ECOLOGICAL INFORMATION

Not Available

SECTION XIII : DISPOSAL CONSIDERATIONS

Waste Disposal: Material is not classified as a hazardous waste under RCRA Section 3001. Use normal solid waste disposal procedures which are in compliance with Federal, State and Local Regulations.

SECTION XIV : TRANSPORTATION INFORMATION

D.O.T.: Not Available

SECTION XV : REGULATORY INFORMATION

Not Available

SECTION XVI : OTHER INFORMATION

The information contained in this Material Safety Data Sheet is believed to be reliable. No guarantee is implied or expressed regarding the accuracy of this information or the use of the product since the conditions for use are beyond our control. Nothing contained herein should be construed as a recommendation to use this product in conflict with existing patents covering any material or its use.



COLOR LIGHTNESS ANALYSIS

REPORT DATE: April 2018

COMPLETED BY: CTL GROUP

EXHIBIT "1"

AQUAVATIONS	DRY				WET			
	CIE VALUES			LRV	CIE VALUES			LRV
	L*	a*	b*		L*	a*	b*	
HYDRAZZO ARCTIC WHITE/GRECIAN WHITE	88.51	-0.78	4.66	73.1	84.72	-0.93	6.63	65.5
HYDRAZZO GULFSTREAM BLUE	83.09	-1.71	1.69	62.3	79.78	-1.99	2.14	56.3
HYDRAZZO BIMINI TEAL	87.68	-0.98	3.93	71.4	83.07	-1.37	5.13	62.3
HYDRAZZO SCANDANAVIAN ROSE	85.74	0.4	4.19	67.5	81.59	0.72	5.39	59.5
HYDRAZZO CATALINA BLUE	79.69	-4.76	-4.5	56.1	76.75	-5.83	-5.14	51.1
HYDRAZZO PACIFICO	83.58	-0.94	1.35	63.3	76.52	-1.27	2.49	50.7
HYDRAZZO OCEANA	84.35	-0.53	1.12	64.8	79.88	-0.72	2.65	56.5
HYDRAZZO OCEANA TURCHINO	82.47	-4.83	-0.93	61.2	76.27	-7.27	-0.56	50.3
HYDRAZZO BELLA AZURE	82.4	-5.04	-6.54	61.1	76.88	-7.1	-8.92	51.3
HYDRAZZO BELLA TURCHINO	85.44	-7.56	-0.49	66.9	81.1	-10.65	-0.37	58.7
KRYSTALKRETE AQUAMARINE	81.33	-0.78	4.66	59.1	79.39	-1	6.26	55.6
KRYSTALKRETE IVORY	81.98	-0.71	7.26	60.3	81.16	-0.72	7.83	58.8
KRYSTALKRETE KRYSTAL BLUE	82.31	-1.45	5.83	60.9	81.85	-1.51	5.79	60
SUNSTONE PEARL GOLDEN PEARL	84.69	-0.5	7.23	65.4	81.75	-0.36	7.71	59.8
SUNSTONE PEARL COVE BLUE	85.15	-1.35	7.48	66.3	84.58	-1.38	7.7	65.2
SUNSTONE PEARL WHITE PEARL	84.87	-1.07	7.83	65.8	83.97	-1.06	8.26	64
CRYSTALSTONES NATURAL STONE PEARL	80.54	0.1	6.32	57.6	74.7	-0.01	8.94	47.8
HYDRAZZO OCEANA AZURE	79.38	-3.58	-5.6	55.6	74.43	-4.67	-6.94	47.4
KRYSTALKRETE SUPER BLUE	78.82	-1.08	1.38	54.6	73.21	-1.71	1.3	45.5
KRYSTALKRETE BLUE QUARTZ	78.9	-1.36	0.95	54.8	75.57	-1.74	1.82	49.2
KRYSTALKRETE BLUE PEPPER	80.11	-0.5	2.7	56.9	73.73	-0.99	3.41	46.3

The samples were submitted as cast mortar tiles of varying size with formed side and bottom surfaces. The top surfaces were smooth to slightly rough with exposed aggregated particles. For each sample, measurements were first taken on the dry top surface. The surface was then placed under water for approximately 15 seconds lightly blotted to remove excess surface moisture, and re-tested in the wet condition. This analysis represents specifically the samples submitted.

Analysis Information:

***Instrument X-Rite Sphere Spectrophotometer, Model SP62, Serial Number 006194. *Specular component included.**

***For each moisture condition, three measurements were taken over the surface of the sample, reported values represent the average of these measurements.**

CIE Illuminant/standard observer: D65/10degree (daylight 6500k, 10degree observer). Description of CIE values:

L* = Light Reflectance Value. LRV is the measured CIE Y value. This report may not be reproduced except in its entirety.



METALLURGICAL, INC.

Home Office

2870 Stirling Road • Hollywood, FL 33020-1199
954/925-0499 • Miami 305/949-3166 • Fax 954/925-0988

INSPECTION REPORT

DATE Nov. 6, 1998

QCM JOB# 8KM-2736 CUSTOMER Aquavations Corp.

DESCRIPTION 2 samples. Tile

CUSTOMER ORDER# Verbal MATERIAL _____

INSPECTION SPECIFIED Coefficient of friction.

APPLICABLE SPECIFICATIONS _____

RESULTS OF INSPECTION

COEFFICIENT OF FRICTION

White Tile

Dry

1. 32.86	Average = 34.38
2. 34.18	
3. 35.84	Coeff. = .68
4. 34.64	

Wet

1. 32.94	Average = 34.86
2. 34.54	
3. 35.10	Coeff. = .69
4. 36.88	

Blue Tile

Dry

1. 40.86	Average = 40.17
2. 39.40	
3. 40.00	Coeff. = .80
4. 40.44	

Wet

1. 38.58	Average = 38.62
2. 39.22	
3. 38.32	Coeff. .77
4. 38.36	

Q C Metallurgical, Inc. assumes no responsibility
for losses of any kind due to interpretations.

jd

EXHIBIT "1"

BY

William Boss
William Boss

FORM #27

Hydrazzo Commercial & High Profile Projects

<u>Name of Project</u>	<u>Address</u>	<u>City</u>	<u>State</u>
Meridian on Sand Key	1200 Gulf Blv	Clearwater	FL
The Grand on Sand Key	1180 Gulf Blv	Clearwater	FL
YMCA Lansbrook	4550 Village Center	Palm Harbor	FL
Yacht & Tennis Club	9445 Blind Pass Rd	St. Petersburg	FL
Embassy Suites	513 S. Florida Ave	Tampa	FL
Crosswinds Colony	6900 20th Ave N.	St. Petersburg	FL
Osprey Club Waterpark	5721 Osprey Ridge Dr	Lithia	FL
Sacramento Manor	7300 24th St	Sacramento	CA
Waterford Grand	600 Waterford Way	Eugene	OR
The Groves at Richland	444 Elmington Ave	Nashville	TN
Champions Club	10132 Robert Trent Jones Pkwy	Trinity	FL
Fairfield Inn & Suites	2134 LaPort Rd	Waterloo	IA
Holiday Inn Express	2123 Franklin Blv, Ste 101	Eugene	OR
Grand Peaks / Lumina Apartments	2700 West Powell Blvd	Gresham	OR
Gordon Jewish Community Center	801 Percy Warner Blvd	Nashville	TN
Cartsports Athletic Club	4242 Commerce St	Eugene	OR
Hilton Garden Inn	3528 Gateway St	Springfield	OR
North Green Apartments	1800 Cal Young Rd	Eugene	OR
Plaza Inn & Suites	98 Central Ave	Ashland	OR
Lexington Oaks	26304 Lexington Oaks Blv	Wesley Chapel	FL
Worldmark	1331 Ocean Shores Blv SW	Ocean Shores	WA
Hampton Inn	3150 West 11th Ave	Eugene	OR
Aqua Tots	4018 Powell Rd	Powell	OH
Home 2 Suites	139 Circuit Lane	Jacksonville	NC
Home 2 Suites	667 E Milton Ave	Rahway	NJ
Home 2 Suites	7312 N Polo Dr	Kansas City	MO
Home 2 Suites	617 W Expressway 83	McAllen	TX
Home 2 Suites		Camarillo	CA
Home 2 Suites		Roswell	GA
University Colorado Wellness Center	1800 Grant St, Ste 800	Denver	CO
River Canyon Estates	19535 Holly Grape St	Bend	OR

<u>Zip Code</u>	<u>Contact</u>	<u>Phone</u>	<u>Color</u>	<u>Builder/Installer</u>
33767	Debra Agamaite	727-517-7620	Scan Rose	Pennisula Cement Finishing
33767		727-596-7970	Bimini Teal	Pennisula Cement Finishing
34685		727-442-5810	Gulfstream Blue	Pennisula Cement Finishing
33704		727-367-5659	Scan Rose	Pennisula Cement Finishing
33602	Ryan Duve	219-736-7770	Gulfstream Blue	Pennisula Cement Finishing
33710		727-381-9011	Bimini Teal	Pennisula Cement Finishing
33547		813-654-6360	Gulfstream Blue	The Pool Doctor
95826		916-519-4998	Arctic White	Geremia Pools/C&R Plastering
97401		541-636-3329	Gulfstream Blue	Emerald Pools
37205		615-297-8587	Grecian White	Langley & Taylor
34655		727-375-8480	Grecian White	The Pool Doctor
52402		319-493-0686	Arctic White	Pool Tech Midwest
97403		541-342-1243	Arctic White	Emerald Pools
97030		503-666-2500	Arctic White	Emerald Pools
37205	Frank Oliveto	615-356-7170	Grecian White	Langley & Taylor
97402		541-687-2255	Gulfstream Blue	Emerald Pools
97477		541-736-3000	Arctic White	Emerald Pools
97405		541-484-1822	Arctic White	Emerald Pools
97520	Atul Patel	206-948-0333	Arctic White	Emerald Pools
33544		813-907-8718	Gulfstream Blue	The Pool Doctor
98569		425-498-3573	Arctic White	Emerald Pools
97402			Arctic White	Emerald Pools
	Sarah Smith	614-682-8687	Gulfstream Blue	
28546		910-355-3500	Arctic White	
7065		732-388-5500	Arctic White	
64153		844-335-8284	Arctic White	
78503			Arctic White	
			Arctic White	
			Arctic White	
			Arctic White	
80203		303-860-5600	Grecian White	
97702		541-385-7799	Arctic White	

Type

Condominium
Condominium
Athletic Facility
Club
Hotel
Condominium
Community Waterpark
Senior Living
Assisted Living
Condominium
Country Club
Hotel
Hotel
Apartments

Athletic Facility
Hotel
Apartments
Hotel
Apartments
Resort
Hotel
Swim School
Hotel
Hotel
Hotel
Hotel
Hotel
Hotel
Athletic Facility

Surface Preparation

BOND KOTE Surface Preparation System



MANUFACTURER:

SGM, Inc.
1502 SW 2nd Place
Pompano Beach, FL 33069-3220
(800) 641-9247
(954) 943-2288
Fax: (954) 943-2402
www.sgm.cc
sales@sgm.cc

TECHNICAL DATA

To date, no specifications have been industry approved. Our material is tested and certified by independent laboratories. All data is given in good faith, however, we reserve the right to change products and specifications without notice. SGM advises interested parties to satisfy themselves as to the accuracy of any data and seek certification if appropriate.

CHARACTERISTICS:

- Superior bonding capability
- High flexural strength
- Eliminates excessive substrate preparation
- Virtually eliminates delamination problems
- Saves labor and equipment costs
- Provides even hydration while plastering

LIMITATIONS:

All materials and surfaces to be coated should remain between 50°F degrees to 120°F degrees 24 hours prior and 24 hours after installation. Do not apply in rain or extremely high humidity.

SGM Bond Kote is a specially formulated two part cementitious coating, designed to be used as an ideal substrate to mechanically bond pool plaster over existing plaster finishes.

Protect "Liquid Resin" from freezing. Plaster should be applied to Bond Kote within 14 days or reapply Bond Kote. **DO NOT USE OVER PAINTED OR PLASTIC FINISHES.**

PACKAGING:

SGM Bond Kote is formulated in units consisting of (2) two 65lb. bags of a factory blended dry cement mix and (1) one 5 gallon container of liquid resin.

SURFACE PREPARATION:

Check completely for hollow areas and remove all loose plaster. Remove all mildew, algae, fungus and rust by either sand blasting or with an acid wash which must be followed by neutralization with soda ash. If surface is unusually soft, painted, peeling or flaking, then surface must be heavily sanded or water blasted. Regardless of method used, thoroughly wash down with "jet nozzle" hose and let pool drain until there is no standing water present. **NOTE: Special attention is required on pools below water table and or leaking.**

MIXING:

Make sure "liquid resin" is mechanically agitated before use to disperse all settled solids. Then pour "liquid resin" (5 gallon) into a clean mixing container with flat bottom. Add Bond Kote (two 65 lb. bags) while continuously mixing with mechanical mixer. Continue mixing for 2-4 minutes until Bond Kote is completely dispersed. **NEVER USE LESS THAN 115 lbs. OF DRY MIX PER 5 GALLONS OF LIQUID RESIN.**

APPLICATION:

To check consistency of material, apply

Bond Kote with 1-1/4" nap roller onto a vertical test area. Let material set for 1 minute; then, using a clean textured roller, rough up surface to desired finish. Material thickness can be adjusted by adding a small amount of "cement mix" if too thin or "liquid resin" if too thick, adjust only 1 time. **DO NOT RE TEMPER MIX.** Once Bond Kote is mixed to correct consistency, apply immediately, do not let material stand unused. Apply, mixed Bond Kote with 1-1/4" nap roller to steps at shallow end of pool and let material set for approximately 1 minute; then, rough up surface to desired finish with clean textured roller as done in test area. Continue this same process with the wall areas and then proceed to the floor surface last. Starting at deep end of pool make sure application is uniform in thickness and texture.

CURING:

Minimum cure is reached in 6 hours; setting and drying time may vary according to atmospheric conditions. For best results wait 24 hours before plastering.

PLASTERING:

Mist Bond Kote with clean cool water prior to plastering to permit proper hydration. Make sure Bond Kote is free of any foreign matter before plastering.

COVERING:

One unit covers 450-500 square feet of surface area.

CLEAN UP/STORAGE:

Clean hands, tools and containers with warm soapy water.

NOTE: USE NEW ROLLER WITH EACH APPLICATION.

Services Department.

(800) 641-9247

(954) 943-2288

Fax: (954) 943-2402

www.sgm.cc

ts@sgm.cc

WARRANTY:

SGM Inc. warrants this product will perform in accordance with its intended use for a period of one year from the date of manufacture. Any claim for defective product must be submitted in writing to SGM Inc. and samples of defect must be provided. SGM Inc.'s sole obligation will be to replace any product determined to be defective by SGM Inc. EXCEPT AS PROVIDED HEREIN, SGM INC. MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL SGM INC. BE LIABLE FOR DAMAGES OF ANY KIND OR NATURE, WHETHER ARISING BY CONTRACT, TORT OR OTHERWISE. SGM INC.'S SOLE OBLIGATION WILL BE TO REPLACE ANY PRODUCT DETERMINED BY SGM INC. TO BE DEFECTIVE.

MAINTENANCE:

Bond Kote lifetime will be greatly enhanced through proper and regular maintenance. Test and record water chemistry values once a week, and adjust as indicated per water-balance table recommendations. Brush entire pool, walls and floor weekly. Remove any debris and foreign materials immediately to prevent staining. Check and maintain filter, pump motor and skimmer baskets to maintain proper flow and filtering action. If unable to perform regular weekly maintenance, the services of a qualified licensed pool service professional should be obtained.

TECHNICAL SERVICES:

Technical assistance, including more detailed information, product literature, test results, project list, samples, assistance in preparing project specifications and arrangements for job site inspection and supervision, is available by contacting Technical



SAFETY DATA SHEET

1. Identification

Product identifier **Bond Kote**
Other means of identification None.
Recommended use Cement is used as a binder in concrete and mortars that are widely used in construction.
Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor Information

Supplier

Company name Southern Grouts and Mortars, Inc.
Address 1502 SW 2nd Place
Pompano Beach, Florida 33069
Telephone number (954) 943-2288
Fax (954) 943-2402
Contact name Technical Manager
Website WWW.SGM.CC
Emergency telephone number (954) 943-2288

2. Hazard(s) identification

Physical hazards Not classified.
Health hazards
Skin corrosion/irritation Category 2
Serious eye damage/eye irritation Category 1
Sensitization, skin Category 1
Carcinogenicity Category 1A
Specific target organ toxicity, single exposure Category 3 respiratory tract irritation
Specific target organ toxicity, repeated exposure Category 2 (Lung)

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Causes skin irritation. Causes serious eye damage. May cause an allergic skin reaction. May cause cancer. May cause respiratory irritation. May cause damage to organs (Lung) through prolonged or repeated exposure.

Precautionary statement

Prevention Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe dust. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection. Wash thoroughly after handling. Contaminated work clothing must not be allowed out of the workplace.
Response If on skin: Wash with plenty of water. If skin irritation or rash occurs: Get medical advice/attention. Take off contaminated clothing and wash before reuse. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor.
Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information Product becomes alkaline when exposed to moisture.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Quartz	14808-60-7	30-75
Portland Cement	65997-15-1	15-40

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation Inhalation of wet product not foreseeable route of exposure. If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a POISON CENTER or doctor/physician if you feel unwell.

Skin contact Remove contaminated clothing immediately and wash skin with soap and water. In case of eczema or other skin disorders: Seek medical attention and take along these instructions. Wash contaminated clothing before reuse.

Eye contact Do not rub eyes. Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.

Ingestion Never give anything by mouth to a victim who is unconscious or is having convulsions. DO NOT INDUCE VOMITING. Rinse mouth thoroughly with water and give large amounts of water, if person is conscious. Get medical attention.

Most important symptoms/effects, acute and delayed Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Dusts may irritate the respiratory tract, skin and eyes. Coughing. Discomfort in the chest. Shortness of breath. Skin irritation. May cause redness and pain. May cause an allergic skin reaction. Dermatitis. Rash. Prolonged exposure may cause chronic effects.

Indication of Immediate medical attention and special treatment needed Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.

General Information IF exposed or concerned: Get medical advice/attention. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Wash contaminated clothing before reuse.

5. Fire-fighting measures

Suitable extinguishing media Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Use fire-extinguishing media appropriate for surrounding fire.

Unsuitable extinguishing media None known.

Specific hazards arising from the chemical During fire, hazardous combustion products are released that may include: Carbon oxides (COx).

Special protective equipment and precautions for firefighters Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

Fire fighting equipment/instructions Move containers from fire area if you can do so without risk.

Specific methods Use standard firefighting procedures and consider the hazards of other involved materials.

General fire hazards No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. Avoid inhalation of dust from the spilled material. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing.

Methods and materials for containment and cleaning up

Stop the flow of material, if this is without risk. If sweeping of a contaminated area is necessary use a dust suppressant agent which does not react with the product. Prevent entry into waterways, sewer, basements or confined areas. For a dry material spill, use a HEPA (high efficiency particle air) vacuum to collect material and place in a sealable container for disposal. Avoid dust formation. For a wet spill, absorb or cover with dry earth, sand or other non-combustible material and transfer to containers for disposal. Neutralize the spill area. Use materials that can withstand the potentially corrosive nature of this product. Do not get water inside containers. Use materials that can withstand the potentially corrosive nature of this product. Do not get water inside containers. Following product recovery, flush area with water.

Environmental precautions

Prevent further leakage or spillage if safe to do so.

7. Handling and storage**Precautions for safe handling**

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Minimize dust generation and accumulation. Provide appropriate exhaust ventilation at places where dust is formed. Static electricity and formation of sparks must be prevented. Do not breathe dust. Do not get this material in contact with eyes. Avoid contact with eyes, skin, and clothing. Avoid prolonged exposure. Should be handled in closed systems, if possible. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection**Occupational exposure limits****US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value	Form
Portland Cement (CAS 65997-15-1)	PEL	5 mg/m ³	Respirable fraction.
		15 mg/m ³	Total dust.

US. OSHA Table Z-3 (29 CFR 1910.1000)

Components	Type	Value	Form
Portland Cement (CAS 65997-15-1)	TWA	50 mppcf	
Quartz (CAS 14808-60-7)	TWA	0.3 mg/m ³	Total dust.
		0.1 mg/m ³	Respirable.
		2.4 mppcf	Respirable.

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Portland Cement (CAS 65997-15-1)	TWA	1 mg/m ³	Respirable fraction.
Quartz (CAS 14808-60-7)	TWA	0.025 mg/m ³	Respirable fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
Portland Cement (CAS 65997-15-1)	TWA	5 mg/m ³	Respirable.
		10 mg/m ³	Total
Quartz (CAS 14808-60-7)	TWA	0.05 mg/m ³	Respirable dust.

Biological limit values

No biological exposure limits noted for the Ingredient(s).

Exposure guidelines

Occupational exposure to nuisance dust (total and respirable) and respirable crystalline silica should be monitored and controlled.

Appropriate engineering controls

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing. If engineering measures are not sufficient to maintain concentrations of dust particulates below the Occupational Exposure Limit (OEL), suitable respiratory protection must be worn. If material is ground, cut, or used in any operation which may generate dusts, use appropriate local exhaust ventilation to keep exposures below the recommended exposure limits.

Individual protection measures, such as personal protective equipment

Eye/face protection	In situations where there is potential splash or puff exposure of cement products, wear safety glasses with side shields or goggles. In extremely dusty or unpredictable environments wear unvented or indirectly vented goggles. Contact lenses should not be worn when working with cement or cement products.
Skin protection	
Hand protection	Wear protective gloves.
Skin protection	
Other	Prevention is essential to avoiding potentially severe skin injury. Avoid contact with unhardened wet Portland cement products. If contact occurs, promptly wash affected area with soap and water. Where prolonged exposure to unhardened Portland cement products might occur, wear impervious clothing and gloves to prevent skin contact. Wear sturdy boots that are impervious to water and eliminate foot and ankle exposure. Do not rely on barrier crèmes; barrier crèmes should not be used in place of gloves.
Respiratory protection	Avoid tasks which cause dust to become airborne. Use local or general ventilation to control exposure below applicable exposure limits. Use NIOSH/MSHA approved (30 CFR 11) or NIOSH approved (42 CFR 84) respirators in poorly ventilated areas, or if an applicable exposure limit is exceeded, or when dust causes discomfort or irritation.
Thermal hazards	Not available.
General hygiene considerations	Periodically wash affected areas contacted by dry or wet cement products with a pH neutral soap. When using, do not eat, drink, or smoke. Wash again at the end of work. If clothing becomes saturated with wet cement products, it should be removed and replaced with clean dry clothing.

9. Physical and chemical properties

Appearance	
Physical state	Solid.
Form	Powder. Coarse Textured Powder.
Color	Gray/white.
Odor	Odorless.
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	Not available.
Initial boiling point and boiling range	Not available.
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	2.5
Solubility(ies)	
Solubility (water)	Miscible.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.

Other information

Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.

10. Stability and reactivity

Reactivity Chemical stability Possibility of hazardous reactions	The product is stable and non-reactive under normal conditions of use, storage and transport. Material is stable under normal conditions. No dangerous reaction known under conditions of normal use.
Conditions to avoid Incompatible materials	Contact with incompatible materials. Moisture. Powerful oxidizers. Chlorine. Mineral acid.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information**Information on likely routes of exposure**

Inhalation	Dust may irritate respiratory system. Contact with moist mucous membranes of the respiratory system can cause a caustic condition resulting in burns. May cause damage to organs through prolonged or repeated exposure by inhalation.
Skin contact	Causes skin irritation. May cause an allergic skin reaction. Prolonged contact with wet cement/mixture may cause burns.
Eye contact	Causes serious eye damage. Prolonged contact with wet cement/mixture may cause burns.
Ingestion	Irritating. May cause nausea, stomach pain and vomiting. Expected to be a low ingestion hazard.
Symptoms related to the physical, chemical and toxicological characteristics	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Dusts may irritate the respiratory tract, skin and eyes. Coughing. Discomfort in the chest. Shortness of breath. Skin irritation. May cause redness and pain. May cause an allergic skin reaction. Dermatitis. Rash.

Information on toxicological effects

Acute toxicity	May cause respiratory irritation. May cause an allergic skin reaction.
Skin corrosion/irritation	Causes skin irritation.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	May cause an allergic skin reaction.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	May cause cancer by inhalation. This product has the potential for generation of respirable dust during handling and use. Dust may contain respirable crystalline silica. Crystalline silica (inhaled in the form of cristobalite or quartz) has been classified by IARC, NTP and ACGIH as a known human carcinogen and suspected human carcinogen respectively. Overexposure to dust may result in pneumoconiosis, a respiratory disease caused by inhalation of mineral dust, which can lead to fibrotic changes to the lung tissue, or silicosis, a respiratory disease caused by inhalation of silica dust, which can lead to inflammation and fibrosis of the lung tissue. Occupational exposure to respirable dust and respirable crystalline silica should be monitored and controlled. May cause delayed lung injury.

IARC Monographs. Overall Evaluation of Carcinogenicity

Quartz (CAS 14808-60-7) 1 Carcinogenic to humans.

NTP Report on Carcinogens

Quartz (CAS 14808-60-7) Known To Be Human Carcinogen.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not regulated.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	May cause damage to organs (Lung) through prolonged or repeated exposure.

Bond Note

933654 Version #: 01 Revision date: - Issue date: 23-May-2016

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EXHIBIT "1"

Aspiration hazard	Not an aspiration hazard.
Chronic effects	May cause damage to organs through prolonged or repeated exposure. Prolonged inhalation may be harmful. Prolonged exposure may cause chronic effects.

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	None known.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT	Not regulated as dangerous goods.
IATA	Not regulated as dangerous goods.
IMDG	Not regulated as dangerous goods.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not applicable.

15. Regulatory information

US federal regulations	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)	Not regulated.
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - Yes Delayed Hazard - Yes Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	Not listed.
SARA 311/312 Hazardous chemical	Yes
SARA 313 (TRI reporting)	Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.**US state regulations****US. Massachusetts RTK - Substance List**

Portland Cement (CAS 65997-15-1)

Quartz (CAS 14808-60-7)

US. New Jersey Worker and Community Right-to-Know Act

Portland Cement (CAS 65997-15-1)

Quartz (CAS 14808-60-7)

US. Pennsylvania Worker and Community Right-to-Know Law

Portland Cement (CAS 65997-15-1)

Quartz (CAS 14808-60-7)

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

WARNING: This product contains a chemical known to the State of California to cause cancer.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Quartz (CAS 14808-60-7)

International inventories

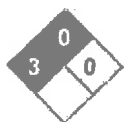
Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 23-May-2016
Revision date -
Version # 01
HMIS® ratings Health: 3*
Flammability: 0
Physical hazard: 0

NFPA ratings**Bond Kote**

933654 Version #: 01 Revision date: - Issue date: 23-May-2016

SDS US

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EXHIBIT "1"

Disclaimer

Southern Grouts and Mortars cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.

Bond Kote

933654 Version #: 01 Revision date: - Issue date: 23-May-2016

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EXHIBIT "1"

EXHIBIT “2”

Payment and Performance Bond

Consisting of 4 Pages

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: Aumiller Pools, LLC
Principal Business Address: 2438 Summerfield Road
Winter Park, Florida 32792
Contact Person: William Aumiller, Managing Member
Phone Number: (407) 808-5021

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: \$155,580.00

City Project Number: ITB18-31 YMCA Pool Resurfacing

Description of Work: YMCA Pool Resurfacing

Project Location: A portion of Port Orange YMCA, 4701 City Center Parkway, Port Orange, Volusia County, Florida

Legal Description: 4701 City Center Parkway, Port Orange, Florida 32129
See Exhibit "A"

Front Page

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

Port Orange YMCA
4701 City Center Parkway, Port Orange, FL 32129

Short Parcel ID:

6308-00-06-0010

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

Aumiller Pools, LLC

ITB18-31 YMCA Pool Resurfacing

Bond No. _____

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

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

BY THIS BOND, We, **Aumiller Pools, LLC**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED EIGHTY AND 00/100 DOLLARS (\$155,580.00)**, 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 Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for YMCA Pool Resurfacing, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2018.

Attest:

AUMILLER POOLS, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
William Aumiller, Managing Miller

(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, FLORIDA

INVITATION TO BID YMCA SWIMMING POOL RESTORATIONS ITB #18-31



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: October 11, 2018

**Bid Due Date and Time:
Nov 6, 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 #18-31 YMCA SWIMMING POOL RESTORATIONS

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-31 YMCA SWIMMING POOL RESTORATIONS. 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 Nov 6, 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 Mandatory Pre-Bid Conference and site visit for the project at **10:00 A.M.** (local time) on **October 23, 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. Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of the submitted bid. 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 restorations of the YMCA swimming pool. Vendors shall possess a State of Florida Department of Regulation pool contractor license. The scope of work shall include resurfacing of the pool surface, replacing anti-skid tile, performing electrical, plumbing, setting tile, plastering, and an alternate for refinishing the pool deck. All Vendor work shall comply with current codes and the Vendor shall provide a one-year warranty.

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 in the subject line. Last day for questions will be **October 30, 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.

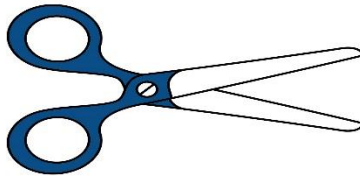
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

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 #18-31 YMCA SWIMMING POOL RESTORATIONS."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **October 11, 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 #18-31

BID TITLE:

YMCA SWIMMING POOL RESTORATIONS

DUE DATE/TIME:

November 6, 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 City of Port Orange is soliciting sealed bids for restorations of the YMCA swimming pool. Vendors shall possess a State of Florida Department of Regulation pool contractor license. The scope of work shall include resurfacing of the pool surface, replacing anti-skid tile, performing electrical, plumbing, setting tile, plastering, and an alternate for refinishing the pool deck. All Vendor work shall comply with current codes and the Vendor shall provide a one-year warranty.

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:October 11, 2018

Mandatory Pre-Bid Conference.....October 23, 2018 at 10:00 A.M.

Deadline for Questions:October 30, 2018 by 5:00 P.M.

Final Addendum Posting:October 31, 2018 by 5:00 P.M.

Bids Due:**Nov 6, 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 a 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. Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of the submitted bid. All attendees to the Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference #18-31 YMCA SWIMMING POOL RESTORATIONS" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

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

ADDENDA REGARDING THE INVITATION TO BID:

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

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

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

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

CLARIFICATIONS:

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

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

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

MINIMUM QUALIFICATIONS:

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

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

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.

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

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed bids for restorations of the YMCA swimming pool. Vendors shall possess a State of Florida Department of Regulation pool contractor license. The scope of work shall include resurfacing of the pool surface, replacing anti-skid tile, performing electrical, plumbing, setting tile, plastering, and an alternate for refinishing the pool deck. All Vendor work shall comply with current codes and the Vendor shall provide a one-year warranty.

SCOPE OF WORK:

1. The Contractor or City may be required to perform dewatering if need be using any existing well points, to our knowledge there are none. An alternate bid is included in this solicitation for dewatering.
 - A. The Contractor will check all lights for proper operation prior to draining the swimming pool. Contractor and the Owner's Representative will "sound out" examine all tile(s) existing to determine if the tile(s) are adhering properly or if the tile(s) are loose. Loose tile(s) are to be removed, cleaned and reinstalled, in strict adherence with the manufacturer's instructions for proper re-installation. At the Contractor's option, new matching tile(s) can be used in lieu of cleaning and re-installation of existing tile(s).
 - B. The contractor will properly prep the pool for resurfacing.
 - C. The contractor will remove the interior finish on all four walls to the substrate (shell) in order to meet sanctioning bodies requirements.
 - D. Contractor shall make 45 degrees cut and remove four (4) inches around all floor Lane tiles, main drain covers, and any or all fittings.
 - E. Bond Kote Interior of pool surface areas with SGM Kote. (Please see attached recommended Bond Kote product specification data sheets)
 - F. Remove all step tiles and replace with 2x 6 anti-skid step tile.
 - G. Resurface interior with new quartz finish installed per manufactures recommendations using Magic Marcite Aqua Pearl, Krystalkrete/Sunstone or Florida Stucco Gem Finishes (Please see attached as separate documents 3 recommended basis of design coatings)
 - H. All in-pool Depth Markers to be replaced to code. All-Depth Markers and "No Diving" Tiles Markers on the deck shall be inspected and replaced, if broken, illegible or otherwise in disrepair.
 - I. The Contractor will be responsible for the draining and filling of the +/- 471,000-gallon pool and balancing the chemicals to health department required specifications.
 - J. All work will be in accordance with the equipment manufacturer recommendations and in compliance with all applicable laws and standards of service.
 - K. City to be responsible for any utilities to be required by the contractor for the pool renovation, to include turning off/on gas service.
 - L. Contractor to be responsible for any landscaping damaged by the pool renovation.
 - M. The contractor is responsible for all permits and fees.

ALTERNATE No.1 EXTERIOR POOL DECK RE-PAINT PROJECT:

Observations:

The existing condition of the 'cool-decking overlay' previously applied to the pool deck concrete surface. It appears as though the original cool-decking was re-coated at least once before with an acrylic concrete stain. However, the substrate is dry and becoming more brittle, causing the overlay to delaminate in certain areas. It is imperative that this substrate is patched, failed sealants removed & replaced, and then painted according to below recommendation to maintain the resiliency and integrity of the over-all decking system.

The substrate as it now offers great anti-slip properties which we will need to maintain when proposing this coating recommendation. When adding additional coatings to this type of surface we must acknowledge that additional film build with traditional paints would likely make the surface slick and more slippery. We have proposed the below system to make sure that the anti-slip considerations are addressed and the final finish offers similar anti-slip to what the surface renders currently.



ALTERNATE No.1 SPECIFICATIONS

This scope of work shall include the following inclusions – Cutout and removal of all old/failed caulking around the Stainless-steel coping, and in the areas of the corner of the pool. All contamination and dirt/debris must be cleaned free with shop-vac or pressure washing. Once the expansion seams are cleaned, they must be allowed to dry adequately before reinstalling backer-rod and re-application of sealants. I also recommend solvent wiping with Denatured alcohol the surface area on the metal edge of the stainless-steel coping that will be receiving contact with sealant bead.

The sealant should be a Urethane (Lifetime rated) Acrylic sealant that is to be pre-approved by Frank Flagg. Example: (AllPro Pro Stretch, Tower-Tech Acrylic Urethane Sealant, or NP-1)



1. All Rust stains on the metal pools over and attached to the cool-deck surface must be removed with Oxalic Acid and we recommend coating these pools during this scope of work to prevent rapid re-staining from rust over newly finished deck coating.



a.

b. Metal Pole Anti-corrosive Paint Recommendation:

1). Prep: Hand scrape and wire brush to remove loose flaking rust: (SSPC-SP2 Hand-tool Cleaning)

2). Prime (One Coat):

- Benjamin Moore: Corotech 100% Solids Epoxy Pre-prime (#V155-00), 1 coat
- PPG: MEGASEAL™ HSPC 100% Solids Epoxy Primer/Sealer
- Richards: #2800 Series, Python Pre-Prime Surface Tolerant 100% Solids Epoxy Primer

3). Finish (Two Coats):

- Coronado Rust Scat WB Semi-gloss finish (#90 line), two coats
- Benjamin Moore Ultra Spec HP Acrylic DTM Semi-gloss #HP29
- Richards: #1200 Series, EXCEL Rust Shield Wood & Metal 100% Acrylic DTM Waterborne Industrial Gloss Enamel

2. A complete chemical bleach treatment of all surfaces to be painted followed by a power washing to remove all contamination, mildew, and dirt. Surfaces must be allowed to dry completely prior to painting.



a.

3. **1st Coat:** Application of a single (liberal & uniform) coat of INSL-X Sure Step Acrylic Anti-Slip coating at a rate of 100SF/gallon. Application method must be brush & roll and it is the painting contractor's responsibility to ensure uniform appearance and close accordance to the recommended spread rate of 100SF/gallon.

1. INSL-X Sure Step® Acrylic Anti-Slip Coating (#SU-0922, Desert Sand)

2. Richards : #4600 Series, Step Guard 100% Acrylic Anti-Slip Texture Floor Coating

3. PPG: ANTI-SLIP SAFETY FLOORING SYSTEMS SFT 600

4. **2nd /Final Coat:** A single coat application of the INSL-X WB Acrylic Concrete stain applied at a rate of 400 SF per gallon, yielding 1.0 mil DFT. Application method must be brush & roll and it is the painting contractor's responsibility to ensure uniform appearance and close accordance to the recommended spread rate of 400SF/gallon
 - a. **INSL-X TuffCrete® WB Acrylic Concrete Stain (#CST-2922, Desert Sand)**
 - b. **#4500 Series, Deck Guard 100% Acrylic Driveway & Floor Coating**
 - c. **PPG: PERMA-CRETE® COLOR SEAL™ WB INTERIOR/EXTERIOR ACRYLIC CONCRETE STAIN**
5. **Return to Service:** This acrylic coating system, like any other, will require about 2-3 weeks full cure time to reach optimal durability and performance. It is my recommendation that the freshly painted surface be allowed to dry for 48-72 hours prior to returning to service. If that is not possible, then at least wait a week or two before returning heavy objects and pool furniture.

Attention: Per Section 5 item 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.

End of Scope-of-Work

Florida Building Code

[Language within brackets has been added to clarify City requirements.]

454.1.2.3.3 Lane markings.

Pools that are not intended to be utilized for officially sanctioned competition may install lap lane markings provided they meet the following criteria: the markings must be 2 to 6 inches (51 to 152 mm) wide, they must terminate 5 feet (1524 mm) from the end wall in a "T" with the "T" bar at least 18 inches (457.2 mm) long, they must be placed at 7-foot (2134 mm) intervals on center and be no closer than 4 feet (1219 mm) from any side wall, steps or other obstructions. Floating rope lines associated with lap lanes must not obstruct the entrance or exit from the pool and are prohibited when the pool is open for general use.

454.1.2.3.4 Targets.

Pools that are not intended for officially sanctioned competition may have 2 to 6 inch (51 to 152 mm) wide 18-inch by 18-inch (457 mm by 457 mm) targets (+) installed on the pool wall.

454.1.10.1 Repairs or alterations of pool structure and equipment.

Replacement of the pool or spa shell is considered to be construction of a new facility and shall be processed as such. Resurfacing the pool interior to original nontoxic, slip-resistant and smooth specifications is considered a repair or alteration. Equivalent replacement of equipment is not considered a repair or alteration. The following items shall be addressed during resurfacing projects:

454.1.10.1.1

The lip of the gutter must be leveled to within 1/4 inch (6.4 mm) between the highest and lowest point and the downward slope from the lip to the drain must be maintained as originally designed or increased but shall not exceed new construction standards.

454.1.10.1.2

[Anti-skid] Tile step markings must be installed meeting the requirements of Section 454.1.2.5.3.

454.1.10.1.3

Where applicable, the slope break marking must be installed meeting the requirements of Section 454.1.2.2.3.2 and safety line must be installed 2 feet (610 mm) before the marking.

454.1.10.1.4

Depth markers and NO DIVING markers must be installed in accordance with Section 454.1.2.3.

454.1.10.1.5

The pool ladder must have a 3 to 6-inch (76 to 152 mm) clearance from the pool wall. New cross-braced ladder(s) shall be installed in place of noncross-braced ladder(s) in conformance with Section 454.1.2.5.1 during a pool resurfacing.

454.1.10.1.6

Should resurfacing works affect the step riser heights, no riser shall exceed 10 inches (254 mm) for pools and 12 inches (305 mm) for spas, and the intermediate risers shall be made uniform.

454.1.10.1.7

Step treads that protrude from the pool wall shall be removed and replaced with a cross-braced ladder or reconstructed to meet the requirements of Section 454.1.2.5.1 or 454.1.2.5.2.

454.1.10.2

The painting of pools shall not be considered a repair or alteration provided the following conditions are met:

1. Only paints designated by the manufacturer as pool paints are used.
2. If step stripes, slope break markers and safety line, and depth and NO DIVING markings shall be provided to comply with the applicable provision(s) this section.

[All markings shall consist of anti-skid tile except that the safety line shall be a floating rope.]

[Remainder of this page left intentionally blank]

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, altering, converting or extending buildings, parks, utilities, streets or other improvements to or infrastructures 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, to include existing concrete panels and existing landscape.

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 City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the City 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 federal, state and local laws and regulations 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 this contract, or enter into any sub-contracting agreements except as listed in the Vendor's bid response or upon prior written approval from the City of Port Orange. The City reserves the right to reject any sub-contractor in the event that the sub-contractor is not experienced in a construction application that is exposed to or submerged in water. The vendor shall replace the sub-contractor upon written request of the City.

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 30 calendar days to substantial completion and 15 more 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.

LICENSES AND PERMITS: Contractor is responsible for all applicable local and state licenses, permits and fees.

[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
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ 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.

Electrical Contractor

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Pool Replastering Contractor

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Plumbing Contractor

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Tile Contractor

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Alternate No. 1: Pool Deck Refinishing Contractor (Acrylic or Similar Refinishing)

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Alternate No. 2: Dewatering Contractor (if used)

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
YMCA SWIMMING POOL RESTORATIONS**

ITB# 18-31

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	UNIT	PRICE
1	1	THE CONTRACTOR SHALL PERFORM ALL THE WORK DESCRIBED IN ITB 18-31 YMCA POOL RESTORATION AS DESCRIBED IN THE SPECIFICATIONS.	LS	\$ -
TOTAL BASE BID				\$ -
ALTERNATE NO. 1		REPAIR AND REPAINT EXISTING POOL DECK WITH ACRYLIC PAINT AS DESCRIBED IN THE SPECIFICATIONS	LS	\$ -
ALTERNATE NO. 2		DEWATERING	LS	\$ -
COST PER ADDITIONAL TILE WITH INSTALLATION				\$ -

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 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



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 **October 31, 2018**

ITB #18-31 YMCA SWIMMING POOL RESTORATIONS

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated October 11, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. QUESTIONS AND ANSWERS:

1. What are the engineers estimate for this project?
Answer: \$130,000.
2. What does it mean to sound out tile?
Answer: To make sure they are not hollow and secured properly. You will be jackhammering out the existing Marcite if it loosens the tile you will be responsible for replacing them.
3. Do you know how many tiles must be sound out?
Answer: All
4. Can we have an onsite inspection upon drainage to sound out the tiles on the wall and floors?
Answer: It will be up to the contractor to contact the city to inspect
5. The cost of draining and purchasing 417,000+ of water should be included in our base bid?
Answer: Correct. 417,000 gal is a close estimate could be more or less
6. Is the tile and installation per tile on the bid form?
Answer: The contractor should have an allowance of \$900 to be included in the total bid of the job upon the completion of the job there will be a credit or a debit of the tile and labor, based on invoices and field labor.
7. Item K talks about the City being responsible for utilities required by the contractor. Are you going to furnish the water meter?
Answer: No this is the contractor's responsibility.

8. Is there a specified area to run the water too?
Answer: Yes, there is an area in back to drain the pool.
9. Chip off and removal is that down to the gunite?
Answer: Down to the concrete shell.
10. Will the City supply a dumpster?
Answer: No, this will be the contractor's responsibility. All waste is to be removed from the site and disposed of according to all federal and state laws
11. Can the subcontractors be alone?
Answer: No, the general contractor must always be present.
12. Can we work weekends?
Answer: Yes, with permission.
13. What are the work hours?
Answer: 7 AM to 7 PM Monday - Friday
14. Who will be responsible for locking and unlocking the gate?
Answer: Contractor will be responsible for the lock and key and will lock and unlock the gate.
15. Will there be portable restrooms provided?
Answer: No, contractor will be responsible for providing portable toilets for their crew.
16. Are permits our responsibility?
Answer: Yes, all required state and local permits and fees. The contractor is responsible for all permits and fees.
17. Has anything been done by your maintenance department on the pool decking to date?
Answer: No.
18. We suggest the 3 sets of recessed steps be replaced. Taking the age of and the step treads are worn. Does the City want to consider replacing?
Answer: This can be done as an alternate. Please see revised bid form.
19. We suggest replacing the 4-main drain covers, they are required at every 7 years. Maintenance thinks their 5-6 years old. Does the City want to consider replacing these?
Answer: This can be done as an alternate. Please see revised bid form.
20. After speaking with pagan pool division, they suggested their Vinyl sticker inside depth markers. Does the City want to use that? we suggest stenciling and paint or raised letters
Answer: This can be done as an alternate using raising letters only with cost for material and labor only. Please see revised bid form.
21. Is the City going to replace the water box lid on the NOE corner of the deck? It is broken and falling apart?
Answer: Yes
22. The adhesive around the perimeter of the pool is fine. We suggest replacing the 4 corners of the deck 77 lineal feet will this be considered?
Answer: This is part of the pool deck alternate. Please see Alternate 1 on revised bid form.

23. Is the S.W. section of the grass area (same as last time) is this an ok area for staging for a 20-yard roll off dumpster and porta-potty along with pallets of materials?

Answer: Yes but will need to be restored to existing conditions.

24. After looking at the extensive amount of labor diamond blades etc. to prep the floor of the pool and the amount of time to do such. You still are going to have some beveling on the tile edge. The cost of all new lane tile, markers etc. are about the same as labor prep. By grinding the surface of existing tile, thin setting new tile over existing gives you a nice flat floor and a consistent thickness of plaster. This will certainly give a better surface and appearance. Does the City want to consider this option as it would also be less time-consuming?. This would include all lane tile, floors, and walls.

Answer: This can be done as an alternate. Please see revised bid form.

25. Does the City want the 2X6 anti-slip tile on the steps to be black like the lane tiles?

Answer: Yes.

26. Will the water being used for the scope of work at the job and pool refill be supplied via the City of Port Orange's YMCA hose bibs – or is the contractor required to supply the water and include the cost in the bid?

Answer: See answer #5. Contractors to obtain a "Portable Meter" from Public Utilities and pay associated meter costs.

27. The scope of the work stipulates the walls are to be chipped off. It also stipulates to chip off 4" around the floor tiles which can be perceived as only the walls being completely chipped off. No one will chip 4" around tiles if the surface was being chipped off. You stated in the pre bid conference all surfaces will be chipped off. Please clarify if you want the entire surfaces – floors and walls to be chipped off and if that means chipped off the gunite shell in writing?

Answer: See answer #9. Chip off all existing white colored masonry finish.

28. Contract descriptions include an electrician and plumber to be used but there is no detail scope as to what you want/require each to do. Please advise of the scope of work you want performed by each contractor in writing? The scope given at the pre-bid for the electrician is non-existent on the written scope.

Answer: Any electrical light fixtures, ground wires, and any other electrical components that require removal or adjustments of any kind must be accomplished by a licensed electrical contractor that has demonstrated knowledge of electrical work associated with pool construction. The electrical contractor will test all lights and electrical connections associated with the swimming pool prior to final completion of all work. A licensed plumbing contractor that has demonstrated knowledge of pool construction, will be required to perform any plumbing work associated with the work on the swimming pool.

In all other respects, except as specifically stated herein, the subject ITB 18-31 remains unchanged.

END OF ADDENDUM NO. # 1



ATTACHMENT 1 SCHEDULE OF UNIT PRICING

BID FORM **REVISED PER ADDENDUM NO.1**

CITY OF PORT ORANGE YMCA SWIMMING POOL RESTORATIONS

ITB# 18-31

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	UNIT	PRICE
1	1	THE CONTRACTOR SHALL PERFORM ALL THE WORK DESCRIBED IN ITB 18-31 YMCA POOL RESTORATION AS DESCRIBED IN THE SPECIFICATIONS.	LS	\$ -
TOTAL BASE BID				\$ -
ALTERNATE NO. 1		REPAIR AND REPAINT EXISTING POOL DECK WITH ACRYLIC PAINT AS DECRIED IN THE SPECIFICATIONS	LS	\$ -
ALTERNATE NO. 2		DEWATERING	LS	\$ -
ALTERNATE NO.3		REPLACE 3 SETS OF RECESSED STEPS	LS	\$ -
ALTERNATE NO. 4		REPLACE 4 MAIN DRAIN COVERS	LS	\$ -
ALTERNATE NO. 5		REPLACE RAISED LETTERING DEPTH MARKERS	LS	\$ -
ALTERNATE NO. 6		GRIND THE EXISTING TILE SURFACE, THIN SET NEW TILE OVER EXISTING TILE. INCLUDE ALL LANE TILE, FLOORS AND WALLS.	LS	\$ -
COST PER ADDITIONAL TILE WITH INSTALLATION				\$ -
CONTRACTOR SHALL WARRANTY THE MATERIALS, LABOR AND TRAVEL FOR:				



NOTICE OF INTENT TO AWARD

ITB #18-31 YMCA SWIMMING POOL RESTORATIONS

November 14, 2018

On November 6, 2018 Purchasing received Four (4) proposals for ITB #18-31 YMCA SWIMMING POOL RESTORATIONS.

After review of the proposals submitted, City Staff recommends award to the lowest responsive, responsible bidder, Aumiller Pools LLC, in accordance with the listed total base bid of \$117,250.00 and alternate 1 of \$28,830.00, alternate 3 of \$2,100.00, alternate 4 of \$3,200.00 and alternate 5 of \$4,200.00

Recommendation to award will be presented for City Council approval on December 4, 2018.

**Joseph 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: 18-31

ITB TITLE: YMCA SWIMMING POOL RESTORATIONS

OPENING DATE/TIME: November 6, 2018 at 2:30PM

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		AQUAMARINE SWIM POOL COMPANY	FAMILY POOLS INC	ARTESIAN POOLS OF EAST FLORIDA	AUMILLER POOLS 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 Acknowledgement	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 Professional References for Previous Experience	YES	YES	YES	YES
9	Form 7.9 Listing of Subcontractors	YES	YES	YES	YES
10	7.10 Local Business Affidavit of Eligibility	NO	NO	YES	NO
11	Attachment 1 –Bid Proposal	YES	YES	YES	YES
12	Bid Bond	YES	YES	YES	YES
13	Copy of License (Contractor, Sunbiz, etc.)	YES	YES	YES	YES
14	Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format	YES	YES	YES	YES
15	Deemed Responsive?	YES	YES	YES	YES
	TOTAL BASE BID	\$ 235,000.00	\$ 240,978.00	\$ 251,600.00	\$ 117,250.00
Alternate 1	REPAIR AND REPAINT EXISTING POOL DECK WITH ACRYLIC PAINT AS DESCRIBED IN THE SPECIFICATIONS	\$ 105,000.00	\$ 41,000.00	\$ 35,000.00	\$ 28,830.00
Alternate 2	DEWATERING	\$ 35,000.00	\$ 34,000.00	\$ 55,000.00	\$ 25,000.00
Alternate 3	REPLACE 3 SETS OF RECESSED STEPS	\$ 5,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,100.00
Alterante 4	REPLACE 4 MAIN DRAIN COVERS	\$ 1,500.00	\$ 2,592.00	\$ 600.00	\$ 3,200.00
Alterante 5	REPLACE RAISED LETTERING DEPTH MARKERS	\$ 1,500.00	\$ 2,592.00	\$ 3,000.00	\$ 4,200.00
Alterante 6	GRIND THE EXISTING TILE SURFACE, THIN SET NEW TILE OVER EXISTING TILE. INCLUDE ALL LANE TILE, FLOORS AND WALLS.	\$ 15,000.00	\$ 60,394.00	\$ 49,500.00	\$ 67,776.00
	COST PER ADDITIONAL TILE WITH INSTALLATION	\$ 15.00	\$ 30.00	\$ 50.00	\$ 25.00
	CONTRACTOR SHALL WARRANTY THE MATERIALS, LABOR AND TRAVEL FOR:	1 YEAR FROM DATE OF ACCEPTANCE	1 YEAR	1 YEAR	1 YEAR

Opened and tabulated by: Joseph Castro, Buyer

Witnessed by: Jim Tillman, Purchasing Manager

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
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: AUMILLER POOLS LLC
Name of Business
William A. Miller
Authorized Signature
11/6/18
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.

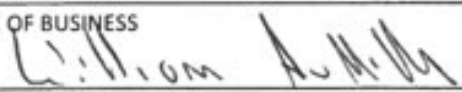
I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested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

AUMILLER POOLS LLC
NAME OF BUSINESS

AUTHORIZED SIGNATURE
WILLIAM AUMILLER / PRESIDENT
NAME, TITLE, TYPED
27-5026829
FEDERAL IDENTIFICATION #
STATE OF FLORIDA COUNTY OF ORANGE

2438 SUMMERFIELD RD.
MAILING ADDRESS
WINTER PARK, FL 32792
CITY, STATE & ZIP CODE
(407) 808-5021
TELEPHONE NUMBER / FAX NUMBER
BJ@AUMILLERPOOLS.COM
E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of 6TH NOVEMBER, 2018 by WILLIAM AUMILLER, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 03/03/2019


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: 10/31/18 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."

.....

AUMILLER POOLS LLC

Name of Business

By: William Aumiller

Printed Name: WILLIAM AUMILLER

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 6TH day of NOVEMBER, 2018, by
WILLIAM AUMILLER as PRESIDENT of

(NAME)
AUMILLER POOLS LLC

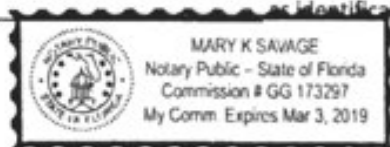
(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Mary K Savage
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.

AUMILLER POOLS LLC

Name of Business

By: William Aumiller

Printed Name: WILLIAM AUMILLER

Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 6TH day of NOVEMBER, 2018, by
WILLIAM AUMILLER as PRESIDENT of

(NAME)

(TITLE)

AUMILLER POOLS LLC

(NAME OF ORGANIZATION)

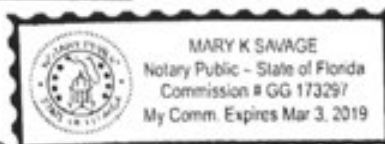
and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal



Mary K Savage
 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 WILLIAM AUMILLER, who, being by me first duly sworn, made the following statement:

1. The business address of 2438 SUMMERFIELD RD., WINTER PARK, FL 32792 (name of Offeror or business) is AUMILLER POOLS LLC.
2. My relationship to AUMILLER POOLS LLC (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.)~~

AUMILLER POOLS LLC

Name of Business

By: William Aumiller

Printed Name: WILLIAM AUMILLER

Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF ORANGE

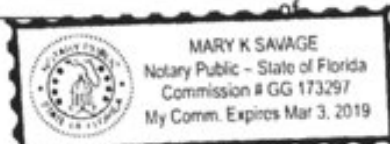
Sworn to (or affirmed) and subscribed before me this 6TH day of NOVEMBER, 20 18, by WILLIAM AUMILLER, as PRESIDENT of AUMILLER POOLS LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal



Mary K Savage
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

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. AUMILLER POOLS LLC
- B. Permanent main office address. 2438 SUMMERFIELD RD., WINTER PARK, FL 32792
- C. Date organized. 2/2011
- 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
- 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. COMMERCIAL POOL NEW AND RENOVATION CONSTRUCTION
- H. Have you ever failed to complete any work awarded to you? If so, where and why? NO
- I. Have you ever defaulted on a contract? If so, where and why? NO
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- 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.
- N. Credit currently available: \$ _____
- O. Give bank reference: FIFTH THIRD BANK - MARY KATE DWYER - (407) 754-0060
- 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.

AUMILLER POOLS LLC

Name of Business

By: William Aumiller

Printed Name: WILLIAM AUMILLER

Title: PRESIDENT

STATE OF FLORIDA

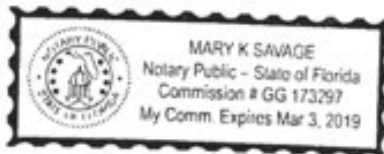
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 6TH day of NOVEMBER, 2018, by
WILLIAM AUMILLER, as PRESIDENT
of AUMILLER POOLS LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Mary K. Savage
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: PCL CONSTRUCTION
Contact Person: DAN FROHARDT
City, State: ORLANDO, FL
Telephone Number: (407) 468-3839
Email Address: DJFROHARDT@PCL.COM
Description of goods or Services provided: PROVIDED AND INSTALLED MECHANICAL EQUIPMENT FOR A NEW ATTRACTION AT SEAWORLD ORLANDO
Contract Amount: \$250,000
Start/End Date of Contract: 4/18 - 7/18
2. Company Name: CITY OF JACKSONVILLE
Contact Person: KELLY LEDBETTER
City, State: JACKSONVILLE, FL
Telephone Number: (210) 287-6221
Email Address: KELLYL@COJ.NET
Description of goods or Services provided: RENOVATION OF TWO COMPETITION POOLS FOR THE CITY OF JACKSONVILLE SANDALWOOD HIGH SCHOOL AND EUGENE BUTLER MIDDLE SCHOOL
Contract Amount: \$300,000
Start/End Date of Contract: 1/18 - 5/18
3. Company Name: FLAGLER COUNTY SCHOOLS
Contact Person: CHUCK COATES
City, State: PALM COAST, FL
Telephone Number: (386) 451-3569
Email Address: COATESC@FLAGLERSCHOOLS.COM
Description of goods or Services provided: RENOVATION OF POOL AND DECKING AT THE BELLE TERRE SWIM CLUB POOL
Contract Amount: \$300,000
Start/End Date of Contract: 3/17 - 7/17

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.

Electrical Contractor

Name: S.E. DOLLEN LLC
Description of Work: CHECK UNDERWATER LIGHTS PRIOR TO DRAINING POOL
Percent of Contract Price: 2%
Previous Experience Together: Yes/No YES

Pool Replastering Contractor

Name: AUMILLER POOLS LLC
Description of Work: PREPARATION AND PLASTER OF POOL
Percent of Contract Price: 98%
Previous Experience Together: Yes/No YES

Plumbing Contractor

Name: N/A
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Tile Contractor

Name: AUMILLER POOLS LLC
Description of Work: TILE SETTERS
Percent of Contract Price: 0%
Previous Experience Together: Yes/No YES

Alternate No. 1: Pool Deck Refinishing Contractor (Acrylic or Similar Refinishing)

Name: N&N ACRYLICS INC.
Description of Work: DECK RESURFACING
Percent of Contract Price: 0%
Previous Experience Together: Yes/No YES

Alternate No. 2: Dewatering Contractor (if used)

Name: UNKNOWN AT THIS TIME.

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

NA

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)

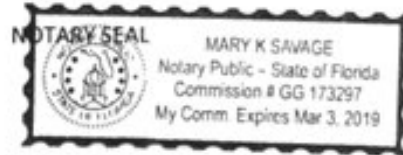
SWORN AND SUBSCRIBED BEFORE ME

Mary K Savage

SIGNATURE OF NOTARY PUBLIC

THIS 6 DAY OF November, 2018

My Commission Expires: 03/03/2019



William A. M. M.

SIGNATURE OF AFFIANT DATE

William A. M. M.

PRINTED NAME OF AFFIANT / TITLE

A. M. M. Pub. LLC

COMPANY

This document must be completed and returned with your Submittal



ATTACHMENT 1 SCHEDULE OF UNIT PRICING

BID FORM **REVISED PER ADDENDUM NO.1**

CITY OF PORT ORANGE YMCA SWIMMING POOL RESTORATIONS

ITB# 18-31

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:

AUMILLER POOLS LLC

CONTACT PERSON:

BJ AUMILLER

EMAIL ADDRESS:

BJ@AUMILLERPOOLS.COM

AUTHORIZED SIGNATURE:

ITEM	QTY	DESCRIPTION	UNIT	PRICE
1	1	THE CONTRACTOR SHALL PERFORM ALL THE WORK DESCRIBED IN ITB 18-31 YMCA POOL RESTORATION AS DESCRIBED IN THE SPECIFICATIONS.	LS	\$ 117,250.00
TOTAL BASE BID				\$ 117,250.00
ALTERNATE NO. 1		REPAIR AND REPAINT EXISTING POOL DECK WITH ACRYLIC PAINT AS DECRIED IN THE SPECIFICATIONS	LS	\$ 28,830.00
ALTERNATE NO. 2		DEWATERING	LS	\$ 25,000.00
ALTERNATE NO.3		REPLACE 3 SETS OF RECESSED STEPS	LS	\$ 2,100.00
ALTERNATE NO. 4		REPLACE 4 MAIN DRAIN COVERS	LS	\$ 3,200.00
ALTERNATE NO. 5		REPLACE RAISED LETTERING DEPTH MARKERS	LS	\$ 4,200.00
ALTERNATE NO. 6		GRIND THE EXISTING TILE SURFACE, THIN SET NEW TILE OVER EXISTING TILE. INCLUDE ALL LANE TILE, FLOORS AND WALLS.	LS	\$ 67,776.00
COST PER ADDITIONAL TILE WITH INSTALLATION				\$ 25.00
CONTRACTOR SHALL WARRANTY THE MATERIALS, LABOR AND TRAVEL FOR:				1 YEAR

BID BOND

BID BOND

Bond No.: NA

KNOW ALL MEN BY THESE PRESENTS that AuMiller Pools, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2438 Summerfield Road, Winter Park, FL 32792, Tel.: 407-808-5021, (hereinafter called "PRINCIPAL"), and Liberty Mutual Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 175 Berkeley Street, Boston, MA 02116, Tel.: 617-357-9500 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of 5% of 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 November 6th, 2018, for:

Project Name / Bid No.:

YMCA Swimming Pool Restorations ITB #18-31

Project Address:

1000 City Center Circle
Port Orange, FL 32129

Legal Description: See Attached

Description of Work:

Restorations of the YMCA swimming pool.

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 6th day of November, 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: AuMiller Pools, LLC
William A. Miller
Signature
Corporate Officer & Title

ATTEST

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES

SURETY: Liberty Mutual Insurance Company

Kevin Wojtowicz
Attorney-in-Fact (signature)
Kevin Wojtowicz, Attorney-In-Fact
Name & Title
Kevin Wojtowicz
Name of Local Resident Agent
1000 Central Ave, Suite 200
City, State, Zip
St. Petersburg, FL 33705
Telephone:
A.M. Best No.: A XV NAIC No.: 23043

ATTEST
Stephanie Wall
Signature
Stephanie Wall
Witness (Affix Corporate Seal)

STATE OF Florida
COUNTY OF Pinellas

Before me this day personally appeared Kevin Wojtowicz (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Liberty Mutual Insurance Company (corporate surety) and that this person has been authorized by Liberty Mutual 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.

Kevin Wojtowicz
Signature of Affiant

Sworn to / Affirmed and subscribed before me this 6th day of November, 2018 by Kevin Wojtowicz who is personally known to me or who produced personally known as identification



Stephanie Wall
NOTARY PUBLIC -- STATE OF
Type or print name: Stephanie Wall
Commission No.: GG 189411
Commission Expires: February 25, 2022
(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

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

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

Certificate No. 8036562

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tracey Boone-Brown; Emily Golecki; John R. Neu; Daniel F. Oaks; Becky Stanton; Kevin Wojtowicz

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2018.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of March, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

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

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16 day of November, 2018.



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

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

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE COMMERCIAL POOL/SPA CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AUMILLER, WILLIAM J

AUMILLER POOLS LLC
2438 SUMMERFIELD RD
WINTER PARK FL 32792

LICENSE NUMBER: CPC1457868

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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: Yes

SUBJECT: (B10d) Award of ITB 18-32 to Genset Services, Inc for generator repair and maintenance

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Motion to approve award for ITB 18-05 to Genset Services, Inc. as the lowest responsive bidder for Generator Preventative Maintenance and Repairs for in an amount of \$42,680 for preventative maintenance and a budgeted contingency for service calls and repairs per fiscal year estimated at \$60,000 and not to exceed the approved annual budget; to authorize the City Manager to exercise renewal options as outlined in the bid documents; and to authorize the Mayor and City Clerk to execute the contract document.

SUMMARY: The Public Works & Utilities Department is responsible to maintain approximately 39 standby generators. These generators are at various locations throughout the City and require routine maintenance and/or repairs.

On October 5, 2018, the Purchasing Department received five (5) bid responses; Cummins, Inc; Florida Detroit Diesel; TAW Power Systems, Inc.; Paramount Power; and Genset Services, Inc. Of the five (5) bid responses, Cummings, Inc. was deemed non-responsive. The total base bids range from \$42,680 to 86,286.

After careful review, research, and consideration, the Public Works & Utilities Department is recommending the bid award Genset Services, Inc. as the lowest responsive bidder.

The Public Works & Utilities Department is requesting the contract provide a contingency amount of \$60,000. This contingency will cover the cost of emergency services calls and repairs.

Project No.: <u>none</u>	Funding Account No.: <u>401 0200 533 3414</u>
<u>none</u>	<u>401 0200 533 4610</u>
<u>none</u>	<u>401 0400 535 3414</u>
<u>none</u>	<u>401 0400 535 4610</u>
<u>none</u>	<u>506 4200 539 3470</u>
<u>none</u>	<u>506 4200 539 4642</u>

ATTACHMENTS:

1.	Genset Services, Inc. Standard	Genset Services, Inc. Standard Contract for Services.pdf
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	Contract for Services	
2.	Department Justification Memo - Genset Svc., Inc. Award ITB18-05	Department Justification Memo - Genset ITB 18-05 revised.pdf
3.	ITB 18-05 NOTICE OF INTENT TO AWARD 11-7-18	ITB 18-05 NOTICE OF INTENT TO AWARD 11-7-18_.pdf
4.	ITB 18-05 Genset Services, Inc. Response (10-05-18)	ITB 18-05 Genset Services, Inc. Response (10-05-18).pdf
5.	City of Port Orange Vendor Application	City of Port Orange Vendor Application.pdf
6.	City of Port Orange COI	City of Port Orange COI.pdf
7.	W-9 Form (2018)	W-9 Form (2018).pdf
8.	ITB 18-05 Org Bid	ITB 18-05 Org Bid.pdf
9.	ITB 18-05 Addm No 1	Addm No 1.pdf
10.	ITB 18-05 Addm 2	ITB 18-05 Addm 2.pdf
11.	ITB 18-05 ATTACHMENT 1 SCHEDULE OF UNIT PRICING BID FORM	Copy of ITB_18-05_ATTACHMENT_1_SCHEDULE_OF_UNIT_PRICING_BID_FORM.XLSX

Julia Wiggins
 Rick Wilson
 Ronny Buttrum
 Lynn Stevens
 James Tillman
 Lori Bockelman
 Margaret Roberts
 Jake Johansson
 Robin Fenwick

Created/Initiated - 11/13/2018
 Approved - 11/13/2018
 Approved - 11/13/2018
 Approved - 11/15/2018
 Approved - 11/15/2018
 Approved - 11/15/2018
 Approved - 11/16/2018
 Approved - 11/20/2018
 Final Approval - 11/20/2018



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2018, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **GENSET SERVICES, INC.** ("Contractor"), a Florida corporation, whose principal address is 3100 Gateway Drive, Pompano Beach, Florida 33069. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide generator services, which shall include preventive maintenance, load bank testing, regular repair and service, emergency repair and service, and as more specially described in Intent to Bid 18-05 ("ITB 18-05") scope of work, Addendum No. 1, Addendum No. 2, and Contractor's schedule of unit pricing, attached hereto as Exhibit "1." A complete copy of ITB 18-05, Addendum No. 1, Addendum No. 2 and Contractor's Proposal is available in the Office of the City Clerk.

(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 two (2) years (the "Initial Term").

Renewals: Upon written mutual agreement of the Parties, this Contract may be renewed for three (3) one-year renewals, subject to review and approval by the City Manager.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be 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 unit costs set forth in Exhibit "1" of this Contract in the amount Forty-Two Thousand Six Hundred Eighty and 00/100 Dollars (\$42,680.00) per fiscal year for preventative maintenance. The City reserves the right to exceed \$42,680.00 for unforeseen repairs. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount 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 "2" 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 Works and 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."

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 21 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 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)	Limits: 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. Additional Coverage:	Limits: 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. Additional Coverage:	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 - \$ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - \$ 1,000,000.00.	
☐	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		

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 Contractors expense.

19. Inspection

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

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

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

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

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

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

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

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

22. 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.

23. 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.

24. 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.

25. 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.**

26. 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.

27. 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.

28. 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 and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Genset Services, Inc.
Attention: Keith Friedman, President
3100 Gateway Drive
Pompano Beach, Florida 33069
(407) 532-0414 – Telephone
(407) 532-0415 – Facsimile
ddenio@gensetservices.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.

29. 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.

30. 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.

[Remainder of this page intentionally left blank]

Witnesses:

GENSET SERVICES, INC.

By: _____

Keith Friedman, 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 BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Keith Friedman, as President of Genset Services, 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
EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND EMERGENCY RESPONSE
ITB # 18-05

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.

NAME OF BUSINESS: **Genset Services, Inc.**
 CONTACT PERSON: **Dale Denio**
 EMAIL ADDRESS: **ddenio@gensetservices.com**
 AUTHORIZED SIGNATURE:

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

NO.	DEPT	LOCATION	PHYSICAL ADDRESS	KW	MAKE	B/N	QUARTERLY SERVICE PER SPECIFICATIONS	ANNUAL SERVICE PER SPECIFICATIONS	LOAD BANK (4 HOURS)	EXTENDED COST
1	Drainage	Ruth Street Pump	541 Ruth Street	275	Bidcor IDLC275-4JU John Deere 6060HF444	37227326 C070042106	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
2	Drainage	Trailwood Pump Station - Cambridge	6839 Trailwood Dr	750	Cummins Onan QTS300 G5	37227326 C070042106	\$ 80.00	\$ 554.00	\$ 520.00	\$ 1,254.00
3	Parks	Cypress Head Clubhouse	8231 Palm Vista Street	200	Marathon Detroit	10637465 4328SL4511RH	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
4	Parks	Gymnasium	4655 City Center Circle	155	MTU 400FDR6024GG 10637305	8A0421766 MB-95180	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
5	Parks	Parks & Recreation Warehouse	6830 Trailwood Dr	45	John Deere Marathon Genset	TO42760126719 RN2256824	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
6	Parks	Pavilion	1999 City Center Circle	250	Detroit 6063MK35	06R0897640 2085153	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
7	Parks	Pavilion Backup Generator	4655 City Center Circle	155	Marathon Detroit	440FDR6024GG 10637305	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
8	PW	City Hall	1000 City Center Circle	400	Detroit 6063TK35 400 DSE	06R08347030 2047132	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
9	PW	City Hall Annex (Old Police Department)	1366 Dunlawton Avenue	275	Detroit 6063TX35 275E5020	06R0509876 0832831	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
10	PW	Fire Station 1	4200 S South Ridgewood	160	Cummins QS97-G8 w/400 Amp ATS	J170258237/H17M2406 88	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
11	PW	Fire Station 2	6027 Central Park Blvd	200	John Deere 6068HF485	PE0608L053157 178301-1-1-1-0808	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
12	PW	Fire Station 3	1090 City Center Blvd	400	Cummins DFCE5801251	30386008 C030482468	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
13	PW	Fire Station 4	6701 Airport Road	130	Generac 99A037965 8G22107600967	TE861237 2048299	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
14	PW	Fire Station 5	1701 Town West Blvd	200	John Deere 6068HF485	PE0608L054629 178303-1-1-0809	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
15	PW	Police Station North	4545 S Clyde Morris Blvd	600	Generac P222FE 10456910500	EUY08802353 2101166	\$ 80.00	\$ 554.00	\$ 520.00	\$ 1,154.00
16	PW	Police Station South	4545 S Clyde Morris Blvd	600	Generac P222FE 10456910500	EUY08802353 2101166	\$ 80.00	\$ 554.00	\$ 520.00	\$ 1,154.00
17	PW	Public Works	407 Virginia Avenue	175	Cummins 6CTA.6 Cummins 6063HF485	46276204 A030453821	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
18	PW	Public Works Backup	407 Virginia Avenue	400	Detroit 6063TK35 400 DSE	06R083131683	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
19	PW	Public Works Portable	407 Virginia Avenue	25	Kohler Generator / John Deere Power Spectrum 4045TF250 60DSEJB	7040380346409 4038FF001 PE4045T247110 752348	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
20	WRF	Christlency Lift Station	5403 Christlance Ave	80	Spectrum 4045TF250 60DSEJB	R606081A109808 673885	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
21	WRF	Herbert & Nova Lift Station	3655 Nova Road	160	Spectrum 6061AF001 160DSEJB	05006001369	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
22	WRF	Lab Operations	541 Ruth Street	50	John Deere 4024HF285	250300587 LM683208-0207	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
23	WRF	Ponce Inlet Master Lift Station	4668 S Peninsula Dr	100	CAT 3116DU 362G34609	5362001357 701714	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
24	WRF	Reclaimed Wtr Plant North	817 Oak Street	900	Spectrum R1637K36900DSE4	5362001340 701669	\$ 80.00	\$ 754.00	\$ 798.00	\$ 1,632.00
25	WRF	Reclaimed Wtr Plant South	817 Oak Street	900	Spectrum R1637K36900DSE4	PE4045T220274 740030	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
26	WRF	Taylor / Countryside Lift Station	633 Taylor Rd	60	Spectrum 4045TF250 60DSEJB	6YR01860	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
27	WRF	Williamson Regional Lift Station	5955 S Williamson Blvd		CAT	K000172192	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
28	WRF	WRF Portable 1	817 Oak Street	80	Onan 4BT.6G4 DGCB4481442	K000172193	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
29	WRF	WRF Portable 2	817 Oak Street	80	Onan 4BT.6G4 DGCB4481442	ZL4080472-02	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
30	WTP	Artesian Way	2776 Artesian Way	135	Detroit	YF18538376125	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
31	WTP	Cypress Head	8231 Palm Vista Street	100	Detroit	ZL4080472-02	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
32	WTP	Drema Way	2440 Drema Way	135	Detroit	665388	\$ 80.00	\$ 854.00	\$ 798.00	\$ 1,732.00
33	WTP	Garnsey Water Plant	4400 Wellfield Road	1250	Kohler	PE 6068L 104339 318770-2-1-0310	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
34	WTP	Oceans	2842 Ridge Road	180	MTU 6068HF485 160RJC8013	318770-2-2-0310	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
35	WTP	Peninsula	4270 S Atlantic Ave	180	MTU	2034929	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
36	WTP	PO Well 12	2428 Harley Road	230	Kohler	318770-1-1-0310	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
37	WTP	PO Well 15	1264 Richey Road	180	Kohler	2033898	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
38	WTP	PO Well 23	2805 Campsite Road	230	Kohler	2034978	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
39	WTP	PO Well 8	2308 Campsite Road	230	Kohler		\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
TOTAL BASE BID:										\$ 42,680.00
For repair and installation Services:										\$ 100.00
No service or Mileage Charges										\$ 150.00
Markup from cost on parts (Not to exceed 15%)										15%

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed Bids from general contractors to obtain the services of a qualified generator service contractor to provide preventive maintenance, load bank testing, regular repair and service and emergency repair and service.

SCOPE OF WORK:

The City of Port Orange is seeking qualified Generator Contractors to perform required maintenance and inspection of the Emergency Generators listed in the bid form.

All work will be in accordance with the equipment manufacturer recommendations and in compliance with all applicable laws and standards of service.

The Contractor will provide emergency troubleshooting/repair service response within three (3) hours . Contractors closest repair shop must stock standard consumable parts and supplies and be within three (3) hours travel time to the City limits.

The Contractor shall provide a formal, written report after each service which will document the findings including pictures and/or video and provide recommendations with cost estimates.

The Contractor is required to perform all work in accordance with the manufacturer's recommendation for each unit serviced. The work will include but not limited to the following tasks:

ANNUAL SERVICE:

- Change all lube oil and fuel oil filters. Analysis of engine lube oil will be performed. (Analysis of oil is maintained on record for future comparison, copies of record are provided on request at no additional charge.)
- The vendor is responsible to dispose of used oil, filters, fluids and other items replaced.
- Vendor to provide all filters and fluids. City to supply oil at each location.
- Testing the coolant solution for proper freeze protection and corrosion inhibitors and report results.
- Service battery(s), check battery set(s) for proper electrolyte levels and replenishing as needed.
- Verifying specific gravity of battery(s) (lead acid only), Al-cad/ Ni-cad batteries will be checked for proper volts per cell with results recorded.
- Inspect and clean battery connections and coat connections with an applicable corrosion inhibitor.
- Verify proper operation of the battery charger and record voltage and charging rate.
- Inspect and lubricate generator bearings.
- Inspect and lubricate airflow louvers.
- Check all hoses, belts, etc. for wear. Apply conditioner as recommended by the manufacturer

- Clean dirt and dust from the unit.
- Perform 4-hour full load bank test on the generator. Check all temperatures, fluids, voltage, etc. to ensure proper operation
- Thermal heat scan of engine, generator, radiator, and switchgear.

ANNUAL SERVICE VISUAL CHECKS:

- Inspect radiator/ heat exchange assemblies (condition and leaks).
- Inspecting air cleaner assemblies (cost of replacing air cleaners IS NOT INCLUDED should it be necessary).
- Inspect air inlet piping.
- Inspect exhaust manifold and piping.
- Inspect water hoses for pliability, tighten clamps as needed.
- Inspect engine mounts, vibration isolators.
- Inspect electrical wiring for loose connections, frayed wires.
- Inspect fuel system, which includes verification of proper day tank operation, priming pump operation, and fuel injection system (condition and leaks).
- Inspect and adjust all belts (cost of replacing belts IS NOT INCLUDED should it be necessary).
- Inspect and clean crankcase breather.
- Inspect generator field and stator windings (megaohm testing of windings can be done at additional cost).
- Clean and inspect rectifier bridge.

ANNUAL PERFORMANCE EVALUATION:

- Check operation of the starter motor (cranking ability, voltage drop on start).
- Check engine smoke at start and during operation.
- Verify proper operation of gauges, metering, indicators (operation, condition and adjustments as needed).
- Check and record battery charge rate from unit mounted alternator (if applicable).
- Check fuel transfer pump (PSI, valves, conditions, and leaks).
- Check lubrication system (leaks, PSI).
- Check Jacket water heater (operation/condition).
- Check temperature regulators (operation, record temperature).
- Vendor to perform a thermal test of generator and transfer switch during operation.
- Verify governor settings (operation, stability, and response).
- Check turbocharger (operation).
- Check aftercooler (condition, leaks).
- Verify safety devices (operation, condition, record results).
- Check control panel (operation, condition).
- Test electric power generation via Automatic Transfer Switch (operation, record voltage, amperage, and frequency).

QUARTERLY SERVICE:

- Verify the proper oil level in the sump. (Make up oil in excess of 1 gallon will be invoiced as an additional charge.)
- Testing coolant solution for proper freeze protection and corrosion inhibitors and recording results.
- Service battery(s) checking battery set(s) for proper electrolyte levels and replenishing as needed.
- Verifying specific gravity of battery(s) (lead acid only), Al-cad/ Ni-cad batteries will be checked for proper volts per cell with results recorded.
- Inspect and clean battery connections and coat connections with an applicable corrosion inhibitor.
- Verify proper operation of the battery charger and record voltage and charging rate.
- Clean dirt and dust from the unit.

QUARTERLY VISUAL CHECKS:

- Inspect radiator/ heat exchange assemblies (condition and leaks).
- Inspecting air cleaner assemblies (cost of replacing air cleaners IS NOT INCLUDED should it be necessary).
- Inspect air inlet piping.
- Inspect exhaust manifold and piping.
- Inspect water hoses for pliability, tighten clamps as needed.
- Inspect engine mounts, vibration isolators.
- Inspect electrical wiring for loose connections, frayed wires.
- Inspect fuel system, which includes verification of proper day tank operation, priming pump operation, and fuel injection system (condition and leaks).
- Inspect and adjust all belts (cost of replacing belts IS NOT INCLUDED should it be necessary).
- Inspect and clean crankcase breather.
- Inspect generator field and stator windings (megaohm testing of windings can be done at additional cost).
- Clean and inspect rectifier bridge.

QUARTERLY PERFORMANCE EVALUATION:

- Check operation of the starter motor (cranking ability, voltage drop on start).
- Check engine smoke at start and during operation.
- Verify proper operation of gauges, metering, indicators (operation, condition and adjustments as needed).
- Check and record battery charge rate from unit mounted alternator (if applicable).
- Check fuel transfer pump (PSI, valves, conditions, and leaks).
- Check lubrication system (leaks, PSI).
- Check Jacket water heater (operation/condition).
- Check temperature regulators (operation, record temperature).

- Verify governor settings (operation, stability, and response).
- Check turbocharger (operation).
- Check aftercooler (condition, leaks).
- Verify safety devices (operation, condition, record results).
- Check control panel (operation, condition).
- Test electric power generation via Automatic Transfer Switch (operation, record voltage, amperage, and frequency).

ANNUAL LOAD BANK TESTING

- During the Annual Service, technician to perform an annual load bank test - 4-hours bank test.

TERM:

The Standard Contract for Services will have an initial term of two (2) years with three (3) one (1) year renewal options agreed upon by both parties.

REFERENCE:

The Contractor must provide the business names, contact persons and telephone numbers of three (3) references for which the firm has provided the services described in ITB #18-05. Include relationships with utility and governmental agencies. It is our intent to contact these references during the award process. The award of the contract will be based on price, references, experience, and ability to respond to emergencies.

End of Scope-of-Work

EXHIBIT “2”

Payment and Performance Bond

Consisting of 3 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

(386) 506-5501

Amount: \$42,680.00

City Project Number: ITB18-05 Emergency Generator Preventative
Maintenance and Emergency Response

Description of Work: Emergency Generator Preventive Maintenance and Emergency Response

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

Legal Description: Various locations, Port Orange, Volusia County, Florida

Front Page

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

Genset Services, Inc.

ITB18-05 Emergency Generator Preventive Maintenance and Emergency Response

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **Genset Services, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FORTY-TWO THOUSAND SIX HUNDRED EIGHTY AND 00/100 DOLLARS (\$42,680.00)**, 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 Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for emergency generator preventative maintenance and emergency response, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2018.

Attest:

GENSET SERVICES, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Keith Friedman, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



City of Port Orange

Public Works & Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Business Manager

DATE: November 13, 2018

SUBJECT: Award ITB #18-05 Generator Preventative Maintenance and Repairs

REQUEST:

The Public Works & Utilities Department requests City Council award ITB 18-05 to Genset Services, Inc. as the lowest responsive bidder for Generator Preventative Maintenance and Repairs for an amount not to exceed \$42,680 for preventative maintenance and \$60,000 contingency for emergency services calls and repairs per fiscal year and authorize the City Manager to exercise renewal options as outlined in the bid documents with a spending authority in an amount not to exceed annual budget as approved by City Council.

PURPOSE:

The purpose of this request is to provide proper maintenance to the City's emergency standby generators.

CONSIDERATION:

The Public Works & Utilities Department is responsible to maintain approximately 39 standby generators. These generators are at various locations throughout the City and require routine maintenance and/or repairs.

On October 5, 2018, the Purchasing Department received five (5) bid responses; Cummins, Inc; Florida Detroit Diesel; TAW Power Systems, Inc.; Paramount Power; and Genset Services, Inc. Of the five (5) bid responses, Cummings, Inc. was deemed non-responsive. The total base bids range from \$42,680 to 86,286.

After careful review, research, and consideration, the Public Works & Utilities Department is recommending the bid award Genset Services, Inc. as the lowest responsive bidder.

The Public Works & Utilities Department is requesting the contract provide a contingency amount of \$60,000. This contingency will cover the cost of emergency services calls and repairs.

The contract is for initial two (2) year term, with the option for three (3) one-year renewals. All renewals are contingent upon mutual written agreement and approved by the City Manager. All work is to be performed under a Purchase orders. The contract will be set for an amount not to exceed \$42,680 for preventative maintenance and \$60,000 contingency for services calls and repairs per fiscal year.

FUNDING:

Water Treatment Plant – Preventative Maintenance

401 0200 533 3414 – Contract Services

Budget: \$31,213

Actual: \$11,038

Water Treatment Plant – Emergency services calls & repairs

401 0200 533 4610 – General Equipment Maintenance

Budget \$22,500

Actual: \$20,000

Water Reclamation Facility – Preventative Maintenance

401 0400 535 3414 – Contract Services

Budget: \$25,000

Actual \$11,536

Water Reclamation Facility – Emergency service calls & repairs

401 0400 535 4610 – General Equipment Maintenance

Budget: \$25,000

Actual: \$20,000

Building Maintenance – Preventative Maintenance

506 4200 539 3470 - Contract Svc for Generator Preventative Maintenance

Budget: \$15,000

Actual: \$20,106

Building Maintenance – Emergency service calls & repairs

506 4200 539 4642 – Generator Repairs – External

Budget: \$20,000

Actual: \$20,000

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council award ITB 18-05 to Genset Services, Inc. as the lowest responsive bidder for Generator Preventative Maintenance and Repairs for an amount not to exceed \$42,680 for preventative maintenance and \$60,000 contingency for services calls and repairs per fiscal year and authorize the City Manager to exercise renewal options as outlined in the bid documents with a spending authority in an amount not to exceed annual budget as approved by City Council.

ANTICIPATED SCHEDULE:

- a.) Council Meeting date – December 4, 2018
- b.) Approved contract – December 7, 2018

ATTACHMENTS:

- a.) ITB 18-32 Bid tabulation
- b.) ITB 18-32 Original Bid Documents & Amendment
- c.) ITB 18-32 Intent to Award
- d.) Genset Bid Submission



NOTICE OF INTENT TO AWARD

ITB #18-05 EMERGENCY GENERATOR PREVENTIVE MAINTENANCE AND EMERGENCY RESPONSE

November 7, 2018

On October 5, 2018 Purchasing received Five (5) proposals for ITB #18-05 EMERGENCY GENERATOR PREVENTIVE MAINTENANCE AND EMERGENCY RESPONSE.

After review of the proposals submitted, City Staff recommends award to the lowest responsive, responsible bidder, Genset Services Inc. in accordance with the listed total base bid of \$42,680.0.

Recommendation to award will be presented for City Council approval on December 4, 2018.

**Joseph Castro
Buyer**

Original

**City of Port Orange,
Florida**

**Emergency Generator Preventative Maintenance
and Emergency Response**

ITB #18-05

Due : 2:30 PM October 5th, 2018



Sales & Service for Standby Engine Generators

Genset Services, Inc. – North Service Center

Dale Denio – Account Representative

ddenio@gensetservices.com

578 Cooper Oaks Court

Apopka, FL 32703

Phone: 407 532-0414

Fax: 407 532-0415

Toll Free: 866-9-GENSET

Website: <http://www.gensetservices.com>



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
- ☒ Copy of Contractors License
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Genset Services, Inc.
Name of Business

Authorized Signature
10/04/2018
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):

Genset Services, Inc.

NAME OF BUSINESS

578 Cooper Oaks Court

MAILING ADDRESS

[Signature]

AUTHORIZED SIGNATURE

Apopka, Florida 32703

CITY, STATE & ZIP CODE

Dale Denio, Accounts Representative

NAME, TITLE, TYPED

407-532-0414 / 407-532-0415

TELEPHONE NUMBER / FAX NUMBER

68-0537127

FEDERAL IDENTIFICATION #

ddenio@gensetservices.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Orange

The foregoing instrument was acknowledged before me this day of October 4th, 2018, by Dale Denio, who is personally known to me, and who has provided identification and who did take an oath.

My Commission Expires:

Notary Public



This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 09/04/2018 Addendum # 2 Date: 09/21/2018

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."

Genset Services, Inc.

Name of Business

By: [Signature]

Printed Name: Dale Denio

Title: Accounts Representative

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 4th day of October, 2018, by
Dale Denio as Accounts Representative of

(NAME)

(TITLE)

Genset Services, Inc.

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

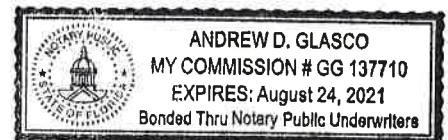
☐ has produced _____ as identification.

Andrew Glasco

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.

Genset Services, Inc.

Name of Business

By: [Signature]

Printed Name: Dale Denio

Title: Accounts Representative

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 4th day of October, 2018, by
Dale Denio (NAME), as Accounts Representative (TITLE) of

Genset Services, Inc.

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

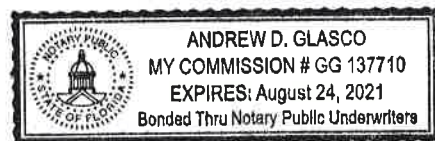
☐ has produced _____ as identification.

Andrew Glasco

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



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

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

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

1. The business address of 578 Cooper Oaks Court, Apopka, Florida 32703 (name of Offeror or business) is Genset Services, Inc.
2. My relationship to Jose Santos (name of Offeror or business) is Vice President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
- ~~7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Genset Services, Inc.

Name of Business

By: Jose Santos

Printed Name: Jose Santos

Title: Vice President

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 4th day of October, 2018, by Jose Santos, as Vice President of Genset Services, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

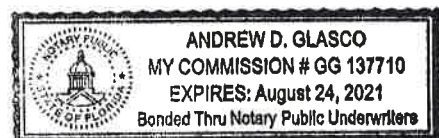
☐ has produced _____ as identification.

Andrew Glasco

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.6 – ANTI-COLLUSION FORM

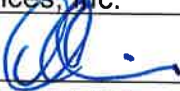
ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Genset Services, Inc.

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

PRINTED SIGNATURE: Dale Denio

TITLE: Accounts Represtative

ADDRESS: 578 Cooper Oaks Court

Apopka
CITY: STATE: Florida ZIP CODE: 32703

407-532-0414
TELEPHONE: FAX: 407-532-0415

COMPLETION TIME: 12:00 PM 10/04/2018

F.E.I.N. NUMBER: 68-0537127

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.
Genset Services, Inc.
- B. Permanent main office address.
3100 Gateway Drive, Pompano Beach, Florida 33069
- C. Date organized.
January 3rd 2003
- D. If a corporation, where incorporated.
State of Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
15
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
Approximatley 1500 customers between or south Florida office and central Florida office
- G. General character of work performed by your company.
Industrial and Commercial Generator Sales and Service
- 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 attachment
- K. List your major equipment currently owned or leased.
see attachement
- L. Experience in work similar to this type of project.
see attachement
- M. Background and experience of the principal members of your organization, including the officers.
see attachement
- N. Credit currently available: \$15,000,000.00
- O. Give bank reference: BB&T
- 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.

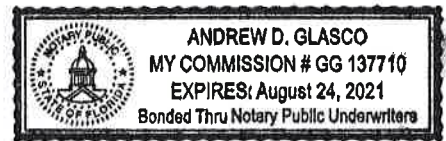
Genset Services, Inc.
Name of Business
By: [Signature]
Printed Name: Dale Denio
Title: Accounts Representative

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 4th day of October, 2018, by
Dale Denio, as Accounts Representative
of Genset Services, Inc. and who:

[Notary: Please select one]
☒ is personally known to me; or
☐ has produced _____ as identification.

Andrew Glasco
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: Florida Turnpike Enterprise - FDOT
Contact Person: Mr. Leonard Robinson
City, State: Ocoee, Florida 34761
Telephone Number: 407-264-3331
Email Address: leonard.robinson@dot.state.fl.us
Description of goods or
Services provided: Major, Minor PMs Load Bank Testing, Fuel Polishing and repairs of 87 generators
Contract Amount: _____
Start/End Date of Contract: 2011-2020
2. Company Name: University of Central Florida
Contact Person: Mr. Michael Stefanowicz
City, State: Orlando, FL 32816
Telephone Number: 407-823-1389
Email Address: michael.stefanowicz@ucf.edu
Description of goods or
Services provided: Annual major and minor PMs, load bank testing, repairs of 68 campus generators
Contract Amount: _____
Start/End Date of Contract: 2013 - current
3. Company Name: School Board of Seminole County
Contact Person: Mr. Jay Osteen
City, State: Sanford, Florida 32773
Telephone Number: 407-320-7412
Email Address: jay.osteen@scps.k12.fl.us
Description of goods or
Services provided: District wide maintenance and repair
Contract Amount: _____
Start/End Date of Contract: 2012 - current

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

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 #18-05

BUSINESS NAME: Genset Services, Inc.

CONTACT PERSON/TITLE: Dale Denio / Accounts Representative

MAILING ADDRESS: 578 Cooper Oaks

CITY-STATE-ZIP: Apopka, Florida 32703

Length of Time at Address Provided: 4 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): 68-0537127

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

PHONE NUMBER: 407-532-0414

FAX: 407-532-0415

EMAIL: ddenio@gensetservices.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 Dale Denio who, after being sworn according to law, stated that he or she was authorized to represent Genset Services, 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 4th DAY OF October, 20 18

My Commission Expires: _____

 10/04/2018

SIGNATURE OF AFFIANT DATE

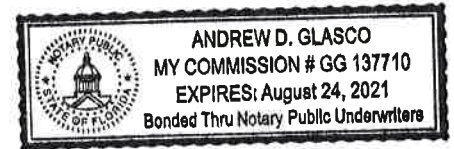
Dale Denio / Accounts Representative

PRINTED NAME OF AFFIANT / TITLE

Genset Services, Inc.

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND EMERGENCY RESPONSE
ITB # 18-05

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.

NAME OF BUSINESS:	Genset Services, Inc.
CONTACT PERSON:	Dale Denio
EMAIL ADDRESS:	ddenio@gensetservices.com
AUTHORIZED SIGNATURE:	

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

NO.	DEPT	LOCATION	PHYSICAL ADDRESS	KW	MAKE	S/N	QUARTERLY SERVICE PER SPECIFICATIONS	ANNUAL SERVICE PER SPECIFICATIONS	LOAD BANK (4 HOURS)	EXTENDED COST
1	Drainage	Ruth Street Pump	541 Ruth Street	275	Baldor IDLC275-4JU John Deere 6068HF484	37227326 C070042106	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
2	Drainage	Trailwood Pump Station - Cambridge	5839 Trailwood Dr	750	Cummins Onan QTS30 G5	37227326 C070042106	\$ 80.00	\$ 654.00	\$ 520.00	\$ 1,254.00
3	Parks	Cypress Head Clubhouse	6231 Palm Vista Street	200	Marathon Detroit	10637405 432RSL4511BH	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
4	Parks	Gymnasium	4655 City Center Circle	155	MTU 400FDR8024GG 10637305	6A0421786 MB-95189	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
5	Parks	Parks & Recreation Warehouse	5839 Trailwood Dr	45	John Deere Magnamill Genset	TO4276D126719 RN3256824	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
6	Parks	Pavillion	1999 City Center Circle	250	Deloit 6063MK35	06R0897648 2095153	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
7	Parks	Pavillion Backup Generator	4655 City Center Circle	155	Marathon Detroit	440FDR8024GG 10637305	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
8	PW	City Hall	1000 City Center Circle	400	Detroit 6063TK35 400 DSE	06R08347030 2047132	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
9	PW	City Hall Annex (Old Police Department)	1395 Dunlawton Avenue	275	Detroit 6063TX35 275RQZD	06R0509875 0632631	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
10	PW	Fire Station 1	4200 S South Ridgewood	150	Cummins QSB7-G5 w/400 Amp ATS	J170258237/H17M2406 88	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
11	PW	Fire Station 2	6027 Central Park Blvd	200	John Deere 6068HF485	PE6068L055157 178301-1-1-0808	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
12	PW	Fire Station 3	1090 City Center Blvd	400	Cummins DFCE5601251	30369608 C030482468	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
13	PW	Fire Station 4	6701 Airport Road	130	Generac 99A037985 9G22T87800867	TE861237 2049289	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
14	PW	Fire Station 5	1701 Town West Blvd	200	John Deere 6068HF485	PE6068L054629 178293-1-1-0808	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
15	PW	Police Station North	4545 S Clyde Morris Blvd	600	Generac P222FE 10456910500	EUY0B802353 2101168	\$ 80.00	\$ 554.00	\$ 520.00	\$ 1,154.00
16	PW	Police Station South	4545 S Clyde Morris Blvd	600	Generac P222FE 10456910500	EUY0B802353 2101165	\$ 80.00	\$ 554.00	\$ 520.00	\$ 1,154.00
17	PW	Public Works	407 Virginia Avenue	175	Cummins 6CTA8.3 DGR5588551	48276204 A030453821	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
18	PW	Public Works Backup	407 Virginia Avenue	400	Detroit 6063HK35 400 DSE	06R083131683	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
19	PW	Public Works Portable	407 Virginia Avenue	25	Kohler Generator / John Deere Power	T04039D346489 4039EF001	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
20	WRF	Christlancy Lift Station	5403 Christlance Ave	80	Spectrum 4045TF250 60DSEJB	PE40451247119 752348	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
21	WRF	Herbert & Nova Lift Station	3655 Nova Road	150	Spectrum 6081AF001 150DSEJ	RG6081A109800 673885	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
22	WRF	Lab Operations	541 Ruth Street	50	John Deere 4024HF285	95090601369	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
23	WRF	Ponce Inlet Master Lift Station	4668 S Peninsula Dr	100	CAT 3116DJ 362G34606	25G00567 LM683208-0207	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
24	WRF	Reclaimed Wtr Plant North	817 Oak Street	900	Spectrum R1637K36900DSE4	5362001357 701714	\$ 80.00	\$ 754.00	\$ 798.00	\$ 1,632.00
25	WRF	Reclaimed Wtr Plant South	817 Oak Street	900	Spectrum R1637K36900DSE4	5362001340 701699	\$ 80.00	\$ 754.00	\$ 798.00	\$ 1,632.00
26	WRF	Taylor / Countryside Lift Station	633 Taylor Rd	60	Spectrum 4045TF250 60DSEJB	PE40451220274 740030	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
27	WRF	Williamson Regional Lift Station	5955 S Williamson Blvd		CAT	6YR01660	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
28	WRF	WRF Portable 1	817 Oak Street	60	Onan 4BT.9G4 DGCB4491442	K000172192	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
29	WRF	WRF Portable 2	817 Oak Street	60	Onan 4BT.9G4 DGCB4491442	K000172193	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
30	WTP	Artesian Way	2775 Artesian Way	135	Deloit	ZL4080472-02	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
31	WTP	Cypress Head	6231 Palm Vista Street	100	Detroit	YF19538376125	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
32	WTP	Drema Way	2440 Drema Way	135	Detroit	ZL4080472-02	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
33	WTP	Garnsey Water Plant	4400 Wellfield Road	1250	Kohler	665388	\$ 80.00	\$ 854.00	\$ 798.00	\$ 1,732.00
34	WTP	Oceans	2842 Ridge Road	180	MTU 6068HF485 180R/C6DT3	PE 6068L 104339 318770-2-1-0310	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
35	WTP	Peninsula	4270 S Atlantic Ave	180	MTU	318770-2-2-0310	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
36	WTP	PO Well 12	2426 Harley Road	230	Kohler	2034929	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
37	WTP	PO Well 15	1264 Richel Road	180	Kohler	318770-1-1-0310	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
38	WTP	PO Well 23	2805 Campsite Road	230	Kohler	2033696	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
39	WTP	PO Well 8	2398 Campsite Road	230	Kohler	2034978	\$ 80.00	\$ 554.00	\$ 400.00	\$ 1,034.00
							TOTAL BASE BID:			\$ 42,680.00
For repairs and installation Services:							Business Hours/Rate per Hour			\$ 100.00
No service or Mileage Charges							Holiday or After Hours /Rate Per Hour			\$ 150.00
							Markup from cost on parts (Not to exceed 15%)			15%

This bid is conditioned with the "use of an annual bond form" with "no penalty to the surety for non-renewal."

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Genset Services, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3100 Gateway Dr., Pompano Beach, FL 33069 Tel.: 954-956-9252 (hereinafter called "PRINCIPAL"), and The Hanover Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1410 Rocky Ridge Dr., #200, Roseville, CA, Tel.: 530-263-0334 (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 the Bid Amount 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 October 5th, 2018, for:

Project Name / Bid No.: ITB #18-05

Emergency Generator Preventative Maintenance and Emergency Response

Project Address: City of Port Orange, FL

Legal Description: See Attached

Description of Work: Provide preventive maintenance, load bank testing, regular repair and service and emergency repair and service

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 05th day of October, 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: Genset Services, Inc.
[Signature]
Signature
Vice President
Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

ATTEST:

[Signature]
Signature

Corporate Secretary (Affix Corporate Seal)

SURETY: The Hanover Insurance Company
[Signature]
Attorney-in-Fact (signature)
Bonnie Robbins, Attorney In Fact
Name & Title
Bonnie Robbins
Name of Local Resident Agent
1855 West State Rd 434, Longwood, FL
City, State, Zip
407-998-4278
Telephone:
A.M. Best No.: 002225 NAIC No.: 22292

STATE OF Florida
COUNTY OF Seminole

Before me this day personally appeared Bonnie Robbins (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Hanover Insurance Company (corporate surety) and that this person has been authorized by Hanover 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
[Signature]
Sworn to / Affirmed and subscribed before me this 02nd day of October, 2018, by
[Signature] who is personally known to me or who produced
_____ as identification.

[Signature]
Megan Olivia Balingit

NOTARY PUBLIC - STATE OF FL
Type or print name: Megan Olivia Balingit

Commission No.: GG002878
Commission Expires: June 15, 2020

(Seal)



Megan Olivia Balingit
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG002878

Expires 6/15/2020

END OF BID BOND

This document must be completed and returned with your Submittal

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Brenna Page Tuccelli, Barry R. Page and/or Bonnie Robbins

Of Insurance Office of America dba IOA Insurance Services of Sacramento, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

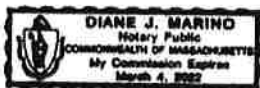
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 13th day of December, 2016.



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 13th day of December 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Peto
J. Michael Peto, Vice President

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5th day of October 2018

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

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 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

Tax Collector Scott Randolph**Local Business Tax Receipt****Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2018**EXPIRES 9/30/2019**

3100 GENERATOR REPAIRS/SE \$30.00

5 EMPLOYEES | 3501 PARTS SALES

\$30.00

3100-0590605
5 EMPLOYEES |

TOTAL TAX \$60.00
PREVIOUSLY PAID \$60.00
TOTAL DUE \$0.00



FRIEDMAN KEITH INC

GENSET SERVICES INC
FRIEDMAN KEITH INC
578 COOPER OAKS CT
APOPKA FL 32703

578 COOPER OAKS CT
D - APOPKA, 32703

PAID: \$60.00 2502-04148134 7/19/2018

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

octaxcol.com |    octaxcol

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Genset Services, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see Instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See Instructions. 3100 Gateway Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Pompano Beach, FL 33069	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
6	8		-	0	5	3	7	1 2 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



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

September 4, 2018

ITB# 18-05 EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND EMERGENCY RESPONSE

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above-referenced project dated August 31, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

In ITB #18-05 it states that vendor must have a ~~General Contractors license~~ in the Legal Ad under "Description" and in "Section 1". This is incorrect!

The correct language is as follows: 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.

In all other respects, except as specifically stated herein, the subject ITB No.1 remains unchanged.

END OF ADDENDUM NO. # 1



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

September 21, 2018

ITB# 18-05 EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND EMERGENCY RESPONSE

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above-referenced project dated August 31, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the 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. In the excel spreadsheet, the matrix set up for the automatic tally of prices does not multiple the quarterly price we input by three; would you like us to provide the amount for all three quarterlies into this field or was this a typo and you only need an annual and semi-annual?
Answer: Vendors are not to multiply. We simply want the price for one quarterly service one annual service and one load test per each generator.
2. The CAT on line 27 of the pricing spreadsheet does not have a kw size, can you please provide?
Answer: We do not have this information.
3. Are the generators equipped with cam to cam connections for load banking?
Answer: No
4. Can you please provide a bid tabulation for the last awarded contract?
Answer: There was no previous bid.
5. I know the city provides all oil for the services minus the top offs if needed, but will the city dispose of the old oil as well?
Answer: no, the contractor will dispose of all used fluids, filters, etc.

6. On the "attachment 1 schedule of unit pricing" sheet on page 59, it asks for pricing for the annual service per specifications and the load bank pricing in two separate blocks. Per the bid, the load bank is to be performed during the annual service therefore is part of the price per annual per unit.

Does the city want us to include the price for load banks into the annual service or only in the blocks provided?

Answer: We want the cost of load bank testing separate from the annual service. Load bank testing is an option in the bid that the City may/may not decide to do.

The load bank testing, if the option is accepted by the City, would be scheduled with the successful vendor. That schedule could be incorporated into the annual service. Basically, load bank testing needs to be a line item of its own, not included with the cost of an annual service

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

END OF ADDENDUM NO. # 2



GENSSER-01

SCHALKH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2018

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 Insurance Office of America, Inc. 2056 Vista Parkway, Suite 350 West Palm Beach, FL 33411		CONTACT NAME: Jaclyn Dillon PHONE (A/C, No, Ext): (561) 868-9011 FAX (A/C, No): (561) 868-9001 E-MAIL ADDRESS: Jaclyn.Dillon@ioausa.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Casualty & Surety Company of America NAIC # 31194	
		INSURER B: Associated Industries Insurance Company, Inc 23140	
		INSURER C: St Paul Surplus Lines Insurance Company 30481	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			660-7K239069	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8107K244541	05/15/2018	05/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP-0L054283	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AWC1108682	05/15/2018	05/15/2019	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution			61M97381	05/15/2018	05/15/2019	Each Condition \$ 1,000,000
A	Professional Liab			61M97381	05/15/2018	05/15/2019	Each Act \$ 1,000,000

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

CERTIFICATE HOLDER

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

Genset Services, Inc.

578 Cooper Oaks Court
Apopka, Florida 32703

Contractor Background

Genset Services Incorporated is a Florida based generator maintenance, repair and emergency service company with two strategic locations serving the entire state. Our Corporate Headquarters and South Florida Service Center is located in Pompano Beach and our Central Florida Service Center is located in Apopka. Our core business is contracted National Fire Protection Agency compliant generator maintenance with generator; repair, rental, sales & installation, Generac service training and Generac (Baldor) parts sales as smaller segments of our business. We promote and apply time proven standardized processes and procedures to offer cost effective and reliable preventative maintenance service. In performing maintenance, our chief goal is to eliminate downtime and to minimize Service Calls.

Founded in 2003, we are a constantly expanding fifteen year old company and we currently employ over sixty employees with annual sales in excess of 10 million dollars. Over two thirds of our team can be dispatched directly from home and they are in the field daily performing NFPA 110, DNV & ACHA compliant inspections, maintenance & repairs. Unequalled communication and setting the industry standard for customer service are a company wide goal for every Genset Service's employee. Being a small private company allows us to know our customers, react quicker and be the exception. We do the work as specified or quoted and without cutting corners. We follow original equipment manufactures recommended maintenance guidelines or procedures and we use the parts and materials they recommend and accept. Twenty-four hour a day emergency service without an answering or dispatch service is one thing that clearly separates us from our competitors. A Genset Service's employee answers every call and our technicians are dispatched from that single point of contact. Our employees understand the nature and urgency of our industry, so we are always ready when you need us.

Our technicians are dispatched daily throughout the state to perform routine general maintenance duties, but they are constantly available as needed for immediate repairs. By virtue of having customers coast to coast and general maintenance duties thereof, we always have field service personnel nearby. Unlike some companies, we don't have area specific or territory based field service technicians, so we have multiple field assets at our disposal every day. All of our technicians are dispatched from our Service Centers. Whereas a given competitor may have one, two or possibly three technicians to service this business, we have ten Central Florida based technicians on the road daily to be deployed as needed to transport equipment and parts or as an additional set of hands or strong back on a job site.

Genset Services, Inc.

578 Cooper Oaks Court
Apopka, Florida 32703

On a daily basis, our technicians are scheduled to perform a variety of routine maintenance services. This includes load bank testing and fuel polishing, as a scheduled general maintenance task too. When needed and as required, we perform small and large repairs on generator ends, engines, enclosures & transfer switches. The small less pressing repairs being scheduled to be performed in conjunction with other work or scheduled maintenance to save time and money. The larger jobs being scheduled to minimize down-time, rental or repair expense. The larger repairs consist of everything from replacing a large radiator core to installing a new fuel tank. From transfer switches to replacing transition duct work or louvers, we can complete the job without a subcontractor. We service all brands of generators, engines and switchgear and we perform any and all repairs that come our way in the process.

With long standing relationships with virtually every power generation equipment manufacturer of merit, we also have expert factory technical resources at our disposal as needed. These relationships benefit us most when working on equipment that may be under warranty or in situations where parts or components have defects or faults that may need to be pursued under warranty with the equipment manufacturer directly. Knowing who to contact and having an existing working relationship always makes getting answers quicker and simpler. From installing new factory firmware in a generator controller or sourcing the best price on a large and costly component, our long term business relationships in the industry and our company wide buying power benefit our customers as well.

Having two Service Centers allow us to serve the entire state, while affording us the added staff for any regional or area specific emergency that may come our way. Our Central Floriad Service Center consists of ten Generator Service Technicians, a Service Manager, two Service Writers, a Business Development person, a Service Coordinator and a Warehouse person. Our South Service Center is our back-up support in the way of additional technicians and equipment. By pooling our resources, both our Central and South Florida Service Centers have the ability to increase in size for extra support in an emergency. Also, the added redundancy of two locations gives our customers the security of a complete secondary infrastructure and hierarchy when called upon to support them in a time of crisis affecting a given region of Florida. From forwarding our phones to transferring mobile generators to the area of need, having a second location is a great benefit to our customers. Our two Service Centers provide the secondary support we require and our customers expect in an emergency situation affecting a given region of Florida or an entire community.

Genset Services, Inc.

578 Cooper Oaks Court
Apopka, Florida 32703

Our Central Florida Service Center would be our point of service for this work. All communications, reporting, billing, service coordination and dispatch would be handled by this location. Our team of ten field generator service technicians would be responsible for all of the maintenance and service repairs.

Our new 7,500 square foot Central Florida Service Center in Apopka houses all of the personnel, spare parts and specialized equipment to support this business. Our warehouse also contains the most common spare (voltage regulators, engine block heaters, generator and transfer switch control boards, control and safety relays, governor controllers, belts, hoses, radiator caps and actuators) for the most common generators. These parts are often required to repair or replace components over a weekend, holiday or in an emergency situation. Our more specialized or trailer mounted equipment like mobile generators, load banks, fuel polishing equipment, mobile cranes, cutting torches or plasma cutters, pipe threaders and welders are housed and dispatched as required from this location too. All of our service trucks are well labeled late model ¾ ton side access tool box panel vans or workbed trucks and all of them have the capacity to safely and legally tow everything from a G290 rental generator to our largest load bank. Our larger 1250 kW or 1750 kW generators are towed by a power unit and anything in between is towed by an F350 one ton service truck. Our service technicians drive their trucks home each night and they can easily be dispatched directly as needed. They frequent our Service Centers on a weekly, if not daily basis depending on the work scheduled or the job being performed. Additionally, our service trucks carry the spare parts required for both daily repairs and the less common after-hours calls. With ten field service trucks that are fully stocked and constantly restocked with all of the tools and spare parts required to perform general maintenance and basic service repairs in a single visit, our Central Florida Service Center has the capability to serve our customers very well for both emergency service or routine maintenance.

Genset Service's primary focus and core business is commercial power generation service. We perform annual, semi-annual, quarterly and monthly maintenance in our normal course of business. Our typical customer has power generation equipment to support life safety, critical support equipment or basic essential services. Our primary mission is to maintain their equipment and to keep it in working order at all times. Our secondary mission and function is non-emergency and emergency repair, for those times when equipment fails to work as designed or when parts or components fail prematurely or without notice. Our Central & South Florida Service Centers are our regional offices and warehouse locations for spare parts, equipment and specialized tools. We own our service equipment & machinery and we offer all power generation maintenance services in house, without the use of subcontractors.



Sales & Service for Standby Engine Generators

Genset Services, Inc.

**578 Cooper Oaks Court
Apopka, Florida 32703**

Genset Services, Inc. has the capability to perform all major generator, industrial engine and transfer switch repairs and upgrades in-house. On a weekly basis, we repair and replace; radiators, generator ends, fuel tanks, generator enclosures, engine replacement, injection pumps, generator and engine controllers. From original equipment to aftermarket replacements for obsolete or non-cost effective OE parts, we replace OE equipment and upgrade outdated equipment on a regular basis. We also perform multiple large projects on a yearly basis. We provide; medium voltage load bank testing, switchgear upgrades, generator installations and installation of RICE NESHAP compliant exhaust catalysts with emission testing. We provide mobile generators to fit the need of any application, no matter the size. We work with an electrical contractor for the installation of both generators and switchgear. From engineering, single line drawings to the permitting, we can provide a turn-key power-generation project. We offer; fuel, oil and coolant sampling in conjunction with scheduled maintenance. We also provide the samples to a third party laboratory for testing. With multi-year contracts, we have the ability to readily provide trend analysis and historic data from the laboratory reports. We offer fuel polishing and the chemical treatment of fuel in tandem with our fuel testing. With the Federal Government's introduction of ethanol or bio-fuel to our diesel fuel, we have become quite adapt at chemically treating fuel issues.



Sales & Service for Standby Engine Generators

Genset Services, Inc.

578 Cooper Oaks Court
Apopka, Florida 32703

Genset Services, Inc. will make the Sumter County a priority customer in the event of an emergency. The Counties generator maintenance and repair business requires a company with the resources to provide dedicated service. With generators running continuously for one or more days, Without fail, fuel filters will clog as fuel tanks draw to new low levels, breakers will open from being under loads in our summer heat, controls will sound alarms and pre-alarms and some may even shut down engines with various simply fixed or resettable faults. The Counties staff will busy with their own duties and the effort and energy to keep your back-up power operating will fall squarely on the back of your generator maintenance and service repair vendor. The liability of keeping your power generation equipment up and running will be a shared one. Genset Services recognizes the importance of your back-up power equipment. If given the opportunity, we are prepared for the business at hand and the duties required.

In the event of a regional or state-wide emergency (natural disaster, severe weather or an act of terrorism) and under our approach to service during this difficult time, Genset Services will respond very much like we do on a daily basis. Your call is received and we react accordingly, twenty-four hours a day. As conditions deteriorate or drastic situations present themselves, we switch gears from our maintenance schedule to planning and performing emergency service as needed. Our emergency approach is based on identifying what customers are going to be affected as soon as possible and allocating or directing our resources to respond with the appropriate scale and measure to support them. From an isolated tornado disabling power to a given neighborhood causing isolated lift stations to run on back-up power to a hurricane disabling the power to an entire region, we know what to expect and how to support our customers. We are not limited to a single contact person or emergency phone number either. We answer our phones twenty-four hours a day and we don't rely on an answering or dispatch service to schedule service calls. If a phone is not answered after three rings, it automatically switches or forwards to the Service Manager at our other branch. Additionally, we have three different forms of phone connection available, all of which have the capability to be seamlessly forwarded to the next available option or phone service as needed.

Our internet service and messaging thereof run congruent to our phone system and our ability to monitor internet messages is the same as our phone system. Our computer system uses a sequel or back-up server that is well outside of our region (Southeast). All

Genset Services, Inc.

**578 Cooper Oaks Court
Apopka, Florida 32703**

relevant service information (contacts, equipment, locations, service records, parts inventories (warehouses and individual service trucks) is safeguarded from any form of damage and our access to the information is considered to be fail safe. If one of our branches is so greatly affected and their ability to respond is completely compromised, the other branch will seamlessly assume the role of handling all service functions and this includes using the technicians and resources from the other branch. Our current level of Generator Service Technicians is very capable of meeting the needs and requirements of our customers in both a non-emergency and emergency situation, by switching from a maintenance role to a 100% emergency repair function. Sales and support employees take-over expanded duties to support repairs and they function in that role until all of our customers are running without issue. Additionally, Generac has a current emergency contingency plan to set-up at least one semi-trailer with spare parts and equipment in one of our facilities and to bring in additional Generac staff from Wisconsin to support us with additional staff for service calls and parts logistics. This plan was in affect three years ago for the first time, but wasn't needed. We have worked through multiple severe weather events in the past and our experience has helped us form the system of support and communication we currently employ.

The following equipment is based and deployed from our Central Florida Service Center in Apopka.

Genset Services, Inc.

578 Cooper Oaks Court
Apopka, Florida 32703

Vehicles

Eight (8) GMC ¾ Ton Savana Pro Side Tool Box Vans

Four (4) GMC ¾ Ton Tool Box Bed Pick-up Truck

Two (2) GMC 2500 Heavy Duty Tool Box Bed Pick-up Truck

One (1) Ford F350 Pick-up Truck

Load Banks

One (1) 1250 kW Load Bank

One (1) 1000 kW Load Banks

Two (2) 300 kW Load Banks

Four (4) 100 kW Load Banks

Fuel Polishing Equipment

Four (2) Portable – 9 to 12 gallon per hour fuel polishing equipment

One (1) Isuzu Box Truck – self-contained 60 to 80 gallon per hour fuel polishing equipment (*this truck is based and deployed from both Service Centers as needed*)

Mobile Generators

One (1) 1750 kW Mobile Generator (*this generator is based and deployed from both Service Centers as needed*)

Two (2) 1500 kW Mobile Generators (*these generators are based and deployed from both Service Centers*)

One (1) 1250 kW Mobile Generator (*this generator is based and deployed from both Service Centers as needed*)

One (1) 400 kVA Mobile Generators

One (1) 290 kVA Mobile Generator

One (1) 130 kW Mobile Generator

Additional Job Specific Equipment

Welders, Plasma Cutter, Compressors, Portable Generators, Jacks, Rollers and Rigging Equipment, Portable AC units, OSHA approved lifting A-frames, Pipe threaders, equipment trailers

Genset Services, Inc.

578 Cooper Oaks Court
Apopka, Florida 32703

Located throughout Florida, our Generator Service Technicians are factory trained and certified on all brands of generators, engines and switchgear. The level of training varies, but we have certified technicians to work on; Generac, Caterpillar, Cummins, Detroit Diesel, John Deere, Mitsubishi, Iveco, Kohler, Baldor, Tradewinds, Onan, Hino, Ford, Hyundai, Daewoo, Doosan, Kia, General Motors, Chrysler, Deutz, Volvo, Asco, Russell-Electric, Thompson Technology, Lake Shore, GE, Zenith, Marathon, Stamford Newage equipment. Since we only service and repair power generation equipment and industrial engines, all of our technicians are factory trained and qualified for generator specific work. Whereas some companies may have field service employees that are specifically trained or skilled to work on industrial electrical systems, marine or off-highway equipment, all of our staff is dedicated to power generation.

By having multiple technicians that support a given customer as opposed to the same one each time for maintenance or repair service, we have a second set of eyes and knowledge base to evaluate the equipment or spot potential issues. Also, by having multiple technicians service a given customer, we are much less concerned when a tech is on PTO or unavailable, since multiple technicians will know the customer, their sites and the equipment thereof. Having multiple technicians service a given customer is a strategy we encourage and utilize. Additionally, we always have two technicians on call for quickest possible after-hours support.

Our technicians possess the much needed and sought after generator specific trouble shooting and technical skills required of today's generator technician. The critical judgment needed for forecasting and predicting the replacement or useful life of a given wear part is a skill our technicians use every day. Having experienced and equally qualified staff is the key part of properly maintaining your power generation equipment and ensuring it is operating correctly. All of our Generator Service Technicians wear easily identifiable company uniforms and any required safety gear, including electrically insulated steel toe boots, high visibility vests, rubber aprons & mats, NEC 70 arc suppression gear, safety shields or glasses, anti-static protection and reflective vests. Our uniform shirts have both the technician's name and our company name and logo on them. We also have our company name, logo and phone number on our service trucks. This may seem minor, but in a day and age where people question everything, these simple measures eliminate nuisance phone calls or questions as to who is on site. By doing so, we also promote a very professional appearance and offer a uniform company image our customers expect. In addition to being a Drug Free Work Place, we also are a Tobacco Free company. We don't allow the use of any tobacco products by our employees on company time, our premises or on a jobsite.

NORTH SERVICE CENTER

Genset Services, Inc.

578 Cooper Oaks Court
Apopka, Florida 32703

Jose Santos – Corporate Vice President & Service Manager

33 years of power generation experience as a Generator Technician, Service Manager and Vice President of Genset Services, Inc.

- U.S. Army Engineers School Power Generation Equipment Repairer
- Kohler DEC 550 Controllers & MPAC-1000 ATS Controllers
- Generac GEN II & Standby Power Systems
- Lake Shore Transfer Switch Service Training
- Thompson Technology 800 Series Transfer Switches
- Generac Phase A Certification
- Generac Phase B Certification
- Generac MPS Certification
- Kohler Standby Generator & Controls Certification

Dale Denio – Accounts Representative

10 years of power generation experience

Brain Szuba - Accounts Representative

20 years of power generation experience

Henry Hawkins – Lead Service Technician

28 years of power generation experience as a Generator Technician

- A.S. Applied Science College of Air Force
- U.S.A.F. Combat Communicator
- U.S.A.F. Power Production Apprentice
- U.S.A.F. Electric Power Production
- U.S.A.F. Combat Maintenance Tech
- Caterpillar Basic Electrical Power Generation (EPG I)
- Caterpillar Introduction to Electronic Engines
- Caterpillar Basic Fuel Systems
- Caterpillar Introduction to 3500 Series Engines
- Caterpillar Fuel System Diagnostics
- Caterpillar Parallel & Switchgear
- Caterpillar Small Bore Engine Certification
- Thompson Technology Switchgear & Controls
- Kohler Transfer Switch & Controls
- Kohler PD Series Switchgear
- Generac Level I Service Training
- Generac Industrial Service Training
- Lake Shore Transfer Switch Certification
- Generac Commercial Certification
- Lake Shore Transfer Switch Certification

Genset Services, Inc.

578 Cooper Oaks Court
Apopka, Florida 32703

Dylan Starh – Service Technician

8 years of power generation experience as a Generator Technician

- Lake County Vo-Tech Diesel Engine Training
- Generac Level I Service Training

David Reddish – Service Technician

30 years of power generation experience as a Generator Technician

- U.S. Army Engineers School Power Generation Equipment Repairer
- SERCO Management Generator Technician

Adam Piper – Service Technician

10 years of power generation experience as a Generator Technician

- U.S. Army Engineers School Power Generation Equipment Repairer

Mike Prezpiceora – Service Technician

9 years of power generation experience

- U.S. Army Engineers School Power Generation Equipment Repairer

Mike Noe – Service Technician

5 years power generation experience

- Welder and fabricator

Tony Mazza – Service Technician

3 years power generation experience

- Journeyman electrician

Andrew Cameron – Service Technician

12 years of power generation experience as a Generator Technician

- SERCO Management Generator Technician

Mike Uccello – Service Technician

14 years of power generation experience as a Generator Technician

- SERCO Management Generator Technician

Andrew Glasco – Service Coordinator

3 years as a Service Coordinator & Dispatcher

- U.S. Army Transportation Technician



CITY OF PORT ORANGE

Vendor Application and Agreement

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

Please complete the following information:

Name of Individual or Business: Genset Services, Inc.

Payment Remit to Name: Genset Services, Inc.

Contact Person and Title: Dale Denio Accounts Representative

Phone Number: 407-532-0414 **Fax Number:** 407-532-0415

Email Address: ddenio@gensetservices.com

Taxpayer Identification Number (TIN): 68-0537127

Tax Classification:

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

Current W-9 Attached (Required) ☒ Yes

Type of Commodity/Services Generator Sales, Service and Maintenance

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

Permanent Address:

Address 578 Cooper Oaks Court
City Apopka State Florida Zip Code 32778

Remit to Address (if different from above):

Address 3100 Gateway Drive
City Pompano Beach State Florida Zip Code 33069

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

PURCHASING GENERAL TERMS AND CONDITIONS

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

1. ACCEPTANCE. The Purchase Order ("PO") issued by the City of Port Orange ("the City") and made apart hereof by reference, becomes a binding contract, subject to the terms and conditions set forth herein, upon confirmation of the PO by the Vendor; or by the commencement of the work set forth in the PO; or by acceptance of payment for the work set forth in the PO. Any change, addition or modification to the terms set forth on the face of the PO must be agreed to in writing by the City.

2. ASSIGNMENT. Neither the PO nor any interest under such PO may be assigned by Vendor without the prior written consent of City.

3. CHANGES. City shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs or the time required for Vendor's required performance, an equitable adjustment will be made and the PO will be modified, in writing, accordingly.

4. COMPLIANCE WITH LAWS. Vendor warrants that all goods and services applicable under the PO will have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws and regulations. Vendor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are incorporated by this reference.

5. FREIGHT. Vendor shall ensure that shipper complies with the shipping terms and instructions stated on the face of the PO. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (i) a chargeback for any freight cost increase; or (ii) a chargeback for the full cost of the freight.

6. INSPECTION.

- a. All goods and/or services, purchased are subject to City's inspection, test and approval at destination, whether or not prior payments have been made or inspections have been performed by the City. All goods and/or services not in accordance with specifications may be rejected and held subject to shippers' orders. Shipper must pay all expenses, including freight both ways, on rejected goods.
- b. If goods and/or services provided hereunder are rejected, in whole or in part by the City by reason of the Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein and on the face of the PO, City, after notifying Vendor in writing may (i) return the rejected portion of such goods and/or services to Vendor at Vendor's expense or hold the same for such disposal as Vendor shall indicate, without invalidating the remainder of the PO; (ii) may reject the

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

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

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

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

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

Vendor shall maintain all insurance as required by the City. Vendor shall provide to the City a certificate of insurance evidencing coverage and identifying the City as an additional insured. Failure of the Vendor to provide a certificate of insurance shall not relieve the Vendor from its responsibility to maintain the insurance coverage required by the City. The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount and classification required by the City. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. For worker's compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the City as an additional insured for Workers' Compensation. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

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

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

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

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

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

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

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

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

18. PUBLIC RECORDS COMPLIANCE. Vendor shall also be defined as to include the term set forth in Chapter 119.0701(1)(a), Florida Statutes. Vendor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
- (d) Upon completion of the Contract, Vendor shall transfer to the City, at no cost, all public records in possession of the Vendor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Comply with the City's request for records within a reasonable time. Failure to comply with the City's request for records within a reasonable time may subject Vendor to penalties set forth in Chapter 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506- 5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

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

20. COUNTERPARTS; FACSIMILE SIGNATURES. This Vendor Application and Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Any party may effect the execution and delivery of this Vendor Application and Agreement by signing the same and sending a copy thereof to the City by facsimile, email or other electronic mean and so executed, shall have the full force and effect as an original.

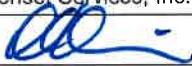
*[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES FOLLOW ON NEXT PAGE]*

ACKNOWLEDGEMENT AND AUTHORIZATION

Vendor acknowledges, authorizes, and agrees to the following:

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

Name of Vendor: Genset Services, Inc.

Signature: 

Printed Name: Dale Denio

Title: Accounts Representative

Date: 11/08/2018

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

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

Or email: PurchDiv@port-orange.org

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



GENSSER-01

SCHALKH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2018

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

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

PRODUCER Insurance Office of America, Inc. 2056 Vista Parkway, Suite 350 West Palm Beach, FL 33411	CONTACT NAME: Jaclyn Dillon	
	PHONE (A/C, No, Ext): (561) 868-9011	FAX (A/C, No): (561) 868-9001
	E-MAIL ADDRESS: Jaclyn.Dillon@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Casualty & Surety Company of America	31194
INSURED Genset Services, Inc.; Genset Fire & Security, LLC 3100 Gateway Drive Pompano Beach, FL 33069	INSURER B : Associated Industries Insurance Company, Inc	23140
	INSURER C : St Paul Surplus Lines Insurance Company	30481
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		660-7K239069	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8107K244541	05/15/2018	05/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			CUP-0L054283	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	AWC1108682	05/15/2018	05/15/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution			61M97381	05/15/2018	05/15/2019	Each Condition \$ 1,000,000
A	Professional Liab			61M97381	05/15/2018	05/15/2019	Each Act \$ 1,000,000

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

If required by written contract, the following apply in favor of City of Port Orange:

General Liability - additional insured # CG D2 46 (0805), primary & noncontributory, endorsement #CG D0 37 (04 05) and waiver of subrogation endorsement #CG D4 58 (0713)

Auto Liability - additional insured, waiver of subrogation endorsement #F219 (0817) and primary & noncontributory endorsement #CAT474(0817)

Workers Compension - waiver of subrogation endorsement WC000313 (0484)

Umbrella liability is following form to general liability, auto liability, and employers liability.

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange Attn: Julia Wiggins, Business Manager 1000 City Center Circle Port Orange, FL 32127	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

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Genset Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ C Corporation
- ☒ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

3100 Gateway Drive

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

6	8	-	0	5	3	7	1	2	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person ►

Date ► 02/05/2018

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND EMERGENCY RESPONSE ITB #18-05



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: August 31, 2018

Bid Due Date and Time: October 5, 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 #18-05

EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND EMERGENCY RESPONSE

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-05 EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND EMERGENCY RESPONSE. 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 October 5, 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 **September 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. 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 to obtain the services of a qualified generator service contractor to provide preventive maintenance, load bank testing, regular repair and service and emergency repair and service.

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 **September 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.

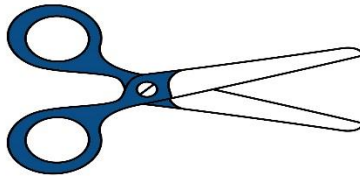
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

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 #18-05 EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND EMERGENCY RESPONSE."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **August 31, 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 #18-05

BID TITLE:

**EMERGENCY GENERATOR PREVENTATIVE
MAINTENANCE AND EMERGENCY RESPONSE**

DUE DATE/TIME:

October 5, 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 City of Port Orange is soliciting sealed Bids from general contractors to obtain the services of a qualified generator service contractor to provide preventive maintenance, load bank testing, regular repair and service and emergency repair and service.

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:August 31, 2018

Non-Mandatory Pre-Bid ConferenceSeptember 14, 2018 at 10:00 A.M.

Deadline for Questions: September 21, 2018 by 5:00 P.M.

Final Addendum Posting: September 28, 2018 by 5:00 P.M.

Bids Due: **October 5, 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 #18-29 EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND EMERGENCY RESPONSE" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

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

ADDENDA REGARDING THE INVITATION TO BID:

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

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

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

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

CLARIFICATIONS:

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

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

MINIMUM QUALIFICATIONS:

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

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

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.

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

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed Bids from general contractors to obtain the services of a qualified generator service contractor to provide preventive maintenance, load bank testing, regular repair and service and emergency repair and service.

SCOPE OF WORK:

The City of Port Orange is seeking qualified Generator Contractors to perform required maintenance and inspection of the Emergency Generators listed in the bid form.

All work will be in accordance with the equipment manufacturer recommendations and in compliance with all applicable laws and standards of service.

The Contractor will provide emergency troubleshooting/repair service response within three (3) hours . Contractors closest repair shop must stock standard consumable parts and supplies and be within three (3) hours travel time to the City limits.

The Contractor shall provide a formal, written report after each service which will document the findings including pictures and/or video and provide recommendations with cost estimates.

The Contractor is required to perform all work in accordance with the manufacturer's recommendation for each unit serviced. The work will include but not limited to the following tasks:

ANNUAL SERVICE:

- Change all lube oil and fuel oil filters. Analysis of engine lube oil will be performed. (Analysis of oil is maintained on record for future comparison, copies of record are provided on request at no additional charge.)
- The vendor is responsible to dispose of used oil, filters, fluids and other items replaced.
- Vendor to provide all filters and fluids. City to supply oil at each location.
- Testing the coolant solution for proper freeze protection and corrosion inhibitors and report results.
- Service battery(s), check battery set(s) for proper electrolyte levels and replenishing as needed.
- Verifying specific gravity of battery(s) (lead acid only), Al-cad/ Ni-cad batteries will be checked for proper volts per cell with results recorded.
- Inspect and clean battery connections and coat connections with an applicable corrosion inhibitor.
- Verify proper operation of the battery charger and record voltage and charging rate.
- Inspect and lubricate generator bearings.
- Inspect and lubricate airflow louvers.
- Check all hoses, belts, etc. for wear. Apply conditioner as recommended by the manufacturer

- Clean dirt and dust from the unit.
- Perform 4-hour full load bank test on the generator. Check all temperatures, fluids, voltage, etc. to ensure proper operation
- Thermal heat scan of engine, generator, radiator, and switchgear.

ANNUAL SERVICE VISUAL CHECKS:

- Inspect radiator/ heat exchange assemblies (condition and leaks).
- Inspecting air cleaner assemblies (cost of replacing air cleaners IS NOT INCLUDED should it be necessary).
- Inspect air inlet piping.
- Inspect exhaust manifold and piping.
- Inspect water hoses for pliability, tighten clamps as needed.
- Inspect engine mounts, vibration isolators.
- Inspect electrical wiring for loose connections, frayed wires.
- Inspect fuel system, which includes verification of proper day tank operation, priming pump operation, and fuel injection system (condition and leaks).
- Inspect and adjust all belts (cost of replacing belts IS NOT INCLUDED should it be necessary).
- Inspect and clean crankcase breather.
- Inspect generator field and stator windings (megaohm testing of windings can be done at additional cost).
- Clean and inspect rectifier bridge.

ANNUAL PERFORMANCE EVALUATION:

- Check operation of the starter motor (cranking ability, voltage drop on start).
- Check engine smoke at start and during operation.
- Verify proper operation of gauges, metering, indicators (operation, condition and adjustments as needed).
- Check and record battery charge rate from unit mounted alternator (if applicable).
- Check fuel transfer pump (PSI, valves, conditions, and leaks).
- Check lubrication system (leaks, PSI).
- Check Jacket water heater (operation/condition).
- Check temperature regulators (operation, record temperature).
- Vendor to perform a thermal test of generator and transfer switch during operation.
- Verify governor settings (operation, stability, and response).
- Check turbocharger (operation).
- Check aftercooler (condition, leaks).
- Verify safety devices (operation, condition, record results).
- Check control panel (operation, condition).
- Test electric power generation via Automatic Transfer Switch (operation, record voltage, amperage, and frequency).

QUARTERLY SERVICE:

- Verify the proper oil level in the sump. (Make up oil in excess of 1 gallon will be invoiced as an additional charge.)
- Testing coolant solution for proper freeze protection and corrosion inhibitors and recording results.
- Service battery(s) checking battery set(s) for proper electrolyte levels and replenishing as needed.
- Verifying specific gravity of battery(s) (lead acid only), Al-cad/ Ni-cad batteries will be checked for proper volts per cell with results recorded.
- Inspect and clean battery connections and coat connections with an applicable corrosion inhibitor.
- Verify proper operation of the battery charger and record voltage and charging rate.
- Clean dirt and dust from the unit.

QUARTERLY VISUAL CHECKS:

- Inspect radiator/ heat exchange assemblies (condition and leaks).
- Inspecting air cleaner assemblies (cost of replacing air cleaners IS NOT INCLUDED should it be necessary).
- Inspect air inlet piping.
- Inspect exhaust manifold and piping.
- Inspect water hoses for pliability, tighten clamps as needed.
- Inspect engine mounts, vibration isolators.
- Inspect electrical wiring for loose connections, frayed wires.
- Inspect fuel system, which includes verification of proper day tank operation, priming pump operation, and fuel injection system (condition and leaks).
- Inspect and adjust all belts (cost of replacing belts IS NOT INCLUDED should it be necessary).
- Inspect and clean crankcase breather.
- Inspect generator field and stator windings (megaohm testing of windings can be done at additional cost).
- Clean and inspect rectifier bridge.

QUARTERLY PERFORMANCE EVALUATION:

- Check operation of the starter motor (cranking ability, voltage drop on start).
- Check engine smoke at start and during operation.
- Verify proper operation of gauges, metering, indicators (operation, condition and adjustments as needed).
- Check and record battery charge rate from unit mounted alternator (if applicable).
- Check fuel transfer pump (PSI, valves, conditions, and leaks).
- Check lubrication system (leaks, PSI).
- Check Jacket water heater (operation/condition).
- Check temperature regulators (operation, record temperature).

- Verify governor settings (operation, stability, and response).
- Check turbocharger (operation).
- Check aftercooler (condition, leaks).
- Verify safety devices (operation, condition, record results).
- Check control panel (operation, condition).
- Test electric power generation via Automatic Transfer Switch (operation, record voltage, amperage, and frequency).

ANNUAL LOAD BANK TESTING

- During the Annual Service, technician to perform an annual load bank test - 4-hours bank test.

TERM:

The Standard Contract for Services will have an initial term of two (2) years with three (3) one (1) year renewal options agreed upon by both parties.

REFERENCE:

The Contractor must provide the business names, contact persons and telephone numbers of three (3) references for which the firm has provided the services described in ITB #18-05. Include relationships with utility and governmental agencies. It is our intent to contact these references during the award process. The award of the contract will be based on price, references, experience, and ability to respond to emergencies.

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 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 two (2) years with three (3) one (1) year renewal options agreed upon by both parties.

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 – Listing of Subcontractors
- _____ Form 7.10 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Bid Bond
- _____ Copy of 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" SCHEDULE OF UNIT PRICING"
BID FORM
CITY OF PORT ORANGE
EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND EMERGENCY RESPONSE
ITB # 18-05

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.

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

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

NO.	DEPT	LOCATION	PHYSICAL ADDRESS	KW	MAKE	S/N	QUARTERLY SERVICE PER SPECIFICATIONS	ANNUAL SERVICE PER SPECIFICATIONS	LOAD BANK (4 HOURS)	EXTENDED COST
1	Drainage	Ruth Street Pump	541 Ruth Street	275	Baldor IDLC275-4JU John Deere 6090HF484	37227326 C070042106	\$ -	\$ -	\$ -	\$ -
2	Drainage	Trailwood Pump Station - Cambridge	5839 Trailwood Dr	750	Cummins Onan QTS30-G5	37227326 C070042106	\$ -	\$ -	\$ -	\$ -
3	Parks	Cypress Head Clubhouse	6231 Palm Vista Street	200	Marathon Detroit	10637405 432RSL4511BH	\$ -	\$ -	\$ -	\$ -
4	Parks	Gymnasium	4655 City Center Circle	155	MTU 400FDR8024GG 10637305	6A0421786 MB-95189	\$ -	\$ -	\$ -	\$ -
5	Parks	Parks & Recreation Warehouse	5839 Trailwood Dr	45	John Deere Magnamiten Genset	TO4276D126719 RN3256824	\$ -	\$ -	\$ -	\$ -
6	Parks	Pavillion	1999 City Center Circle	250	Detroit 6063MK35	06R0897648 2095153	\$ -	\$ -	\$ -	\$ -
7	Parks	Pavillion Backup Generator	4655 City Center Circle	155	Marathon Detroit	440FDR8024GG 10637305	\$ -	\$ -	\$ -	\$ -
8	PW	City Hall	1000 City Center Circle	400	Detroit 6063TK35 400 DSE	06R08347030 2047132	\$ -	\$ -	\$ -	\$ -
9	PW	City Hall Annex (Old Police Department)	1395 Dunlawton Avenue	275	Detroit 6063TX35 275REOZD	06R0509875 0632631	\$ -	\$ -	\$ -	\$ -
10	PW	Fire Station 1	4200 S South Ridgewood	150	Cummins QSB7-G5 w/400 Amp ATS	J170258237/H17M2406 86	\$ -	\$ -	\$ -	\$ -
11	PW	Fire Station 2	6027 Central Park Blvd.	200	John Deere 6068HF485	PE6068L055157 178301-1-1-1-0908	\$ -	\$ -	\$ -	\$ -
12	PW	Fire Station 3	1090 City Center Blvd.	400	Cummins DFCE5601251	30369608 C030482468	\$ -	\$ -	\$ -	\$ -
13	PW	Fire Station 4	6701 Airport Road	130	Generac 99A037985 9G22T87800867	TE861237 2049299	\$ -	\$ -	\$ -	\$ -
14	PW	Fire Station 5	1701 Town West Blvd	200	John Deere 6068HF485	PE6068L054629 178293-1-1-0908	\$ -	\$ -	\$ -	\$ -
15	PW	Police Station North	4545 S Clyde Morris Blvd	600	Generac P222FE 10456910500	EUY0B802353 2101166	\$ -	\$ -	\$ -	\$ -
16	PW	Police Station South	4545 S Clyde Morris Blvd	600	Generac P222FE 10456910500	EUY0B802353 2101165	\$ -	\$ -	\$ -	\$ -
17	PW	Public Works	407 Virginia Avenue	175	Cummins 6CTA8.3 DGF85588551	46276204 A030453821	\$ -	\$ -	\$ -	\$ -
18	PW	Public Works Backup	407 Virginia Avenue	400	Detroit 6063HK35 400 DSE	06R083131683	\$ -	\$ -	\$ -	\$ -
19	PW	Public Works Portable	407 Virginia Avenue	25	Kohler Generator / John Deere Power	T04039D346489 4039FF001	\$ -	\$ -	\$ -	\$ -
20	WRF	Christiancy Lift Station	5403 Christiance Ave	80	Spectrum 4045TF250 80DSEJB	PE4045T247119 752348	\$ -	\$ -	\$ -	\$ -
21	WRF	Herbert & Nova Lift Station	3655 Nova Road	150	Spectrum 6081AF001 150DSEJ	RG6081A109809 673885	\$ -	\$ -	\$ -	\$ -
22	WRF	Lab Operations	541 Ruth Street	50	John Deere 4024HF285	95090601369	\$ -	\$ -	\$ -	\$ -
23	WRF	Ponce Inlet Master Lift Station	4668 S Peninsula Dr	100	CAT 3116DJ 362G34606	2SG00587 LM683208-0207	\$ -	\$ -	\$ -	\$ -
24	WRF	Reclaimed Wtr Plant North	817 Oak Street	900	Spectrum R1637K36900DSE4	5362001357 701714	\$ -	\$ -	\$ -	\$ -
25	WRF	Reclaimed Wtr Plant South	817 Oak Street	900	Spectrum R1637K36900DSE4	5362001340 701699	\$ -	\$ -	\$ -	\$ -
26	WRF	Taylor / Countryside Lift Station	633 Taylor Rd	60	Spectrum 4045TF250 60DSEJB	PE4045T220274 740030	\$ -	\$ -	\$ -	\$ -
27	WRF	Williamson Regional Lift Station	5955 S Williamson Blvd		CAT	6YR01660	\$ -	\$ -	\$ -	\$ -
28	WRF	WRF Portable 1	817 Oak Street	60	Onan 4BT 9G4 DGC84491442	K000172192	\$ -	\$ -	\$ -	\$ -
29	WRF	WRF Portable 2	817 Oak Street	60	Onan 4BT 9G4 DGC84491442	K000172193	\$ -	\$ -	\$ -	\$ -
30	WTP	Artesian Way	2775 Artesian Way	135	Detroit	ZL4080472-02	\$ -	\$ -	\$ -	\$ -
31	WTP	Cypress Head	6231 Palm Vista Street	100	Detroit	YF19538376125	\$ -	\$ -	\$ -	\$ -
32	WTP	Drema Way	2440 Drema Way	135	Detroit	ZL4080472-02	\$ -	\$ -	\$ -	\$ -
33	WTP	Garnsey Water Plant	4400 Wellfield Road	1250	Kohler	665388	\$ -	\$ -	\$ -	\$ -
34	WTP	Oceans	2842 Ridge Road	180	MTU 6068HF485 180RJC6DT3	PE 6068L 104339 318770-2-1-0310	\$ -	\$ -	\$ -	\$ -
35	WTP	Peninsula	4270 S Atlantic Ave	180	MTU	318770-2-2-0310	\$ -	\$ -	\$ -	\$ -
36	WTP	PO Well 12	2426 Harley Road	230	Kohler	2034929	\$ -	\$ -	\$ -	\$ -
37	WTP	PO Well 15	1264 Richel Road	180	Kohler	318770-1-1-0310	\$ -	\$ -	\$ -	\$ -
38	WTP	PO Well 23	2905 Campsite Road	230	Kohker	2033696	\$ -	\$ -	\$ -	\$ -
39	WTP	PO Well 8	2396 Campsite Road	230	Kohler	2034978	\$ -	\$ -	\$ -	\$ -
							TOTAL BASE BID:			\$ -
							For repairs and installation Services:		Business Hours/Rate per Hour	\$
							No service or Mileage Charges		Holiday or After Hours /Rate Per Hour	\$
							Markup from cost on parts (Not to exceed 15%)			%

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

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

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

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

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

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

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

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

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

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

Signature of Affiant

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

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

City Manager

Phone Number: _____

(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

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

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

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____ entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE STANDARD CONTRACT FOR 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



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

September 4, 2018

ITB# 18-05 EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND EMERGENCY RESPONSE

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above-referenced project dated August 31, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

In ITB #18-05 it states that vendor must have a ~~General Contractors license~~ in the Legal Ad under "Description" and in "Section 1". This is incorrect!

The correct language is as follows: 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.

In all other respects, except as specifically stated herein, the subject ITB No.1 remains unchanged.

END OF ADDENDUM NO. # 1



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

September 21, 2018

ITB# 18-05 EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND EMERGENCY RESPONSE

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above-referenced project dated August 31, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the 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. In the excel spreadsheet, the matrix set up for the automatic tally of prices does not multiply the quarterly price we input by three; would you like us to provide the amount for all three quarterlies into this field or was this a typo and you only need an annual and semi-annual?
Answer: Vendors are not to multiply. We simply want the price for one quarterly service one annual service and one load test per each generator.
2. The CAT on line 27 of the pricing spreadsheet does not have a kw size, can you please provide?
Answer: We do not have this information.
3. Are the generators equipped with cam to cam connections for load banking?
Answer: No
4. Can you please provide a bid tabulation for the last awarded contract?
Answer: There was no previous bid.
5. I know the city provides all oil for the services minus the top offs if needed, but will the city dispose of the old oil as well?
Answer: no, the contractor will dispose of all used fluids, filters, etc.

6. On the “attachment 1 schedule of unit pricing” sheet on page 59, it asks for pricing for the annual service per specifications and the load bank pricing in two separate blocks. Per the bid, the load bank is to be performed during the annual service therefore is part of the price per annual per unit.

Does the city want us to include the price for load banks into the annual service or only in the blocks provided?

Answer: We want the cost of load bank testing separate from the annual service. Load bank testing is an option in the bid that the City may/may not decide to do.

The load bank testing, if the option is accepted by the City, would be scheduled with the successful vendor. That schedule could be incorporated into the annual service. Basically, load bank testing needs to be a line item of its own, not included with the cost of an annual service

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

END OF ADDENDUM NO. # 2



ANGE

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING"
BID FORM

EMERGENCY

ITB # 18-05

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.

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

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

NO.	DEPT	LOCATION	PHYSICAL ADDRESS	KW	MAKE	S/N	QUARTERLY SERVICE PER SPECIFICATIONS	ANNUAL SERVICE PER SPECIFICATIONS	LOAD BANK (4 HOURS)	EXTENDED COST
1	Drainage	Ruth Street Pump	541 Ruth Street	275	Baldor IDLC275-4JU John Deere 6090HF484	37227326 C070042106	\$ -	\$ -	\$ -	\$ -
2	Drainage	Trailwood Pump Station - Cambridge	5839 Trailwood Dr	750	Cummins Onan QTS30-G5	37227326 C070042106	\$ -	\$ -	\$ -	\$ -
3	Parks	Cypress Head Clubhouse	6231 Palm Vista Street	200	Marathon Detroit	10637405 432RSL4511BH	\$ -	\$ -	\$ -	\$ -
4	Parks	Gymnasium	4655 City Center Circle	155	MTU 400FDR8024GG 10637305	6A0421786 MB-95189	\$ -	\$ -	\$ -	\$ -
5	Parks	Parks & Recreation Warehouse	5839 Trailwood Dr	45	John Deere Magnamiten Genset	TO4276D126719 RN3256824	\$ -	\$ -	\$ -	\$ -
6	Parks	Pavillion	1999 City Center Circle	250	Detroit 6063MK35	06R0897648 2095153	\$ -	\$ -	\$ -	\$ -
7	Parks	Pavillion Backup Generator	4655 City Center Circle	155	Marathon Detroit	440FDR8024GG 10637305	\$ -	\$ -	\$ -	\$ -
8	PW	City Hall	1000 City Center Circle	400	Detroit 6063TK35 400 DSE	06R08347030 2047132	\$ -	\$ -	\$ -	\$ -
9	PW	City Hall Annex (Old Police Department)	1395 Dunlawton Avenue	275	Detroit 6063TX35 275REOZD	06R0509875 0632631	\$ -	\$ -	\$ -	\$ -
10	PW	Fire Station 1	4200 S South Ridgewood Avenue	150	Cummins QSB7-G5 w/400 Amp ATS	J170258237/ H17M240686	\$ -	\$ -	\$ -	\$ -
11	PW	Fire Station 2	6027 Central Park Blvd.	200	John Deere 6068HF485	PE6068L055157 178301-1-1-1-0908	\$ -	\$ -	\$ -	\$ -
12	PW	Fire Station 3	1090 City Center Blvd.	400	Cummins DFCE5601251	30369608 C030482468	\$ -	\$ -	\$ -	\$ -
13	PW	Fire Station 4	6701 Airport Road	130	Generac 99A037985 9G22T87800867	TE861237 2049299	\$ -	\$ -	\$ -	\$ -
14	PW	Fire Station 5	1701 Town West Blvd	200	John Deere 6068HF485	PE6068L054629 178293-1-1-0908	\$ -	\$ -	\$ -	\$ -
15	PW	Police Station North	4545 S Clyde Morris Blvd	600	Generac P222FE 10456910500	EUY0B802353 2101166	\$ -	\$ -	\$ -	\$ -
16	PW	Police Station South	4545 S Clyde Morris Blvd	600	Generac P222FE 10456910500	EUY0B802353 2101165	\$ -	\$ -	\$ -	\$ -
17	PW	Public Works	407 Virginia Avenue	175	Cummins 6CTA8.3 DGF5588551	46276204 A030453821	\$ -	\$ -	\$ -	\$ -
18	PW	Public Works Backup	407 Virginia Avenue	400	Detroit 6063HK35 400 DSE	06R083131683	\$ -	\$ -	\$ -	\$ -
19	PW	Public Works Portable	407 Virginia Avenue	25	Kohler Generator / John Deere Power	TO4039D346489 4039FF001	\$ -	\$ -	\$ -	\$ -
20	WRF	Christiancy Lift Station	5403 Christian Ave	80	Spectrum 4045TF250 80DSEJB	PE4045T247119 752348	\$ -	\$ -	\$ -	\$ -
21	WRF	Herbert & Nova Lift Station	3655 Nova Road	150	Spectrum 6081AF001 150DSEJ	RG6081A109809 673885	\$ -	\$ -	\$ -	\$ -
22	WRF	Lab Operations	541 Ruth Street	50	John Deere 4024HF285	9.509060137e+10	\$ -	\$ -	\$ -	\$ -
23	WRF	Ponce Inlet Master Lift Station	4668 S Peninsula Dr	100	CAT 3116DJ 362G34606	2SG00587 LM683208-0207	\$ -	\$ -	\$ -	\$ -
24	WRF	Reclaimed Wtr Plant North	817 Oak Street	900	Spectrum R1637K36900DSE4	5362001357 701714	\$ -	\$ -	\$ -	\$ -
25	WRF	Reclaimed Wtr Plant South	817 Oak Street	900	Spectrum R1637K36900DSE4	5362001340 701699	\$ -	\$ -	\$ -	\$ -
26	WRF	Taylor / Countryside Lift Station	633 Taylor Rd	60	Spectrum 4045TF250 60DSEJB	PE4045T220274 740030	\$ -	\$ -	\$ -	\$ -
27	WRF	Williamson Regional Lift Station	5955 S Williamson Blvd		CAT	6YR01660	\$ -	\$ -	\$ -	\$ -
28	WRF	WRF Portable 1	817 Oak Street	60	Onan 4BT 9G4 DGCB4491442	K000172192	\$ -	\$ -	\$ -	\$ -
29	WRF	WRF Portable 2	817 Oak Street	60	Onan 4BT 9G4 DGCB4491442	K000172193	\$ -	\$ -	\$ -	\$ -
30	WTP	Artesian Way	2775 Artesian Way	135	Detroit	ZL4080472-02	\$ -	\$ -	\$ -	\$ -
31	WTP	Cypress Head	6231 Palm Vista Street	100	Detroit	YF19538376125	\$ -	\$ -	\$ -	\$ -
32	WTP	Drema Way	2440 Drema Way	135	Detroit	ZL4080472-02	\$ -	\$ -	\$ -	\$ -
33	WTP	Garnsey Water Plant	4400 Wellfield Road	1250	Kohler	665388	\$ -	\$ -	\$ -	\$ -
34	WTP	Oceans	2842 Ridge Road	180	MTU 6068HF485 180RJCB6DT3	PE 6068L 104339 318770-2-1-0310	\$ -	\$ -	\$ -	\$ -
35	WTP	Peninsula	4270 S Atlantic Ave	180	MTU	318770-2-2-0310	\$ -	\$ -	\$ -	\$ -
36	WTP	PO Well 12	2426 Harley Road	230	Kohler	2034929	\$ -	\$ -	\$ -	\$ -
37	WTP	PO Well 15	1264 Richel Road	180	Kohler	318770-1-1-0310	\$ -	\$ -	\$ -	\$ -
38	WTP	PO Well 23	2905 Campsite Road	230	Kohker	2033696	\$ -	\$ -	\$ -	\$ -
39	WTP	PO Well 8	2396 Campsite Road	230	Kohler	2034978	\$ -	\$ -	\$ -	\$ -
TOTAL BASE BID:										\$ -
For repairs and installation Services:								Business Hours/Rate per Hour		\$ -
No service or Mileage Charges								Holiday or After Hours /Rate Per Hour		\$ -
							Markup from cost on parts (Not to exceed 15%)			%



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: Yes

SUBJECT: (B10e) Approval of Task Authorization No. 17 under the Master Contract for Engineering Services with Mead and Hunt, Inc. for the Water Reclamation Facility (WRF) Barscreen Replacement Projects.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No 17 with Mead and Hunt, Inc. for services relating to the Water Reclamation Facility (WRF) Barscreen Replacement Project, for an amount not to exceed \$31,500; and to authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The Public Works & Utilities Department is requesting Task Authorization No 17 to be issued for an amount not to exceed \$31,500 and to have an expiration date of September 30, 2020. The scope of this task authorization includes preliminary design, final design, bidding assistance, contract administration, and Engineer of Record Services to replace the existing barscreens at the Water Reclamation Facility to ensure continued operating permit compliance.

Fund have been approved under the FY19 Capital Improvement Projects.

Project No.: SSP002 Funding Account No.: 403 0400 535 6397

ATTACHMENTS:

1.	Task Authorization No 17 - WRF Barscreen Replacement	Task Authorization No 17 - WRF Barscreen Replacement.docx
2.	Public Utilities Department - Mead and Hunt - Task No 17	Public Utilities Department - Mead and Hunt - Task No 17.pdf
3.	EX FORM - QLH Task 17	EX FORM - QLH Task 17.docx
4.	Mead and Hunt - Scope of Services	Mead and Hunt - Scope of Services.pdf

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

Created/Initiated - 10/26/2018
Approved - 10/26/2018
Approved - 10/29/2018
Approved - 10/30/2018
Approved - 11/14/2018
Approved - 11/14/2018

Robin Fenwick

Final Approval - 11/14/2018

TASK AUTHORIZATION NO. 17
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.

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 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 17**, 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 **WWTP Barscreen Replacement**; as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization No 17 Exhibit "A."**
4. **Task Authorization No 17** 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 17 Exhibit "A"** attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed **Thirty-One Thousand Five Hundred Dollars and no cents (\$31,500.00)**. 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
ASSOCIATES, INC.**

Printed Name:_____

By:_____
Brad T. Blais, Vice President

Printed Name:_____

Date:_____

Witnesses:

CITY OF PORT ORANGE

Printed Name:_____

By:_____
Donald O. Burnette, Mayor

Printed Name:_____

Date:_____

Witnesses:

ATTEST:

Printed Name:_____

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

Printed Name:_____

Date:_____

[CA 4619]



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

FROM: Steve Parnell, Reclaimed Water Production Manager

DATE: October 25, 2018

SUBJECT: Mead & Hunt, Inc. – Task Authorization No 17
Water Reclamation Facility Barscreen Replacement

REQUEST:

The Public Works & Utilities Department requests City Council approve Task Authorization No 17 with Mead and Hunt, Inc. for services relating to the Water Reclamation Facility (WRF) Barscreen Replacement Project, for an amount not to exceed \$31,500.

PURPOSE:

The purpose of this request is to ensure compliance with permit required operations at the Water Reclamation Facility.

CONSIDERATION:

The existing two barscreens at the Water Reclamation Facility (WRF) are 30 years old and have been rebuilt twice by the equipment manufacturer. Currently, one barscreen has failed and the other is in danger of failing. The frames are corroded, and the mechanical equipment does not operate properly. Rebuilding estimates are currently exceeding pricing obtained for new replacement units. Replacement of both units is recommended.

The design scope of the barscreen replacement project at the Water Reclamation Facility (WRF) includes preliminary design, final design, bidding assistance, contract administration, and Engineer of Record Services.

The Public Works & Utilities Department is requesting Task Authorization No 17 to be issued for an amount not to exceed \$31,500 and to have an expiration date of

September 30, 2020. Funds have been approved under the FY19 Capital Improvement Projects.

FUNDING:

Water Reclamation Facility Improvements (CIP)

Project SSP002

403 0400 535 6397

Budget: \$70,351.06 (does not include carry over funds)

Actual: \$31,500

RECOMMENDATION:

Public Works & Utilities Department recommends City Council to approve Task Authorization No 17 with Mead and Hunt, Inc. for services relating to the Water Reclamation Facility (WRF) Barscreen Replacement Project, for an amount not to exceed \$31,500; and to authorize the Mayor and City Clerk to execute all contract documents.

ANTICIPATED SCHEDULE:

- a.) Council Approval – December 4, 2018
- b.) Executed Task Authorization – December 15, 2018

ATTACHMENTS:

- a.) Draft Task Authorization No 17 documents
- b.) Scope of Services

TASK AUTHORIZATION NO 17

EXHIBIT "A"

MEAD AND HUNT, INC.

WWTP BARSCREEN REPLACEMENT



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

September 28, 2018

Steve Parnell
Reclaimed Water Production Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: sparnell@port-orange.org

Hard Copy Mailed Only on Request

**RE: CITY OF PORT ORANGE
WWTP BARSCREEN REPLACEMENT**

Dear Steve,

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. The design scope of this project includes preliminary design, final design, bidding assistance, contract administration and Engineer of Record (EOR) services for the barscreen replacement project.

The project is intended to replace the existing influent barscreens and FRP decking at the influent structure.

The enclosed engineering Scope of Services and fee estimate is based upon the established utilities contract. This is a lump sum proposal. Thank you for this opportunity to continue to be of service. If you have additional questions, do not hesitate to call.

Respectfully,

A blue ink signature of Brad T. Blais, consisting of stylized initials and a surname.

Brad T. Blais, P.E.
Vice President/Market Leader

A blue ink signature of Kevin A. Lee, consisting of stylized initials and a surname.

Kevin A. Lee, P.E.
Project Manager

BTB/KAL:bf

Enclosures: Scope of Work
Fee Estimate

**CITY OF PORT ORANGE
WWTP BARSCREEN REPLACEMENT
SCOPE OF SERVICES**

GENERAL: The City of Port Orange (CITY) and Mead & Hunt (CONSULTANT) entered into a Professional Continuous Utility Engineering Consulting Services Contract pursuant to RFQ #14-23, dated effective March 17, 2015.

PROJECT SCOPE:

The existing 'Aquaguard' barscreens are 30 years old and have been rebuilt twice. One has failed and the other is in danger of failing. The frames are corroded and the rotating equipment does not operate properly. It is not practical to rebuild this equipment again.

Replacement with two (2) new 'stairscreens' is proposed. The new influent screens are constructed entirely of stainless steel and have very few moving parts. A new control panel for both screens is also proposed.

The existing fiberglass reinforced plastic (FRP) decking over the channels is also deteriorated. Replacement of this material is also proposed under the scope of services of this project.

TASK 1 – DESIGN PLANS AND SPECIFICATIONS

- A. Prepare 60%, 90% and final design plans and specifications to address all improvements and upgrades identified in the project scope.
- B. Designs shall include plan sheets, details and specifications for the following:
 - Mechanical equipment demolition and replacement
 - Electrical connections and control panel demolition and installation

TASK 2 – BIDDING ASSISTANCE

During the bidding phase, CONSULTANT will:

- Prepare bidding documents per CITY standards
- Distribute electronic documents to potential bidders/plan rooms
- Attend pre-bid meeting
- Address bidder questions
- Prepare/issue addenda

- Prepare certified bid tabulation
- Investigate low bidder(s) qualification
- Prepare bid award recommendation letter
- Attend Commission meeting for bid award

Task 3 – Contract Administration and EOR Services

During the construction phase, CONSULTANT will:

1. Conduct the preconstruction conference. Prepare minutes of the preconstruction conference and distribute the minutes to all who attend.
2. Issue the Notice to Proceed to the Contractor.
3. Log, process and review shop drawings and material certificates. Distribute review shop drawings to the Contractor and the CITY.
4. Provide assistance on an as needed basis for significant conflict resolutions.
5. Attend and preside over construction progress meetings.
6. Review/approve Contractor monthly pay requests.
7. Review and recommend approval/denial of Contractor's proposed change orders.
8. Attend the substantial completion inspection.
9. Prepare punch-list of final work/corrective items.
10. Prepare construction record drawings incorporating all of the changes made during construction. Furnish CITY with an electronic copy of record drawings using AutoCAD format.

TASK 4 – PRINTING AND REIMBURSABLES

All printing and reimbursables will be billed at actual cost.

COMPENSATION:

Task 1	Design Plans and Specifications	\$18,000
Task 3	Bidding Assistance	\$5,000
Task 3	Contract Administration & EOR Services	\$8,000
Task 4	Printing/Reimbursables	<u>\$500</u>
TOTAL		\$31,500

TERM:

The term of this work authorization is 24 months from the Notice to Proceed.

EXCLUSIONS:

The proposed scope excludes inspection and all services not specifically described herein.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: No

SUBJECT: (B11) Approval of the 2019 City Council Meeting Calendar

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve the 2019 meeting schedule as presented.

SUMMARY: The normal meeting schedule for Council is to meet twice per month, the first and third Tuesdays, except during holidays, elections, and other events as determined by Council.

The proposed schedule for 2019 Regular City Council Meetings is as follows:

January 8*, 22* July 16*
February 5, 19 August 6, 20
March 5, 19 September 3, 17
April 2, 16 October 1, 15
May 7, 21 November 5, 19
June 4, 18 December 3, 17

(* indicates a change in the normal schedule due to holidays)

In addition, Council has designated the 4th Tuesday of each month for Council workshops, with an exception in January to the 5th Tuesday (January 29, 2019).

This schedule does not contemplate the budget workshops that typically occur over the summer months. Those workshops and any other necessary special meetings will be scheduled as needed and approved by Council.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 10/30/2018
Approved - 10/31/2018
Final Approval - 10/31/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: Yes

SUBJECT: (B12) Approval of Concurrency and Fair-Share Agreement for the Lazul at Crystal Lake Site Plan - Case No. 18-80000004

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION:

Move to approve the Concurrency and Fair-Share Agreement for Lazul at Crystal Lake Multi-Family Development Site Plan.

SUMMARY: The Lazul at Crystal Lake Multi-Family Development project is proposed to be located on the north side of Reed Canal Road, across from Atlantic High School. The proposed Concurrency Fair-Share Agreement has been prepared in conjunction with the site plan for the development of 288 multi-family dwelling units on approximately 19.6 acres, along with associated on-site and off-site improvements.

The Trip Generation and Distribution Study completed by Traffic Engineering Data Solutions, Inc. (TEDS), anticipates impact to the Reed Canal Road/Nova Road intersection and Williamson Boulevard upon completion of the development. Based on the TIA prepared, the owner is required to make a \$73,738 fair-share mitigation payment for the 162 PM peak hour trips generated per day from the development. The Concurrency and Fair-Share Agreement is to document the number of vested trips being used by the proposed facility and to mitigate the impact of the new traffic generated from the development. The developer's fair-share mitigation payment includes the design, permitting, and construction (Project Engineer's Estimate \$45,913) associated with intersection improvements at Clyde Morris Boulevard and Madeline Avenue to extend the vehicle stacking area of the eastbound Madeline Avenue left-turn lane to improve traffic flow, reduce delays for turning vehicles, and improve intersection safety and the remaining fair-share mitigation balance will be credited towards the Yorktowne Boulevard Extension project. The Concurrency and Fair-Share Agreement has been executed by the property owner and is attached for review.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Lazul at Crystal Lake Fair Share Agreement and Exhibits	Lazul at Crystal Lake Fair Share Agreement and Exhibits.pdf
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Melanie Schmotzer	Created/Initiated - 11/15/2018
Tim Burman	Approved - 11/15/2018
Shannon Balmer	Approved - 11/19/2018
Jake Johansson	Approved - 11/19/2018
Robin Fenwick	Final Approval - 11/20/2018

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of _____, 2018, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **EDENGATE DEVELOPMENT, LLC**, a Florida limited liability company whose address is 2801 SW 31ST Avenue Suite 2B Coconut Grove, Florida 33133 (the "Developer").

RECITALS

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

WHEREAS, unless otherwise stated, the Developer is the contract purchaser of the real property described within the Project Data on the attached **Exhibits "A-1," "A-2," and "A-3"** (the "Project"); Developer desires to permit, develop and, if appropriate, plat the real property described and, in addition to other requirements, is seeking to comply with the City's concurrency and proportionate fair share requirements for roads/traffic circulation under Chapters 4 and 21 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop a multi-tenant commercial unit on approximately Nineteen and Six-tenths (± 19.6) acres of real property more particularly described in **Exhibit "B-1,"** attached hereto and incorporated herein by reference (Lazul at Crystal lake), which will generate 162 P.M. Peak Hour Trips;

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

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

WHEREAS, through the Transportation Impact Analysis, certain transportation impacts were identified within the area impacted by the Project and payment for such site related improvements are set forth in this Agreement.;

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

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Fair-Share Contributions.** Pursuant to Section 8, Article V, Chapter 21, Land Development Code, City of Port Orange, Florida, a proportionate fair-share payment for concurrency impacts may include, separately or collectively, private finds, contributions of land, contribution of facilities, and construction of facilities ("Total Fair-Share Contribution"). The Developer shall take the following actions to address Concurrency Improvements identified by the City as a result of the impact of the development:
 - (a) **Proportionate Fair Share:** In connection with the City's construction of Concurrency Improvements, as set forth in **Exhibits "A-2" and "A-3,"** Developer shall pay to the City a fair share assessment in the amount of the difference between the Total Fair-Share Contribution, as defined in **Exhibit A-1,** hereinafter "Total Fair-Share Contribution", and the value of the Construction Improvements, as described in subsection (b) of this Section 2, pursuant to Section 8(f) , Article V, Chapter 21, Land Development Code, City of Port Orange, hereinafter the "Fair Share Payment." Developer agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange in an amount as determined in **Exhibits "A-2" and "A-3."** The City shall apply the Fair Share Payment to the Concurrency Improvements described in **Exhibits "A-2" and "A-3".** Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City and the right to request a refund is waived. The payment must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.
 - (b) **Construction of Improvements.** Developer agrees to construct, or to have constructed, a portion or all of the "Concurrency Improvements," referenced in **Exhibits "A-2" and "A-3,"** as full or partial payment towards the Total Fair-Share Contribution, in accordance with Section 8, Article V, Chapter 21, Land Development Code, City of Port Orange, Florida. Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapters 4 and 21 of the City's Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply

with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements. Additionally, the Concurrency Improvements to be constructed by the Developer shall be complete prior to the issuance of Certificate of Occupancy. For purposes of this Agreement, "reasons outside of Developer's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which Developer could not have foreseen or other similar matters or causes.

(c) If the City chooses to apply the proportionate fair-share payment to an alternative improvement to mitigate transportation deficiencies within the area impacted by the project as indicated on the **Exhibits "A-2" and "A-3"** or accept the construction of improvements, separately or collectively, then, unless otherwise stated herein, said mitigating payment and/or completed construction improvements are accepted as full payment for the Total Fair -Share Contribution, as defined in **Exhibit "A-1"**. Once construction of improvements offered as full or partial payment toward the Total Fair-Share Contribution are complete, Developer shall provide actual costs of the improvements, certified, sealed, and signed by the engineer of record for the Project. If actual costs are less than the estimated costs of constructing improvements previously provided for consideration toward the Total Fair-Share Contribution, then Developer shall pay the outstanding balance owed on the Total Fair-Share Contribution. Any additional monies owed and certification of actual costs shall be provided prior to the first Certificate of Occupancy.

(d) The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant."

3. **Vested Rights in Traffic Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project and that the Project shall be fully vested with Traffic Concurrency for purposes of development and related Project construction.
4. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees in respect to this Phase.

5. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Fair Share Payment and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.
6. **Miscellaneous.**
- A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
 - C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
 - D. **Successors.** This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
 - E. **Construction of Contract.** The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.
 - F. **Expiration.** This Agreement shall expire after Developer's payment of the Fair-Share Payment has been received and all Concurrency Improvements to be constructed by the Developer as referenced in Exhibits A-2 and A-3 are complete, if required, based upon the final completed construction cost.
 - G. **Conflicts.** Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
 - H. **Recording.** Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.
 - I. **Binding Nature and Covenants Running With the Land.** The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement

shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, "Project."

- J. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Printed Name: _____

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

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

**EDENGATE DEVELOPMENT, LLC, a
Florida limited liability company**

WITNESSES:

Printed name

Printed name

By: _____

Jay Massirman, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of November, 2018, by Jay Massirman, Manager of Edengate Development, LLC, a Florida limited liability company, who is personally known to me and did not take an oath.

(Seal)

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



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

Development Data:

Development Name:	Lazul at Crystal Lake Site Plan
Site Address:	1270 Reed Canal Road
City Case No.	18-80000004
Zoning District	PUD – Planned Unit Development – Crystal Lake
TIA Report Date	July 2018 and updates from October 4, 2018 & November 14, 2018
TIA Prepared by:	Traffic Engineering Data Solutions, Inc. (TEDS)
Est. Date of Impact	2019
Total Fair-Share Contribution	\$73,738 (See Exhibit A-2 and A-3)

Contract Purchaser/Developer:

Corporate Entity	Edengate Development, LLC
Contact Person	Jay Massirman
Mailing Address:	2801 SW 31 ST Avenue, Suite 2B, Coconut Grove, FL 33133

Land Owner:

Corporate Entity	Port Orange Apartment Associates III, LLC
Contact Person	Michael V. Shannon
Mailing Address:	PO BOX 2649, Auburn, AL 36831

Real Property

Total Acreage:	+/- 19.6 acres
Parcel Number(s):	5331-14-00-0140
Legal Description	Legible real property legal description and sketch attached as EXHIBIT B-1

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

Traffic Impact Analysis

Development Name:	Lazul at Crystal Lake Site Plan
City Case No.:	18-80000004
TIA Report Date:	July 2018 and updates from October 4, 2018 & November 14, 2018
TIA Prepared by (Firm):	Traffic Engineering Data Solutions, Inc. (TEDS)
Estimated Date of Impact:	2021

Contribution Calculations: November 16, 2018

Impacted Intersection/Road Segments per TIA	Project Engineer’s Estimated Construction Cost Per the Approved TIA	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted ^[3]	Contribution with Multiplier* ^[3]
Intersection of Nova Road at Reed Canal Road (Eastbound Right-Turn Lane)	\$15,125	N/A	N/A	N/A	N/A	\$15,125	\$16,638

*Financial Guarantee Multiplier	1.1	1.1	1.0
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Total Fair-Share Contribution ^[2]	\$16,638
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Fair Share Projects Dunlawton/Taylor at I-95(PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVRCF 5709/4736) are completed or fully funded.

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

^[2] Per Chapter 4, Section 4 of the LDC, approval for a development project is subject to mitigating adverse impacts. For this project there is an impact to the intersection of Nova Road at Reed Canal Road (eastbound right-turn lane) as indicated in the TIA. The impact to this intersection will be mitigated by the developer through the design, permitting, and constructing (\$45,913 – project engineer cost estimate) the extension of the Madeline Ave. eastbound turn lane onto Clyde Morris Blvd. The Madeline Ave. eastbound turn lane improvement is eligible for city transportation. impact fee credits and will be required to be completed and accepted prior to the issuance of the first Certificate of Occupancy.

^[3] Rounded up to nearest whole dollar

Planning Review: _____ Date _____

Finance Review: _____ Date _____

Development Exhibit A – 3
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Traffic Impact Analysis

Development Name:	Lazul at Crystal Lake Site Plan
City Case No.:	18-80000004
TIA Report Date:	July 2018 and updates from October 4, 2018 & November 14, 2018
TIA Prepared by (Firm):	Traffic Engineering Data Solutions, Inc. (TEDS)
Estimated Date of Impact:	2021

Contribution Calculations: Adjusted November 16, 2018

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost ^[3]	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted ^[3]	Contribution with Multiplier* ^[3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	N/A	N/A	N/A	N/A
Yorltowne Boulevard Extension [1] & [2] OR Book 7486 Page 1855	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1. Mitigation – Williamson Boulevard							
a. Caribbean Pine Way to Madeline Ave. [4]	\$6,388,922	N/A	N/A	N/A	N/A	N/A	N/A
b. Madeline Ave to Willow Run Blvd. [4]	\$3,240,457	N/A	N/A	11/1870	0.59%	\$19,119	\$21,031
c. Willow Run Blvd. to 4L Terminus N of PO Pavilion [4]	\$7,625,017	N/A	N/A	8/1870	0.43%	\$32,788	\$36,069
2. Mitigation - Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.)	\$2,953,201	N/A	N/A	N/A	N/A	N/A	N/A

*Financial Guarantee Multiplier	1.1	1.1	1.0
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Total Fair-Share Contribution^[2]	\$57,100
--	-----------------

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

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

^[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Williamson Boulevard as indicated in the TIA. The impact resulting from this project will be mitigated by the designing, permitting, and constructing (\$45,913 – project engineer cost estimate) the extension of the Madeline Ave. eastbound turn lane onto Clyde Morris Blvd. (Exhibit A-2) and/or a mitigation payment to the Yorltowne Boulevard Extension Fair-Share project. Remaining Fair-Share contribution not use for the Madeline Ave. turn lane extension improvement will go toward the Yorltowne Blvd. extension project. The Madeline Ave. eastbound turn lane improvement will be required to be completed and accepted prior to the issuance of the first Certificate of Occupancy.

^[3] Rounded up to nearest whole dollar

^[4] Project estimate cost per Volusia County Traffic Engineering – November 9th, 2018

Planning Review: _____ Date _____

Agreement 11/04/2005-Amended 3/01/2006*; 7/11/06[4], May 2007; October 2007, November 2009
 Finance Updated Project Cost – 5/30/07, as updated, 8/12/08, 12/22/08, 11/19/09, 1/13/2010, 2/3/2010, 1/20/2011, 2/9/2012, 4/8/2013, 12/7/2017, 7/30/2018, and 11/9/2018
 Transportation Concurrency and Fair Share –

Finance Review: _____ Date _____

Development Exhibit B –1
Concurrency and Fair-Share Agreement

LEGAL DESCRIPTION

LOT 14 CRYSTAL LAKE TRACT 2, AS RECORDED IN MAP BOOK 50, PAGES 58
THROUGH 59, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
THE ABOVE DESCRIBED PARCEL CONTAINS 19.604 ACRES MORE OR LESS.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: Yes

SUBJECT: (B13) Approval of Concurrency and Fair-Share Agreement for the Spring's at Port Orange Site Plan - Case No. 18-80000008

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Concurrency and Fair-Share Agreement for Spring's Multi-Family Development Site Plan.

SUMMARY: The Spring's Multi-Family Development project is proposed to be located on the west side of Williamson Boulevard, north of Summer Trees Road. The proposed Concurrency Fair-Share Agreement has been prepared in conjunction with the site plan for the development of 292 multi-family dwelling units on approximately 29.5 acres, along with associated on-site and off-site improvements.

The Trip Generation and Distribution Study completed by LTG Engineering & Planning, anticipates impact to the Taylor Road/Williamson Boulevard intersection, Williamson Boulevard, and Taylor Road upon completion of the development. Based on the TIA prepared, the owner is required to make a \$466,683 fair-share mitigation payment for the 153 PM peak hour trips generated per day from the development. The Concurrency and Fair-Share Agreement is to document the number of vested trips being used by the proposed facility and to mitigate the impact of the new traffic generated from the development. The developer's fair-share mitigation payment includes the design, permitting, and construction (Project Engineer's Estimate \$xxx,xxx) associated with improvements to the North Summer Trees Road and Williamson Boulevard intersection to extend the vehicle stacking area of the eastbound North Summer Tree Road left-turn lane to improve traffic flow, reduce delays for turning vehicles, and improve intersection safety and the remaining fair-share mitigation balance will be credited towards the Summer Trees Road and Yorktowne Boulevard Extension projects. The Concurrency and Fair-Share Agreement has been executed by the property owner and is attached for review.

Project No.: Funding Account No.:

ATTACHMENTS:

Melanie Schmotzer
Tim Burman
Shannon Balmer

Created/Initiated - 11/15/2018
Approved - 11/15/2018
Approved - 11/16/2018

Jake Johansson
Robin Fenwick

Approved - 11/19/2018
Final Approval - 11/20/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: Yes

SUBJECT: (B14) Approval of Contract for Sale and Purchase of Real Property at Fox Place

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the attached contract to acquire the following parcel: 6303-14-03-0020 for the purchase price of \$45,000.00 and authorize the Mayor and City Clerk to execute all documents necessary to complete the transaction.

SUMMARY: On October 25, 2018 the City Manager entered an Option to Purchase Contract. The City Council has the right to exercise the option by approval of the attached Contract For Sale and Purchase of Real Property for the following parcel: 6303-14-03-0020. The property will be utilized as part of the Virginia Avenue and Monroe Street Drainage Improvement Project. The City intends to utilize HUD Community Development Block Grant ("CDBG") funds to purchase the property in the amount of \$45,000. Use of CDBG funds for purchase of the property requires HUD's review and approval to release CDBG funds.

Finance has budgeted for this property acquisition. The estimated costs associated with the purchase of the property are as follows: appraisal (\$1,500); survey (\$400); and closing costs (\$1,200). If approved by HUD, these costs will be paid with CDBG funds.

Project No.: DIP059 Funding Account No.: 110-1904-554-61-00

ATTACHMENTS:

1. Fox Place Option Contract signed by Seller and City Manager 10.25.18	Fox Place Option Contract signed by Seller and City Manager 10.25.18.pdf
2. Map_FoxPlace_VirginiaMonroe_PropAcquisition	Map_FoxPlace_VirginiaMonroe_PropAcquisition.pdf

Amanda Lasecki
Tracey Riehm
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 10/29/2018
Approved - 10/29/2018
Approved - 11/13/2018
Approved - 11/14/2018
Final Approval - 11/14/2018



**OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY**

THIS OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this _____ day of _____, 2018, between Matthew Rauscher, whose mailing address is 5680 Riverside Drive, Port Orange, FL 32127, hereinafter referred to as "Seller"; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144, hereinafter referred to as "Purchaser."

For good and valuable consideration in the amount of ONE HUNDRED and NO/100 DOLLARS (\$100.00) receipt whereof is hereby acknowledged by the Seller upon execution of the Option to Purchase Contract by Seller and City Manager, hereinafter "Option", the parties agree as follows:

Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with its appurtenances, located at 321 Fox Place, in Port Orange, County of Volusia, State of Florida:

The Westerly 70 feet of Lot 1, Block 3, T.T. Allan's Subdivision, according to the map or plat thereof, as recorded in Deed Book "T", Page 415, of the Public records of Volusia County, Florida, being also described as that portion of said Lot 1, lying westerly of Monroe Place (a 40 foot street as now laid out and used) and the Northerly 70 feet of Lots 2 and 3, Block "C", Amended Plat of Virginia Heights, according to the map or plat thereof, as recorded in Map Book 9, Page 92, of the Public Records of Volusia County, Florida.

Also being identified as a portion of Parcel Number 6303-14-03-0020; the subject real estate being hereinafter referred to as the "Property".

General Description and Vicinity of Property: vacant land at the corner of Fox Place and Jefferson Avenue, Port Orange, Volusia County, Florida.

Tangible Personal Property and Fixtures: N/A

Conveyance by the Seller and Purchase by the Purchaser of the above-described Property is subject to the Standards for Real Estate Transactions set forth on the form contract approved by The Florida Bar and The Florida Association of Realtors, Inc., attached hereto as **Exhibit "A."**

In the event of a conflict between the terms of the contract for sale and purchase and the terms contained in **Exhibit "A,"** this Contract for Sale and Purchase shall control.

1. Conditions Precedent. In addition to other conditions set forth in this Contract, including those related to inspection of the Property, Purchaser's obligation to purchase the property shall be subject to and contingent upon the following conditions precedent, any or all of which Purchaser may waive by written notice only:
 - (a) City's compliance with the requirements set forth in 24 CFR Part 58; and
 - (b) Review and approval by Housing and Urban Development ("HUD") for use of Community Development Block Grant Funds, hereinafter ("CDBG Funds"); and
 - (c) Survey delineating the Property to be conveyed; and
 - (d) Approval of the Contract for Sale and Purchase by the City Council as set forth in paragraph 18 of this Contract.

2. Purchase Price and Method of Payment. The purchase price payable to Seller is as follows:
 - (a) The Purchase Price for the Property is: **Forty-Five Thousand and NO/100 Dollars (\$45,000.00)**; and
 - (b) Upon approval by City Council and execution of the Contract for Purchase by the Mayor and the City Clerk, a good faith deposit of **Two Hundred and No/100 Dollars (\$200.00)**, shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," and upon the closing of this transaction, to be delivered to Seller at the time of closing; and
 - (c) The total Purchase Price, which includes the Purchaser's good faith deposit of Two Hundred and No/100 Dollars (\$200.00), and less expenses and prorations as provided in Standard K and Standard L, by check payable to the order of Seller, to be delivered at the time of closing.

3. Title Insurance. Seller agrees to obtain from the Escrow Agent named above, at Purchaser's expense, an owner's title insurance policy insuring Purchaser for the full amount of the purchase price against loss or damage by reason of defect in the title of Seller in the above-described Property. Such policy shall be delivered to Purchaser at the time of closing. Not later than twenty (20) days after City Council approval, Seller shall cause to be delivered to and receipted by the City Attorney on behalf of the Purchaser a title insurance commitment in accordance with Standard A, together with copies of all items noted in Schedule B - Section 1, as prepared for execution and with copies of all items noted in Schedule B - Section 2, as evidenced in the public records or otherwise provided.

4. Taxes and assessments. Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the premises until and including the day of closing.

5. Risk of loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

6. Rental Agreements. Seller warrants that no other persons have any right to possession of the Property and the Seller shall not enter into any Lease or other instrument granting possessory rights subsequent to the execution of this Contract.

7. Deed. Seller agrees, on full payment of the purchase price in the manner herein specified, to make, execute and deliver to Purchaser a good and sufficient warranty deed to the Property.

8. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent on or before February 28, 2019, following the approval of this Contract for Sale and Purchase by the Port Orange City Council. The date of closing may be extended upon mutual agreement of the parties. At the closing, Seller shall provide Purchaser with the deed to the Property and other documents in accordance with Standard J. Following the closing, Purchaser shall have the right to exclusive possession of the Property.

9. Closing Costs. Seller shall pay closing costs including, but not limited to, Florida documentary tax stamps, recording fees of the deed and costs associated with instruments to cure title defects and document preparation costs attributable to Seller. Costs of title insurance premium, environmental audits, surveys, and other inspections shall be paid by the Purchaser.

10. Fees. Seller and Purchaser have utilized the services of a Florida Real Estate Broker for the sale and purchase of the Property. The brokers named below are collectively referred to as "Broker." The closing agent, referenced herein, is directed to disburse the full amount of the brokerage fees as specified in separate brokerage agreement with the parties and cooperative agreement between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. SVN Alliance RE Advisors is the Broker of record for the Purchaser and _____ is the broker of record for the Seller and will be compensated by Seller pursuant to a listing agreement. Purchaser shall be responsible for appraisal report prepared at its request, and Purchaser shall be responsible for fees incurred for Purchaser's independent review of this proposal and for the services of attorneys, engineers and other professionals, if any.

11. Appraisal Contingency. This Agreement is contingent upon Purchaser obtaining from one or more state licensed and certified appraiser, in accordance with the requirements of HUD when applying CDBG funding for the purchase of the Property, and in compliance with the City of Port Orange Code of Ordinances and acceptable to Purchaser, one or more appraisals

(the "Appraisals") valuing the Real Estate at no less than the Purchase Price. If Purchaser has been unable to obtain such Appraisals, and Purchaser serves written notice of such circumstance to Seller within the Inspection Period, as defined herein, Purchaser shall have the right to unilaterally terminate this Agreement by serving written notice to Seller within the Inspection Period. In case of termination of the Agreement pursuant to this Section 11, the Earnest Money shall be returned to Purchaser and neither party shall have any further obligation or liability under this Agreement. Seller shall provide copies of any appraisals of the Property prepared in the last 12 months.

12. Environmental Audit. Up to Fifteen (15) days before the date of closing, hereinafter referred to as the "Inspection Period", Purchaser shall have the right to conduct an environmental audit of the Property which audit shall be certified to Purchaser. In the event the environmental audit detects the presence of any hazardous materials, unique prehistoric or historic artifacts, relics, or structures of archaeological value, or of the remains of deceased persons interred therein on the Property, Purchaser, at its sole option, may elect to terminate this Contract prior to the expiration of the Inspection Period and neither party shall have any further obligations under this Contract. For purposes of this Contract, "hazardous materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any federal, state or local environmental laws, statutes, ordinances, rules, regulations, restrictions or orders relating to liability or standards of conduct. The environmental audits referenced in this Section 12 are separate and distinct from the Environmental Review Record referenced in Section 14, hereinbelow.

13. Purchaser's Intended Use of the Property. The restrictions, easements, leases, if any, and limitations of record shall not prevent the Purchaser from exercising its rights for its intended use of the Property including all lawful purposes consistent with the local zoning regulations and the elimination and prevention of the development or spread of slums and urban blight. In the event that Purchaser determines that the Property cannot be used for its intended purposes, then the Purchaser shall be entitled to terminate this Contract prior to the expiration of the Inspection Period.

14. Environmental Review Record. Notwithstanding the terms and conditions contained herein, the Purchaser's obligation to close is contingent upon securing certification of the Environmental Review Record, evidenced by receipt of a letter from HUD confirming the project is environmentally cleared and funds are released for completion of the purchase of the Property, described herein. In the event the Environmental Review Record cannot be certified and funds released on or before February 28, 2019, then Purchaser, at its sole option, may elect to terminate this Contract. Any deposits held in escrow shall be released and returned to the Purchaser and neither Party shall have any further obligations under this Contract. In the event of a conflict between the other terms of the Contract and the terms contained in this Section 14, this Section shall control.

15. Default by Seller. If Seller is unable to convey marketable title to the Property in accordance with the terms of this Contract, or otherwise fails to perform this Contract within the time specified for closing or any extension thereof, the costs of examining the title, surveying the Property, and inspecting and auditing the Property shall, at the option of Purchaser, be paid by Seller to Purchaser on demand. Service of such demand shall be made by certified mail, return receipt requested to Seller as identified and at their respective mailing address shown above, with a copy to Seller's agent or other authorized representative as Seller may indicate in writing to Purchaser. Purchaser shall have the right of specific performance and all other remedies at law or equity. Election of any options by Purchaser or failure of Purchaser to exercise any rights granted by this Contract shall not be construed as a waiver of any action for damages resulting from Seller's default.

16. Other Offers to Purchase. Seller acknowledges there are no existing contracts or options to purchase on said Property as of execution of this Option to Purchase Contract and Contract to Sale and Purchase of Real Property.

17. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents and representatives access to the Property upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys, environmental audits and inspections of the premises.

18. Option to Purchase and Approval of Contract for Sale and Purchase of Real Property. Upon execution of this Option by the Seller and the City Manager, the City of Port Orange shall have the option for sixty (60) days to purchase the Property described herein and in accordance with the terms described herein. The City Manager's signature on this Option shall not bind the City of Port Orange for the purchase of the Property until approved by the City Council. The City Council of the City of Port Orange may exercise the Option in a public meeting after 30 days' public notice, by casting a majority vote of the City Council in favor of exercising the option and by the Mayor and City Clerk duly executing this Contract. If this Contract is not approved by the City Council on or before the 60th day after execution of the Option by the City Manager, then the City shall provide written notice to Seller and the Escrow Agent and thereafter the City shall not be responsible for any other cost, expense, damage or liability and the parties shall both be discharged and released from any further responsibility under this Contract.

19. Effective Date. The Effective Date of the Option to Purchase Contract shall be the date of execution of said Option to Purchase Contract which shall be evidenced by the signing of the Seller and the City Manager. The Effective Date for the Purchase Contract shall be the date of approval by the City Council for the City of Port Orange, Florida; such approval shall be evidenced by the signing of the Mayor and the City Clerk.

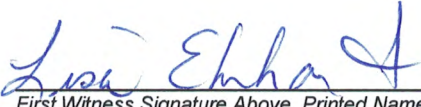
20. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

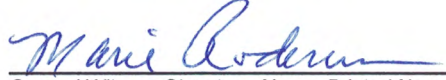
This Option to Purchase Contract and Contract for Sale and Purchase of Real Property is executed by the parties as of the respective dates shown below.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

FOR THE OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE OF REAL
PROPERTY

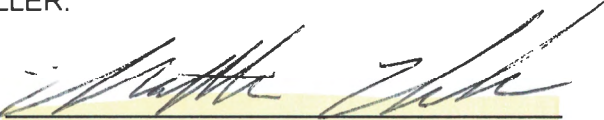
WITNESSES:


First Witness Signature Above, Printed Name Below:
Lisa Ehrhart


Second Witness Signature Above, Printed Name Below:
MARIE Roderus

Witnesses as to Both Sellers

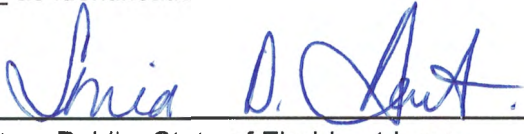
SELLER:

By: 
Matthew Rauscher

Date: 10-19, 2018

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was sworn to and acknowledged before me this 19th day of October, 2018, by Matthew Rauscher, the Seller named in the foregoing Contract, who (Notary, please check as applicable): ☐ took an oath or ☐ did not take an oath; and who ☒ is personally known to me or ☐ has produced _____ as identification.


Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date



SONIA D. HART
MY COMMISSION # FF 236950
EXPIRES: October 1, 2019
Bonded Thru Budget Notary Services

FOR THE OPTION TO PURCHASE CONTRACT:

WITNESSES:

CITY OF PORT ORANGE

Shannon K. Balmer

First Witness Signature Above, Printed Name Below:

Shannon K. Balmer

By: M.H. Johansson
M.H. Johansson, City Manager

Date: October 25th, 2018

ALAN ROSEN
Second Witness Signature Above Printed Name Below:

ALAN ROSEN

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract was sworn to and acknowledged before me this 25th day of October, 2018, by M.H. Johansson, the City Manager for the City of Port Orange, Florida, who (Notary, please check as applicable): ☐ took an oath or ☐ did not take an oath; and who ☒ is personally known to me or ☐ has produced _____ as identification.



Shannon K. Balmer
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

CONTRACT FOR SALE AND PURCHASE OF
REAL PROPERTY:

PURCHASER:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

Printed Name:

By: _____
Donald O. Burnette, Mayor

Date: _____, 2018

Printed Name:

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

Witnesses as to Both

Date: _____, 2018

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this ____ day of _____, 2018, by Donald O. Burnette as Mayor, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this ____ day of _____, 2018, by Robin Fenwick as City Clerk, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

- 1* PARTIES: _____ ("Seller").
2* and _____ ("Buyer").
3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):
- 5 I. DESCRIPTION:
6* (a) Legal description of the Real Property located in _____ County, Florida: _____
7*
8* (b) Street address, city, zip, of the Property: _____
9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
10 specifically excluded below.
11* Other items included are: _____
12*
13* Items of Personal Property (and leased items, if any) excluded are: _____
14*
- 15* II. PURCHASE PRICE (U.S. currency): _____ \$ _____
16 PAYMENT:
17* (a) Deposit held in escrow by _____ ("Escrow Agent") in the amount of (checks subject to clearance) \$ _____
18* Escrow Agent's address: _____ Phone: _____
19* (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of _____ \$ _____
20* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below _____ \$ _____
21* (d) Other _____ \$ _____
22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
23* to adjustments or prorations _____ \$ _____
- 24 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
25 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
26* before _____, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless other-
27 wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.
28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
30 acceptance of this offer or, if applicable, the final counteroffer.
- 31 IV. FINANCING:
32* ☐ (a) This is a cash transaction with no contingencies for financing;
33* ☐ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase
34* the Property ("Loan Approval") within _____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY
35* ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to
36* exceed _____%, and for a term of _____ years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Date.
37 BUYER: Buyer shall use reasonable diligence to: obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval
38 Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall
39 not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and
40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,
41 real estate licensee(s), and Closing Agent.
42 SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by
43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall
44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.
45 DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval
46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan
47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-
48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender
49 fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be
50 returned to Buyer.
51* ☐ (c) Assumption of existing mortgage (see rider for terms); or
52* ☐ (d) Purchase money note and mortgage to Seller (see Standards B and K and riders; addenda; or special clauses for terms).
- 53* V. TITLE EVIDENCE: At least _____ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as
54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:
55* (CHECK ONLY ONE): ☐ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
56* ☐ (2) Buyer at Buyer's expense.
57* (CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
- 58* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on _____ ("Closing"), unless
59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be
60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'
61* insurance. If such conditions continue more than _____ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

62 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions,
63 prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivi-
64 sion; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property
65 lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years;
66 and assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at Closing no violation of the
67* foregoing and none prevent use of the Property for _____ purpose(s).

68 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
69 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.
70 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
71 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

72 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed pro-
73 visions of this Contract in conflict with them.

74* X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may
75* assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

76 XI. DISCLOSURES:

77 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a
78 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,
79* as of Closing, shall be paid as follows: ☐ by Seller at closing ☐ by Buyer (if left blank, then Seller at Closing). If the amount of any
80 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the
81 last estimate or assessment for the improvement by the public body.

82 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-
83 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
84 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

85 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
86 regarding mold, Buyer should contact an appropriate professional.

87 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.988, F.S.

88 (e) If the Real Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

89 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

90 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-
91 TION/COMMUNITY DISCLOSURE.

92 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
93 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-
94 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.
95 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

96 XII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:

97* (a) \$ _____ for treatment and repair under Standard D (if blank, then 1.5% of the Purchase Price).

98* (b) \$ _____ for repair and replacement under Standard N not caused by Wood Destroying Organisms (if blank, then 1.5% of the Purchase Price).

99* XIII. HOME WARRANTY: ☐ Seller ☐ Buyer ☐ N/A will pay for a home warranty plan issued by _____
100* at a cost not to exceed \$ _____.

101 XIV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:

102* ☐ CONDOMINIUM ☐ VA/RHA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE

103* ☐ INSULATION ☐ "AS IS" ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ☐ Other Comprehensive Rider Provisions ☐ Addenda

104* Special Clause(s): _____

105* _____

106* _____

107* _____

108 XV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A
109 through Y on the reverse side or attached, which are incorporated as part of this Contract.

110 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

111 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

112 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transac-
113 tion. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

114 AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

115* _____

116 (BUYER) _____ (DATE) _____ (SELLER) _____ (DATE) _____

117* _____

118 (BUYER) _____ (DATE) _____ (SELLER) _____ (DATE) _____

119* Buyers' address for purposes of notice _____ Sellers' address for purposes of notice _____

120* _____

121* _____ Phone _____ Phone _____

122 BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with

123 this Contract:

124* Name: _____

125 Cooperating Brokers, if any _____ Listing Broker _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

126

127 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an
128 owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in
129 Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by
130 authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defect-
131 tive, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which
132 Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120
133 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to
134 so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within
135 the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby
136 releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior
137 to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

138 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
139 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
140 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
141 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
142 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
143 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
144 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
145 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
146 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-
147 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

148 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified
149 by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, ease-
150 ments, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

151 **D. WOOD DESTROYING ORGANISMS:** "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be report-
152 ed under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property Inspected by a Florida Certified Pest Control Operator
153 ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences.
154 If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected
155 and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all
156 WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XII(b). If estimated costs exceed that amount, Buyer shall have the
157 option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and
158 receive a credit at Closing equal to the amount provided in Paragraph XII(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense,
159 have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller
160 in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total
161 obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XII (a).

162 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
163 in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

164 **F. LEASES:** Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
165 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
166 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
167 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
168 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

169 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
170 claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
171 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
172 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
173 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
174 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

175 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
176 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

177 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-
178 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the
179 next business day. Time is of the essence in this Contract.

180 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases,
181 tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

182 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
183 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
184 mortgage title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by
185 Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of
186 closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

187 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
188 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased
189 or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and
190 security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax
191 with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's mileage is not
192 fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's mileage. If current year's assessment is not
193 available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improve-
194 ments were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's mileage and at an equitable assessment to be agreed
195 upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemp-
196 tions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

197 **M. (RESERVED - purposely left blank)**

198 **N. INSPECTION AND REPAIR:** Seller warrants that the ceiling, roof (including the fascia and soffits), and exterior and interior walls, and foundation of the Property
199 do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items,

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XI (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XI (b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 476, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 476, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VI and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

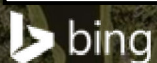


Parcel Number 6303-14-03-0020

Proposed Property Acquisition: Virginia Monroe Project

 Subject Parcel

 Project Area



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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: Yes

SUBJECT: (B15) Major Special Event Request – Port Orange YMCA LiveStrong 5K at Aunt Catfish Restaurant located at 4009 Halifax Drive and 4085 Ridgewood Avenue.

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Special Event request for the Port Orange YMCA LiveStrong 5K at Aunt Catfish Restaurant (4009 Halifax Drive) and 4085 Ridgewood Avenue, subject to the attached conditions.

SUMMARY: The applicant, Mica Lill, Community Health Outreach Director, on behalf of the Volusia Flagler Family YMCA, is requesting a repeat special event, for the Port Orange YMCA LiveStrong 5K. The proposed hours of the event are from 5:00 a.m. until 11:00 a.m. on Saturday, January 12, 2019. The applicant states, that all proceeds raised from this event will directly benefit the Port Orange Family YMCA as a part of the Y Community Campaign to provide scholarships to Port Orange residents. The proposed 3.1-mile race route is entirely within the Port Orange City limits and participants will be running within the streets listed.

The 5K course will begin at Aunt Catfish Restaurant, 4009 Halifax Drive. Runners will head south on Halifax Drive and turn around just past White Place. The runners will then head north on Halifax Drive towards Aunt Catfish Restaurant. At the end of Halifax Drive the runners will turn right and head east on Dunlawton Avenue over the bridge and turn around at the bottom of the bridge and head west back over the bridge, runners will finish the race at the parking lot located at 4085 Ridgewood Avenue. The applicant has an alternate route planned if FDOT still has an eastbound travel lane closed for painting to the bridge and eastbound vehicular traffic is restricted to one lane. The alternate route runners head south on Halifax Drive and turn around just past Niver Street and will finish the race at the parking lot located at 4085 Ridgewood Avenue

After the completion of the race, an awards ceremony will be held in the parking lot located at 4085 Ridgewood Avenue. The ceremony will have designated areas for refreshments and a live DJ. There will be port-o-lets and trash receptacles on site for the ceremony events.

The proposed event has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The applicant has received the estimates from the Police and Public Works departments for staff overtime costs to assist the event with traffic control, barriers and safety issues within the City of Port Orange. According to Code Enforcement, there are no code violations existing on any

of the proposed sites at this time.

The applicant has also requested that the surety bond fee be waived. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required. The surety bond was waived last year and as a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Recommendations	Staff Recommendations.pdf
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Briana Conlan-King	Created/Initiated - 11/05/2018
Tim Burman	Approved - 11/14/2018
Thomas Grimaldi	Approved - 11/19/2018
Ronny Buttrum	Approved - 11/19/2018
Jake Johansson	Approved - 11/19/2018
Robin Fenwick	Final Approval - 11/20/2018

RECOMMENDATION:

Staff recommends approval of the Port Orange YMCA LiveStrong 5K at subject to the following conditions:

1. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
2. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
3. **Rates for this event for staff time and equipment are per Resolution 18-9.**
4. Hours of the event shall be from 5:00 a.m. until 11:00 a.m.
5. Access shall be maintained for all emergency vehicles.
6. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
7. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
8. A temporary sign permit shall be required for the one banner permitted for this event. An application shall be submitted at least two weeks prior to the event for permit approval.
9. All trash generated along the route must be picked up and disposed of at the end of the event along with any debris at the event sites.
10. Amplified speaker systems must comply with the City noise ordinance (Code of Ordinances, Chapter 42, Article IV, Section 42 Noise regulations).



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: Yes

SUBJECT: (B16) Resolution No. 18-56 - Acceptance of Carlisle Drive from County of Volusia

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-56, subject to approval by Volusia County and review by the City Attorney's office.

SUMMARY: In an effort to simplify road and drainage maintenance responsibilities, the following agreement between the City of Port Orange and Volusia County is to transfer ownership of approximately a 425' segment of Carlisle Drive from Volusia County to City of Port Orange. The segment of Carlisle Drive intersects with Clyde Morris Boulevard, and is located north of Pickwick Village. Carlisle Drive is a local road within the City of Port Orange that provides access to Clyde Morris Boulevard for Pickwick Village, Bella Oaks townhome development (under construction), and a single-family home. As part of the Bella Oaks townhome project, the developer is reconstructing Carlisle Drive per the City's local roadway standard construction detail. The construction of Carlisle Drive as a local Port Orange road includes a 24' paved road, drainage, and 4' wide sidewalks along both sides of the road.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-56	Reso. No. 18-56.pdf
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Sandra Largent	Created/Initiated - 11/14/2018
Tim Burman	Approved - 11/16/2018
Shannon Balmer	Approved - 11/16/2018
Lynn Stevens	Approved - 11/19/2018
Jake Johansson	Approved - 11/19/2018
Robin Fenwick	Final Approval - 11/20/2018

RESOLUTION NO. 18-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE ROAD TRANSFER AGREEMENT BETWEEN VOLUSIA COUNTY, FLORIDA AND CITY OF PORT ORANGE, FLORIDA; PROVIDING FOR AUTHORIZATION OF THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS AND CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain public roads on the Volusia County (“County”) Road System are within the municipal limits of the City of Port Orange (“City”); and

WHEREAS, the County and the City are desirous of transferring the underlying title, jurisdiction, and maintenance responsibility for a Road Segment known as Carlisle Drive from the County to the City; and

WHEREAS, the County and the City have mutually agreed to enter into the Road Transfer Agreement between Volusia County, Florida and City of Port Orange, Florida in substantially the form attached hereto as **Exhibit “1”**; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council hereby approves the Road Transfer Agreement between Volusia County, Florida and City of Port Orange, in substantially the form attached hereto as Exhibit “1” for the City.

Section 3. The Mayor and City Clerk shall be authorized to take all action necessary to enter into the Road Transfer Agreement between Volusia County and City of Port Orange in substantially the form attached hereto as Exhibit “1” for the City.

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 _____, 2018

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

Prepared by:
County of Volusia, Florida
123 West Indiana Avenue
DeLand, Florida 32720

AGREEMENT FOR TRANSFER OF PUBLIC ROAD JURISDICTION AND MAINTENANCE PURSUANT TO SECTION 335.0415, F.S.

This AGREEMENT FOR TRANSFER OF PUBLIC ROAD JURISDICTION AND MAINTENANCE PURSUANT TO SECTION 335.0415, F.S. (AGREEMENT) is made and entered into between the County of Volusia, a political subdivision of the State of Florida, 123 West Indiana Avenue, DeLand, Florida, 32720 (COUNTY), and the City of Port Orange, a Florida municipal corporation, 1000 City Center Circle, Port Orange, Florida, 32129 (CITY), for the purposes and consideration set forth herein.

WHEREAS, the COUNTY has jurisdiction of Carlisle Drive from Clyde Morris Boulevard south approximately 425 feet to end of road. Carlisle Drive is prescriptive right of way maintained by the County which is within the city limits of Port Orange per the annexation in the City Ordinance 2006-19; and

WHEREAS, the COUNTY and the CITY each desire that the CITY take jurisdiction and maintenance responsibility for Carlisle Drive from Clyde Morris Boulevard south approximately 425 feet permanently and indefinitely; and

WHEREAS, the COUNTY and the CITY are not proposing to transfer a road to or from the State Highway System; and

WHEREAS, section 335.0415, Florida Statutes, authorizes the COUNTY to transfer jurisdiction and maintenance responsibility for Carlisle Drive from Clyde Morris Boulevard south approximately 425 feet; and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the parties that jurisdiction and maintenance responsibility of Carlisle Drive, described herein, and any future improvements thereof be transferred to the CITY.

NOW, THEREFORE, the COUNTY and the CITY hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Carlisle Drive is a prescriptive right-of-way maintained by the COUNTY, as indicated in the affidavit and map of record in Official Records Book 5953, Page 3015, Public Records, Volusia County, Florida, attached hereto as **EXHIBIT "A"** and made apart hereof by reference.
3. All jurisdiction and maintenance responsibility for Carlisle Drive from Clyde Morris Boulevard south approximately 425 feet, as described in and depicted on the attached **EXHIBIT "B"**, made apart hereof by reference ("Carlisle Drive"), is hereby transferred, pursuant to section 335.0415, Florida Statutes, from the COUNTY to the CITY. From and after the effective date of this AGREEMENT, the COUNTY shall have no further jurisdiction of, or responsibility for the maintenance of, Carlisle Drive from Clyde Morris Boulevard south approximately 425 feet, and the COUNTY shall be under no obligation to retake such jurisdiction or maintenance responsibility in the future.
4. The CITY agrees to accept jurisdiction and maintenance responsibility with respect to Carlisle Drive.

5. COUNTY and CITY recognize that time is of the essence and COUNTY agrees to record this AGREEMENT as soon as practicable, following approval by Volusia County Council.

6. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same AGREEMENT.

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this AGREEMENT, effective as of the latest date written below.

ATTEST:

**COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA**

GEORGE RECKTENWALD
INTERIM COUNTY MANAGER

BY: _____
ED KELLEY
COUNTY CHAIR

DATE: _____

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

Name: _____

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

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

filed
27.00

EXHIBIT "A"

11/15/2006 10:28 AM
Instrument# 2006-285352 # 1
Book: 5953
Page: 3015

AFFIDAVIT
RE: CARLISLE DRIVE, PORT ORANGE, FLORIDA

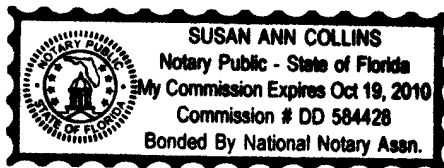
STATE OF FLORIDA
COUNTY OF VOLUSIA

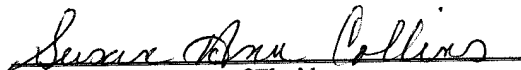
Before me, the undersigned authority, personally appeared, Ginger Noguiera, whose address is 2560 W. State Road 44, DeLand, Florida, who after being sworn, deposes and says:

1. That she currently holds the position of Interim Director of Road and Bridge with the Public Works Department;
2. That she has been employed by the County of Volusia, Public Works Department for a period of seventeen (17) years and five (5) months;
3. That Affiant personally knows that during her employment described herein the Public Works Department, through its employees and contractors, has maintained Carlisle Road, Port Orange, Florida.
4. That Affiant's review of the department's records show such maintenance by the said Public Works Department has been performed within the platted, deeded and/or prescriptive right of ways/easements continuously and uninterrupted as set forth in §95.361, Florida Statutes, and is presumed dedicated to the public.

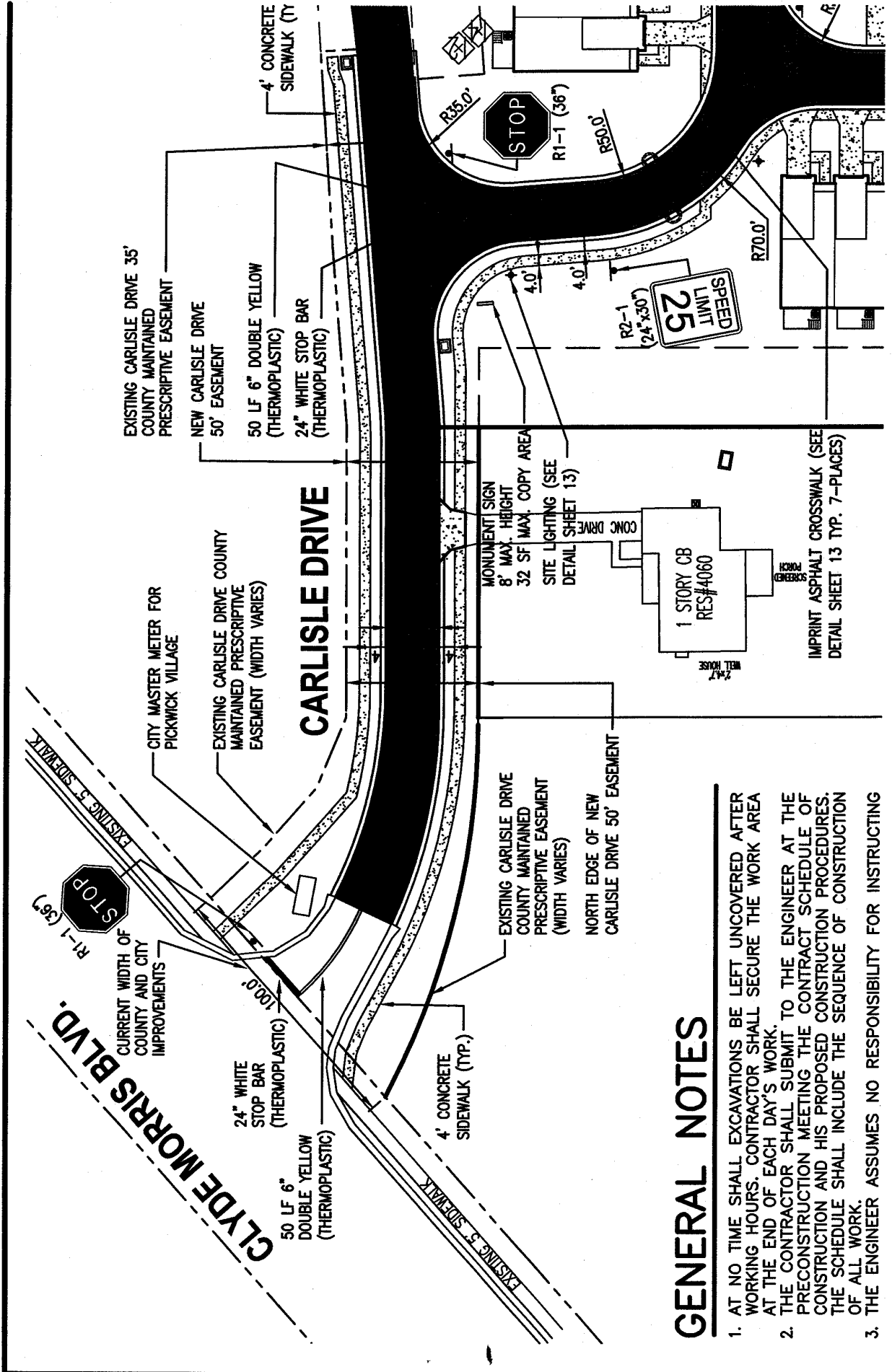

Ginger Noguiera
Affiant

Sworn to and subscribed before me on this 27th day of September, 2006, by Ginger Noguiera.




Notary Public - State of Florida

(print, type or stamp name)
Personally known ☒ OR Produced ID ☐
If produced ID, type: _____
Commission No.: _____

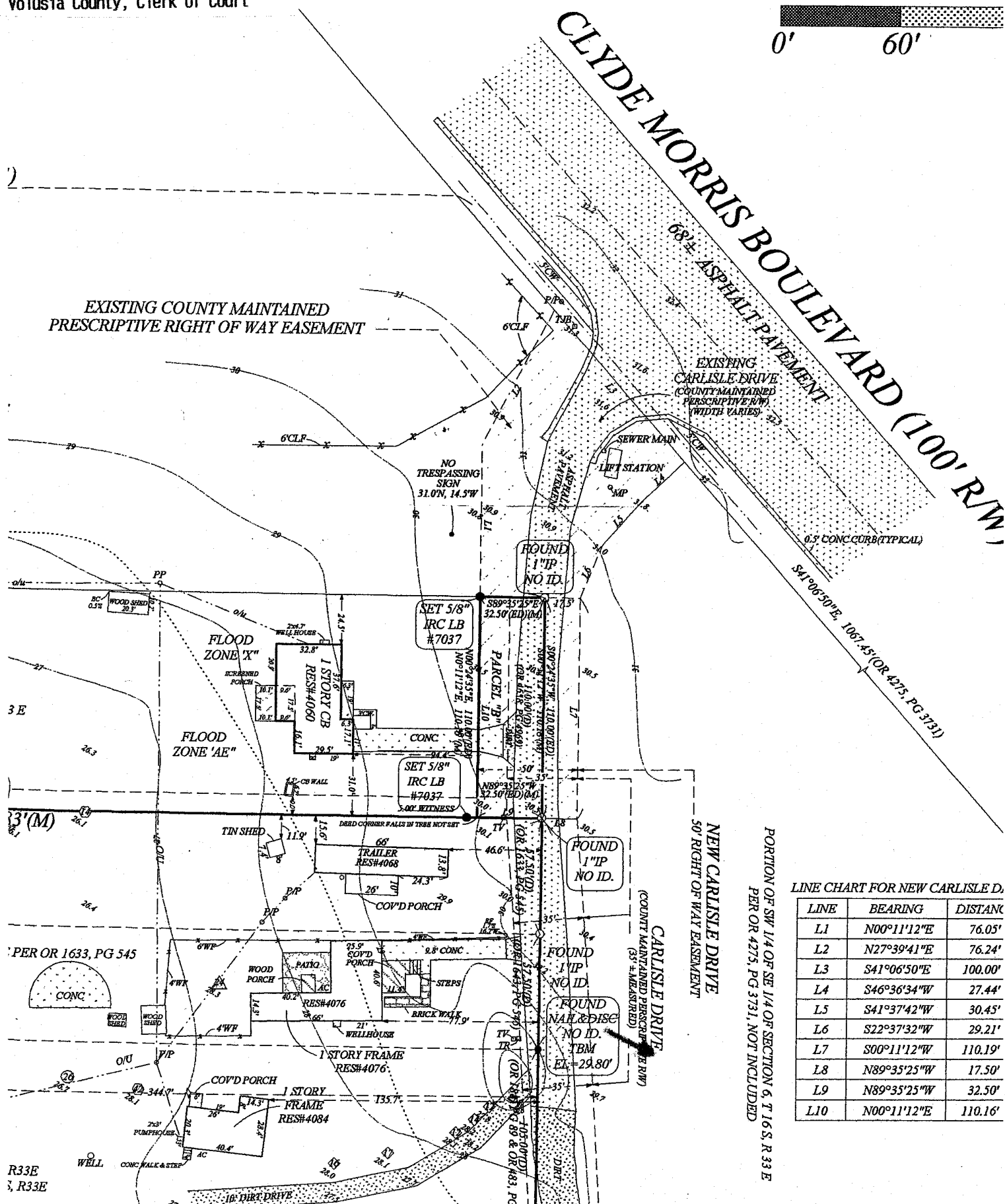


GENERAL NOTES

1. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
2. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER AT THE PRECONSTRUCTION MEETING THE CONTRACT SCHEDULE OF CONSTRUCTION AND HIS PROPOSED CONSTRUCTION PROCEDURES. THE SCHEDULE SHALL INCLUDE THE SEQUENCE OF CONSTRUCTION OF ALL WORK.
3. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING

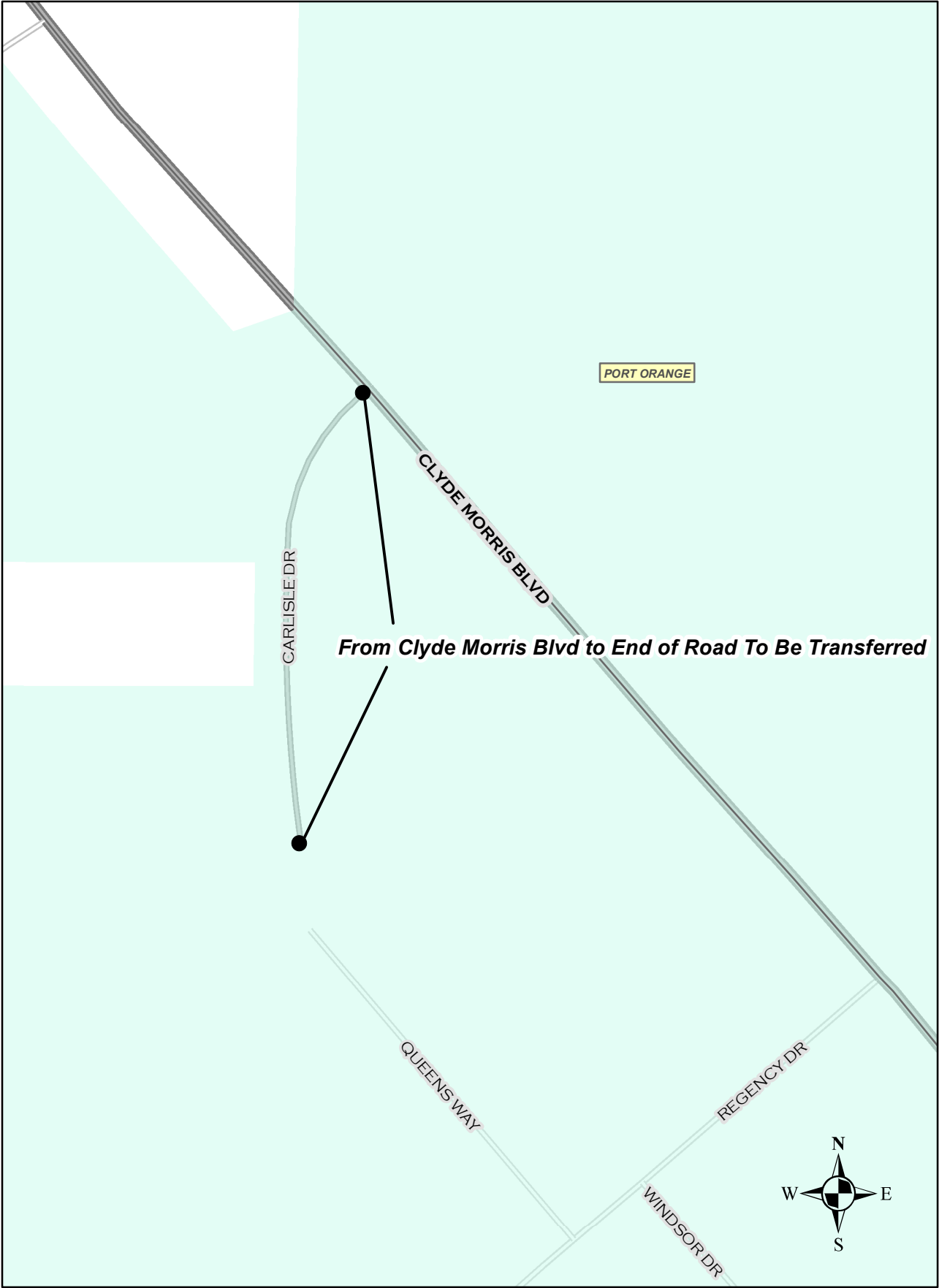
$$1'' = 60'$$

0' 60'



LINE	BEARING	DISTANCE
L1	N00°11'12"E	76.05'
L2	N27°39'41"E	76.24'
L3	S41°06'50"E	100.00'
L4	S46°36'34"W	27.44'
L5	S41°37'42"W	30.45'
L6	S22°37'32"W	29.21'
L7	S00°11'12"W	110.19'
L8	N89°35'25"W	17.50'
L9	N89°35'25"W	32.50'
L10	N00°11'12"E	110.16'

EXHIBIT "B"



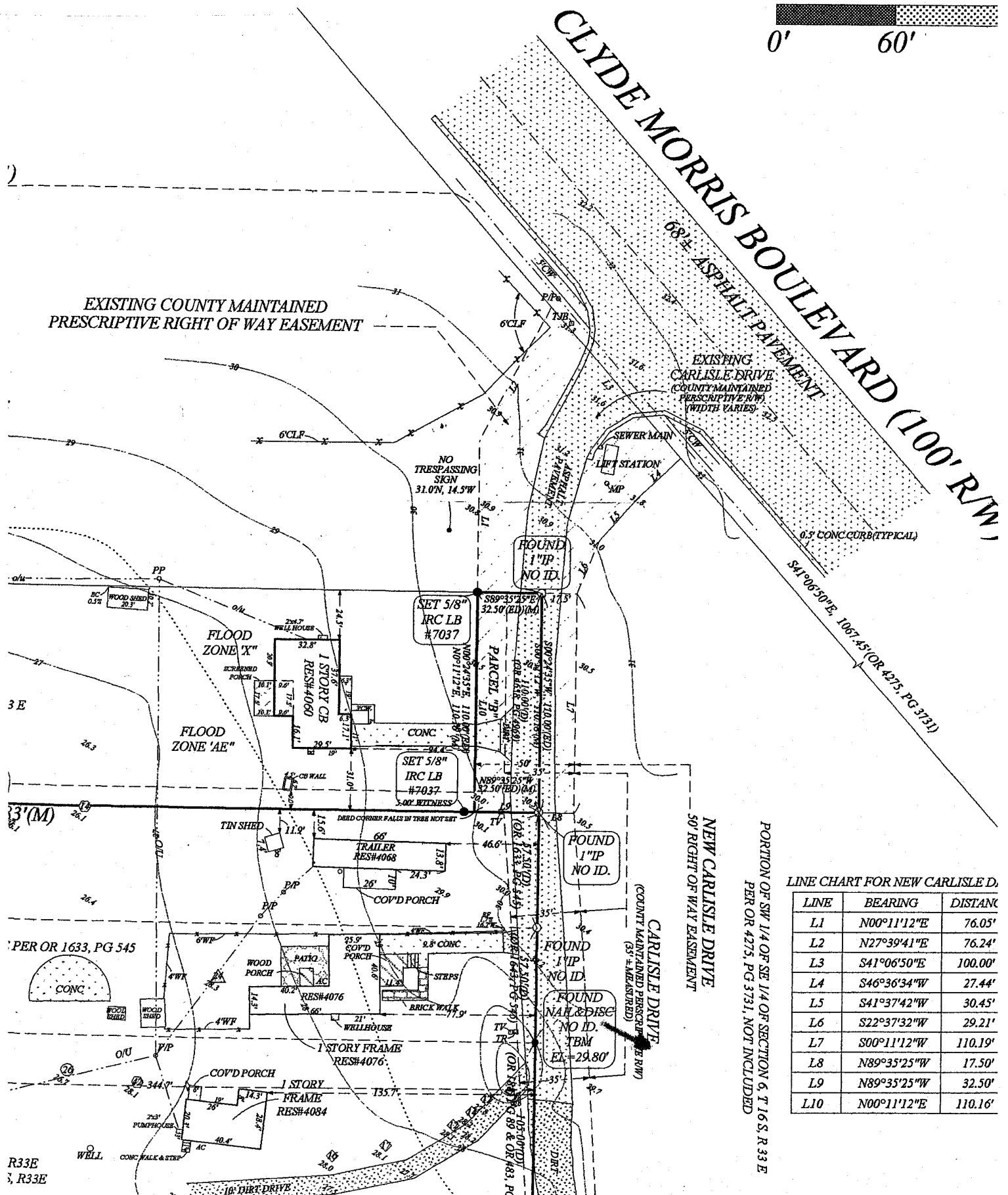
Road Transfer
Carlisle Drive From Clyde Morris Blvd to End of Road

GRAPHIC SCALE II

$$1'' = 60'$$

0

60'



LINE	BEARING	DISTANCE
L1	N00°11'12"E	76.05'
L2	N27°39'41"E	76.24'
L3	S41°06'50"E	100.00'
L4	S46°36'34"W	27.44'
L5	S41°37'42"W	30.45'
L6	S22°37'32"W	29.21'
L7	S00°11'12"W	110.19'
L8	N89°35'25"W	17.50'
L9	N89°35'25"W	32.50'
L10	N00°11'12"E	110.16'



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: Yes

SUBJECT: (B17) Resolution No. 18-57 - Supplemental Local Agency Program (LAP) Agreement for SR421 (Dunlawton) Lighting Phase 1

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 18-57, approving the Supplemental LAP Agreement for construction of SR421 Lighting and authorize the Mayor and City Clerk to execute the Agreement and Resolution.

SUMMARY: The Florida Department of Transportation (FDOT) desires to supplement the original LAP agreement dated April 23, 2018 for construction of SR421 (Dunlawton) Lighting Phase 1.

The purpose of the Supplemental Agreement is to clarify maintenance and ownership of the lighting upon project completion and to adjust the Local Funds associated with the project based on the concurred construction award. The City will be the maintaining agency for the streetlights and the FDOT will be the owner of the streetlights. The City's construction bid came in lower than the engineers estimate resulting in \$199,232 savings from the budgeted amount used for the basis of the original LAP Agreement. The Supplemental Agreement local funding amount has been decreased from \$395,537 to \$196,302 (an amount equal to the sum of the City's construction and consultant contract award amounts) and the federal funding amount remains unchanged at \$559,000.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-57 LAP Agreement	124 Reso. No. 18-57 LAP Agreement.pdf
2.	Reso. No. 18-57 - Exhibit 1	Reso. No. 18-57 - Exhibit 1.pdf

Margaret Tomlinson
Tim Burman
Tracey Riehm
Margaret Roberts
Jake Johansson

Created/Initiated - 11/14/2018
Approved - 11/14/2018
Approved - 11/16/2018
Approved - 11/16/2018
Approved - 11/19/2018

RESOLUTION NO. 18-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT FOR FPN 435591-1-58/68-01, FOR CONSTRUCTION OF SR421 (DUNLAWTON) LIGHTING PHASE 1 BETWEEN SPRUCE CREEK ROAD AND RIDGEWOOD AVENUE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SUPPLEMENTAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange desire to facilitate the Local Agency Program (LAP) Agreement for construction of SR421 (Dunlawton) Lighting Phase 1; and

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange previously entered into a LAP Agreement dated April 23, 2018 for FPN 435591-1-58/68-01; and

NOW, THEREFORE, BE IT RESOLVED 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 approves and authorizes the Mayor and City Clerk to make, execute, and deliver to the State of Florida Department of Transportation the Supplemental Local Agency Program Agreement for the project FPN 435591-1-58/68-01, a copy of which is attached hereto as **Exhibit "1"**.

Section 2. 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

Exhibit "1"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT

525-010-32
PROGRAM MANAGEMENT
08/17

Page 1 of 3

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D517-050-B

CONTRACT NO.

G0V69

FEDERAL AWARD DATE

9/22/2017

FPN

435591-1-58/68-01

LOCAL AGENCY DUNS NO.

08-082-7082

The State of Florida, Department of Transportation and the City of Port Orange desires to supplement the original Agreement entered into and executed on April 23, 2018, as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Construction of SR 421 (Dunlawton) Phase 1 Length 0.712 miles

Termini Spruce Creek Road to Ridgewood Avenue; milepost 3.289 to 4.001

Description of Work:

This project consists of constructing conventional street lighting along SR 421 (Dunlawton Ave.). The lighting will include installation of light poles complete (luminaire, pole, foundation), directional drill conduit, open cut conduit, lighting conductors, pole cable distribution systems, clearing and grubbing, pull boxes, obsolete light pole removal, two load centers, grounding, and power service. The project also includes maintenance of traffic, sodding, concrete sidewalk reconstruction, and erosion control.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to **Paragraph 16.L Miscellaneous Provisions** of the Local Agency Program Agreement, the Agency [City of Port Orange] agrees to maintain any improvement constructed on Department right-of-way. Although the City of Port Orange will be the maintaining agency for the conventional street lighting described above, this clarifies that the Florida Department of Transportation will be the owner of said street lighting.
2. Pursuant to **Paragraph 4.0 Project Cost** of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the total cost of the Project has decreased to an amount equal to the sum of the Agency's construction and consultant contract award amounts of **\$755,302.00**. Decreases to the local funding amounts attributed to the contract awards are reflected in the Adjusted Schedule of Funding, Exhibit B. Federal funding remains unchanged, as reflected on Exhibit B and Exhibit "1," Federal Financial Assistance (Single Audit Act) both of which are attached hereto and incorporated herein.

The River to Sea TPO requires a 10% local match for the project. The total project cost is \$866,712.00, yielding a match requirement of \$86,672.00. The City's prior design contribution of \$98,910.00, post-design contribution of \$12,500.00, the City's contribution of \$80,330.00 for CEI services, and construction contribution by the City of \$115,972.00 equals \$307,712.00, which exceeds the required match. No pro-ration of invoices for match purposes is required.

3. Exhibit "F", Agency Resolution, attached to this Amendment, is hereby incorporated.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

525-010-32
PROGRAM MANAGEMENT
07/17

FPN
435591-1-58/68-01

Page 2 of 3

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
FY: 2017-2018	\$874,204.00	(\$199,232.00)	\$674,972.00	\$115,972.00	\$559,000.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Construction Cost	\$874,204.00	(\$199,232.00)	\$674,972.00	\$115,972.00	\$559,000.00
Construction Engineering and Inspection (CEI)					
FY: 2017-2018	\$80,333.00	(\$3.00)	\$80,330.00	\$80,330.00	\$0.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total CEI Cost	\$80,333.00	(\$3.00)	\$80,330.00	\$80,330.00	\$0.00
Total Construction & CEI Costs	\$954,537.00	(\$199,235.00)	\$755,302.00	\$196,302.00	\$559,000.00
TOTAL COST OF THE PROJECT	\$954,537.00	(\$199,235.00)	\$755,302.00	\$196,302.00	\$559,000.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT B SCHEDULE OF FUNDING**

525-010-32
PROGRAM MANAGEMENT
07/17

Page 3 of 3

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

AGENCY CITY OF PORT ORANGE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Date: _____

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40F
PROGRAM MANAGEMENT
OGC - 08/15
Page 1 of 1

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
1/15
Page 1 of 1

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$559,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrc.gov/>



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: Yes

SUBJECT: (B18) Resolution No. 18-58 - Two (2) separate 30-day Extensions to the Moratorium on Personal Wireless Communications Governed by Chapter 16, Section 9 of the Land Development Code

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-58.

SUMMARY: On September 19, 2018, the City Council approved a 3-month moratorium to allow staff to review the existing City requirements for personal wireless communications in the Land Development Code (LDC) as part of an on-going maintenance effort. The current moratorium will expire on December 19, 2018. As part of the adopted moratorium, a provision was included to allow the moratorium to be extended for additional thirty (30) day increments by resolution of City Council, as needed. Staff has prepared a draft ordinance to update the City's LDC requirements for personal wireless communications, but will need to extend the moratorium for two (2) additional 30-day periods to bring the ordinance through the public hearing process. Based on the anticipated public hearing schedule required for the LDC text amendment for personal wireless communications, an additional 60-days (two (2) separate 30-day extensions) beyond the December 19, 2018 moratorium expiration date is needed to accommodate the anticipated public hearing schedule. Staff anticipates the LDC text amendment going before the Planning Commission on December 13, 2018, and then going before City Council on January 8, 2019 (1st Reading) and either January 22, 2019 or February 5, 2019 (2nd Reading).

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-58	Reso. No. 18-58.pdf
----	-----------------	---------------------

Melanie Schmotzer
Tim Burman
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 11/14/2018
Approved - 11/14/2018
Approved - 11/26/2018
Approved - 11/26/2018
Final Approval - 11/26/2018

RESOLUTION NO. 18-58

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; EXTENDING THE
EXISTING MORATORIUM ESTABLISHED BY ORDINANCE
NO. 2018-25 FOR TWO ADDITIONAL 30-DAY PERIODS;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 19, 2018 the City Council adopted Ordinance No. 2018-25 establishing a three-month moratorium to allow the Community Development Department and Public Utilities Department to review the City's regulations related to wireless facilities, communication towers, wireless support structures, and other communications facilities used in support thereof and governed by Chapter 16, Section 9 of the Land Development Code; and

WHEREAS, staff has determined that an additional 60 days is needed, beyond the three months originally adopted, for the moratorium to complete the amendments to the Land Development Code; and

WHEREAS, Ordinance No. 2018-25 provides for extensions by City Council for additional thirty (30) day periods; and

WHEREAS, City Council wishes to extend said moratorium for two additional thirty (30) day periods [a total of sixty (60) additional days].

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Extension.

The moratorium established by Ordinance No. 2018-25 is hereby extended for two additional thirty (30) day periods [a total of 60 days] beyond its original expiration date.

Section 2. Effective Date.

This Resolution shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on this _____ day of _____, 2018.

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: No

SUBJECT: (C19) Fee Waiver Request from Spruce Creek High School Softball Team

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: Coach Cameron McClelland from Spruce Creek High School is requesting a partial fee waiver for the use of Coraci Park for their annual fall and spring tournaments. The total rental cost for both events is \$2,440 and staffing is \$1,150 for total of \$3590. The high school would still be responsible for providing liability insurance listing the city as an additional insured.

The City Manager has talked to the School Superintendent regarding the requests from both our high schools to waive fees for services in Port Orange and he has indicated multiple times that schools should not be requesting waivers of fees since the school board does not waive fees for the city use of property belonging to the schools.

Attached is his email reply to absorbing costs of a football game and his thoughts on waiving fees for schools. Subsequent conversations with him have yielded the same response.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Letter to City 2018	Letter to City 2018.pdf
2.	2019invoicespring	2019invoicespring.pdf
3.	2019invoicefall	2019invoicefall.pdf
4.	matrix March 1-2 2019	matrix March 1-2 2019.xlsx
5.	FW _Atlantic High School	FW _Atlantic High School.pdf

Susan Lovallo
Susan Lovallo
Jake Johansson
Robin Fenwick

Created/Initiated - 11/14/2018
Approved - 11/14/2018
Approved - 11/20/2018
Final Approval - 11/20/2018

SPRUCE CREEK HIGH SCHOOL



November 5th, 2018

Mayor Burnette & City Council,

My name is Cameron McClelland and I currently teach and coach at Spruce Creek HS. As head coach of the high school softball program I was absolutely thrilled when Port Orange constructed the Coraci Fields; however, I feel as though the rates to use those fields are too much for a self-sufficient, local program such as ours. The biggest burden is the \$50 fence fee that equates to \$200 per event along with the \$100 concession usage fee. If those fees were waived that would yield a \$1000 savings for our softball program. That is a huge saving for our program since we do not receive any help from other sources within Volusia County or school athletic department. The entry fees that we charge teams are in line with other tournaments hosted around the state and right now those fees just barely cover the costs of the fields. In order generate revenue we have to do a bang-up job on concessions. I am not looking to short change any staff or maintenance fees, but rather I am asking for the council to consider waiving unnecessary fees to help a local, public school softball program.

Fees requested to be waived:

- Fence set up fee
- Concession fee

Also, I'd like to request that the fees paid go towards installation of a batter's box foundation of some sort (i.e. clay bricks, mats, underground turf box) to increase the safety of those participating on Coraci fields.

Thanks for your consideration,

Cameron McClelland

Head Softball Coach

801 Taylor Road
Port Orange, FL 32127
(386) 322-6272 or (386) 756-7200
Fax: (386) 756-7270
<http://www.sprucecreekhigh.com>



City of Port Orange Parks & Recreation Department

4655 City Center Circle
Phone: (386) 506-5851
Fax: (386) 756-5351
parks.port-orange.org

Facility Rental Invoice

Invoice #: 5757
Invoice Date: 09/04/2018
Payment Due: 02/22/2019
Permit #: 18-00490
Use Type: Sport Tournament
Description: Spruce Creek SB

Page 1 of 1

Customer

**Spruce Creek High School
Spruce Creek HS Softball
801 Taylor Road
Port Orange, FL 32127**

Location: Coraci Sport Complex - Coraci Tournament Hours: 21.00

Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
03/01/2019	Fri	11:30 AM-10:00 PM	Tournament Non-Profit Flat Rate	1.00	Each	\$100.00	\$100.00	\$0.00
03/01/2019	Fri	11:30 AM-10:00 PM	Tournament Lights Flat Rate	4.00	Each	\$35.00	\$140.00	\$0.00
03/01/2019	Fri	11:30 AM-10:00 PM	Tournament Field Prep Flat Rate	4.00	Each	\$35.00	\$140.00	\$0.00
03/01/2019	Fri	11:30 AM-10:00 PM	Temporary Fence Flat Rate	4.00	Each	\$50.00	\$200.00	\$0.00
03/01/2019	Fri	11:30 AM-10:00 PM	Athletic Concession Stand Flat Rate	1.00	Each	\$100.00	\$100.00	\$0.00
03/01/2019	Fri	11:30 AM-10:00 PM	Parks Tournament Staff Flat Rate	20.00	Each	\$25.00	\$500.00	\$0.00
03/01/2019	Fri	11:30 AM-10:00 PM	Additional Tournament Field - NP Flat Rate	3.00	Each	\$100.00	\$300.00	\$0.00
03/02/2019	Sat	7:00 AM-5:30 PM	Tournament Non-Profit Flat Rate	1.00	Each	\$100.00	\$100.00	\$0.00
03/02/2019	Sat	7:00 AM-5:30 PM	Tournament Field Prep Flat Rate	4.00	Each	\$35.00	\$140.00	\$0.00
03/02/2019	Sat	7:00 AM-5:30 PM	Athletic Concession Stand Flat Rate	1.00	Each	\$100.00	\$100.00	\$0.00
03/02/2019	Sat	7:00 AM-5:30 PM	Parks Tournament Staff Flat Rate	20.00	Each	\$25.00	\$500.00	\$0.00
03/02/2019	Sat	7:00 AM-5:30 PM	Additional Tournament Field - NP Flat Rate	3.00	Each	\$100.00	\$300.00	\$0.00

Total Hours	21.00
Total Fees	\$2,620.00
Total Tax	\$0.00
Invoice Total	\$2,620.00
Amount Paid	\$0.00
Balance Due	\$2,620.00



City of Port Orange Parks & Recreation Department

4655 City Center Circle
Phone: (386) 506-5851
Fax: (386) 756-5351
parks.port-orange.org

Facility Rental Invoice

Invoice #: 5826
Invoice Date: 10/04/2018
Payment Due: 02/15/2019
Permit #: 18-00548
Use Type: scrimmage game
Description: Spruce Creek Softball

Page 1 of 1

Customer **Spruce Creek High School**
Spruce Creek HS Softball
801 Taylor Road
Port Orange, FL 32127

Location: Coraci Sport Complex - Coraci Field 1 Hours: 6.00								
Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
02/16/2019	Sat	7:30 AM-1:30 PM	Athletic Field - NP Hourly	6.00	Hours	\$20.00	\$120.00	\$0.00
02/16/2019	Sat	7:30 AM-1:30 PM	Parks Crew Staff Flat Rate	6.00	Each	\$25.00	\$150.00	\$0.00
02/16/2019	Sat	7:30 AM-1:30 PM	Temporary Fence Flat Rate	4.00	Each	\$50.00	\$200.00	\$0.00
02/16/2019	Sat	7:30 AM-1:30 PM	Field Prep Flat Rate	1.00	Each	\$10.00	\$10.00	\$0.00
02/16/2019	Sat	7:30 AM-1:30 PM	Athletic Concession Stand Flat Rate	1.00	Each	\$100.00	\$100.00	\$0.00

Location: Coraci Sport Complex - Coraci Field 2 Hours: 6.00								
Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
02/16/2019	Sat	7:30 AM-1:30 PM	Athletic Field - NP Hourly	6.00	Hours	\$20.00	\$120.00	\$0.00
02/16/2019	Sat	7:30 AM-1:30 PM	Field Prep Flat Rate	1.00	Each	\$10.00	\$10.00	\$0.00

Location: Coraci Sport Complex - Coraci Field 3 Hours: 6.00								
Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
02/16/2019	Sat	7:30 AM-1:30 PM	Athletic Field - NP Hourly	6.00	Hours	\$20.00	\$120.00	\$0.00
02/16/2019	Sat	7:30 AM-1:30 PM	Field Prep Flat Rate	1.00	Each	\$10.00	\$10.00	\$0.00

Location: Coraci Sport Complex - Coraci Field 4 Hours: 6.00								
Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
02/16/2019	Sat	7:30 AM-1:30 PM	Athletic Field - NP Hourly	6.00	Hours	\$20.00	\$120.00	\$0.00
02/16/2019	Sat	7:30 AM-1:30 PM	Field Prep Flat Rate	1.00	Each	\$10.00	\$10.00	\$0.00

Thank you.

Total Hours	24.00
Total Fees	\$970.00
Total Tax	\$0.00
Invoice Total	\$970.00
Amount Paid	\$0.00
Balance Due	\$970.00

Event	Spruce Creek High School Softball tournament (March 1 & 2, 2019)	
Question	Checklist	Yes
1	Open to public participation without regard to religious or other membership requirements	X
2	Activity or event is aimed at promoting and facilitating physical, social or cultural activities for the community	X
3	Free Admission	X
4	Proceeds benefit a non-profit, government or public educational institution (Select "No" if proceeds benefit a for-profit or individual)	X
5	Local Preference	Port Orange
TOTAL FINAL CHARGE (as a percent of normal fees)		

Directions:
Answer the questions as best you can based on the response from the person requesting a waiver.
Answer "Yes" or "No" by placing an "X" in the correct column
Questions 1 and 2 must have an "X" in one of the columns
Question 3 can be left blank if it is a "private event"
Question 4 can be left blank if there are no proceeds (i.e., ticket sales, food sales, clothing sales, etc.)
Question 5 is a drop down box. Pick the appropriate response. Leave it blank if the person or organization is from outside the State of Florida
The resulting percentage is the recommended amount someone would pay as a percent of the total normal fees.

	Total Charge
No	100%
	-18%
	-23%
	-13%
	-23%
	-8%
	15%

[illegible]

From: [Johansson, Michael](#)
To: [Fenwick, Robin](#); [Johansson, Michael](#)
Subject: FW: Atlantic High School
Date: Monday, November 26, 2018 5:23:28 PM

Robin,

Add this email to the attachments for the Fee waiver request for softball. I took the wording out of the attachment.

Jake

From: Russell, James T. (SUPERINTENDENT) <jrussell@volusia.k12.fl.us>
Sent: Thursday, May 3, 2018 5:18 PM
To: Johansson, Michael <mjohansson@port-orange.org>
Cc: Morrissey, Saralee L. <smorriss@volusia.k12.fl.us>
Subject: Re: Atlantic High School

Jake,

The district does not expect the city to absorb the costs of the game. We understand usage fees because we have them; therefore, we will make sure the game fees are covered. I was the principal at Pine Ridge in Deltona and never expected the city to contribute or waive fees for my school.

I am not sure who from the schools are asking for various considerations from the city. It could be parents or boosters. It should not be the schools and it would not be the district. The last thing that I want is to burn bridges with the city of Port Orange. We can have coffee in the near future.

TR

Sent from my iPhone

On May 3, 2018, at 4:46 PM, Johansson, Michael <mjohansson@port-orange.org> wrote:

CAUTION: This email originated from outside of Volusia County Schools. **DO NOT** click links or open attachments unless you recognize the sender and are expecting the information or have verified with the third party and/or **Customer Support** at ext. 20000, option 2 that the content is safe.

Tom-

We will be hosting Atlantic's first football game at Coraci park. I am not a big fan of waiving fees (just short of \$600) that add cost to the city that we pay school tax to pay for in the first place. I will tell you that the council would rather pay the money (unbudgeted) than cancel the game. It seems that Port Orange is absorbing more and more school costs every year by them coming to council and asking for things we do not fund. Are you interested in chatting about this at all or are you good? I eventually do want to maybe have a cup of coffee and understand some of your thoughts and

concerns regarding our local schools if you have time. I can wait until you have time to breathe.

Let me know if I am missing some points of consideration. I am under an assumption that schools should operate within their means OR utilize booster clubs and other fund raisers (which I contribute to) to raise this money but maybe there is an expectation that the cities chip in as well.

Best, Jake

Jake Johansson
City Manager
Port Orange, FL
32129
386-506-5501

From: Lovallo, Susan
Sent: Thursday, May 3, 2018 4:03 PM
To: Johansson, Michael <mjohansson@port-orange.org>
Cc: Fenwick, Robin <rfenwick@port-orange.org>; Rivera, Cynthia <CRivera@port-orange.org>; Ferreira, Peter <pferreira@port-orange.org>
Subject: Atlantic High School

Jake, attached is the invoice we provided Marc Campbell with Atlantic High Football for their spring game at Coraci. I have requested that the marching bands not attend the game due to noise level. I have also attached the fee matrix which would show a 63% charge. They are planning on appearing before council on the 15th to request a fee waiver. Their game is the very next day. Please let me know if you have any questions, sorry for the short notice.

Recreationally Yours,

Susan L. Lovallo, CPRP
Director
City of Port Orange
Parks & Recreation Department
1000 City Center Circle Port Orange, Florida 32129
386.506.5852
slovallo@port-orange.org
www.port-orange.org/parks
www.facebook.com/portorangeparks

<INVOICE Atlantic High School Football Game May 16th 2018.pdf>

<atlantic Fee Waiver Matrix.xlsx>

This communication and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender immediately. For any other questions, please contact Customer Support at custserv@volusia.k12.fl.us Under Florida law, our e-mail addresses and communications are public records. If you do not want your e-mail address and message content released in response to a public records request, do not send electronic mail to this system. Instead, contact this office by phone or in writing.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: No

SUBJECT: (C20) Request by Tarik Dalaq from Door Master DBA Overhead Doors of America to waive or reduce a \$500 work without permit fee.

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Deny request of waiver and maintain consistency of current ordinance.

SUMMARY: Tarik Dalaq from Door Master DBA Overhead doors of America is requesting the City Council refund a \$500 work without permit fee. On October 19, 2018, Code Enforcement cited the contractor for installing a garage door without obtaining a building permit. According to the City Fee Resolution, a \$500 penalty fee, in addition to the cost of the building permit \$59.00, is to be paid prior to issuance of the building permit. On October 23, 2018, the contractor submitted a building permit to the City but disputed the \$500 work without permit fee. On November 7, 2018, Mr. Dalaq paid the \$59.00 building permit fee and the \$500 work without permit fee in order for the final inspection for the garage door to be scheduled. Mr. Dalaq is requesting the City Council refund the \$500 work without permit fee.

According to the contractor, it was an “honest mistake” by his company for not getting a permit before the garage door was replaced. He stated that the work was related to an emergency garage door repair and the mistake occurred in his office when the installers were sent to the address prior to him signing off on the work. According to the contractor, if the paperwork came across his desk, a permit would have been submitted prior to the repair work being completed.

Project No.: Funding Account No.:

ATTACHMENTS:

Melanie Schmotzer
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 11/26/2018
Approved - 11/26/2018
Approved - 11/27/2018
Final Approval - 11/27/2018

**The Golf Club at Cypress Head
Course Cash Flow Report
October 31, 2018**

	<u>October</u>	<u>YTD</u>
EBITDA	(\$7,009.44)	(\$7,009.44)
Management Fee Expense	(5,943.66)	(5,943.66)
Depreciation & Amortization	<u>(95.53)</u>	<u>(95.53)</u>
Net Income	(13,048.63)	(13,048.63)
Working Capital Changes		
Inventory	(1,972.39)	(1,972.39)
Receivables	103,674.88	103,674.88
Payables	(3,399.78)	(3,399.78)
Due to from the City	909.39	909.39
Prepays	4,582.72	4,582.72
Accrued Liabilities	6,055.05	6,055.05
Other Liabilities	(62,310.76)	(62,310.76)
Depreciation & Amortization	<u>95.53</u>	<u>95.53</u>
Operating Cash Flow	34,586.01	34,586.01
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>34,586.01</u>	<u>34,586.01</u>
Beginning Cash	145,874.95	145,874.95
Net Cash Flows	<u>34,586.01</u>	<u>34,586.01</u>
Ending Cash	<u>180,460.96</u>	<u>180,460.96</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Month Ending October 31, 2018

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	73,747	73,747	1,111,456	7%	82,196	82,196	1,193,457	7%
Merchandise	5,356	5,356	68,906	8%	4,595	4,595	66,700	7%
Other Pro Shop	340	340	15,010	2%	465	465	12,341	4%
Range	2,328	2,328	34,886	7%	2,412	2,412	41,000	6%
Food and Beverage	19,473	19,473	121,455	16%	0	0	0	
Other Operating Revenues	2,723	2,723	36,815	7%	2,790	2,790	39,300	7%
Other G&A Income	0	0	0		472	472	0	
TOTAL REVENUE	103,967	103,967	1,388,528	7%	92,930	92,930	1,352,798	7%
COST OF SALES								
Merchandise	3,196	3,196	41,273	8%	2,820	2,820	40,020	7%
Food & Beverage	6,186	6,186	55,573	11%	0	0	0	
TOTAL COGS	9,382	9,382	96,846	10%	2,820	2,820	40,020	7%
COGS - Merchandise %	59.7%	59.7%	59.9%	99.6%	61.4%	61.4%	60.0%	102.3%
COGS - Food %	31.9%	31.9%	45.8%	69.6%				
PAYROLL								
Course and Grounds	24,763	24,763	286,413	9%	24,565	24,565	410,798	6%
Carts, Range, Starters, Etc.	8,462	8,462	86,159	10%	7,391	7,391	95,625	8%
Pro Shop	3,571	3,571	56,997	6%	4,285	4,285	60,916	7%
Food and Beverage	15,809	15,809	81,967	19%	0	0	0	
General and Administrative	10,408	10,408	138,756	8%	12,155	12,155	148,394	8%
Marketing	3,845	3,845	51,006	8%	4,045	4,045	51,051	8%
TOTAL PAYROLL	66,858	66,858	701,298	10%	52,440	52,440	766,784	7%
OPERATING EXPENSES								
Course and Grounds	18,770	18,770	208,057	9%	18,949	18,949	260,225	7%
Carts, Range, Starters, Etc.	6,422	6,422	82,037	8%	7,600	7,600	80,417	9%
Pro Shop	(107)	(107)	6,359	-2%	363	363	6,900	5%
Food and Beverage	2,457	2,457	17,884	14%	0	0	0	
General and Administrative	19,912	19,912	208,210	10%	15,636	15,636	226,888	7%
Marketing	2,545	2,545	20,064	13%	2,132	2,132	25,200	8%
TOTAL OPERATING EXPENSES	49,999	49,999	542,612	9%	44,679	44,679	599,630	7%
TOTAL EXPENSES	126,239	126,239	1,340,755	9%	99,939	99,939	1,406,434	7%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,684)	(6,684)	(75,067)	9%	(5,944)	(5,944)	(70,608)	8%
Depreciation & Amortization	(154)	(154)	(1,146)	13%	(96)	(96)	(1,140)	8%
TOTAL OTHER INCOME (EXPENSE)	(6,838)	(6,838)	(76,213)	9%	(6,039)	(6,039)	(71,748)	8%
NET INCOME	(29,109)	(29,109)	(28,441)	102%	(13,049)	(13,049)	(125,384)	10%
Paid Rounds	2,585	2,585	35,583	7%	2,795	2,795	37,018	8%
Annual Pass Rounds	513	513	6,899	7%	424	424	7,486	6%
Other Rounds	211	211	2,590	8%	186	186	0	
Total Rounds	3,309	3,309	45,072	7%	3,405	3,405	44,504	8%
Revenue/Paid Rounds	40.22	40.22	39.02	103%	33.25	33.25	36.54	91%
Revenue/Total Rounds	31.42	31.42	30.81	102%	27.29	27.29	30.40	90%

The Golf Club at Cypress Head
For the Month Ending October 31, 2018

	<u>10/31/18</u>	<u>09/30/18</u>	<u>10/31/17</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	148,235	113,142	193,221
Cash - Payroll	30,876	31,383	11,427
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	700
Total Cash	<u>180,461</u>	<u>145,875</u>	<u>206,199</u>
Accounts Receivable			
A/R Member	4,210	107,885	5,711
Total Accounts Recievable	<u>4,210</u>	<u>107,885</u>	<u>5,711</u>
Other Current Assets			
Inventory - Merchandise	18,539	16,567	17,266
Inventory - Food & Beverage	0	0	9,119
Prepaid Insurance	16,280	20,601	16,664
Prepaid Exp - Other	10,707	10,969	1,902
Total Other Current Assets	<u>45,527</u>	<u>48,137</u>	<u>44,951</u>
TOTAL CURRENT ASSETS	<u>230,198</u>	<u>301,897</u>	<u>256,860</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	(26,625)	(26,529)	(25,536)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>9,523</u>	<u>9,619</u>	<u>10,612</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	0	0	3,000
TOTAL OTHER ASSETS	<u>0</u>	<u>0</u>	<u>3,000</u>
TOTAL ASSETS	<u><u>239,721</u></u>	<u><u>311,516</u></u>	<u><u>270,472</u></u>

The Golf Club at Cypress Head
For the Month Ending October 31, 2018

	<u>10/31/18</u>	<u>09/30/18</u>	<u>10/31/17</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	26,064	29,464	27,147
Accts Pay - Other	22,965	22,055	21,904
Accrued Expenses	2,800	480	6,634
Accrued Payroll	34,460	29,420	11,096
Accrued Taxes	2,171	3,477	5,691
Accrued Interest	0	0	4,046
Deferred Revenue	192,752	255,063	223,064
TOTAL CURRENT LIABILITIES	<u>281,212</u>	<u>339,958</u>	<u>299,582</u>
 TOTAL LIABILITIES	 <u>281,212</u>	 <u>339,958</u>	 <u>299,582</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(41,491)</u>	<u>(28,442)</u>	<u>(29,110)</u>
Net Retained Earnings	<u>(41,491)</u>	<u>(28,442)</u>	<u>(29,110)</u>
Stockholders Equity	<u>(41,491)</u>	<u>(28,442)</u>	<u>(29,110)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(41,491)</u>	<u>(28,442)</u>	<u>(29,110)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>239,721</u>	 <u>311,516</u>	 <u>270,472</u>

[illegible]

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 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												
49,996	44,580	112%	43,903	114%	Green Fees	49,996	44,580	112%	43,903	114%	714,205	668,201
32,201	34,639	93%	29,843	108%	Cart Fee	32,201	34,639	93%	29,843	108%	479,252	451,705
30	20	150%	0	10%	Handicap Fee	30	20	150%	0	0%	4,280	4,199
155	130	119%	130	119%	Lessons	155	130	119%	130	119%	4,861	7,406
280	210	133%	210	133%	Rental Clubs	280	210	133%	210	133%	3,200	3,530
4,595	5,500	84%	5,356	86%	Retail	4,595	5,500	84%	5,356	86%	66,700	68,144
2,412	2,600	93%	2,328	104%	Range	2,412	2,600	93%	2,328	104%	41,000	34,970
0	0	0%	10,449	0%	Food & Beverage	0	0	0%	10,449	0%	0	52,869
0	0	0%	5,605	0%	Beer	0	0	0%	5,605	0%	0	28,721
0	0	0%	2,970	0%	Liquor	0	0	0%	2,970	0%	0	16,753
0	0	0%	372	0%	Wine	0	0	0%	372	0%	0	3,524
0	0	0%	77	0%	F&B Other	0	0	0%	77	0%	0	114
2,790	2,800	100%	2,723	102%	City Surcharge R & R	2,790	2,800	100%	2,723	102%	39,300	36,882
472	0	0%	0	0%	Miscellaneous G&A	472	0	0%	0	0%	0	472
92,930	90,479	103%	103,967	89%	Total Revenues	92,930	90,479	103%	103,967	89%	1,352,798	1,377,491
COST OF GOODS SOLD												
2,820	3,300	85%	3,196	88%	COGS - Merchandise	2,820	3,300	85%	3,196	88%	40,020	40,897
0	0	0%	3,463	0%	COGS - Food & Beverage	0	0	0%	3,463	0%	0	26,097
0	0	0%	1,977	0%	COGS - Beer	0	0	0%	1,977	0%	0	15,691
0	0	0%	570	0%	COGS - Liquor	0	0	0%	570	0%	0	6,068
0	0	0%	175	0%	COGS - Wine	0	0	0%	175	0%	0	1,532
2,820	3,300	85%	9,382	30%	Total COGS	2,820	3,300	85%	9,382	30%	40,020	90,284
90,110	87,179	103%	94,585	95%	GROSS MARGIN	90,110	87,179	103%	94,585	95%	1,312,778	1,287,206
61.38%	60.00%	102.30%	59.67%	102.87%	COGS - Merchandise %	61.38%	60.00%	102.30%	59.67%	102.87%	60.00%	714.49%
0.00%	0.00%	0.00%	33.14%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	33.14%	0.00%	0.00%	240.05%
0.00%	0.00%	0.00%	35.28%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	35.28%	0.00%	0.00%	251.19%
0.00%	0.00%	0.00%	19.19%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	19.19%	0.00%	0.00%	141.63%
0.00%	0.00%	0.00%	47.05%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	47.05%	0.00%	0.00%	183.98%
0.00%	0.00%	0.00%	31.89%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	31.89%	0.00%	0.00%	224.84%
PAYROLL												
18,722	18,745	100%	15,643	120%	Gross Payroll - Salaried	18,722	18,745	100%	15,643	120%	227,198	217,757
0	0	0%	6,868	0%	Gross Kitchen Payroll - Salaried	0	0	0%	6,868	0%	0	26,388
24,922	34,382	72%	28,295	88%	Gross Payroll - Hourly	24,922	34,382	72%	28,295	88%	405,532	295,944
0	0	0%	6,969	0%	Gross Kitchen Payroll - Hourly	0	0	0%	6,969	0%	0	27,581
43,644	53,127	82%	57,775	76%	S/T Wages	43,644	53,127	82%	57,775	76%	632,730	567,670
3,125	4,064	77%	4,044	77%	Payroll Tax - FICA	3,125	4,064	77%	4,044	77%	48,404	40,773
98	213	46%	383	26%	Payroll Tax - UC	98	213	46%	383	26%	5,240	3,227
672	991	68%	917	73%	Payroll Tax - WC	672	991	68%	917	73%	12,146	10,389
4,900	5,597	88%	3,738	131%	Benefits	4,900	5,597	88%	3,738	131%	68,264	64,821
8,796	10,865	81%	9,083	97%	S/T Adders	8,796	10,865	81%	9,083	97%	134,054	119,210
52,440	63,992	82%	66,858	78%	TOTAL PAYROLL	52,440	63,992	82%	66,858	78%	766,784	686,880
OPERATING EXPENSES												
0	0	0%	47	0%	Bar Supplies	0	0	0%	47	0%	0	98
49	30	162%	32	153%	Cart Supplies	49	30	162%	32	153%	2,005	1,501
296	1,100	27%	1,151	26%	Chemicals	296	1,100	27%	1,151	26%	5,350	3,995
320	90	355%	90	354%	Course Accessories	320	90	355%	90	354%	1,805	2,979
0	0	0%	80	0%	Dining Room Supplies	0	0	0%	80	0%	0	3,947
3,000	4,000	75%	4,045	74%	Fertilizer	3,000	4,000	75%	4,045	74%	32,900	20,780
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	750	59
1,968	1,300	151%	1,351	146%	Fuel	1,968	1,300	151%	1,351	146%	14,400	11,235
0	300	0%	329	0%	Fungicides	0	300	0%	329	0%	4,450	1,122
952	2,300	41%	2,338	41%	Herbicides	952	2,300	41%	2,338	41%	23,200	18,770
244	750	33%	727	34%	Insecticides	244	750	33%	727	34%	19,805	13,955
418	400	105%	403	104%	Janitorial Supplies	418	400	105%	403	104%	5,300	5,787
0	0	0%	41	0%	Kitchen Supplies	0	0	0%	41	0%	0	933
0	0	0%	77	0%	Laundry/Linens	0	0	0%	77	0%	0	1,388
0	480	0%	887	0%	Laundry/Uniforms	0	480	0%	887	0%	1,780	827
557	800	70%	784	71%	Office Supplies	557	800	70%	784	71%	5,177	5,393
1,325	0	0%	0	0%	Range Balls	1,325	0	0%	0	0%	2,900	3,975
0	85	0%	87	0%	Range Equipment	0	85	0%	87	0%	1,085	1,276
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	0	439
0	800	0%	0	0%	Sand/Topdress	0	800	0%	0	0%	14,300	7,132
2,916	4,400	66%	0	0%	Seeds/Trees	2,916	4,400	66%	0	0%	4,400	6,096
0	0	0%	0	0%	Small Tools	0	0	0%	0	0%	1,050	289
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	850	0
0	100	0%	0	0%	Supplies	0	100	0%	0	0%	1,075	1,634
363	80	453%	(107)	-340%	Tournament Expense	363	80	453%	(107)	-340%	960	660
616	200	308%	210	293%	Alarm System	616	200	308%	210	293%	1,490	2,182

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 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	0	0%	0	0%	550	0
0	100	0%	0	0%	Cart Repairs	0	100	0%	0	0%	1,200	640
0	150	0%	151	0%	Computer Service	0	150	0%	151	0%	2,400	1,075
812	812	100%	812	100%	Contract Cleaning	812	812	100%	812	100%	9,744	9,797
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	60	64
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,225	4,156
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
26	400	6%	384	7%	Irrigation	26	400	6%	384	7%	6,680	6,724
0	75	0%	0	0%	Lesson Expense	0	75	0%	0	0%	450	286
0	0	0%	125	0%	Pest Control	0	0	0%	125	0%	0	250
1,241	1,600	78%	1,514	82%	Repair & Maint - Equipment	1,241	1,600	78%	1,514	82%	22,950	21,195
19	300	6%	242	8%	Repair & Maint - Building	19	300	6%	242	8%	3,700	3,396
5,356	5,136	104%	5,356	100%	Cart Lease	5,356	5,136	104%	5,356	100%	61,627	64,268
6,225	6,445	97%	5,476	114%	Equipment Lease	6,225	6,445	97%	5,476	114%	77,335	65,451
176	175	101%	168	105%	Off-Site Storage	176	175	101%	168	105%	2,100	2,084
1,110	1,180	94%	1,183	94%	Utilities - Electric	1,110	1,180	94%	1,183	94%	14,030	14,026
0	0	0%	1,240	0%	Utilities - Gas	0	0	0%	1,240	0%	0	3,150
3,528	3,000	118%	3,000	118%	Utilities - Other	3,528	3,000	118%	3,000	118%	40,860	40,182
285	250	114%	(47)	-602%	Utilities - Telephone/Fax	285	250	114%	(47)	-602%	3,000	3,143
204	250	82%	252	81%	Utilities - Water	204	250	82%	252	81%	2,800	2,586
2,132	2,600	82%	2,601	82%	Advertising & Promotion	2,132	2,600	82%	2,601	82%	24,000	17,551
2,170	475	457%	475	457%	Bank Charges	2,170	475	457%	475	457%	4,525	7,138
(177)	0	0%	(243)	73%	Cash Short/(Over)	(177)	0	0%	(243)	73%	0	(2,163)
150	200	75%	150	100%	Cell Phone	150	200	75%	150	100%	2,400	2,342
2,790	2,800	100%	2,723	102%	City Surcharge R & R	2,790	2,800	100%	2,723	102%	39,300	36,882
0	100	0%	0	0%	Copier/Photocopies	0	100	0%	0	0%	175	0
217	3,000	7%	3,024	7%	Credit Card Discounts	217	3,000	7%	3,024	7%	29,300	23,543
(50)	0	0%	0	0%	Donations	(50)	0	0%	0	0%	300	800
0	150	0%	150	0%	Dues & Subscriptions	0	150	0%	150	0%	1,160	589
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	200	45
0	50	0%	34	0%	Employee Relations	0	50	0%	34	0%	1,945	1,311
0	30	0%	(11)	0%	Employee Testing	0	30	0%	(11)	0%	360	133
4,320	4,471	97%	4,341	100%	Insurance Expense	4,320	4,471	97%	4,341	100%	53,652	51,970
0	40	0%	0	0%	Member Relations	0	40	0%	0	0%	480	0
0	30	0%	24	0%	Messenger Service - Fedex	0	30	0%	24	0%	360	252
20	0	0%	(57)	-36%	Miscellaneous	20	0	0%	(57)	-36%	0	20
0	3,000	0%	3,000	0%	O/S - Accounting	0	3,000	0%	3,000	0%	12,360	12,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	780	720
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	7,900	6,550
378	500	76%	482	76%	Payroll Processing Fee	378	500	76%	482	78%	6,450	5,835
157	200	79%	190	83%	Postage/Shipping	157	200	79%	190	83%	1,340	1,390
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(30)	0	0%	(30)	100%	0	(285)
0	0	0%	0	0%	Theft Loss	0	0	0%	0	0%	0	82
54	0	0%	25	213%	Travel - Meals	54	0	0%	25	213%	0	2,067
543	1,150	47%	640	85%	Travel - Other	543	1,150	47%	640	85%	13,800	7,373
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	0	2,100
0	0	0%	50	0%	Employee Meals	0	0	0%	50	0%	0	119
44,679	55,883	80%	49,999	89%	TOTAL OPERATING EXPENSES	44,679	55,883	80%	49,999	89%	599,630	537,292
(7,009)	(32,695)	21%	(22,272)	31%	EBITDA	(7,009)	(32,695)	21%	(22,272)	31%	(53,636)	63,035
5,944	5,884	101%	6,684	89%	Management Fee	5,944	5,884	101%	6,684	89%	70,608	74,327
5,944	5,884	101%	6,684	89%	Management Fees	5,944	5,884	101%	6,684	89%	70,608	74,327
23	23	101%	37	63%	Deprec - Mach & Equip	23	23	101%	37	63%	276	264
72	72	101%	117	62%	Deprec - Buildings	72	72	101%	117	62%	864	825
96	95	101%	154	62%	S/T DEPR. & AMORT	96	95	101%	154	62%	1,140	1,088
(13,049)	(38,674)	34%	(29,109)	45%	NET INCOME	(13,049)	(38,674)	34%	(29,109)	45%	(125,384)	(12,380)

The Golf Club at Cypress Head
Course & Grounds
For the Month Ending October 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												
49,996	44,580	112%	43,903	114%	Green Fees	49,996	44,580	112%	43,903	114%	714,205	668,201
2,790	2,800	100%	2,723	102%	City Surcharge R & R	2,790	2,800	100%	2,723	102%	39,300	36,882
52,786	47,380	111%	46,626	113%	Total Revenues	52,786	47,380	111%	46,626	113%	753,505	705,082
52,786	47,380	111%	46,626	113%	GROSS MARGIN	52,786	47,380	111%	46,626	113%	753,505	705,082
PAYROLL												
7,239	7,083	102%	4,684	155%	Gross Payroll - Salaried	7,239	7,083	102%	4,684	155%	87,253	79,579
13,342	21,406	62%	16,717	80%	Gross Payroll - Hourly	13,342	21,406	62%	16,717	80%	252,038	157,626
20,581	28,489	72%	21,401	96%	S/T Wages	20,581	28,489	72%	21,401	96%	339,291	237,205
1,442	2,179	66%	1,533	94%	Payroll Tax - FICA	1,442	2,179	66%	1,533	94%	25,956	16,412
14	55	26%	106	13%	Payroll Tax - UC	14	55	26%	106	13%	2,570	1,067
302	531	57%	355	85%	Payroll Tax - WC	302	531	57%	355	85%	6,513	4,249
2,225	2,989	74%	1,368	163%	Benefits	2,225	2,989	74%	1,368	163%	36,468	27,282
3,984	5,754	69%	3,362	119%	S/T Adders	3,984	5,754	69%	3,362	119%	71,507	49,010
24,565	34,243	72%	24,763	99%	TOTAL PAYROLL	24,565	34,243	72%	24,763	99%	410,798	286,215
OPERATING EXPENSES												
296	1,100	27%	1,151	26%	Chemicals	296	1,100	27%	1,151	26%	5,350	3,995
320	90	355%	90	354%	Course Accessories	320	90	355%	90	354%	1,805	2,979
3,000	4,000	75%	4,045	74%	Fertilizer	3,000	4,000	75%	4,045	74%	32,900	20,780
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	750	59
1,968	1,300	151%	1,351	146%	Fuel	1,968	1,300	151%	1,351	146%	14,400	11,235
0	300	0%	329	0%	Fungicides	0	300	0%	329	0%	4,450	1,122
952	2,300	41%	2,338	41%	Herbicides	952	2,300	41%	2,338	41%	23,200	18,770
244	750	33%	727	34%	Insecticides	244	750	33%	727	34%	19,805	13,955
0	800	0%	0	0%	Sand/Topdress	0	800	0%	0	0%	14,300	7,132
2,916	4,400	66%	0	0%	Seeds/Trees	2,916	4,400	66%	0	0%	4,400	6,096
0	0	0%	0	0%	Small Tools	0	0	0%	0	0%	1,050	289
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	850	0
26	400	6%	384	7%	Irrigation	26	400	6%	384	7%	6,680	6,724
1,042	1,500	69%	1,514	69%	Repair & Maint - Equipment	1,042	1,500	69%	1,514	69%	20,800	20,212
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	700	318
6,225	6,445	97%	5,316	117%	Equipment Lease	6,225	6,445	97%	5,316	117%	77,335	64,701
260	230	113%	235	111%	Utilities - Electric	260	230	113%	235	111%	2,730	2,932
1,358	1,000	136%	947	143%	Utilities - Other	1,358	1,000	136%	947	143%	15,660	16,271
138	100	138%	102	135%	Utilities - Telephone/Fax	138	100	138%	102	135%	1,200	1,278
204	250	82%	252	81%	Utilities - Water	204	250	82%	252	81%	2,800	2,586
0	0	0%	0	0%	Employee Relations	0	0	0%	0	0%	200	0
0	30	0%	(11)	0%	Employee Testing	0	30	0%	(11)	0%	360	133
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	7,900	6,550
0	50	0%	0	0%	Travel - Other	0	50	0%	0	0%	600	118
18,949	25,045	76%	18,770	101%	TOTAL OPERATING EXPENSES	18,949	25,045	76%	18,770	101%	260,225	208,236
9,272	(11,908)	-78%	3,093	300%	EBITDA	9,272	(11,908)	-78%	3,093	300%	82,482	210,632
9,272	(11,908)	-78%	3,093	300%	NET INCOME	9,272	(11,908)	-78%	3,093	300%	82,482	210,632

The Golf Club at Cypress Head
Carts
For the Month Ending October 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	
32,201	34,639	93%	29,843	108%	REVENUES	32,201	34,639	93%	29,843	108%	479,252	451,705
32,201	34,639	93%	29,843	108%	Cart Fee	32,201	34,639	93%	29,843	108%	479,252	451,705
32,201	34,639	93%	29,843	108%	Total Revenues	32,201	34,639	93%	29,843	108%	479,252	451,705
32,201	34,639	93%	29,843	108%	GROSS MARGIN	32,201	34,639	93%	29,843	108%	479,252	451,705
6,689	7,307	92%	7,616	88%	PAYROLL	6,689	7,307	92%	7,616	88%	86,036	76,665
6,689	7,307	92%	7,616	88%	Gross Payroll - Hourly	6,689	7,307	92%	7,616	88%	86,036	76,665
534	559	95%	613	87%	S/T Wages	534	559	95%	613	87%	6,582	6,026
68	105	65%	117	58%	Payroll Tax - FICA	68	105	65%	117	58%	1,248	898
101	136	74%	116	87%	Payroll Tax - UC	101	136	74%	116	87%	1,652	1,394
0	9	0%	0	0%	Payroll Tax - WC	0	9	0%	0	0%	108	105
702	809	87%	845	83%	Benefits	702	809	87%	845	83%	9,589	8,424
7,391	8,116	91%	8,462	87%	S/T Adders	7,391	8,116	91%	8,462	87%	95,625	85,089
49	30	162%	32	153%	TOTAL PAYROLL	49	30	162%	32	153%	2,005	1,501
0	100	0%	0	0%	OPERATING EXPENSES	0	100	0%	0	0%	1,200	640
5,356	5,136	104%	5,356	100%	Cart Supplies	5,356	5,136	104%	5,356	100%	61,627	64,268
850	950	89%	948	90%	Cart Repairs	850	950	89%	948	90%	11,300	11,094
6,254	6,216	101%	6,335	99%	Cart Lease	6,254	6,216	101%	6,335	99%	76,132	77,504
18,556	20,308	91%	15,046	123%	Utilities - Electric	18,556	20,308	91%	15,046	123%	307,495	289,113
18,556	20,308	91%	15,046	123%	TOTAL OPERATING EXPENSES	18,556	20,308	91%	15,046	123%	307,495	289,113
18,556	20,308	91%	15,046	123%	EBITDA	18,556	20,308	91%	15,046	123%	307,495	289,113
18,556	20,308	91%	15,046	123%	NET INCOME	18,556	20,308	91%	15,046	123%	307,495	289,113

The Golf Club at Cypress Head
Range
For the Month Ending October 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							
2,412	2,600	93%	2,328	104%	Range	2,412	2,600	93%	2,328	104%	41,000	34,970
2,412	2,600	93%	2,328	104%	Total Revenues	2,412	2,600	93%	2,328	104%	41,000	34,970
2,412	2,600	93%	2,328	104%	GROSS MARGIN	2,412	2,600	93%	2,328	104%	41,000	34,970
					OPERATING EXPENSES							
1,325	0	0%	0	0%	Range Balls	1,325	0	0%	0	0%	2,900	3,975
0	85	0%	87	0%	Range Equipment	0	85	0%	87	0%	1,085	1,276
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	0	439
21	0	0%	0	0%	Repair & Maint - Equipment	21	0	0%	0	0%	300	21
1,346	85	1583%	87	1548%	TOTAL OPERATING EXPENSES	1,346	85	1583%	87	1548%	4,285	5,711
1,066	2,515	42%	2,241	48%	EBITDA	1,066	2,515	42%	2,241	48%	36,715	29,259
1,066	2,515	42%	2,241	48%	NET INCOME	1,066	2,515	42%	2,241	48%	36,715	29,259

The Golf Club at Cypress Head
F & B Cafe
For the Month Ending October 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%	10,449	0%	Food & Beverage	0	0	0%	10,449	0%	0	52,869
0	0	0%	5,605	0%	Beer	0	0	0%	5,605	0%	0	28,721
0	0	0%	2,970	0%	Liquor	0	0	0%	2,970	0%	0	16,753
0	0	0%	372	0%	Wine	0	0	0%	372	0%	0	3,524
0	0	0%	77	0%	F&B Other	0	0	0%	77	0%	0	114
0	0	0%	19,473	0%	Total Revenues	0	0	0%	19,473	0%	0	101,981
COST OF GOODS SOLD												
0	0	0%	3,463	0%	COGS - Food & Beverage	0	0	0%	3,463	0%	0	26,097
0	0	0%	1,977	0%	COGS - Beer	0	0	0%	1,977	0%	0	15,691
0	0	0%	570	0%	COGS - Liquor	0	0	0%	570	0%	0	6,068
0	0	0%	175	0%	COGS - Wine	0	0	0%	175	0%	0	1,532
0	0	0%	6,186	0%	Total COGS	0	0	0%	6,186	0%	0	49,387
0	0	0%	13,288	0%	GROSS MARGIN	0	0	0%	13,288	0%	0	52,594
0.00%	0.00%	0.00%	33.14%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	33.14%	0.00%	0.00%	240.05%
0.00%	0.00%	0.00%	35.28%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	35.28%	0.00%	0.00%	251.19%
0.00%	0.00%	0.00%	19.19%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	19.19%	0.00%	0.00%	141.63%
0.00%	0.00%	0.00%	47.05%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	47.05%	0.00%	0.00%	183.98%
0.00%	0.00%	0.00%	31.89%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	31.89%	0.00%	0.00%	224.84%
PAYROLL												
0	0	0%	6,868	0%	Gross Kitchen Payroll - Salaried	0	0	0%	6,868	0%	0	26,388
0	0	0%	6,969	0%	Gross Kitchen Payroll - Hourly	0	0	0%	6,969	0%	0	27,581
0	0	0%	13,837	0%	S/T Wages	0	0	0%	13,837	0%	0	53,969
0	0	0%	871	0%	Payroll Tax - FICA	0	0	0%	871	0%	0	4,306
0	0	0%	130	0%	Payroll Tax - UC	0	0	0%	130	0%	0	483
0	0	0%	197	0%	Payroll Tax - WC	0	0	0%	197	0%	0	1,216
0	0	0%	775	0%	Benefits	0	0	0%	775	0%	0	6,184
0	0	0%	1,972	0%	S/T Adders	0	0	0%	1,972	0%	0	12,189
0	0	0%	15,809	0%	TOTAL PAYROLL	0	0	0%	15,809	0%	0	66,157
OPERATING EXPENSES												
0	0	0%	47	0%	Bar Supplies	0	0	0%	47	0%	0	98
0	0	0%	80	0%	Dining Room Supplies	0	0	0%	80	0%	0	3,947
0	0	0%	41	0%	Kitchen Supplies	0	0	0%	41	0%	0	933
0	0	0%	77	0%	Laundry/Linens	0	0	0%	77	0%	0	1,388
0	0	0%	0	0%	Office Supplies	0	0	0%	0	0%	0	316
0	0	0%	812	0%	Contract Cleaning	0	0	0%	812	0%	0	4,113
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	0	0%	0	650
0	0	0%	160	0%	Equipment Lease	0	0	0%	160	0%	0	750
0	0	0%	1,240	0%	Utilities - Gas	0	0	0%	1,240	0%	0	3,150
0	0	0%	0	0%	Theft Loss	0	0	0%	0	0%	0	82
0	0	0%	2,457	0%	TOTAL OPERATING EXPENSES	0	0	0%	2,457	0%	0	15,427
0	0	0%	(4,978)	0%	EBITDA	0	0	0%	(4,978)	0%	0	(28,990)
0	0	0%	857	0%	Management Fee	0	0	0%	857	0%	0	4,285
0	0	0%	857	0%	Management Fees	0	0	0%	857	0%	0	4,285
0	0	0%	(5,835)	0%	NET INCOME	0	0	0%	(5,835)	0%	0	(33,275)

The Golf Club at Cypress Head
Golf Shop
For the Month Ending October 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												
30	20	150%	0	0%	Handicap Fee	30	20	150%	0	0%	4,280	4,199
155	130	119%	130	119%	Lessons	155	130	119%	130	119%	4,861	7,406
280	210	133%	210	133%	Rental Clubs	280	210	133%	210	133%	3,200	3,530
4,595	5,500	84%	5,356	86%	Retail	4,595	5,500	84%	5,356	86%	66,700	66,144
5,060	5,860	86%	5,696	89%	Total Revenues	5,060	5,860	86%	5,696	89%	79,041	83,280
COST OF GOODS SOLD												
2,820	3,300	85%	3,196	88%	COGS - Merchandise	2,820	3,300	85%	3,196	88%	40,020	40,897
2,820	3,300	85%	3,196	88%	Total COGS	2,820	3,300	85%	3,196	88%	40,020	40,897
2,239	2,560	87%	2,500	90%	GROSS MARGIN	2,239	2,560	87%	2,500	90%	39,021	42,382
61.38%	60.00%	102.30%	59.67%	102.87%	COGS - Merchandise %	61.38%	60.00%	102.30%	59.67%	102.87%	60.00%	714.49%
PAYROLL												
3,895	4,672	83%	3,245	120%	Gross Payroll - Hourly	3,895	4,672	83%	3,245	120%	55,011	52,300
3,895	4,672	83%	3,245	120%	S/T Wages	3,895	4,672	83%	3,245	120%	55,011	52,300
302	357	85%	254	119%	Payroll Tax - FICA	302	357	85%	254	119%	4,208	4,027
13	36	37%	22	62%	Payroll Tax - UC	13	36	37%	22	62%	641	482
75	87	86%	50	150%	Payroll Tax - WC	75	87	86%	50	150%	1,056	902
390	481	81%	326	120%	S/T Adders	390	481	81%	326	120%	5,905	5,411
4,285	5,153	83%	3,571	120%	TOTAL PAYROLL	4,285	5,153	83%	3,571	120%	60,916	57,711
OPERATING EXPENSES												
0	0	0%	0	0%	Office Supplies	0	0	0%	0	0%	190	92
0	100	0%	0	0%	Supplies	0	100	0%	0	0%	1,075	1,634
363	80	453%	(107)	-340%	Tournament Expense	363	80	453%	(107)	-340%	960	660
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,225	4,156
0	75	0%	0	0%	Lesson Expense	0	75	0%	0	0%	450	286
363	255	142%	(107)	-340%	TOTAL OPERATING EXPENSES	363	255	142%	(107)	-340%	6,900	6,828
(2,408)	(2,848)	85%	(964)	250%	EBITDA	(2,408)	(2,848)	85%	(964)	250%	(28,795)	(22,156)
(2,408)	(2,848)	85%	(964)	250%	NET INCOME	(2,408)	(2,848)	85%	(964)	250%	(28,795)	(22,156)

The Golf Club at Cypress Head
G & A
For the Month Ending October 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												
472	0	0%	0	0%	Miscellaneous G&A	472	0	0%	0	0%	0	472
472	0	0%	0	0%	Total Revenues	472	0	0%	0	0%	0	472
472	0	0%	0	0%	GROSS MARGIN	472	0	0%	0	0%	0	472
PAYROLL												
8,184	8,260	99%	7,697	106%	Gross Payroll - Salaried	8,184	8,260	99%	7,697	106%	99,120	96,306
997	996	100%	716	139%	Gross Payroll - Hourly	997	996	100%	716	139%	12,448	9,353
9,181	9,256	99%	8,413	109%	S/T Wages	9,181	9,256	99%	8,413	109%	111,568	105,660
613	708	87%	530	116%	Payroll Tax - FICA	613	708	87%	530	116%	8,535	7,039
3	14	19%	9	28%	Payroll Tax - UC	3	14	19%	9	28%	562	210
143	173	83%	142	101%	Payroll Tax - WC	143	173	83%	142	101%	2,141	1,911
2,215	2,098	106%	1,314	169%	Benefits	2,215	2,098	106%	1,314	169%	25,588	25,683
2,973	2,993	99%	1,995	149%	S/T Adders	2,973	2,993	99%	1,995	149%	36,826	34,843
12,155	12,249	99%	10,408	117%	TOTAL PAYROLL	12,155	12,249	99%	10,408	117%	148,394	140,502
OPERATING EXPENSES												
418	400	105%	403	104%	Janitorial Supplies	418	400	105%	403	104%	5,300	5,787
0	480	0%	887	0%	Laundry/Uniforms	0	480	0%	887	0%	1,780	827
557	800	70%	784	71%	Office Supplies	557	800	70%	784	71%	4,987	4,985
616	200	308%	210	293%	Alarm System	616	200	308%	210	293%	1,490	2,182
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	550	0
0	150	0%	151	0%	Computer Service	0	150	0%	151	0%	2,400	1,075
812	812	100%	0	0%	Contract Cleaning	812	812	100%	0	0%	9,744	5,684
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	60	64
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
0	0	0%	125	0%	Pest Control	0	0	0%	125	0%	0	250
178	100	178%	0	0%	Repair & Maint - Equipment	178	100	178%	0	0%	1,850	313
19	300	6%	242	8%	Repair & Maint - Building	19	300	6%	242	8%	3,000	3,077
176	175	101%	168	105%	Off-Site Storage	176	175	101%	168	105%	2,100	2,084
2,170	2,000	108%	2,054	106%	Utilities - Other	2,170	2,000	108%	2,054	106%	25,200	23,911
147	150	98%	(149)	-99%	Utilities - Telephone/Fax	147	150	98%	(149)	-99%	1,800	1,865
2,170	475	457%	475	457%	Bank Charges	2,170	475	457%	475	457%	4,525	7,138
(177)	0	0%	(243)	73%	Cash Short/(Over)	(177)	0	0%	(243)	73%	0	(2,163)
150	200	75%	150	100%	Cell Phone	150	200	75%	150	100%	2,400	2,342
2,790	2,800	100%	2,723	102%	City Surcharge R & R	2,790	2,800	100%	2,723	102%	39,300	36,882
0	100	0%	0	0%	Copier/Photocopies	0	100	0%	0	0%	175	0
217	3,000	7%	3,024	7%	Credit Card Discounts	217	3,000	7%	3,024	7%	29,300	23,543
(50)	0	0%	0	0%	Donations	(50)	0	0%	0	0%	300	800
0	150	0%	150	0%	Dues & Subscriptions	0	150	0%	150	0%	1,160	589
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	200	45
0	50	0%	34	0%	Employee Relations	0	50	0%	34	0%	1,745	1,311
4,320	4,471	97%	4,341	100%	Insurance Expense	4,320	4,471	97%	4,341	100%	53,652	51,970
0	40	0%	0	0%	Member Relations	0	40	0%	0	0%	480	0
0	30	0%	24	0%	Messenger Service - Fedex	0	30	0%	24	0%	360	252
20	0	0%	0	0%	Miscellaneous	20	0	0%	0	0%	0	20
0	3,000	0%	3,000	0%	O/S - Accounting	0	3,000	0%	3,000	0%	12,360	12,000
378	0	0%	0	0%	O/S - Legal	378	0	0%	0	0%	780	720
157	500	76%	482	78%	Payroll Processing Fee	157	500	76%	482	78%	6,450	5,835
(30)	200	79%	190	83%	Postage/Shipping	(30)	200	79%	190	83%	1,340	1,390
54	0	0%	25	100%	Tax/Licenses/Fees	54	0	0%	25	100%	0	(265)
543	1,000	54%	640	213%	Travel - Meals	543	1,000	54%	640	213%	0	2,067
0	0	0%	50	85%	Travel - Other	0	0	0%	50	85%	12,000	7,255
0	0	0%	0	0%	Employee Meals	0	0	0%	0	0%	0	119
15,636	21,583	72%	19,912	79%	TOTAL OPERATING EXPENSES	15,636	21,583	72%	19,912	79%	226,888	203,935
(27,319)	(33,832)	81%	(30,320)	90%	EBITDA	(27,319)	(33,832)	81%	(30,320)	90%	(375,282)	(343,965)
5,944	5,884	101%	5,827	102%	Management Fee	5,944	5,884	101%	5,827	102%	70,608	70,042
5,944	5,884	101%	5,827	102%	Management Fees	5,944	5,884	101%	5,827	102%	70,608	70,042
23	23	101%	37	63%	Deprec - Mach & Equip	23	23	101%	37	63%	276	264
72	72	101%	117	62%	Deprec - Buildings	72	72	101%	117	62%	864	825
96	95	101%	154	62%	S/T DEPR. & AMORT	96	95	101%	154	62%	1,140	1,088
(33,358)	(39,811)	84%	(36,301)	92%	NET INCOME	(33,358)	(39,811)	84%	(36,301)	92%	(447,030)	(415,095)

The Golf Club at Cypress Head
Marketing
For the Month Ending October 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							
3,299	3,402	97%	3,262	101%	Gross Payroll - Salaried	3,299	3,402	97%	3,262	101%	40,824	41,871
3,299	3,402	97%	3,262	101%	S/T Wages	3,299	3,402	97%	3,262	101%	40,824	41,871
234	260	90%	243	96%	Payroll Tax - FICA	234	260	90%	243	96%	3,123	2,963
0	4	0%	0	0%	Payroll Tax - UC	0	4	0%	0	0%	220	88
52	63	81%	58	89%	Payroll Tax - WC	52	63	81%	58	89%	784	718
461	501	92%	282	163%	Benefits	461	501	92%	282	163%	6,100	5,566
746	828	90%	583	128%	S/T Adders	746	828	90%	583	128%	10,227	9,335
4,045	4,230	96%	3,845	105%	TOTAL PAYROLL	4,045	4,230	96%	3,845	105%	51,051	51,206
					OPERATING EXPENSES							
2,132	2,600	82%	2,601	82%	Advertising & Promotion	2,132	2,600	82%	2,601	82%	24,000	17,551
0	0	0%	(57)	0%	Miscellaneous	0	0	0%	(57)	0%	0	0
0	100	0%	0	0%	Travel - Other	0	100	0%	0	0%	1,200	0
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	0	2,100
2,132	2,700	79%	2,545	84%	TOTAL OPERATING EXPENSES	2,132	2,700	79%	2,545	84%	25,200	19,651
(6,177)	(6,930)	89%	(6,389)	97%	EBITDA	(6,177)	(6,930)	89%	(6,389)	97%	(76,251)	(70,857)
(6,177)	(6,930)	89%	(6,389)	97%	NET INCOME	(6,177)	(6,930)	89%	(6,389)	97%	(76,251)	(70,857)

The Golf Club at Cypress Head
For the Month Ending October 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												
82,196	79,219	104%	73,747	111%	Green Fees & Cart Fees	82,196	79,219	104%	73,747	111%	1,193,457	1,119,906
4,595	5,500	84%	5,356	86%	Merchandise	4,595	5,500	84%	5,356	86%	66,700	66,144
465	360	129%	340	137%	Other Pro Shop	465	360	129%	340	137%	12,341	15,135
2,412	2,600	93%	2,328	104%	Range	2,412	2,600	93%	2,328	104%	41,000	34,970
0	0	0%	19,473	0%	Food and Beverage	0	0	0%	19,473	0%	0	101,981
2,790	2,800	100%	2,723	102%	Other Operating Revenues	2,790	2,800	100%	2,723	102%	39,300	36,882
472	0	0%	0	0%	Other G&A Income	472	0	0%	0	0%	0	472
92,930	90,479	103%	103,967	89%	TOTAL REVENUE	92,930	90,479	103%	103,967	89%	1,352,798	1,377,491
COST OF SALES												
2,820	3,300	85%	3,196	88%	Merchandise	2,820	3,300	85%	3,196	88%	40,020	40,897
0	0	0%	6,186	0%	Food & Beverage	0	0	0%	6,186	0%	0	49,387
2,820	3,300	85%	9,382	30%	TOTAL COGS	2,820	3,300	85%	9,382	30%	40,020	90,284
61.4%	60.0%	102.3%	59.7%	102.9%	COGS - Merchandise %	61.4%	60.0%	102.3%	59.7%	102.9%	60.0%	714.5%
0.0%	0.0%	0.0%	31.9%	0.0%	COGS - Food %	0.0%	0.0%	0.0%	31.9%	0.0%	0.0%	224.8%
PAYROLL												
24,565	34,243	72%	24,763	99%	Course and Grounds	24,565	34,243	72%	24,763	99%	410,798	286,215
7,391	8,116	91%	8,462	87%	Carts, Range, Starters, Etc.	7,391	8,116	91%	8,462	87%	95,625	85,069
4,285	5,153	83%	3,571	120%	Pro Shop	4,285	5,153	83%	3,571	120%	60,916	57,711
0	0	0%	15,809	0%	Food and Beverage	0	0	0%	15,809	0%	0	66,157
12,155	12,249	99%	10,408	117%	General and Administrative	12,155	12,249	99%	10,408	117%	148,394	140,502
4,045	4,230	96%	3,845	105%	Marketing	4,045	4,230	96%	3,845	105%	51,051	51,206
52,440	63,992	82%	66,858	78%	TOTAL PAYROLL	52,440	63,992	82%	66,858	78%	766,784	686,880
OPERATING EXPENSES												
18,949	25,045	76%	18,770	101%	Course and Grounds	18,949	25,045	76%	18,770	101%	260,225	206,236
7,600	6,301	121%	6,422	118%	Carts, Range, Starters, Etc.	7,600	6,301	121%	6,422	118%	80,417	83,215
363	255	142%	(107)	-340%	Pro Shop	363	255	142%	(107)	-340%	6,900	6,828
0	0	0%	2,457	0%	Food and Beverage	0	0	0%	2,457	0%	0	15,427
15,636	21,583	72%	19,912	79%	General and Administrative	15,636	21,583	72%	19,912	79%	226,888	203,935
2,132	2,700	79%	2,545	84%	Marketing	2,132	2,700	79%	2,545	84%	25,200	19,651
44,679	55,883	80%	49,999	89%	TOTAL OPERATING EXPENSES	44,679	55,883	80%	49,999	89%	599,630	537,292
99,939	123,175	81%	126,239	79%	TOTAL EXPENSES	99,939	123,175	81%	126,239	79%	1,406,434	1,314,456
(7,009)	(32,695)	21%	(22,272)	31%	EBITDA	(7,009)	(32,695)	21%	(22,272)	31%	(53,636)	63,035

The Golf Club at Cypress Head
For the Month Ending October 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	
(7,009)	(32,695)	21%	(22,272)	31%	EBITDA	(7,009)	(32,695)	21%	(22,272)	31%	(53,636)	63,035
(5,944)	(5,884)	101%	(6,684)	89%	MANAGEMENT FEES	(5,944)	(5,884)	101%	(6,684)	89%	(70,608)	(74,327)
(96)	(95)	101%	(154)	62%	OTHER INCOME (EXPENSE)	(96)	(95)	101%	(154)	62%	(1,140)	(1,088)
(96)	(95)	101%	(154)	62%	Depreciation & Amortization	(96)	(95)	101%	(154)	62%	(1,140)	(1,088)
(13,049)	(38,674)	34%	(29,109)	45%	TOTAL OTHER INCOME (EXPENSE)	(13,049)	(38,674)	34%	(29,109)	45%	(125,384)	(12,380)
					NET INCOME							
2,795	2,611	107%	2,585	108%	Paid Rounds	2,795	2,611	107%	2,585	108%	37,018	35,793
424	518	82%	513	83%	Annual Pass Rounds	424	518	82%	513	83%	7,486	6,810
186	0	0%	211	88%	Other Rounds	186	0	0%	211	88%	0	2,565
3,405	3,129	109%	3,309	103%	Total Rounds	3,405	3,129	109%	3,309	103%	44,504	45,168
33	35	96%	40	83%	Revenue/Paid Rounds	33	35	96%	40	83%	37	456
27	29	94%	31	87%	Revenue/Total Rounds	27	29	94%	31	87%	30	359

TRIAL BALANCE SUMMARY FOR 2018

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:

Date: 10/1/2018

Account: First

Last

Sorted By:

Include:

Print Currency In:

Account Posting, Unit

Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$113,141.87	\$144,408.44	\$109,315.19	\$35,093.25	\$148,235.12
	10050-5950-900	Cash - Course Payroll BMO	\$31,383.08	\$57,571.29	\$58,078.53	(\$507.24)	\$30,875.84
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$107,885.20	\$13,877.65	\$117,552.53	(\$103,674.88)	\$4,210.32
	12000-5950-900	Inventory - Merchandise	\$16,566.74	\$5,007.79	\$3,035.40	\$1,972.39	\$18,539.13
	13020-5950-900	Prepaid Insurance	\$20,600.86	\$0.00	\$4,320.44	(\$4,320.44)	\$16,280.42
	13040-5950-900	Prepaid Exp - Other	\$10,969.41	\$5,943.66	\$6,205.94	(\$262.28)	\$10,707.13
	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	(\$3,607.18)	\$0.00	\$23.12	(\$23.12)	(\$3,630.30)
	22080-5950-900	Accum. Deprec - Buildings	(\$22,922.03)	\$0.00	\$72.41	(\$72.41)	(\$22,994.44)
	30000-5950-900	Accts Pay - Trade	(\$29,463.62)	\$93,883.93	\$90,484.15	\$3,399.78	(\$26,063.84)
	30040-5950-900	Accts Pay - Other	(\$22,055.22)	\$22,615.10	\$23,524.49	(\$909.39)	(\$22,964.61)
	31000-5950-900	Accrued Expenses	(\$480.00)	\$480.00	\$2,800.00	(\$2,320.00)	(\$2,800.00)
	31020-5950-900	Accrued Payroll	(\$29,419.56)	\$19,160.90	\$24,191.53	(\$5,030.63)	(\$34,450.19)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$420.00	\$430.00	(\$10.00)	(\$10.00)
	31220-5950-900	Accrued Sales Tax	(\$3,476.54)	\$6,194.37	\$4,888.79	\$1,305.58	(\$2,170.96)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,789.92	\$2,789.92	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$3,068.15)	\$1,671.69	\$1,722.70	(\$51.01)	(\$3,119.16)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$7,488.41)	\$52,166.72	\$47,121.24	\$5,045.48	(\$2,442.93)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$53,704.40)	\$12,676.51	\$0.00	\$12,676.51	(\$41,027.89)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$42,799.15)	\$15,652.42	\$0.00	\$15,652.42	(\$27,146.73)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$125.14)	\$0.00	\$0.00	\$0.00	(\$125.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$19,958.26)	\$79.71	\$367.35	(\$287.64)	(\$20,245.90)
	32100-5950-900	Deferred Rev - Credit Books	(\$14,921.41)	\$1,560.45	\$566.96	\$993.49	(\$13,927.92)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$111,720.00)	\$29,645.00	\$1,470.00	\$28,175.00	(\$83,545.00)
	32220-5950-900	Deferred Rev - Founders Pass	(\$1,278.10)	\$106.51	\$0.00	\$106.51	(\$1,171.59)
	49020-5950-900	Retained Earnings - Current	\$28,442.07	\$0.00	\$0.00	\$0.00	\$28,442.07
	50000-5950-100	Green Fees - Annual Pass	\$0.00	\$0.00	\$6,304.20	(\$6,304.20)	(\$6,304.20)
	50040-5950-100	Green Fees - Member	\$0.00	\$528.79	\$41,430.50	(\$40,901.71)	(\$40,901.71)
	50070-5950-100	Green Fees - (surcharge)	\$0.00	\$2,789.92	\$5,579.84	(\$2,789.92)	(\$2,789.92)
	50500-5950-200	Cart Fee 18	\$0.00	\$0.00	\$24,605.66	(\$24,605.66)	(\$24,605.66)
	50520-5950-200	Cart Fee - Annual Trail	\$0.00	\$0.00	\$7,595.00	(\$7,595.00)	(\$7,595.00)
	52090-5950-600	Handicap Fee	\$0.00	\$0.00	\$30.00	(\$30.00)	(\$30.00)
	52150-5950-600	Lessons	\$0.00	\$0.00	\$155.00	(\$155.00)	(\$155.00)
	52280-5950-600	Rental Clubs	\$0.00	\$0.00	\$280.00	(\$280.00)	(\$280.00)
	52310-5950-600	Retail	\$0.00	\$0.00	\$4,594.60	(\$4,594.60)	(\$4,594.60)
	53050-5950-220	Range Pass Revenue	\$0.00	\$0.00	\$2,412.04	(\$2,412.04)	(\$2,412.04)
	56120-5950-100	City Surcharge R & R	\$0.00	\$0.00	\$2,789.92	(\$2,789.92)	(\$2,789.92)
	59010-5950-900	Miscellaneous G&A	\$0.00	\$0.00	\$472.00	(\$472.00)	(\$472.00)
	60000-5950-600	COGS - Merchandise - Accessories	\$0.00	\$2,820.27	\$0.00	\$2,820.27	\$2,820.27
	70000-5950-100	Gross Payroll - Salaried	\$0.00	\$7,239.01	\$0.00	\$7,239.01	\$7,239.01
	70000-5950-900	Gross Payroll - Salaried	\$0.00	\$8,184.10	\$0.00	\$8,184.10	\$8,184.10
	70000-5950-950	Gross Payroll - Salaried	\$0.00	\$3,298.97	\$0.00	\$3,298.97	\$3,298.97
	70010-5950-100	Gross Payroll - Hourly	\$0.00	\$13,342.13	\$0.00	\$13,342.13	\$13,342.13
	70010-5950-200	Gross Payroll - Hourly	\$0.00	\$6,688.77	\$0.00	\$6,688.77	\$6,688.77
	70010-5950-600	Gross Payroll - Hourly	\$0.00	\$3,894.51	\$0.00	\$3,894.51	\$3,894.51
	70010-5950-900	Gross Payroll - Hourly	\$0.00	\$996.95	\$0.00	\$996.95	\$996.95
	71000-5950-100	Payroll Tax - FICA	\$0.00	\$1,442.27	\$0.00	\$1,442.27	\$1,442.27
	71000-5950-200	Payroll Tax - FICA	\$0.00	\$533.78	\$0.00	\$533.78	\$533.78
	71000-5950-600	Payroll Tax - FICA	\$0.00	\$302.15	\$0.00	\$302.15	\$302.15
	71000-5950-900	Payroll Tax - FICA	\$0.00	\$613.15	\$0.00	\$613.15	\$613.15
	71000-5950-950	Payroll Tax - FICA	\$0.00	\$233.85	\$0.00	\$233.85	\$233.85
	71010-5950-100	Payroll Tax - UC	\$0.00	\$14.24	\$0.00	\$14.24	\$14.24
	71010-5950-200	Payroll Tax - UC	\$0.00	\$67.76	\$0.00	\$67.76	\$67.76
	71010-5950-600	Payroll Tax - UC	\$0.00	\$13.38	\$0.00	\$13.38	\$13.38

TRIAL BALANCE SUMMARY FOR 2018

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71010-5950-900	Payroll Tax - UC	\$0.00	\$2.60	\$0.00	\$2.60	\$2.60
	71020-5950-100	Payroll Tax - WC	\$0.00	\$302.27	\$0.00	\$302.27	\$302.27
	71020-5950-200	Payroll Tax - WC	\$0.00	\$100.69	\$0.00	\$100.69	\$100.69
	71020-5950-600	Payroll Tax - WC	\$0.00	\$74.58	\$0.00	\$74.58	\$74.58
	71020-5950-900	Payroll Tax - WC	\$0.00	\$142.85	\$0.00	\$142.85	\$142.85
	71020-5950-950	Payroll Tax - WC	\$0.00	\$51.62	\$0.00	\$51.62	\$51.62
	71030-5950-100	Benefits	\$0.00	\$4,417.24	\$2,192.34	\$2,224.90	\$2,224.90
	71030-5950-900	Benefits	\$0.00	\$3,469.33	\$1,254.46	\$2,214.87	\$2,214.87
	71030-5950-950	Benefits	\$0.00	\$829.32	\$368.66	\$460.66	\$460.66
	80110-5950-200	Cart Supplies	\$0.00	\$48.52	\$0.00	\$48.52	\$48.52
	80120-5950-100	Chemicals	\$0.00	\$296.00	\$0.00	\$296.00	\$296.00
	80170-5950-100	Course Accessories	\$0.00	\$319.53	\$0.00	\$319.53	\$319.53
	80230-5950-100	Fertilizer	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00
	80270-5950-100	Fuel	\$0.00	\$1,968.08	\$0.00	\$1,968.08	\$1,968.08
	80320-5950-100	Herbicides	\$0.00	\$1,092.11	\$140.48	\$951.63	\$951.63
	80370-5950-100	Insecticides	\$0.00	\$263.01	\$19.06	\$243.95	\$243.95
	80380-5950-900	Janitorial Supplies	\$0.00	\$418.47	\$0.00	\$418.47	\$418.47
	80520-5950-900	Office Supplies	\$0.00	\$557.28	\$0.00	\$557.28	\$557.28
	80610-5950-220	Range Balls	\$0.00	\$1,325.00	\$0.00	\$1,325.00	\$1,325.00
	80710-5950-100	Seeds/Trees	\$0.00	\$3,686.00	\$770.00	\$2,916.00	\$2,916.00
	80810-5950-600	Tournament Expense	\$0.00	\$2,709.74	\$2,347.21	\$362.53	\$362.53
	81010-5950-900	Alarm System	\$0.00	\$616.33	\$0.00	\$616.33	\$616.33
	81140-5950-900	Contract Cleaning	\$0.00	\$812.00	\$0.00	\$812.00	\$812.00
	81250-5950-100	Irrigation	\$0.00	\$25.94	\$0.00	\$25.94	\$25.94
	81350-5950-100	Repair & Maint - Equipment	\$0.00	\$1,042.42	\$0.00	\$1,042.42	\$1,042.42
	81350-5950-220	Repair & Maint - Equipment	\$0.00	\$20.86	\$0.00	\$20.86	\$20.86
	81350-5950-900	Repair & Maint - Equipment	\$0.00	\$177.86	\$0.00	\$177.86	\$177.86
	81360-5950-900	Repair & Maint - Building	\$0.00	\$18.97	\$0.00	\$18.97	\$18.97
	82000-5950-200	Cart Lease	\$0.00	\$11,800.26	\$6,444.59	\$5,355.67	\$5,355.67
	82020-5950-100	Equipment Lease	\$0.00	\$11,360.09	\$5,135.59	\$6,224.50	\$6,224.50
	82060-5950-900	Off-Site Storage	\$0.00	\$176.00	\$0.00	\$176.00	\$176.00
	83000-5950-100	Utilities - Electric	\$0.00	\$259.89	\$0.00	\$259.89	\$259.89
	83000-5950-200	Utilities - Electric	\$0.00	\$849.79	\$0.00	\$849.79	\$849.79
	83020-5950-100	Utilities - Other	\$0.00	\$1,358.31	\$0.00	\$1,358.31	\$1,358.31
	83020-5950-900	Utilities - Other	\$0.00	\$2,169.62	\$0.00	\$2,169.62	\$2,169.62
	83030-5950-100	Utilities - Telephone/Fax	\$0.00	\$137.92	\$0.00	\$137.92	\$137.92
	83030-5950-900	Utilities - Telephone/Fax	\$0.00	\$147.30	\$0.00	\$147.30	\$147.30
	83050-5950-100	Utilities - Water	\$0.00	\$204.36	\$0.00	\$204.36	\$204.36
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$0.00	\$2,131.91	\$0.00	\$2,131.91	\$2,131.91
	85020-5950-900	Bank Charges	\$0.00	\$2,169.98	\$0.00	\$2,169.98	\$2,169.98
	85050-5950-900	Cash Short/(Over)	\$0.00	\$3,681.87	\$3,858.41	(\$176.54)	(\$176.54)
	85060-5950-900	Cell Phone	\$0.00	\$150.00	\$0.00	\$150.00	\$150.00
	85070-5950-900	City Surcharge R & R	\$0.00	\$2,789.92	\$0.00	\$2,789.92	\$2,789.92
	85120-5950-900	Credit Card Discounts	\$0.00	\$216.60	\$0.00	\$216.60	\$216.60
	85140-5950-900	Donations	\$0.00	\$0.00	\$50.00	(\$50.00)	(\$50.00)
	85190-5950-900	Employee Relations	\$0.00	\$137.70	\$137.70	\$0.00	\$0.00
	85280-5950-900	Insurance Expense	\$0.00	\$4,320.44	\$0.00	\$4,320.44	\$4,320.44
	85340-5950-900	Miscellaneous	\$0.00	\$20.09	\$0.00	\$20.09	\$20.09
	85480-5950-900	Payroll Processing Fee	\$0.00	\$857.98	\$480.00	\$377.98	\$377.98
	85490-5950-900	Postage/Shipping	\$0.00	\$157.26	\$0.00	\$157.26	\$157.26
	85610-5950-900	Tax/Licenses/Fees	\$0.00	\$0.00	\$30.00	(\$30.00)	(\$30.00)
	85710-5950-900	Travel - Meals	\$0.00	\$54.09	\$0.00	\$54.09	\$54.09
	85720-5950-900	Travel - Other	\$0.00	\$542.70	\$0.00	\$542.70	\$542.70
	90000-5950-900	Management Fee	\$0.00	\$5,943.66	\$0.00	\$5,943.66	\$5,943.66
	98020-5950-900	Deprec - Mach & Equip	\$0.00	\$23.12	\$0.00	\$23.12	\$23.12
	98040-5950-900	Deprec - Buildings	\$0.00	\$72.41	\$0.00	\$72.41	\$72.41
	RCMWD-5950-100	Rounds - Complimentary - Weekday	13,027.00	84.00	0.00	84.00	13,111.00
	REMWd-5950-100	Rounds - Employee - Weekday	18,988.00	102.00	0.00	102.00	19,090.00
	RMBWD-5950-100	Rounds - Member - Weekday	71,698.00	424.00	0.00	424.00	72,122.00
	RPKWD-5950-100	Rounds - Peak - Weekday	374,628.00	2,795.00	0.00	2,795.00	377,423.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

TRIAL BALANCE SUMMARY FOR 2018
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance	
			<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
		Grand Totals:	118	\$0.00	\$618,437.95	\$618,437.95	\$0.00	\$0.00



November 20th, 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 October 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 October 2018							
	Current				Year to Date		
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year Variance vs. Budget
Revenue							
Green Fees	\$ 49,996	\$ 44,580	\$ 5,416		\$ 49,996	\$ 44,580	\$ 43,903 \$ 5,416
Cart Fees	\$ 32,201	\$ 34,639	\$ (2,438)		\$ 32,201	\$ 34,639	\$ 29,843 \$ (2,438)
Range	\$ 2,884	\$ 2,600	\$ 284		\$ 2,884	\$ 2,600	\$ 2,328 \$ 284
Pro- Shop Revenues	\$ 5,060	\$ 5,860	\$ (800)		\$ 5,060	\$ 5,860	\$ 5,696 \$ (800)
City Surcharge R/R	\$ 2,790	\$ 2,800	\$ (10)		\$ 2,790	\$ 2,800	\$ 2,723 \$ (10)
Total Revenue	\$ 92,931	\$ 90,479	\$ 2,452		\$ 92,931	\$ 90,479	\$ 84,493 \$ 2,452
Cost of Sales	\$ 2,820	\$ 3,300	\$ (480)		\$ 2,820	\$ 3,300	\$ 3,196 \$ (480)
Merchandise	\$ 2,820	\$ 3,300	\$ (480)	60%	\$ 2,820	\$ 3,300	\$ 3,196 \$ (480) 60%
Gross Margin	\$ 90,111	\$ 87,179	\$ 2,932		\$ 90,111	\$ 87,179	\$ 81,297 \$ 2,932
Total Payroll	\$ 52,440	\$ 63,992	\$ (11,552)		\$ 52,440	\$ 63,992	\$ 51,049 \$ (11,552)
Total Operating Expenses	\$ 44,679	\$ 55,863	\$ (11,184)		\$ 44,679	\$ 55,863	\$ 47,542 \$ (11,184)
Net Operating Income	\$ (7,009)	\$ (32,695)	\$ 25,686		\$ (7,009)	\$ (32,695)	\$ (17,294) \$ 25,686
Other Expenses	\$ 6,040	\$ 5,979	\$ 61		\$ 6,040	\$ 5,979	\$ 5,981 \$ 61
Management Fee	\$ 5,944	\$ 5,884	\$ 60		\$ 5,944	\$ 5,884	\$ 5,827 \$ 60
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ - \$ -
Depreciation	\$ 96	\$ 95	\$ 1		\$ 96	\$ 95	\$ 154 \$ 1
Net Cash From Ops	\$ (13,049)	\$ (38,674)	\$ 25,625		\$ (13,049)	\$ (38,674)	\$ (23,275) \$ 25,625
Rounds							
Total Rounds	3,405	3,313	92		3,405	3,313	3,309 92
Paid Rounds	2,795	2,537	258		2,795	2,537	2,585 258
Avg. GF/CF Total rounds	\$24.14	\$23.91	\$ 0.23		\$24.14	\$23.91	\$22.29 \$ 0.23
Avg. GF/CF Paid rounds	\$29.41	\$31.23	\$ (1.82)		\$29.41	\$31.23	\$28.53 \$ (1.82)
Avg. Merchandise/round	\$1.49	\$1.77	\$ (0.28)		\$1.49	\$1.77	\$1.72 \$ (0.28)

Overview:

- Overall golf revenues for October finished higher than the projected budget for the month. Range revenue was slightly higher than budgeted and the pro shop revenues were slightly lower than budgeted.
- Total payroll for the month was lower than the projected budgeted amount, for a savings of \$11,552. This was as a result of controlling labor costs during days when rounds were reduced.
- Our operating expenses finished lower than the budgeted amount. The reason for the difference in expenses was due to the timing of invoices for products budgeted that will come due in November.
- The month of October is the first month in our fiscal year 2018-2019; therefore, the YTD numbers are the same as the October financials.

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 October 2018.

Tee Sheet Activity:

- There were 3,405 total rounds for the month which included 2,795 paid rounds, 424 Annual with Cypress Pass member rounds and 186 other rounds. The round type for the month included 2,603 eighteen hole rounds and 730 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.

October 2018 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2795	2537	2585	2795	2585
Annual	424	655	513	424	513
Other rounds	186	121	211	0	211
Total Rounds	3405	3313	3309	3405	3309

Departmental Summaries:

Course & Grounds/Range

- The maintenance team continues to follow their agronomic plan.
- Fertilizers were applied to the putting surfaces and tees. Herbicides were applied to the putting surfaces, tees, roughs and fairways. Applications of insecticides were applied to the greens and spot treatment to the fairways and rough areas.
- The maintenance team is continuing with ongoing maintenance projects around the golf course including verticutting of the greens as well as repairing several 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 \$400.00 in gift card sales purchased for the month with \$5,060 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. Beginning in November we are offering a series of classes to be held under the lights on the range to help promote additional revenues.

- 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 summer golf leagues have finished for the season.
- As we transition from daylight savings time the range lights will be operational on Friday & Saturday evenings.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is booking tournament events for the 2019 season.
- We hosted several high profile tournaments in October including the POSD Chamber and the 2018 FHSA Class 3A Region 2 Junior Golf Tournament. Players from 13 area high schools competed for a place in the state finals.
- Ms. Hunter continues to assist Mr. Hannah in his marketing efforts to promote Flagsticks restaurant at Cypress Head.
- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We continue to maintain our database of emails with approximately 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: 11/6/2018 1:32 PM MST

Data current as of: 11/6/2018 1:11 PM MST



REPORT CRITERIA

Date of Survey 10/1/18 - 10/31/18

Select level Cypress Head Golf Club

Number of Surveys: 24

#	Zip Code	Date Golfer	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Food Rating	Recommend Rating	NPS	Overall Rating w/o FAB	Comments	
Totals					9.1	9.6	8.5	8.3	9.2	75.0	9.1		
Cypress Head Golf Club					9.1	9.6	8.5	8.3	9.2	75.0	9.1		
Golf					9.1	9.6	8.5	8.3	9.2	75.0	9.1		

- There were over 400 questionnaires mailed out to players during the month of October 2018. The overall rating for the golf course received a 9.1 with a recommended rating of 8.5 and our service rating is at 9.6.
- 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 will remain dedicated to serving the needs of our community and continue in providing the best in class service for all of our guests throughout our entire season.
- We will be starting a new series of Men's & Ladies golf clinics at the range under the lights in November to promote Cypress Head Golf Course and the game of golf.
- We will be serving as a drop off site for the Volusia County Toys for Tots campaign.
- Seasonal promotions will begin in November which will include special offers for Black Friday & Cyber Monday.

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 12/04/2018

Consent item: No

SUBJECT: (G23) First Reading - Ordinance No. 2018-27 - Shopping Carts (Continued from 10/16/18 & 11/7/18 and Revised)

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-27.

SUMMARY: City Ordinance to address shopping carts being removed from owner's property and responsibilities of the owners to make efforts to prevent persons from removing shopping carts from owner property. The ordinance will also address the owner's responsibility to retrieve carts in a timely manner when notified of carts off property. The ordinance will help to reduce unsightly shopping carts on the sides of roads or any other location which is not considered cart owner property and to maintain a high quality of life in our City.

This Ordinance has had substantive revisions since it's first reading; therefore, the amended Ordinance will go through first and second reading.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2018-27 - Shopping Carts	Ordinance No. 2018-27 - Shopping Carts.pdf
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Robin Fenwick
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 10/25/2018
Approved - 11/20/2018
Approved - 11/21/2018
Final Approval - 11/26/2018

ORDINANCE NO. 2018-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 18, TO ESTABLISH A NEW ARTICLE XIV ADOPTING SHOPPING CART REGULATIONS RELATED TO SIGNAGE AND ON-SITE RETENTION MEASURES; PROVIDING PROCEDURES FOR SHOPPING CARTS FOUND ON PUBLIC PROPERTY; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that shopping cart theft and abandoned shopping carts have become a growing problem within the City; and

WHEREAS, City Council finds it necessary to impose reasonable regulations for the retailers to implement and encourage shopping cart retention within the boundaries of their properties; and

WHEREAS, the City has taken reasonable steps to notify local retailers of the proposed regulations and provide an opportunity for those retailers to provide comments; and

WHEREAS, these reasonable place and manner restrictions regarding abandoned shopping carts, serve to ensure the safety and general welfare of its citizens; 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 hereby amends Chapter 18, to establish a new Article XIV in the Code of Ordinances, City of Port Orange, Florida, to read as follows:

ARTICLE XIV. – SHOPPING CARTS

Sec. 18-310. - Signage.

- (a) Shopping cart identification sign required for retail establishments. Every retail sales establishment which utilizes shopping carts, as defined by Section 506.502(10), Florida Statutes, in the operation of its business, shall affix an identification sign on the shopping carts providing the name and store number of the owner.
- (b) Signs. Every owner of a retail sales establishment which utilizes shopping carts, or owner of a shopping center in which one (1) or more of the retail sales establishments utilizes shopping carts, as defined by Section 506.502(10) Florida Statutes, in the operation of its business shall post signs, no less than eighteen (18) inches by thirty-six (36) inches, in conspicuous locations at the entrance(s) and exit(s) of its building and parking area(s) which shall be clearly legible in English, and which shall provide, in substantial form, the following:

WARNING

Any person who removes a shopping cart from the premises of the owner, or is in the possession of any shopping cart, shall be presumed to be in possession of stolen property and is guilty of a misdemeanor of the first degree, punishable by a term of imprisonment of up to one (1) year as provided by Sections 506.509 and 506.513 of the Florida Statutes.

- (c) Signage exemption. Any establishment that meets the criteria set forth below may request an exemption from subsection 18-310 (a) and (b) above. Such establishment desiring an exemption, shall file a written petition for exemption and enclose an appropriate application fee to be determined by the city manager. A petition for an exemption from the requirements of subsection 18-310 (a) and (b) may be granted by the city manager to any establishment which:

- (1) Utilizes twenty (20) or fewer carts; and either

- (2) Constructs barriers to prevent the removal of shopping carts from the interior of the retail store, while permitting full wheelchair ingress and egress by disabled persons; or
- (3) Attaches alarm mechanisms or other security devices to shopping carts to prevent their removal from the property of the retail sales establishment or shopping center.
- (d) *Legal Nonconforming Businesses.* Any business that is nonconforming as to these signage requirements upon adoption of this section shall comply within six (6) months unless granted an exemption or otherwise provided for by law.

Sec. 18-311. - On-Site retention.

- (a) All business establishments utilizing shopping carts or similar devices, as defined by Section 506.502(10), Florida Statutes, and having more than twenty (20) shopping carts on-site shall install and maintain a system to retain all shopping carts within the real property boundaries of the business location. The business shall provide signage in a conspicuous location notifying shopping cart users of a retention system in place and how said system operates. The location, type of device and other pertinent information deemed necessary by the city manager must be shown on the approved site plan for the business or lot the business is located on.
- (b) Permitted methods of retention shall include any one of the following methods:
 - (1) A physical barrier, such as bollards, restricting shopping carts to the front sidewalk or portion of the business.
 - (2) Shopping carts equipped with a protruding arm or similar device prohibiting the cart from being removed from the interior of the business.
 - (3) A system, which may be mechanical in nature, requiring a deposit to use a shopping cart; deposit should be of a reasonable amount that would not deter the use of the cart, but would encourage the return of the cart.
 - (4) Shopping carts equipped with a wheel locking mechanism that is used in conjunction with an electronic barrier along the perimeter of the area shopping carts are allowed. The wheel locking mechanism will activate when the shopping cart crosses the electronic barrier.
- (c) *On-Site retention exemption.* Any establishment that meets the criteria set forth below may request an exemption from subsection 18-311 (a) and (b) above. Such establishment desiring an exemption, shall file a written petition for exemption and enclose an appropriate application fee to be determined by the city manager. A petition for an exemption from the requirements of subsection 18-311 (a) and (b) may be granted by the city manager to any establishment which:

- (1) Has fewer than 10 notifications from city staff to retrieve its shopping cart from public property within 12 hours in any 12 month period; and
- (2) Has fewer than 3 notifications from city staff to retrieve its shopping cart from city storage within 10 days in any 12 month period.
- (d) *Legal Nonconforming Businesses.* Any business that is nonconforming as to on-site shopping cart retention upon adoption of this section shall comply within six (6) months unless otherwise provided for by law.

Sec. 18-312. - Procedure for handling shopping carts found on public property.

- (a) Employees and officers of the city shall be deemed agents of the city and any identifiable shopping carts found by them on public property during the course of their official duties shall be reported to the city's code enforcement division. City staff shall contact the owner of the shopping cart and request that the owner retrieve the shopping cart. If the owner fails to retrieve the shopping cart within 12 hours, city staff shall collect the shopping cart and place it in storage.
- (b) Once the shopping cart is in city storage, the city shall provide reasonable notice to the owner of the shopping cart, as designated on the shopping cart's identification sign and/or approved retrieval plan, to retrieve the same.
- (c) The owner of the shopping cart shall have ten (10) days from receipt of the notice to retrieve the same.
- (d) If the shopping cart is not claimed by the owner within the time specified in this section, the title to such property shall vest in the city and the same shall be disposed of at the sole discretion of the city.
- (e) All unidentifiable shopping carts found on public property shall be considered lost or abandoned and shall be handled in accordance with Section 705, Florida Statutes, as amended from time to time.

Section 18-313. - Enforcement.

- (a) The code compliance inspectors shall be authorized to enforce this article in accordance with chapter 2, article V of this Code.
- (b) The police department through its law enforcement officers shall be authorized to enforce this article in accordance with section 1-8 of this Code.
- (c) In addition to any other enforcement mechanism, whether civil or criminal, the city shall, at its discretion, have the right to seek the aid of the courts of this state with respect to the enforcement hereof and the violation of this article or any lawful order of the city council, code enforcement board, special master or building official, which rights shall include the right to seek injunctive relief against such persons as may be determined by the city to be in violations of the terms and provisions of this article.

Section 18-314. - Violation and Penalty.

It shall be a violation of this article for any business establishment to fail to comply with the requirements set forth herein. Any person, firm, or corporation violating any of the provisions set forth in this article shall be subject to the penalties provided in section 1-8 of this Code and as may be imposed by the code enforcement board or special master in accordance with section 2-214 of this Code. Each day that any violation of the terms, conditions, regulations, limitations or provisions of this article shall continue to exist shall constitute a separate and distinct offense, punishable as herein provided. Any continuing violations of the terms, conditions, regulations, limitations or provisions of this article may be enjoined and restrained by an injunctive order of the circuit court in appropriate proceedings instituted for such purposes.

Secs. 18-315 – 18-319. – Reserved.

SECTION 2. The City Council hereby amends Chapter 18, Article XIII in the Code of Ordinances, City of Port Orange, Florida, to reserve the following sections:

Secs. 18-302 – 18-309. – Reserved.

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. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the ____ day of _____ 2018

Passed and adopted on second and final reading on the ____ day of _____, 2018.

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: No

SUBJECT: (G24) First Reading - Ordinance No. 2018-33 – 3rd Amendment to the Journey's End Planned Commercial Development Master Development Agreement, Case No. 18-40000002

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-33, approving the 3rd Amendment to the Journey's End Planned Commercial Development Master Development Agreement.

SUMMARY: Planning Commission Action (11/15/18): Recommended Approval

The applicant, on behalf of the Journey's End Subdivision Property Owner's Association, is requesting to modify the Journey's End Planned Commercial Development Master Development Agreement, to replace the current 15-foot tall multi-tenant subdivision sign with 48 square-feet of sign area and three tenant panels, at the southwest corner of Journey's End Way and Taylor Road, with a 15-foot tall multi-tenant subdivision sign with 60 square-feet of sign area and five tenant panels. If approved, the proposed sign will be installed in the same location as the current sign. The appearance of the new sign will be similar as the existing sign.

When the original property owner prepared the Journey's End MDA and CDP in 2001, it created the framework for a 3-lot commercial subdivision, including specific requirements for a multi-tenant subdivision sign. In 2008, the MDA was revised to allow for two additional lots to be added to the Journey's End subdivision. The 2008 MDA amendment did provide a provision for additional tenant identification to the subdivision sign for the two new lots. According to the applicant, the additional 12 square feet and two additional tenant panels are for the two lots added to the Journey's End subdivision in 2008, that did not exist at the time the original Journey's End MDA was adopted.

The proposed sign would meet the 15-foot height requirement in the MDA and the design requirements in the LDC regarding materials, landscaping, the address number range on the sign, and setbacks and visual clearance angles. The only change from the current sign would be increased sign area (12 square-feet) and tenant panels (two panels).

See Staff Report for more information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No.2018-33 with Exhibit	eXHIBIT 1 Third Amendment with SB revisions - accepted.pdf
2.	Staff Report	Staff Report.pdf

Briana Conlan-King
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 11/15/2018
Approved - 11/15/2018
Approved - 11/16/2018
Approved - 11/19/2018
Final Approval - 11/20/2018

ORDINANCE NO. 2018-33

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE THIRD
AMENDMENT TO THE MASTER DEVELOPMENT
AGREEMENT FOR THE JOURNEY'S END (f/k/a THE
PEACOCK WAY) PLANNED COMMERCIAL DEVELOPMENT
(PCD) AND THE CONCEPTUAL DEVELOPMENT PLAN
(CDP); PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Third Amendment to the Master Development Agreement for the Journey's End (f/k/a The Peacock Way) Planned Commercial Development (PCD) ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Third Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Third Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Third Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Third Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Third Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Third Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2018

Passed and adopted on second and final reading on the day of _____, 2018

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

This Instrument Prepared by:
Record and Return to:
Chad A. Shimel, Esq.
CRAMER, PRICE de ARMAS, P.A.
1411 Edgewater Drive, Suite 200
Orlando, Florida 32804

File reference 17289

**THIRD AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE
JOURNEY'S END (f/k/a/ THE PEACOCK WAY) PLANNED COMMERCIAL DEVELOPMENT
(PCD)**

This Agreement, entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter "City"); and Port Orange Stow-a-Way, LLC, a Florida limited liability company whose address is 250 Tequesta Dr. Suite 202, Tequesta, FL 33469 and T&T Management, Inc., a Florida corporation whose address is 3075 SE St. Lucie Blvd., Stuart, FL 34997, and Toadstool Holdings, LLC, a Florida limited liability company whose address is 1452 N. US 1 Suite 103, Ormond Beach, FL 32174 and Port Orange SS Associates, LLC, a Delaware limited liability company authorized to do business in the State of Florida (hereinafter the "Property Owners"); and Journey's End Subdivision Property Owners Association, Inc., a Florida corporation (hereinafter "POA").

WITNESSETH:

WHEREAS, the City and the original developer, P.D.M. Group, Inc. executed that certain Master Development Agreement for the Peacock Way Planned Commercial Development (PCD), dated November 2, 2000, and recorded November 17, 2000, in Official Records Book 4614, Page 746, et seq., (the "MDA") in the Public Records of Volusia County, Florida; and

WHEREAS, the City, Jai-Ambe, Inc. and Port Orange Stow-A—Way, LLC previously entered into a first amendment to the MDA entitled, "First Amendment to the Master Development Agreement for the Journey's End (f/k/a/ Peacock Way) Planned Commercial Development (PCD)" (hereinafter "First Amendment") recorded in Official Records Book 6262, Page 503, Public Records, Volusia County, Florida; and

WHEREAS, the City, CenterState Bank of Florida, and T & T Management, Inc., previously entered into a second amendment to the MDA entitled, "Second Amendment to the Master Development Agreement for the Journey's End (f/k/a/ Peacock Way) Planned Commercial Development (PCD)" (hereinafter "Second Amendment") recorded in Official Records Book 7053, Page 4005, Public Records, Volusia County, Florida; and

WHEREAS, the City, Property Owners, and POA desire to further amend the MDA, First Amendment and Second Amendment by creating and agreeing to the "Third Amendment to the Master Development Agreement for the Journey's End (f/k/a/ Peacock Way) Planned Commercial Development (PCD)" (hereinafter "Third Amendment"); and

WHEREAS, Section 15 of the MDA permits the amendment of the Master Development Agreement provided such amendment is in writing, signed by the parties, and in accordance with specified conditions precedent with respect to two public meetings conducted by the City; and

WHEREAS, the City, Property Owners and POA wish to further amend the MDA, as previously amended by the First Amendment and Second Amendment, and in accordance with Section 15 of the MDA, to amend Section 12, subsection A. of said MDA.

NOW, THEREFORE, the City, Property Owners, and POA hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein and made a part hereof by this reference. All initially capitalized terms not defined herein shall have the meanings set forth in the Master Development Agreement.

2. **Conflicts.** In the event there is a conflict between this Amendment and the Master Development Agreement, as previously amended, this Amendment shall control. Whenever possible, this Amendment and the Master Development Agreement, as previously amended, shall be construed as a single document.

3. **Amendment to Master Development Agreement.** Section 12, Subsection A. of the MDA is hereby deleted in its entirety and replaced with the following Section 12, Subsection A.:

A. Commercial subdivision identification sign- located at northeast corner of Lot, 60 square feet in area, including 5 tenant panels of 12 square feet each. Maximum height 15'. Landscaping requirements around base of sign shall be in accordance with Chapter 15 of the LDC.

4. **Joinder of Parties.** All Property Owners and the POA subject to the Master Development Agreement hereby consent to this Amendment as evidenced by their executed joinders below.

5. **Effective Date.** This Third Amendment shall be recorded in the Public Records, Volusia County, Florida and shall become effective upon recording.

6. **Continued Effect.** The MDA, as amended by the First Amendment and Second Amendment shall remain in full force and effect except with respect to those matters specifically amended in this Third Amendment.

[Signature on following pages.]

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

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

Name: _____

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

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

DEVELOPER:

T&T Management Inc., a Florida corporation

Witness Name:_____

By:_____
Printed Name: Karl Thomas
As its: President and Director

Witness Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Karl Thomas, as President and Director of T&T Management Inc., a Florida corporation. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

Journey's End Subdivision Property Owner's
Association, Inc., a Florida not-for-profit corporation

Witness Name: _____

By: _____
Printed Name: Karl Thomas
As its: Director

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Karl Thomas, as Director of Journey's End Subdivision Property Owners' Association, Inc., a Florida not-for-profit corporation. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

Port Orange Stow A Way, LLC, a Florida limited liability company

Witness Name:_____

By: _____
Printed Name: Todd C. Marshall
As its: Manager

Witness Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Todd C. Marshall, as Manager of Port Orange Stow-A-Way, LLC, a Florida limited liability company. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

JOINED IN BY:

PORT ORANGE SS ASSOCIATES, LLC, a
Florida limited liability company

By: FLAGSHIP BV SELF STORAGE JV, LLC,
a Delaware limited liability company, its Sole
Member

By: FLAGSHIP STORAGE ASSOCIATES,
LLC, a Florida limited liability company, its
Operating Member

By: _____

Witness Name: _____

Theodore A. Bolin,
Sole Member and Manager

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Theodore A. Bolin, as the Sole Member and Manager of FLAGSHIP STORAGE ASSOCIATES, LLC, a Florida limited liability company, on behalf of the company as the Operating Member of FLAGSHIP BV SELF STORAGE JV, LLC, a Delaware limited liability company, on behalf of the company as the Sole Member of PORT ORANGE SS ASSOCIATES, LLC, a Delaware limited liability company, on behalf of the company.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

TOADSTOOL HOLDINGS, LLC, a Florida limited liability company

Witness Name: _____

By: _____
Printed Name: _____
As its: _____

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Toadstool Holdings, LLC, a Florida limited liability company. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or stamped here:

(NOTARIAL SEAL)
My commission expires: _____



STAFF REPORT

PCD Amendment / Journey's End PCD 3rd Amendment
CASE NO. 18-40000002

REQUEST:	Amend the Master Development Agreement (MDA) for the Journey's End Planned Commercial Development (PCD) to allow for two additional tenant panels on the multi-tenant subdivision sign.
OWNERS:	Port Orange Associates, LLC; Port Orange Stow A Way, LLC; T & T Management, Inc.; and Toadstool Holdings, LLC
APPLICANT:	Phillip Hollis, P.E., PMJS Development Solutions, LLC
LOCATION:	5790 Journey's End Way (Figure 1)
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Briana Conlan-King / (386) 506-5676
CITY COUNCIL DATE:	December 4, 2018

DISCUSSION

The proposed Third Amendment to the Master Development Agreement (MDA) for the Journey's End Planned Commercial Development (PCD) is to allow a multi-tenant subdivision sign with 60 square-feet of sign area and a maximum of five tenant panels at the southwest corner of Journey's End Way and Taylor Road (Figure 1).

Figure 1. Location Map



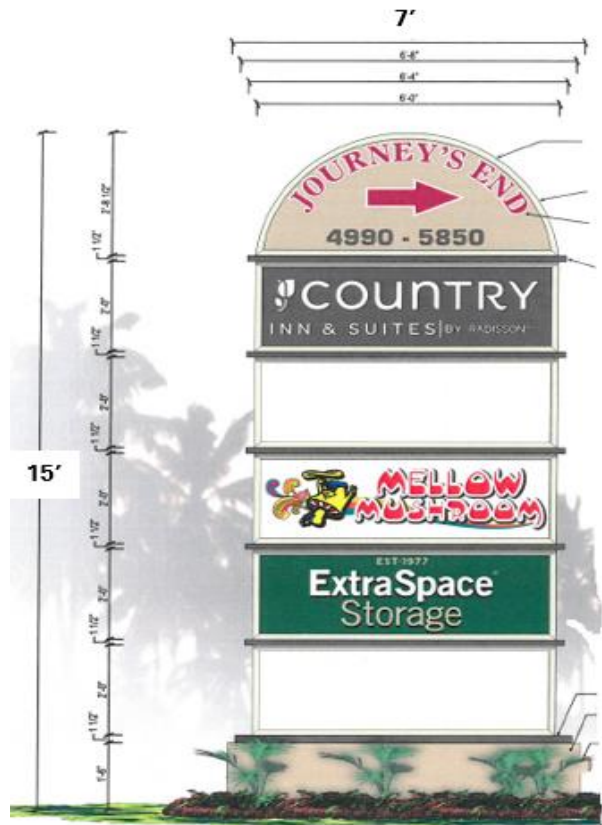
Location of Journey's End PCD with the location of existing commercial subdivision sign.

The applicant, on behalf of the Journey's End Subdivision Property Owner's Association, is proposing to replace the current 15-foot tall multi-tenant subdivision sign with 48 square-feet of sign area and three tenant panels, at the southwest corner of Journey's End Way and Taylor Road, with a 15-foot tall multi-tenant subdivision sign with 60 square-feet of sign area and five tenant panels (Figure 2). If approved, the proposed sign will be installed at the southwest corner of Journey's End Way and Taylor Road and in the same location as the current sign. The appearance of the new sign will be similar as the existing sign.

Figure 2. Existing & Proposed Sign



Journey's End existing sign



Journey's End proposed sign

The Land Development Code (LDC) allows for a commercial subdivision entry sign to identify the name of the subdivision (i.e. Journey's End Subdivision). The sign is allowed to have a maximum sign area of 48 square-feet and a maximum height of eight-foot. However, when a MDA is active for a subdivision, the requirements in that MDA are the governing regulations for the subdivision and they can be less restrictive than the LDC. When the Journey's End MDA was approved in 2001, specific requirements for a subdivision sign at the southwest corner of Journey's End Way and Taylor Road were established that deviated from the LDC and allowed for tenants to be identified on the subdivision sign.

When the original property owner prepared the Journey's End MDA and CDP in 2001, it created the framework for a 3-lot commercial subdivision, including specific requirements for a multi-tenant subdivision sign. The MDA allows a multi-tenant subdivision sign with 48 square feet of sign area for 3 tenant panels to advertise for the tenants located in the subdivision. In 2008, the approval of the 1st Amendment to the Journey's End PCD added property to the PCD and created the framework for two additional commercial lots that brought the total number of lots in the subdivision to five. There is now a developer for one of the two additional lots that is proposing to modify the requirements in the MDA to allow the multi-tenant subdivision sign to have space on the sign for each lot in the Journey's End Subdivision.

According to the applicant, the additional 12 square feet and two additional tenant panels are for the two lots recently added to the Journey's End subdivision, that did not exist at the time the original Journey's End MDA was adopted. The applicant states that no provision for additional tenant identification was made to the subdivision sign when the MDA was amended in 2008 to allow for the two new lots.

Table. 1 Sign Regulations

	Maximum Sign Area	Maximum # of Panels	Maximum Height
LDC Commercial Subdivision Sign Regulations	48 SF	0	8 FT*
Current Journey's End MDA Commercial Subdivision Sign Regulations	48 SF	3	15 FT
Proposed Journey's End MDA Commercial Subdivision Sign Regulations	60 SF	5	15 FT

*Two additional feet in height shall be allowed above the sign face for architectural embellishments consistent with the building or complex, up to a total maximum sign structure height of 10 feet.

The proposed sign would meet the 15-foot height requirement in the MDA and the design requirements in the LDC regarding materials, landscaping, the address number range on the sign, and setbacks and visual clearance angles. The only change from the current sign would be increased sign area (12 square-feet) and tenant panels (two panels).

There are no specific criteria in the LDC to be used as a basis for staff recommendations for the requested changes to the Master Development Agreement (MDA) for a Planned Commercial Development (PCD). Staff recommendations on zoning matters are generally based on considerations of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, Capital Improvements Plan, etc.). The proposed amendment will require Planning Commission and City Council direction on whether the specific request is acceptable.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Commercial* on the City's Future Land Use Map. The proposed amendment does not change the zoning, which has already been found to be consistent with the FLU designation for the PCD property.

RECOMMENDATION

Staff recommends approval of the 3rd Amendment to the Master Development Agreement for the Journey's End Planned Commercial Development, as it will not increase the overall height or width of the sign.

ATTACHMENTS

1. Exhibit A – 3rd Amendment to the Journey's End MDA

EXHIBIT A

This Instrument Prepared by:

Record and Return to:

Chad A. Shimel, Esq.

CRAMER, PRICE de ARMAS, P.A.

1411 Edgewater Drive, Suite 200

Orlando, Florida 32804

File reference 17289

**THIRD AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE
JOURNEY'S END (f/k/a/ THE PEACOCK WAY) PLANNED COMMERCIAL DEVELOPMENT
(PCD)**

This Agreement, entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter "City"); and Port Orange Stow-a-Way, LLC, a Florida limited liability company whose address is 250 Tequesta Dr. Suite 202, Tequesta, FL 33469 and T&T Management, Inc., a Florida corporation whose address is 3075 SE St. Lucie Blvd., Stuart, FL 34997, and Toadstool Holdings, LLC, a Florida limited liability company whose address is 1452 N. US 1 Suite 103, Ormond Beach, FL 32174 and Port Orange SS Associates, LLC, a Delaware limited liability company authorized to do business in the State of Florida (hereinafter the "Property Owners"); and Journey's End Subdivision Property Owners Association, Inc., a Florida corporation (hereinafter "POA").

WITNESSETH:

WHEREAS, the City and the original developer, P.D.M. Group, Inc. executed that certain Master Development Agreement for the Peacock Way Planned Commercial Development (PCD), dated November 2, 2000, and recorded November 17, 2000, in Official Records Book 4614, Page 746, et seq., (the "MDA") in the Public Records of Volusia County, Florida; and

WHEREAS, the City, Jai-Ambe, Inc. and Port Orange Stow-A—Way, LLC previously entered into a first amendment to the MDA entitled, "First Amendment to the Master Development Agreement for the Journey's End (f/k/a/ Peacock Way) Planned Commercial Development (PCD)" (hereinafter "First Amendment") recorded in Official Records Book 6262, Page 503, Public Records, Volusia County, Florida; and

WHEREAS, the City, CenterState Bank of Florida, and T & T Management, Inc., previously entered into a second amendment to the MDA entitled, "Second Amendment to the Master Development Agreement for the Journey's End (f/k/a/ Peacock Way) Planned Commercial Development (PCD)" (hereinafter "Second Amendment") recorded in Official Records Book 7053, Page 4005, Public Records, Volusia County, Florida; and

WHEREAS, the City, Property Owners, and POA desire to further amend the MDA, First Amendment and Second Amendment by creating and agreeing to the "Third Amendment to the Master Development Agreement for the Journey's End (f/k/a/ Peacock Way) Planned Commercial Development (PCD)" (hereinafter "Third Amendment"); and

WHEREAS, Section 15 of the MDA permits the amendment of the Master Development Agreement provided such amendment is in writing, signed by the parties, and in accordance with specified conditions precedent with respect to two public meetings conducted by the City; and

WHEREAS, the City, Property Owners and POA wish to further amend the MDA, as previously amended by the First Amendment and Second Amendment, and in accordance with Section 15 of the MDA, to amend Section 12, subsection A. of said MDA.

NOW, THEREFORE, the City, Property Owners, and POA hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein and made a part hereof by this reference. All initially capitalized terms not defined herein shall have the meanings set forth in the Master Development Agreement.

2. **Conflicts.** In the event there is a conflict between this Amendment and the Master Development Agreement, as previously amended, this Amendment shall control. Whenever possible, this Amendment and the Master Development Agreement, as previously amended, shall be construed as a single document.

3. **Amendment to Master Development Agreement.** Section 12, Subsection A. of the MDA is hereby deleted in its entirety and replaced with the following Section 12, Subsection A.:

A. Commercial subdivision identification sign- located at northeast corner of Lot, 60 square feet in area, including 5 tenant panels of 12 square feet each. Maximum height 15'. Landscaping requirements around base of sign shall be in accordance with Chapter 15 of the LDC.

4. **Joinder of Parties.** All Property Owners and the POA subject to the Master Development Agreement hereby consent to this Amendment as evidenced by their executed joinders below.

5. **Effective Date.** This Third Amendment shall be recorded in the Public Records, Volusia County, Florida and shall become effective upon recording.

6. **Continued Effect.** The MDA, as amended by the First Amendment and Second Amendment shall remain in full force and effect except with respect to those matters specifically amended in this Third Amendment.

[Signature on following pages.]

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

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

Name: _____

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

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

DEVELOPER:

T&T Management Inc., a Florida corporation

Witness Name: _____

By: _____
Printed Name: Karl Thomas
As its: President and Director

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Karl Thomas, as President and Director of T&T Management Inc., a Florida corporation. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

Journey's End Subdivision Property Owner's
Association, Inc., a Florida not-for-profit corporation

Witness Name:_____

By: _____
Printed Name: Karl Thomas
As its: Director

Witness Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Karl Thomas, as Director of Journey's End Subdivision Property Owners' Association, Inc., a Florida not-for-profit corporation. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

Port Orange Stow A Way, LLC, a Florida limited liability company

Witness Name:_____

By: _____
Printed Name: Todd C. Marshall
As its: Manager

Witness Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Todd C. Marshall, as Manager of Port Orange Stow-A-Way, LLC, a Florida limited liability company. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

JOINED IN BY:

PORT ORANGE SS ASSOCIATES, LLC, a
Florida limited liability company

By: FLAGSHIP BV SELF STORAGE JV, LLC,
a Delaware limited liability company, its Sole
Member

By: FLAGSHIP STORAGE ASSOCIATES,
LLC, a Florida limited liability company, its
Operating Member

By: _____

Witness Name: _____

Theodore A. Bolin,
Sole Member and Manager

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Theodore A. Bolin, as the Sole Member and Manager of FLAGSHIP STORAGE ASSOCIATES, LLC, a Florida limited liability company, on behalf of the company as the Operating Member of FLAGSHIP BV SELF STORAGE JV, LLC, a Delaware limited liability company, on behalf of the company as the Sole Member of PORT ORANGE SS ASSOCIATES, LLC, a Delaware limited liability company, on behalf of the company.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

TOADSTOOL HOLDINGS, LLC, a Florida limited liability company

Witness Name:_____

By:_____
Printed Name: _____
As its: _____

Witness Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Toadstool Holdings, LLC, a Florida limited liability company. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: No

SUBJECT: (G25) First Reading – Ordinance No. 2018-34 - Amending Chapter 2 of the Code of Ordinances pertaining to Code Enforcement Lien Reduction Program

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-34, amending Chapter 2 of the Code of Ordinances pertaining to Code Enforcement Lien Reduction Program.

SUMMARY: The proposed amendment is to remove references to the “Community Development Director” and replace with “Code Enforcement Manager” in Section 2-226 of the Code of Ordinances pertaining to the Code Enforcement Lien Reduction Program. In early 2018, the Code Enforcement Division was moved from the Community Development Department to the Police Department. The proposed amendment will allow for the Code Enforcement Manager within the Police Department to have authority to approve or deny applications related to the Code Enforcement lien reduction program. As part of this amendment, there are no changes to the process or requirements associated with the Code Enforcement lien reduction program.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	12-4 Ord. No. 2018-34 Revising 2-226	Ordinance 2018-34.pdf
----	--------------------------------------	-----------------------

Melanie Schmotzer
Tim Burman
Thomas Grimaldi
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 11/14/2018
Approved - 11/14/2018
Approved - 11/15/2018
Approved - 11/16/2018
Approved - 11/19/2018
Final Approval - 11/20/2018

ORDINANCE NO. 2018-34

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 2-
226 OF THE CODE OF ORDINANCES RELATED TO
CODE ENFORCMENT LIEN REDUCTION PROGRAM;
PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Code Enforcement has transitioned from Community Development to the Police Department; and

WHEREAS, City Council recognizes it is appropriate to remove the Community Development Director as the approving agent under Section 2-226; and

WHEREAS, authorizing the Code Enforcement Manager to issue approvals as required under Section 2-226 leads to better efficiency and allows appeals to the City Manager; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike through~~) type shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. Chapter 2, Article V, Division 3, Section 2-226 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended, in part, to read as follows:

Sec. 2-226. - Lien reduction program.

- (a) *Purpose.* This section shall be known as the Lien Reduction Program. This program is offered to provide eligible property owners with an opportunity to seek a reduction to code enforcement liens recorded against the owner's property in accordance with the procedure described herein.
- (b) *Applications.* Applications shall be made in writing on a form approved by the Code Enforcement Manager ~~community—development—director~~. Completed applications shall be submitted to the ~~community—development director~~ Code Enforcement Manager, or his or her designee, together with a non-refundable application fee of \$100.00 by mail or hand-delivery to city hall.
- (c) *Eligibility.* In order to be eligible for a lien reduction, the applicant shall meet the following criteria:
- (1) The applicant owns the property that is the subject of the lien:
 - (2) All property located within the city and owned by the applicant is in compliance with the code and has no uncorrected violations: and
 - (3) The applicant does not have any outstanding debts owed to the city or taxes due to the county, except for the lien sought to be reduced.
- (d) *Exclusions and limitations.*
- (1) If the applicant owned the property which is the subject of the lien at the time the code enforcement lien sought to be reduced was imposed and meets the eligibility criteria, he or she may only participate in this program once. Any subsequent code enforcement liens imposed on the same property while owned by the same owner shall not be eligible for lien reduction under this program.
 - (2) Any lien reduction pursuant to this program shall be void in the event that an applicant who applies for and receives a lien reduction subsequently rents, leases, sells or otherwise transfers or conveys the property to the individual or entity that owned the property at the time the code enforcement lien was imposed if said transfer or conveyance takes place within a five year period from the date of lien reduction approval. Any voided lien reduction pursuant to this subsection shall result in a new lien being recorded by the city for the full lien amount prior to the reduction.
- (e) *Application approval.* The Code Enforcement Manager ~~community development director~~ shall have the authority to approve or deny applications consistent with this section.
- (f) *Lien reduction and payment.* An applicant who is determined eligible to receive a code enforcement lien reduction shall have 60 days to pay either 20 percent of the outstanding code enforcement lien amount or the city's actual abatement, administrative, and prosecutorial costs incurred during enforcement, whichever is greater. The city shall record a satisfaction of lien upon payment of the reduced lien amount within 60 days of the lien reduction

approval. If the reduced lien amount is not paid within 60 days from the date of approval, the lien amount will revert to the original lien amount and the application fee shall be forfeited.

- (g) *Judicially imposed sale.* Any proceeds received by the city through a foreclosure sale, tax deed sale, or other judicially imposed sale, shall be applied to the outstanding lien amount prior to any lien reduction application being processed. The remaining lien amount may then be reduced pursuant to the procedures set forth herein.
- (h) *Appeal.* Any individual or entity aggrieved by the decision of the Code Enforcement Manager ~~community development director~~ regarding an application for lien reduction may appeal the decision to the city manager in writing within ten days of the Code Enforcement Manager decision. A request to appeal shall contain at a minimum the name of the applicant, a copy of the original application, a copy of the City Enforcement Manager's ~~community development director's~~ decision, and the grounds for appeal. The decision of the city manager on appeal shall be final.

SECTION 2. 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. 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 4. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved:

Shannon K. Balmer, Assistant City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: No

SUBJECT: (H26) Approval of Change Order #3 to AG Pifer for remodeling project at Dorothy L. Hukill City Annex

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve change order 3 with AG Pifer for both time and money. Authorize Mayor and city to execute all associated documents.

SUMMARY: AG Pifer is requesting \$48,634.90 and 15 more days to complete the work at the Dorothy L. Hukill City Annex. As with any remodel, many things have been uncovered that need attention. The main reasons for the increase are the replacement of the roof drains, additional door hardware, and replacement of ceiling in sally port due to water damage from previous roof leaks. Attached for your review is a complete detail list of what makes up the change order. Staff recommends approval and funding is available in project AIO 014.

Project No.: AIO014 Funding Account No.: 317-1000-519-62-00

ATTACHMENTS:

1.	Executed Agreement	Executed Agreement.pdf
2.	Executed Revised CO No 1	Executed Revised CO No 1.pdf
3.	Executed CO No 2	Executed CO No 2.pdf
4.	C/O #3 breakdown scope for unforeseen 7R	co #3 breakdown scope for unforeseen 7R.pdf
5.	C/O # 3 w/ vendor signature	AG Pifer signature on co # 3.pdf

Susan Lovallo
Susan Lovallo
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 11/16/2018
Approved - 11/16/2018
Approved - 11/26/2018
Approved - 11/26/2018
Approved - 11/26/2018
Final Approval - 11/26/2018

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twelfth day of December in the year Two Thousand Seventeen.

(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

and the Contractor:

(Name, address and other information)

A.G. PIFER CONSTRUCTION COMPANY, INC.
3629 Old DeLand Road
Daytona Beach, FL 32124

for the following Project:

(Name, location and detailed description)

ITB 17-37 City Annex Renovation
At City Annex
1395 Dunlawton Avenue
Port Orange, FL

The Architect:

(Name, address and other information)

DJ DESIGN SERVICES, INC.
913 North Nova Road
Holly Hill, FL 32117

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

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User Notes:

(1417049174)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement listed on Exhibit "A", other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

January 15, 2017

The Sales Tax Certificate required in Section 8.6.3 below shall be provided to the Owner prior to commencement of the Work.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the Work not later than October 12, 2018 and Final Completion on November 11, 2018.

Init.

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User Notes:

(1417049174)

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages shall be assessed against Contractor in the amount of \$100 per day for each day Contractor exceeds the Substantial Completion date required in §3.3 above.

ARTICLE 4 CONTRACT SUM

✓ § 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Nine Hundred Eighteen Thousand Forty and 51/100 Dollars (\$1,918,040.51), including Alternate 2 and Alternate 4a totaling \$10,135.00 and Allowance listed in §4.4 (unforeseen conditions allowance (\$158,370.32)), subject to additions and deductions as provided in the Contract Documents.

✓ § 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

✓ ✓ Alternate 2: \$4,287.00
Alternate 4A: \$5,848.00

✓ § 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
N/A		

✓ § 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Unforeseen conditions excluding Work that changes scope and time, including Alternate 4b at \$25 per lineal foot.	\$158,370.31

Init.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Contractor shall provide to the Owner fully executed *Waiver and Partial Release from Contractor, Waiver and Partial Releases from Contractor's Subcontractors, Sub-subcontractors, suppliers and materialmen or any party with lien rights, and Contractor's Affidavit of Outstanding Accounts* at the time each Application for Payment is submitted. Based upon Applications for Payment submitted to the Architect by the Contractor in the form attached as Exhibit "C" and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Copies of the required *Waiver and Partial Release from Contractor, Waiver and Partial Releases from Contractor's Subcontractors, Sub-subcontractors, suppliers and materialmen or any party with lien rights, and Contractor's Affidavit of Outstanding Accounts* are attached as Composite Exhibit "D".

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified by Owner;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007, as modified by Owner.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007, as modified by Owner, requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

init.

- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007, as modified by Owner.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

No reduction of retainage below ten percent (10%) before Substantial Completion.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, as modified by Owner, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect; and
- 3 a certificate signed by the Contractor certifying that all taxes required to be paid by the Contractor pursuant to the Agreement have been paid by the Contractor.

§ 5.2.2 The Owner's final payment to the Contractor shall be made within thirty (30) days of compliance with all Contract requirements.

§ 5.2.3 At closeout, Contractor shall complete the *Contract Completion Checklist*, a copy of which is attached hereto as Exhibit "E", and shall provide to the Owner all items required thereon as a condition precedent to final payment being due from the Owner.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, as modified by Owner, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Architect's action, subject to recommendation to Owner, and Owner approval prior to action.

§ 6.2 BINDING DISPUTE RESOLUTION

The method of dispute resolution shall be as follows:

✓ Litigation in a court of competent jurisdiction
(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007, as modified by Owner.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007, as modified by Owner.

init.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007, as modified by Owner, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2

(Paragraphs deleted)

Interest on payments due and unpaid under the Contract: N/A

§ 8.3 The Owner's representative:

(Name, address and other information)

Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, FL 32129
Telephone: (386) 506-5850
E-Mail: slovallo@port-orange.org

§ 8.4 The Contractor's representative:

(Name, address and other information)

✓ Anthony Gregg Pifer, President
3629 Old DeLand Road
Daytona Beach, FL 32124
Telephone: (386) 257-4448
E-mail: agpcon@bellsouth.net

§ 8.5 The Contractor's representative shall not be changed without ten days written notice to the other party.

§ 8.6 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; and (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.

§ 8.7 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.

§ 8.8 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 Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until both Parties have signed this Contract.

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User Notes:

(1417049174)

§ 8.9 OTHER PROVISIONS

§ 8.9.1 FINANCIAL DISCLOSURES

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor hereby authorizes its sureties, lenders, financial institutions and other third parties to release to Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

§ 8.9.2 WAIVER OF JURY TRIAL

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

§ 8.9.3 SALES TAX CERTIFICATES

Prior to commencement of the Work, Contractor shall provide to Owner a current and up to date Sales Tax Certificate required by state or local laws in the jurisdiction where the Project is located allowing the Contractor to collect sales taxes on taxable sales and to issue and accept sales tax exemptions on exempt sales. For purposes of this provision, Sales Tax Certificate means such certificate, certificate of authority, permit, license or certificate of registration required by the state and local jurisdictions in which the project is located. Current Sales Tax Certificates shall be provided throughout the Project if the initial Sales Tax Certificate has expired.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, as modified by Owner with attached Exhibits "A" to "F".

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by Owner.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained on the Scope of Work, List of Contract Drawings and Specifications attached as Exhibit "A".

(Table deleted)

§ 9.1.4 The

(Paragraphs deleted)

Specifications are those contained on the Scope of Work, List of Contract Drawings and Specifications attached as Exhibit "A".

(Table deleted)

§ 9.1.5 The

(Paragraphs deleted)

Drawings are those contained on the Scope of Work, List of Contract Drawings and Specifications attached as Exhibit "A".

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	September 28, 2017	2

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Addendum No. 2	October 17, 2017	3
Addendum No. 3	October 27, 2017	3
Addendum No. 4	October 30, 2017	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1

(Paragraphs deleted)

Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007, as modified by Owner, provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit "A" – Scope of Work, Specifications, Contract Drawings, General Conditions and Portions of the Bid Documents

Exhibit "B" – Start and Completion Schedule

Exhibit "C" – Application for Payment

Exhibit "D" – Waiver and Partial Releases, Final Waivers and Releases of Liens, Contractor's Affidavit of Outstanding Accounts, Contractor's Final Payment Affidavit

Exhibit "E" – Contract Completion Checklist

Exhibit "F" – Performance Bond and Payment Bond

ARTICLE 10 INSURANCE AND BONDS

If required by Owner, the Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007, as modified by Owner.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007, as modified by Owner.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
Comprehensive General Liability Policy; including but not limited to owners and contractors protective liability and products and completed operations coverage.	Minimum of \$500,000 per occurrence; \$1,000,000 general aggregate, combined single limit
Business Auto Policy	Minimum of \$100,000 each per person, \$300,000 per occurrence for bodily injury or \$500,000 combined single limit for bodily injury and property damage. Additional coverage for non-owned, hired car
Property Insurance, Builder's Risk	Buildings – Completed value of contract; "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner names as insured AIMA
Workers' Compensation Insurance	Statutory – All States (Broad Form Voluntary Compensation)
Payment and Performance Bonds	\$1,918,040.51

init.

This Agreement entered into as of the day and year first written above.

CITY OF PORT ORANGE, FLORIDA

A.G. PIPER CONSTRUCTION CO., INC.

OWNER (Signature)

CONTRACTOR (Signature)

Donald O. Burnette, Mayor
(Printed name and title)

Anthony Gregg Piper, President
(Printed name and title)

Attest:

By:

Robin Fenwick, CMC
Port Orange City Clerk

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(1417049174)

REVISED
CHANGE ORDER NO. 1
To AIA Agreement dated December 12, 2017
A.G. PIFER CONSTRUCTION COMPANY, INC., Contractor
Project: ITB 17-37 City Annex Renovation

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$1,918,040.51 (Which includes Alternate No. 2 \$4,287.00, Alternate No. 4 \$5,848.00 and Allowance for Unforeseen Conditions \$158,370.31) TOTAL \$1,918,040.51	CHANGE IN CONTRACT TIMES: Original Contract Times Substantial Completion: October 12, 2018 Final Completion: November 11, 2018
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: Original Contract Price: \$1,918,040.51 (Which includes Alternate No. 2 \$4,287.00, Alternate No. 4 \$5,848.00 and Allowance for Unforeseen Conditions \$158,370.31) TOTAL \$1,918,040.51	Contract Completion Date prior to this Change Order: Substantial Completion: October 12, 2018 Final Completion: November 11, 2018
Net Increase (decrease) of this Change Order No. 1: \$0.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 31 days
Contract Price with all approved Change Orders: \$1,918,040.51	Contract Times with all approved Change Orders: Final Completion: December 12, 2018

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the AIA Agreement entered into by and between the parties on December 12, 2017.
- II. **REQUIRED CHANGES:** To provide for an additional 31 days to complete project due to the additional structural demolition and construction procedures required and revealed during the demolition phase. No change in contract cost. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? No
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the AIA Agreement subject to a limit up to but not to exceed \$1,918,040.51. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

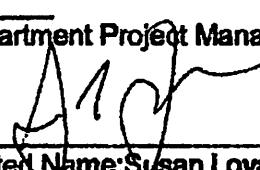
It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

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

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

RECOMMENDED BY:

Department Project Manager

By: 
Printed Name: Susan Lovallo
Title: Parks & Recreation Director

Date Signed: 8/14/18

RECOMMENDED BY:

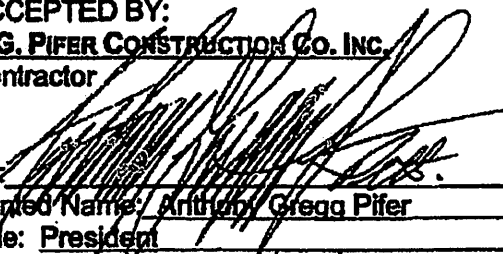
N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:

A.G. PIFER CONSTRUCTION CO. INC.
Contractor

By: 
Printed Name: Arthur Gregg Pifer
Title: President

Date Signed: 8/14/18

RECOMMENDED BY:

N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: N/A
Printed Name: Susan Lovallo
Title: Parks and Recreation Director

Date Signed: _____

City Manager

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

Date Signed: _____

If Council approval is required:

By: [Signature]
Donald O. Burnette, Mayor

Date Signed: 8/15/18

Affirmed:

[Signature]
Robin L. Fenwick, CMC, City Clerk

Date Signed: 8/15/18

CHANGE ORDER NO. 2
To AIA Agreement dated December 12, 2017
A.G. PIFER CONSTRUCTION COMPANY, INC., Contractor

Project: ITB 17-37 City Annex Renovation

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,918,040.51 (Which includes Alternate No. 2 \$4,287.00, Alternate No. 4 \$5,848.00 and Allowance for Unforeseen Conditions \$158,370.31) TOTAL \$1,918,040.51	Original Contract Times Substantial Completion: October 12, 2018 Final Completion: November 11, 2018
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: 31 Days C/O #1
Contract Price prior to this Change Order: Original Contract Price: \$1,918,040.51 (Which includes Alternate No. 2 \$4,287.00, Alternate No. 4 \$5,848.00 and Allowance for Unforeseen Conditions \$158,370.31) TOTAL \$1,918,040.51	Contract Completion Date prior to this Change Order: Substantial Completion: October 12, 2018 Final Completion: December 12, 2018
Net Increase (decrease) of this Change Order No. 2 \$ 29,258.98	Changes in contract time requested this Change Order No. 2: (Requires Council Approval) 25 Days Excludes: Christmas Day 2018 New Year's Day 2018
Contract Price with all approved Change Orders: \$1,947,299.49	Contract Times with all approved Change Orders: Final Completion: January 8, 2019

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the AIA Agreement entered into by and between the parties on December 12, 2017.
- II. **REQUIRED CHANGES:** To provide for an additional 25 days to complete project due to the additional structural work and construction procedures required and revealed during the demolition phase, as well as additional Electrical costs for camera and card reader, conduit installation, Additional change to contract cost not to exceed \$ 29,258.98. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? Yes
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the AIA Agreement subject to a limit up to but not to exceed \$1,947,299.49. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

By: *Susan Lovello*

Printed Name: Susan Lovello

Title: Parks & Recreation Director

Date Signed: 8-7-18

RECOMMENDED BY:

N/A
City's Representative

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

ACCEPTED BY:

A.G. PIFER CONSTRUCTION CO. INC.
Contractor

By: *Anthony Gregg Pifer*

Printed Name: Anthony Gregg Pifer

Title: President

Date Signed: 8/19/18

RECOMMENDED BY:

N/A
Engineer of Record

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: N/A
Printed Name: Susan Lovallo
Title: Parks and Recreation Director

Date Signed: _____

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

Date Signed: _____

If Council approval is required:

By: [Signature]
Donald O. Burnette, Mayor

Date Signed: 9/19/18

Affirmed:

[Signature]
Robin E. Fenwick, CMC, City Clerk

Date Signed: 9/19/18



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437
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July 31st, 2018
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City of Port Orange
Dorothy L. Hukill City Annex
1395 Dunlawton Avenue
Port Orange FL 32128
Attention: Susan Lovallo
Project #17-37 / Architect's #02345.03

Change Order #6R

1. Additional cost for the structural steel work required for the New HVAC roof curb units. This cost was made aware upon completion of the work performed. Change Order #4-2R shows an estimated cost of \$2,900.00. This cost will be deducted from the invoice received from Atlantic Central Enterprises. No contractor fees will be added for good faith measure, however payment and performance bond will be required to be added.

Total cost from Atlantic Central Enterprises.....	\$ 5,170.80
Deductive cost submitted with Change Order #4-2R.....	(\$ 2,900.00)
General Conditions with insurances.....	\$ N/C
Increased cost to P&P Bond.....	\$ 45.42
Cost increase for item #1.....	\$2,316.22

2. Electrical Outlets and IT chases for new walls and changes to Room # 102, 103, 104, 106, 121, 127, and 124.

Total cost from Giles Electric.....	\$ 8,861.00
General Conditions with insurances.....	\$ 1,063.32
Increased cost to P&P Bond.....	\$ 177.22
Cost increase for item #2.....	\$10,101.54

3. Additional cost to remove and replace corroded metal roof decking with (2) 10' sheets of 20 gauge metal decking.

Labor cost from Anytime Embeds Inc.....	\$260.00
Material cost from Anytime Embeds Inc.....	\$240.00
General Conditions with insurances.....	\$ 60.00
Increased cost to P&P Bond.....	\$ 10.00
Cost increase for item #3.....	\$570.00

4. Additional cost for metal framing and drywall for roof drain wraps at two (2) locations. Added drywall to areas that were scheduled to be existing finishes on walls in rooms 101, 102, 114, 116, 117, 120, 122, 125, 132, and 144. Added 1/2" "Z" furring electrical chase at second large conference room.

Cost from Colson Corporation.....	\$ 9,580.00
General Conditions with insurances.....	\$ 1,149.60
Increased cost to P&P Bond.....	\$ 191.60
Cost increase for item #4.....	\$10,921.20



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City of Port Orange
Dorothy L. Hukill City Annex
1395 Dunlawton Avenue
Port Orange FL 32128
Attention: Susan Lovallo
Project #17-37 / Architect's #02345.03

5. Additional cost for camera and card reader conduit installation at locations per Site Meeting on 07/18/18 and attached plan with locations labelled.

Cost from Giles Electric.....	\$ 4,693.00
General Conditions with Insurances.....	\$ 563.16
Increased cost to P&P Bond.....	\$ 93.86
Cost Increase for item #5.....	\$ 5,350.02

Total Cost Increase for Items #1 through #5.....\$29,258.98
Total Time Increase for Items #1 through #5.....25 Days

Susan and Dana,

Please review the items stated above in this change order #4-2R, and contact us with any questions.
It is a pleasure to be of service to you and the City of Port Orange.

Anthony Grego Pifer, president



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

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October 30th, 2018

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City of Port Orange
Dorothy L. Hukill City Annex
1395 Dunlawton Avenue
Port Orange FL 32128
Attention: Susan Lovallo
Project #17-37 / Architect's #02345.03

Change Order #7R

1. Additional cost to change from TG-1 transfer grille in electrical room to LV-1 louver located in Sally Port due to space restriction in electrical room.

Total cost from DG Meyer Inc.	\$ 580.00
General Conditions with insurances.....	\$ 69.60
Increased cost to P&P Bond.....	\$ 11.60
Cost increase for item #1.....	\$ 661.20

2. Additional cost for fire sprinkler work required to relocate one (1) sprinkler head. Scope from Mastercraft; "remove 6' drop and install new 2' drop with chrome SSP stand."

Total cost from Mastercraft Plumbing.....	\$ 314.60
General Conditions with insurances.....	\$ 37.75
Increased cost to P&P Bond.....	\$ 6.29
Cost increase for item #2.....	\$ 358.64

3. Additional cost to provide and install three (3) new roof drains and four (4) new plastic roof drain domes. Includes cost to reset one (1) roof drain, change 4" PVC 90 to cast iron and 1 1/2" black iron vent for diesel tank through roof. - See attached labor & material breakdown from G&W Plumbing.

Total cost from G&W Plumbing.....	\$2,381.00
General Conditions with insurances.....	\$ 285.72
Increased cost to P&P Bond.....	\$ 47.62
Cost increase for item #3.....	\$2,714.34

4. Additional cost to remove and replace all existing bands and fittings on storm piping (roof drain wraps) throughout building. Piping is to remain as is. Includes patching insulation around fittings. - Awaiting cost breakdown from G&W Plumbing.

Total cost from G&W Plumbing.....	\$ 9,106.00
General Conditions with insurances.....	\$ 1,092.72
Increased cost to P&P Bond.....	\$ 182.12
Cost increase for item #4.....	\$10,380.84



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October 30th, 2018

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City of Port Orange
Dorothy L. Hukill City Annex
1395 Dunlawton Avenue
Port Orange FL 32128
Attention: Susan Lovallo
Project #17-37 / Architect's #02345.03

5. Additional cost to remove and replace additional door hardware at storage areas that were to remain existing. Additional hardware as follows; (7) door closers, (5) low-profile thresholds, all door silencers, (3) classroom function locksets, (2) passage function locksets, (6) stainless steel kickplates, and (5) wrap-around lockset plates.

Total cost for materials and labor (see attached breakdown).....	\$5,160.97
General Conditions with insurances.....	\$ 619.32
Increased cost to P&P Bond.....	\$ 103.22
Cost increase for item #5.....	\$5,883.51

6. Cost to remove and replace approximately 16' x 16' water damaged area of ceiling at Sally Port. Provide and install dens glass, access door, and stucco to match existing as closely as possible.

Cost for materials and labor.....	\$2,792.00
General Conditions with insurances.....	\$ 335.04
Increased cost to P&P Bond.....	\$ 55.84
Cost increase for item #6.....	\$3,182.88

7. Cost to provide and install Medeco cores in ten (10) locksets as requested by City on plan received 10/29/2018. New cores to be keyed to City master.

Total estimated cost from ABC lock (10 cores at \$165 per core).....	\$1,650.00
General Conditions with insurances.....	\$ 198.00
Increased cost to P&P Bond.....	\$ 33.00
Cost increase for item #7.....	\$1,881.00

8. Cost to provide and install 120 lineal feet of 18" deep, 6" thick concrete flat curbing at perimeter of east and west planter islands where oak trees were removed.

Total cost for labor & materials.....	\$2,800.00
General Conditions with insurances.....	\$ 336.00
Increased cost to P&P Bond.....	\$ 56.00
Cost increase for item #8.....	\$3,192.00



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City of Port Orange
Dorothy L. Hukill City Annex
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Attention: Susan Lovallo
Project #17-37 / Architect's #02345.03

9. Cost to provide and install 1,584 square feet of 4" thick concrete at perimeter of building in existing planter areas. Owner to provide clean fill dirt if required, contractor to place and compact as needed.

Total cost from Brad's Concrete.....	\$7,100.00
General Conditions with insurances.....	\$ 852.00
Increased cost to P&P Bond.....	\$ 142.00
Cost increase for item #9.....	\$8,094.00

10. Cost for acoustical ceiling in Copy Room #151. Existing ceiling was to remain per plans, but had to be removed to perform work above ceiling.

Total cost from Colson Corporation.....	\$ 455.00
General Conditions with insurances.....	\$ 54.60
Increased cost to P&P Bond.....	\$ 9.10
Cost increase for item #10.....	\$ 518.70

11. Cost increase for Ashen Grey Quarry Tile (price group 2) window sills as discussed in e-mail dated June 29th, 2018.

Total cost increase from Fashion Tile.....	\$ 300.00
General Conditions with insurances.....	\$ 36.00
Increased cost to P&P Bond.....	\$ 6.00
Cost increase for item #11.....	\$ 342.00

12. Cost decrease for new landscape plan dated 5/14/2018. Plant types & quantities changed, soil replacement deleted, and weed fabric & river rock deleted from perimeter of building.

Total cost decrease from Big Value Garden Center.....	- \$4,174.00
General Conditions with insurances.....	- \$ 500.88
Decreased cost to P&P Bond.....	- \$ 83.48
Cost decrease for item #12.....	- \$4,758.36



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

3629 Old Deland Road

Daytona Beach, FL 32124

(386) 257-4448 • Fax (386) 257-5503

www.agpiferconstruction.com • Email agpcon@bellsouth.net

October 30th, 2018

Page 4 of 5

City of Port Orange
Dorothy L. Hukill City Annex
1395 Dunlawton Avenue
Port Orange FL 32128
Attention: Susan Lovallo
Project #17-37 / Architect's #02345.03

13. Cost for supervision, equipment, overhead, dumpsters, and other costs associated with 15 day time extension. Please see attached breakdown.

Total cost	\$10,438.98
Cost increase for item #13.....	\$10,438.98

14. Cost increase for additional stucco work; 3' x 20' at the North West side where old roof leak caused water damage, additional patching around bottom of EIFS at upper roof flashing as required where existing stucco was not level.

Total cost increase from Fountain Plastering.....	\$2,808.00
General Conditions with insurances.....	\$ 336.96
Decreased cost to P&P Bond.....	\$ 56.16
Cost increase for item #14.....	\$3,201.12

15. Cost increase to provide and install Armstrong 51861 VCT in IT Room #117 as requested by Owner.

Total cost increase from Prestige Carpet.....	\$ 526.40
General Conditions with insurances.....	\$ 63.17
Decreased cost to P&P Bond.....	\$ 10.53
Cost increase for item #15.....	\$ 600.10

16. Cost increase to remove and dispose of additional 1 ½" of mud bed that was discovered after tile demolition in restrooms #101 and #132.

Total cost increase from ABC Demolition.....	\$ 800.00
General Conditions with insurances.....	\$ 96.00
Decreased cost to P&P Bond.....	\$ 16.00
Cost increase for item #15.....	\$ 912.00



A. G. PIFER CONSTRUCTION CO., INC.

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City of Port Orange
Dorothy L. Hukill City Annex
1395 Dunlawton Avenue
Port Orange FL 32128
Attention: Susan Lovallo
Project #17-37 / Architect's #02345.03

17. Cost increase to provide and install four (4) vapor proof lights and one (1) surface mounted light at Sally Port.

Total cost increase from Giles Electric.....	\$ 904.42
General Conditions with insurances.....	\$ 108.65
Decreased cost to P&P Bond.....	\$ 18.88
Cost increase for item #17.....	\$1,031.95

Total Cost Increase for Items #1 through #17\$48,634.90 ✓
Total Time Increase for Items #1 through #1715 Days ✓

Susan and Dana,

Please review the items stated above in this change order #7R, and contact us with any questions. It is a pleasure to be of service to you and the City of Port Orange.

William DeMattia, Project Manager

A handwritten signature in dark ink, appearing to read "W. DeMattia", is written over a horizontal line.

CHANGE ORDER NO. 3
To AIA Agreement dated December 12, 2017
A.G. PIFER CONSTRUCTION COMPANY, INC., Contractor

Project: ITB 17-37 City Annex Renovation

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$1,918,040.51 (Which includes Alternate No. 2 \$4,287.00, Alternate No. 4 \$5,848.00 and Allowance for Unforeseen Conditions \$158,370.31) TOTAL \$1,918,040.51	CHANGE IN CONTRACT TIMES: Original Contract Times Substantial Completion: October 12, 2018 Final Completion: November 11, 2018
Net changes from previous Change Order: Change Order No 2: \$29,258.98	Changes in contract time from previous Change Orders: 31 Days C/O #1 25 Days C/O #2 Excluding Christmas Day 2018 and New Years Day 2019
Contract Price prior to this Change Order: \$1,947,299.49	Contract Completion Date prior to this Change Order: Final Completion: January 8, 2019
Net Increase (decrease) of this Change Order No. 3: \$48,634.90	Changes in contract time requested this Change Order No. 3: (Requires Council Approval) 15 days
Contract Price with all approved Change Orders: \$1,995,934.39	Contract Times with all approved Change Orders: Final Completion: January 23, 2019

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the AIA Agreement entered into by and between the parties on December 12, 2017.
- II. **REQUIRED CHANGES:** To provide for an additional 15 days and \$48,634.90 increase for replacement of roof drains, additional door hardware, and replacement of sally port ceiling due to water damage from previous roof leaks. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? Yes
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the AIA Agreement subject to a limit up to but not to exceed \$1,995,934.39. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

By: Susan Lovallo
Printed Name: Susan Lovallo
Title: Parks & Recreation Director

Date Signed: 11-15-18

RECOMMENDED BY:

N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:

A.G. PIFER CONSTRUCTION CO. INC.
Contractor

By: Anthony Gregg Pifer
Printed Name: Anthony Gregg Pifer
Title: President

Date Signed: _____

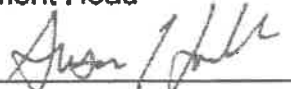
RECOMMENDED BY:

N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: 
Printed Name: Susan Lovallo
Title: Parks and Recreation Director

Date Signed: 11-15-18

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



Date Calculator: Add to or Subtract From a Date

Enter a start date and add or subtract any number of days, months, or years.

Count Days Add Days Workdays Add Workdays Weekday Week No

Advertising

From Tuesday, January 8, 2019

Added 15 days

Result: Wednesday, January 23, 2019

Calendar showing period from January 8, 2019 to January 23, 2019

January 2019						
15 days added						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

= Start date (Jan 8, 2019) = Final result date (Jan 23, 2019)



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Time & Date Calculator
– iOS

See how long remains before a
deadline or exactly when those

30 days are up. [More >](#)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: No

SUBJECT: (H27) Resolution No. 18-59 - Electing to Use the Uniform Method of Collecting Non-Ad Valorem Special Assessments

DEPARTMENT: City Manager

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution #18-59.

SUMMARY: The City is currently assessing the feasibility of implementing a fire service fee in FY 2020. There are two methods for collecting such fees – utility bills and as a non-ad valorem assessment. Section 197.3632, Florida Statutes, requires that the City hold a public hearing and adopt a resolution of intent to use the uniform method of collection for any assessment program in the calendar year prior to any such collection (for non-ad valorem assessments).

The resolution, which does not obligate the City to use the method or impose a special assessment, must be adopted by January 1 and sent to the Volusia County Tax Collector, the Volusia County Property Appraiser and the Florida Department of Revenue by January 10th. If the County Property Appraiser and the County Tax Collector agree, adoption of the resolution can occur as late as March 1st. However, we strongly recommend that the City adopt the resolution prior to January 1st, as the consent of the County Property Appraiser and the County Tax Collector is not required when the adoption occurs prior to January 1.

Section 197.3632 also requires that notice of the public hearing to adopt the resolution of intent be published in a newspaper of general circulation once a week for the four consecutive weeks immediately before the date of the hearing. Staff will provide proof of publication as required by State Statute as soon as it's available.

This package only assists the City in meeting statutory notice requirements necessary to preserve this collection approach. To reiterate, this resolution is non-binding and the City may reduce the areas covered by any future assessments or decide not to go forward with the assessment program at a later date. By adopting the attached resolution, the City is simply reserving the right to use the tax bill collection method beginning in November of 2019.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 18-59	Resolution No. 18-59.docx
2.	Alan Fire Assessment Presentation	Alan Fire Assessment Presentation 12-4-

	12-4-18	18.pdf
3.	Proof of publication	SKM_C754e18120408130.pdf

Alan Rosen	Created/Initiated - 09/04/2018
Ken Fustin	Approved - 09/05/2018
Matthew Jones	Approved - 11/20/2018
Jake Johansson	Approved - 11/21/2018
Robin Fenwick	Final Approval - 11/26/2018

RESOLUTION NO. 18-59

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
ELECTING TO USE THE UNIFORM METHOD OF
COLLECTING NON-AD VALOREM SPECIAL
ASSESSMENTS LEVIED WITHIN THE INCORPORATED
AREA OF THE CITY; STATING A NEED FOR SUCH LEVY;
PROVIDING FOR THE MAILING OF THIS RESOLUTION;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Port Orange, Florida (the "City") is contemplating the imposition of special assessments for the provision of fire services; and

WHEREAS, the City intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing fire services to property within the incorporated area of the City as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2019, in the same manner as provided for ad valorem taxes; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as **Exhibit "A"**.

NOW, THEREFORE BE IT RESOLVED:

Section 1. Commencing with the Fiscal Year beginning on October 1, 2019, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the City, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing fire services. Such non-ad valorem assessments shall be levied within the incorporated area of the City. A legal description of such area subject to the assessment, as such boundary may be amended through annexation from time to time, is attached hereto as **Exhibit "B"** and incorporated by reference.

Section 2. The City hereby determines that the levy of the assessments is needed to fund the cost of fire services within the incorporated area of the City.

Section 3. Upon adoption, the City Clerk is hereby directed, through the City Manager, to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Volusia County Tax Collector, and the Volusia County Property Appraiser by January 10, 2019.

Section 4. The Resolution shall become effective immediately upon its adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2018

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

EXHIBIT “A”

[CITY CLERK TO INSERT PROOF OF PUBLICATION]

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 ANGLE 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°39'12"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 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 ¼, NE ¼, 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 ½, NE ¼, 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 ¼ OF THE SW ¼ 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 ½ 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 1/4 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 COUNNER 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 AGL E 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 SECINDS 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 OF 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 DESTANCE 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 MINUTS 12 SECONDS WEST A DISTANCE OF 3413.45 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHELY, 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 THROOUGH 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 MINUTES 18 SECONDS WEST A DISTANCE OF 117.96 FEET TO 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 45 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 RADIUS 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 IV-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 NORWEST 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°46'0"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 1159.45 FEET; THENCE S32°26'10"W, 549.45 FEET TO THE POINT OF BEGINNING; THENCE S44°33'09"E, 663.77 FEET; THENCE S89°19'25"E, 827.82 FEET TO THE WESTERLY LINE OF SAID EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT; THENCE S00°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°42'14" AND A CHORD BEARING OF S32°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°05'07"W, PARALLEL WITH SAID EAST LINE OF SECTION 12, A DISTANCE OF 2173.19 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 12; THENCE N89°57'22"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ 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°08'11" AND A CHORD BEARING OF N26°04'54"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 2232.11 FEET; THENCE N47°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°00'09"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE N42°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°55'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 441.35 FEET; THENCE N32°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 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 RECORDSD 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 FOLOWS:

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 ¼ 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 ¼ 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 ¼ 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 ½ 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 EXCEPTIONG 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 EXCEPTIONG 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 ¼ OF THE SW ¼ 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 ½ 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.);

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 ¼ OF THE SW ¼ AND PART OF THE SW ¼ OF THE NW ¼, SECTION 19, TOWNSHIP 16-S, RANGE 33-E AND PART OF THE NE ¼ OF THE SE ¼, 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 ¼ OF SAID SEC. 19; THENCE N 87° 16' 16" E ALONG THE N LINE OF SAID SW ¼ FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE N36° 51' 35" E. ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT. TO THE POINT OF BEGINNING; THENCE S71° 20' 15" E. 178.75 FT.; THENCE S02° 39' 15" E. 342.04 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW ¼ OF THE SW ¼, SECTION 19-16-33; THENCE S87° 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° 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 ¼ OF THE SW ¼ AND PART OF THE SW ¼ OF THE NW ¼ 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 ¼ OF SAID SEC. 19; THENCE N87° 16' 16"E ALONG THE NORTH LINE OF SAID SW ¼ FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE N36° 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 ¼ OF THE SW ¼, 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



Fire Service Fee Uniform Method Of Collection

Alan Rosen

Assistant City Manager

December 4, 2018

Purpose of Resolution

- Timeline
 - Must be adopted by December 31st
 - Must be sent to Property Appraiser, Tax Collector and Department of Revenue by January 10th
- What this resolution does
 - Reserves the right to use the tax bill
- What this resolution DOES NOT do
 - DOES NOT bind the City to use the tax bill
 - DOES NOT bind the City to impose or collect anything



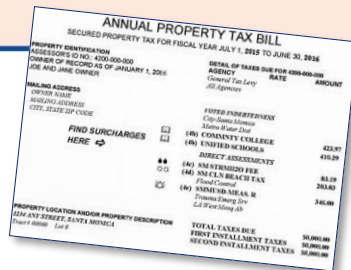
Why Use Assessments?

- Cost-effective and financially stable means of funding fire services and facilities
 - Revenues do not fluctuate with property values
- Dedicated funding source
 - Preserves level of service
 - Accountability
 - Direct correlation
 - Establishes cost per billing unit for services and facilities
 - Revenue diversification
- Tax equity tool
 - Tax “Inequities”
 - Save our Homes
 - Homestead Exempt Property
 - Real Estate Factors
 - Non-Homestead Property
- Annual decision



Collection Options: Pros and Cons

	TAX BILL	SEPARATE BILL	UTILITY BILL
PROS 	- Highest collection rate (95 – 98%) - One bill with all charges - Use tax roll data from PA	- Deadlines set by local government - Time frame set by local government - Use tax roll from PA - May be able to use for government property	- Deadlines set by local government - Time frame set by local government - Easier to charge exempt property - May be able to use for government property
CONS 	- Strict deadlines - Strict time frame - Cannot use for government property	- Lowest collection rate (70 – 90%) - More expensive to implement - Not a full picture of charges	- Collection issues regarding non-payment - Utility bill gets crowded - Difficult to correlate utility accounts to property uses (methodology issues) - May miss vacant, unoccupied property or those without utility account.



ANNUAL PROPERTY TAX BILL
SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2015 TO JUNE 30, 2016

PROPERTY IDENTIFICATION
ASSESSORS ID NO. 4200-00-000
DATE OF RECORD AS OF JANUARY 1, 2016
JOB AND JUNE COMET

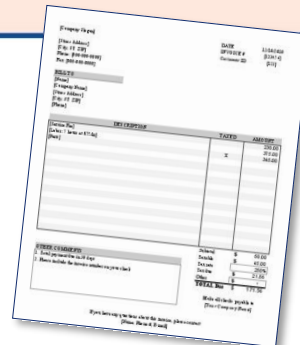
DETAIL OF TAXES DUE FOR 4200-00-000
AGENCY
General Tax Levy
Rate
AMOUNT

BILLING ADDRESS
OWNER NAME
BILLING ADDRESS
CITY, STATE ZIP CODE

FIND SURCHARGES HERE

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION
CITY AND STREET, SANTA MONICA
Parcel ID: 000000 Lot 0

TOTAL TAXES DUE
FIRST INSTALLMENT TAXES
SECOND INSTALLMENT TAXES



Property Name
Owner Name
Address
City, State, Zip
Phone

DATE
OFFERED &
RECEIVED

CHARGES

CHARGE	AMOUNT
Property Tax	100.00
Assessment	50.00
Fees	25.00
TOTAL	175.00

PAID TO: []
DATE: []
BY: []



fgu

My Utility Portal

ACCOUNT INFORMATION

ACCOUNT	AMOUNT
Water	100.00
Sewer	50.00
Gas	25.00
TOTAL	175.00

DATE: []
BY: []

Implementation Procedures

Tax Bill	Separate Bill	Utility Bill
Resolution of Intent		
Notice to Proceed	Notice to Proceed	Notice to Proceed
Assessment Report with Rates	Assessment Report with Rates	Assessment Report with Rates
Public Education	Public Education	Public Education
Home Rule Ordinance	Home Rule Ordinance	Home Rule Ordinance
Initial Assessment Resolution	Initial Assessment Resolution	
Public Notice (mailed and newspaper)	Public Notice (as determined)	Public Notice (as determined)
Final Resolution to Adopt Rates	Final Resolution to Adopt Rates	Final Resolution to Adopt Rates
Certify Assessment Roll to Tax Collector		
Collected on Tax Bill	Collected on Separate Bill	Collected on Utility Bill

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

**State of Florida,
County of Volusia**

Before the undersigned authority personally appeared

Irene Zucker

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

PUBLIC NOTICE

L 2308933

in the Court,
was published in said newspaper in the issues.....

NOVEMBER 6, 13, 20, 27, 2018

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

.....
Irene Zucker

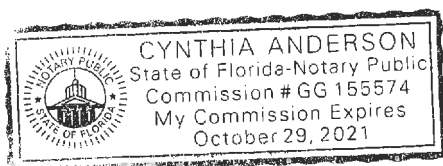
Sworn to and subscribed before me

This **27TH** of **NOVEMBER**

A.D. 2018

.....
Cynthia Anderson

49D



**NOTICE OF INTENT TO USE UNIFORM
METHOD OF COLLECTING
NON-AD VALOREM ASSESSMENTS**

The City of Port Orange, Florida (the "City") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied within the incorporated area of the City, for the cost of providing fire services commencing for the Fiscal Year beginning on October 1, 2019 and continuing until discontinued by the City. The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 6:30 p.m. on December 4, 2018 at the Council Chambers, 1000 City Center Circle, Port Orange, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, will be on file at the Clerk's Office, 1000 City Center Circle, Port Orange, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office, at (386) 506-5563 at least 3 days prior to the date of the hearing. If you are hearing or voice impaired, contact the relay operator at 1-800-955-8771.
s/ Robin L. Fenwick, CMC
City Clerk
City of Port Orange
L2308933 Nov. 6, 13, 20, 27, 2018 4t



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/04/2018

Consent item: No

SUBJECT: (I28) City Attorney Comments

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION:

SUMMARY: The City Attorney requests council authority to participate in the challenge of the State's legislation adopted in 2017, regarding telecommunication facilities located within city rights of way. This legislation impairs the rights of all cities within the State of Florida. As such, the Florida League of Cities has authorized its General Counsel to file suit in December. The League has engaged legal counsel and will be responsible for the cost of litigation. The City of Naples will participate in the suit and the City Attorney is recommending that the City of Port Orange also participate. The cost to the city is currently expected to be modest and will involve only current personnel.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Margaret Roberts
Robin Fenwick

Created/Initiated - 11/14/2018
Approved - 11/16/2018
Final Approval - 11/16/2018
